

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:33 p.m., Monday, November 26, 2007.

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 December 3 through 7, 2007 as "Employee Learning Week".

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton read and presented the Employee Learning Week Proclamation to Megan Devlin-Petty, Training and Development Manager. Ms. Devlin-Petty addressed the Council. She noted that this was the third year that the City recognized Employee Learning Week. She congratulated the City for same as it was ahead of other governmental entities. The City has recognized the importance of employee learning/training.

Mayor Stockton thanked City staff. He noted the importance of personnel/professional development of same.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Proceedings of September 10, 2007 and Executive Session Minutes of November 13, 2007

The Council Proceedings of September 10, 2007 and Executive Session Minutes of November 13, 2007 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of September 10, 2007 and Executive Session Minutes of November 13, 2007 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Schmidt that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Payments from Various Municipal Departments

1. The sixth partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$3,744 will have been paid to date for work certified as 50% complete for the John M. Scott Home Delivered Meals. Completion date – May 2008.

2. The sixth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$12,492 will have been paid to date for work certified as 50% complete for the Peace Meal. Completion date – April 2008.
3. The sixteenth partial payment to Town of Normal in the amount of \$283,749.24 on a percentage basis contract of which \$3,159,264.66 will have been paid to date for work certified as 50% complete for the Metro Zone Sales Tax Rebate. Completion date - November 2010.
4. The eleventh partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666 on a contract amount of \$80,000 of which \$73,333.26 will have been paid to date for work certified as 92% complete for the McLean County Economic Development. Completion date – December 2008.
5. The fourth and final payment to Sentinel Technologies in the amount of \$4,960 on a contract amount of \$69,990 of which \$69,990 will have been paid to date for work certified as 100% complete for the Security Systems Project. Completion date – May 2007.
6. The sixth partial payment to the Pantagraph in the amount of \$4,592.16 on a contract amount of \$35,350.92 of which \$16,555.64 will have been paid to date for work certified as 47% complete for the 2007-2008 Seasonal Advertising Services. Completion date – April 2008.
7. The twenty-second and final payment to P.J. Hoerr in the amount of \$6,531.84 on a contract amount of \$11,579,865.49 of which \$11,578,892.55 will have been paid to date for work certified as 100% complete for the Renovation of the Bloomington Center for the Performing Arts. Completion date – June 2006.
8. The thirteenth partial payment to Ratio Architects, Inc. in the amount of \$2,058.94 on a contract amount of \$135,240 of which \$111,927.75 will have been paid to date for work certified as 83% complete for the Miller Park Playground Renovation. Completion date – February 2008.
9. The fifth partial payment to Cornerstone Construction, LLC in the amount of \$81,000 on a contract amount of \$398,770 of which \$209,801 will have been paid to date for work certified as 53% complete for the Zoo Animal Hospital. Completion date – December 2007.
10. The second partial payment to F & W Lawn Care Specialists in the amount of \$2,272 on a contract amount of \$25,000 of which \$4,230 will have been paid to date for work certified as 17% complete for the 2007-2008 Seeding at Various Locations. Completion date – June 2008.

11. The eighteenth partial payment to Farnsworth Group in the amount of \$2,767.83 on a contract amount of \$32,562 of which \$22,654.93 will have been paid to date for work certified as 70% complete for the Norfolk Southern Railroad Crossing Negotiations: 1.) ML King at White Oak, 2.) Hamilton at Commerce and 3.) Hershey at Hamilton. Completion date – November 2007.
12. The ninth partial payment to Rowe Construction Co. in the amount of \$1,555.22 on a contract amount of \$817,603.74 of which \$398,075.16 will have been paid to date for work certified as 49% complete for the 2007 Curb and Gutter Improvements. Completion date – May 2008.
13. The fifteenth and final payment to Clark Dietz, Inc. in the amount of \$1,623.98 on a contract amount of \$366,591.65 of which \$360,370.80 will have been paid to date for work certified as 98% complete for the Hamilton Road – Greenwood to Timberlake Lane. Completion date – October 2007.
14. The fourth partial payment to Rowe Construction Co. in the amount of \$216,071.19 on a contract amount of \$2,940,450.76 of which \$389,582.45 will have been paid to date for work certified as 13.2% complete for the Mitsubishi Motorway – Six Points to Sugar Creek. Completion date – September 2008.
15. The seventh partial payment to Stark Excavating, Inc. in the amount of \$150,432 on a contract amount of \$1,183,030.68 of which \$961,993 will have been paid to date for work certified as 81% complete for the Towanda Avenue – Rowe to Orleans. Completion date – December 2007.
16. The second partial payment to Lewis, Yockey & Brown in the amount of \$7,217.55 on a contract amount of \$211,500 of which \$204,874.87 will have been paid to date for work certified as 97% complete for the Design of Hamilton Road – Bunn to Commerce. Completion date – December 2007.
17. The fifteenth partial payment to Lewis, Yockey & Brown, Inc. in the amount of \$2,130 on a contract amount of \$120,000 of which \$100,263.34 will have been paid to date for work certified as 84% complete for the Dr. M.L. King Jr. Drive – Washington to Oakland. Completion date – October 2007.
18. The ninth partial payment to McLean County in the amount of \$2,617.91 on a contract amount of \$100,000 of which \$29,573.23 will have been paid to date for work certified as 30% complete for the East Side Corridor. Completion date – February 2008.
19. The third partial payment to Stark Excavating, Inc. in the amount of \$9,182.68 on a contract amount of \$50,000 of which \$33,326.87 will have been paid to date for work certified as 67% complete for the 2006-2007 Sump Pump Drainage System. Completion date – May 2008.

20. The fourth partial payment to Clark Dietz, Inc. in the amount of \$2,160 on a contract amount of \$16,000 of which \$9,611.02 will have been paid to date for work certified as 56% complete for the Lighting Improvements at Division Street. Completion date - December 2008.
21. The seventh partial payment to Farnsworth Group in the amount of \$6,514.75 on a contract amount of \$45,000 of which \$18,163.75 will have been paid to date for work certified as 40% complete for the Wastewater Treatment System at Lake Bloomington. Completion date - October 2007.
22. The third partial payment to Leak Detection Services in the amount of \$8,019 on a contract amount of \$35,640 of which \$18,174 will have been paid to date for work certified as 51% complete for the Leak Detection. Completion date - December 2007.
23. The nineteenth partial payment to Clark Dietz, Inc. in the amount of \$1,235 on a contract amount of \$22,000 of which \$19,445.52 will have been paid to date for work certified as 88% complete for the Water Department Emergency Response Plan. Completion date - December 2007.
24. The second partial payment to Clark Dietz, Inc. in the amount of \$5,364.06 on a contract amount of \$15,000 of which \$7,316.29 will have been paid to date for work certified as 49% complete for the Permit Modification from the Illinois Department of Natural Resources for Evergreen Reservoir Fish Barrier. Completion date - December 2008.
25. The first partial payment to Wittman Hydro Planning Associates, Inc. in the amount of \$1,475 on a contract amount of \$518,846 of which \$1,475 will have been paid to date for work certified as 0% complete for the Strategic Source Water Study. Completion date - September 2009.
26. The fourteenth partial payment to Consoer Townsend & Associates in the amount of \$7,815.72 on a contract amount of \$185,000 of which \$76,831.54 will have been paid to date for work certified as 46% complete for the Electrical Improvements at Lake Bloomington. Completion date - December 2007.
27. The fourth partial payment to Clark Dietz in the amount of \$3,980.34 on a contract amount of \$47,000 of which \$8,490.61 will have been paid to date for work certified as 18% complete for the Construction Observation - James/Charles. Completion date - November 2008.
28. The twenty-fourth partial payment to Lewis, Yockey & Brown in the amount of \$37.92 on a contract amount of \$93,000 of which \$88,099.80 will have been paid to date for work certified as 95% complete for the Lincoln Street Water Main - Veterans to Morrissey. Completion date - June 2008.

29. The second partial payment to Clark Dietz in the amount of \$1,463.47 on a contract amount of \$25,000 of which \$13,993.54 will have been paid to date for work certified as 56% complete for the Main Replacement on Oak and Roosevelt. Completion date - December 2008.
30. The third partial payment to Clark Dietz in the amount of \$490 on a contract amount of \$22,000 of which \$7,249.23 will have been paid to date for work certified as 33% complete for the Water Main Installation – Graham Street through O’Neil Park. Completion date – December 2007.
31. The second partial payment to Clark Dietz in the amount of \$2,830.39 on a contract amount of \$60,000 of which \$5,119.40 will have been paid to date for work certified as 9% complete for the Observation/Inspection of Parkview Water Main. Completion date – October 2008.
32. The ninth partial payment to Gildner Plumbing, Inc. in the amount of \$69,776 on a contract amount of \$1,114,445 of which \$1,019,776 will have been paid to date for work certified as 91% complete for the Sewer and Storm Drain Kickapoo Force Main. Completion date – December 2007.
33. The seventh partial payment to Stark Excavating, Inc. in the amount of \$56,150 on a contract amount of \$1,990,500 of which \$1,475,989 will have been paid to date for work certified as 74% complete for the Recovery Pumps and Piping – Main Branch Kickapoo Creek Pump Station. Completion date – December 2007.
34. The third and final payment to Global Engineering & Technology, LLC in the amount of \$870 on a contract amount of \$13,900 of which \$13,900 will have been paid to date for work certified as 100% complete for the Somerset Court Storm Sewer Design. Completion date – November 2007.
35. The third partial payment to Gildner Plumbing, Inc. in the amount of \$35,464 on a contract amount of \$434,125 of which \$173,478 will have been paid to date for work certified as 40% complete for the James/Charles Place Water Main Replacement. Completion date – December 2007.

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

Respectfully,

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of October, 2007

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

The Audit of these accounts took place on Monday, November 26, 2007 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Schmidt that the audit of the bills and payrolls for the Township for the month of October, 2007 be made a matter of record.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Report

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

1. Monthly Receipt & Expenditure Report, October, 2007.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(REPORT ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Nord Farms West Subdivision – Sanitary Sewer Reimbursement

On December 12, 2005, Council approved an Annexation Agreement with Nord Farms West Subdivision. The Annexation Agreement committed the City to pay 100% of the costs associated with constructing the sanitary sewer across IL Route 9 (Market Street). The Sanitary Sewer has been constructed by the developer.

The developers, Paul and Karen Nord, have submitted a request for payment in the amount of \$145,269.87. Staff has reviewed the bill and finds it to be reasonable. There are no funds budgeted in Sewer Depreciation Funds budgeted for the expense of constructing this sanitary

sewer in the 2007-2008 Capital Budget. Staff respectfully recommends that Council approve the payment of \$145,269.87 to Paul and Karen Nord with payment to be made from Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, 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: Norfolk Southern Invoice for Work Associated with the White Oak Road and Dr. Martin Luther King Jr Drive Intersection Improvements MFT No. 96-00306-00-SP (IDOT Contract 91362), ICC Order T06-0110

The signal and roadway improvements at the intersection of White Oak Road and Dr. Martin Luther King Jr. Drive impact the Norfolk Southern Railroad crossing just west of the intersection. Norfolk Southern needs to perform work on the railroad crossing as stipulated in ICC Order T06-0110. Ninety-Five percent (95%) of the work performed by Norfolk Southern is covered by the Grade Crossing Protection Fund. The City is required to pay this invoice to Norfolk Southern and then request repayment from the Illinois Department of Transportation administered Grade Crossing Protection Fund.

Norfolk Southern has submitted a bill for preliminary engineering for the work in the amount of \$6,233.32. Staff has reviewed the bill and finds it to be in order. Staff respectfully requests that Council approve a payment in the amount of \$6,233.32 to Norfolk Southern for the Preliminary Engineering work with payment made with Capital Improvement Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay Verizon to Relocate Their Utilities for the Mitsubishi Motorway (Six Points to Sugar Creek) Project - MFT Section No. 05-00332-00-PV

The subject project consists of the construction of the southbound lanes of Mitsubishi Motorway and the widening and overlay of Six Points Road at the intersection with Mitsubishi Motorway. The proposed improvements include 24' wide portland cement concrete pavement and traffic signals to accommodate the proposed Fire Station #5 entrance onto Six Points Road.

During planning for the relocation of Verizon's utilities along Six Points Road, it was discovered that an existing Verizon fiber optic line lies within a private easement, obtained by the utility from the adjacent landowner in the early 1970's.

Verizon has requested reimbursement for the relocation of their facilities which fall within the private easement. The estimated amount for the relocation work is \$8,812.96. Staff has reviewed the proposed work and costs and finds them to be in order.

Staff respectfully recommends that Council approve payment to Verizon North Inc. in the amount of \$8,812.96. Payment will be made with Motor Fuel Tax Funds (X20300-72530, \$8,812.96).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for Aircraft Fire Fighting Gear

Bids were received until 2:00 p.m. on November 6, 2007 for twelve (12) sets of aircraft fire fighting protective gear for the Fire Department. Two (2) bids received were complete and complied with all requirements. One (1) bid response was a "No Bid." The bids are tabulated below:

Bidder	Bid
Fire Department Service and Supply Louisville, KY	No Bid
Federal Resources Chester, MD	\$15,716.84
Global MES Washington, IL	\$13,620.00*

* Low Bid

This purchase is to replace twelve (12) sets of aircraft fire fighting protective that is no longer serviceable. The bid by Global MES provides the lowest cost to the City. The Fire Department's FY 07-08 Fixed Assets Budget contains \$20,400 for this purchase. Staff respectfully recommends Council accept the low bid submitted by Global MES and authorize the purchase.

Payment to be made from F15210-72140 "Equipment Other Than Office".

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Alderman Huette questioned the equipment's life expectancy. Keith Ranney, Fire Chief, addressed the Council. The Fire Department planned to purchase eighteen (18) sets. Their life expectancy was six (6) years. The suits were aluminized.

Alderman Huette questioned if the Airport Authority would share in the cost of acquisition of same. Chief Ranney informed the Council that the Airport Authority provided \$30,000 for training. This training must be documented and be relevant to the use of the equipment. The City may purchase training props. He added that this equipment could be used off the airport property. It reflects heat which allows firefighters to be closer to the fire with additional protection. It is not for structural fire fighting.

Alderman Huette questioned the Airport's financial contribution. Tom Hamilton, City Manager, addressed the Council. The Airport Authority owned the land and built the building. He noted that it represented a great location.

Alderman Purcell noted that the Airport Authority would be responsible for the construction of the new airport fire station.

Mayor Stockton noted the chemical truck was also purchased by the Airport Authority. Chief Ranney stated that funding was divided between the federal government, (ninety percent – 90%) and the Airport Authority (ten percent – 10%). The new fire station would also serve the far east portion of the City.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the bid be awarded to Global MES in the amount of \$13,620 and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Analysis of Bids - Somerset Court Storm Sewer Improvements

Bidding proposals for the Somerset Court Storm Sewer Improvements were received until 2:00 p.m. Wednesday, November 14, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud. The bids are as follows:

Stark Excavation, Inc.	\$48,204.50	Low Bid
George Gildner, Inc.	\$59,305.00	
G.A. Rich & Sons, Inc.	\$81,730.00	
Engineer's Estimate	\$56,530.00	
Budget:	\$45,000.00	

The Somerset Court Storm Sewer Improvements involves extending a new storm sewer in Somerset Court from Breckenridge Drive westerly approximately 450 feet to the cul-de-sac, in Somerset Court Subdivision.

Staff respectfully recommends that Council accept the low bid of Stark Excavating, Inc in the amount of \$48,204.50 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made with Storm Water Depreciation Funds (X55200-70050).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Schmidt that the bid be awarded to Stark Excavating, Inc. in the amount of \$48,204.50 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: Interconnect Agreement with Norfolk Southern

The City recently completed installation of traffic signals at the intersection of White Oak Road and Martin Luther King Drive. There is a railroad crossing very close to the intersection. The traffic signals had to be synchronized with the railroad warning devices to prevent cars from being trapped on the railroad tracks when the light was red. The interconnection of the two (2) signal systems had to be approved by Illinois Commerce Commission. The City obtained an order from the ICC in March of this year. Part of the ICC order requires the City to enter into an agreement with the railroad to provide for ongoing maintenance of the interconnection cables and responsibility for malfunctions in the equipment.

All of the work has been completed, but the signals can not be turned on until the agreement is executed. Staff respectfully recommends Council approval and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

This Agreement, made and entered by and between

Norfolk Southern Railway Company, a Virginia corporation, hereinafter styled "COMPANY"; and City of Bloomington, an Illinois municipality, hereinafter styled "CITY,"

WITNESSETH:

That the Parties hereto agree as follows:

WHEREAS, Martin Luther King Boulevard, as located and constructed by the City of Bloomington, in Bloomington, McLean County, Illinois, intersects with White Oak Road and the traffic control signals at this intersection need to be interconnected with COMPANY'S adjacent automatic flashing light system for Martin Luther King Jr. Drive; DOT 480158K; Milepost SP-377.34; and

WHEREAS, in the interest of public safety and convenience, the parties hereto propose to upgrade the existing traffic control signal equipment by removing the existing two wire interconnect cable and replacing it with a three wire cable and conduit, installing a new handhold for the conduit, detector loops for the highway traffic and traffic signal heads on the

COMPANY'S cantilevers. This work to be accomplished generally as shown on Details Sheet, attached hereto as Exhibit 1; and

WHEREAS, portions of this work will be performed on COMPANY property;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1 The "Interconnect Agreement" attached hereto are made a part of this AGREEMENT.

SECTION 2 The parties shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (I) WORK BY THE CITY. The CITY shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete:
 - (a) The traffic signal upgrades including construction of handholds and cable in conduit and all other traffic signal control equipment.
 - (b) The installation of vehicle detector loops in the pavement.
 - (c) Installation of highway traffic control signals on the COMPANY'S cantilevers at the location depicted on Attachment 2.
 - (d) Engineering inspection.
 - (e). Incidental work necessary to complete the items hereinabove mentioned.
- (II). WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the CITY, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, (23 CFR 1401) and supplements, all the labor, materials and work equipment required to perform and complete:
 - (a) Removal of the existing 2 wire interconnected cable and installation of the 3 wire interconnect cable into the COMPANY'S signal controller-cabin.
 - (b) Incidental work necessary to complete the items hereinabove specified.

The cost of the work to be performed by the COMPANY shall be billed to the CITY'S contractor who will promptly reimburse the COMPANY in accordance with the CITY'S Standard Specifications.

SECTION 3 Upon the completion of the work herein contemplated, the COMPANY shall operate and maintain, at its expense, the railroad warning devices including the interconnect circuitry up to the attachment point of the interconnect cable, and the grade crossings proper, and the CITY shall maintain the highway up to the ends of the track ties, the traffic signals on the COMPANY'S cantilever arms and the traffic control signals including the interconnect cable up to the connection with the COMPANY'S controller.

SECTION 4 In the event the existing cantilever requires replacement for whatever reason, the cost for the replacement and installation of that cantilever will be apportioned as follows: 50% - the CITY, 50% - the COMPANY.

SECTION 5 The CITY's contractor shall be responsible for all traffic signal installation, maintenance, repair and replacement and that the COMPANY shall not be liable for any damages to property or for bodily injury resulting from any traffic signal failure or malfunction.

SECTION 6 The CITY agrees to perform, using a contractor, the installation, maintenance and repair work for the traffic signals and traffic signal circuitry on the COMPANY's cantilever structure.

SECTION 7 The CITY agrees to require its contractor(s) and subcontractors performing the work described in this AGREEMENT to execute and deliver to the COMPANY prior to entering onto Company's property a Right of Entry Agreement in the form as that attached to and made a part of this AGREEMENT as Attachment 3.

SECTION 8 Highway traffic signals and railroad flashing lights provide different traffic control indications to motorists. Highway traffic signals indicate a motorist's right-of-way through an intersection and railroad flashing lights indicate when a motorist should yield for an approaching train at a grade crossing, both of which the CITY believes are required at the subject location due to the close proximity of the Martin Luther King Boulevard and White Oak Road intersection to the COMPANY's grade crossing. Both the highway traffic signals and railroad flashing lights shall have isolated power sources.

SECTION 9 The CITY believes that any sight obstruction for motorists at Martin Luther King Boulevard and White Oak Road and visual clutter caused by the existing highway and railroad cantilevers located within close proximity of each other will be eliminated if the traffic signals and the railroad flashing lights are installed on the same cantilever.

SECTION 10 The CITY agrees to contract with a private company or companies to install and thereafter maintain and repair all other highway traffic signals and circuitry herein required by this AGREEMENT and the COMPANY shall install and thereafter maintain and repair all of the railroad signals and circuitry herein required by this AGREEMENT.

SECTION 11 The CITY or the CITY's contractor shall notify the COMPANY at least 7 days prior to commencing the traffic signal installation work.

SECTION 12 The CITY or the CITY's contractor shall be required to notify the COMPANY prior to performing maintenance work to the traffic signals.

SECTION 13 The CITY hereby agrees that all installation and maintenance work for which the CITY is responsible under this AGREEMENT, shall be performed utilizing a "Bucket Truck" and under no circumstances should the CITY'S workers or its contractor be on COMPANY'S cantilever structure.

SECTION 14 This AGREEMENT shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the COMPANY this _____
day of _____, 2007

NORFOLK SOUTHERN
RAILWAY COMPANY

Attest:

Asst. Corporate Secretary

By: _____
Title:

Executed by the CITY, this 27th
Day of November, 2007

CITY OF BLOOMINGTON

By: Stephen F. Stockton
Title: Mayor

THIS AGREEMENT, made and entered by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "Railway"; and CITY OF BLOOMINGTON, a municipality of the State of Illinois, hereinafter styled "City":

WITNESSETH:

That the Parties hereto agree as follows:

1. THAT, for and in consideration of the premises, the payment of ONE HUNDRED AND 00/100 DOLLARS (\$100.00), and in the interest of public convenience, Railway hereby grants to City, at City's sole cost and expense and insofar as Railway's title enables it so to do and without warranty:

(a) the right to install, maintain, operate, rebuild and remove a base mounted control box, or in lieu thereof, a cable junction box (in either case hereinafter referred to as the "Box") upon the right of way or property of Railway at or near the location noted below; and

(b) the right to install, maintain and remove the necessary wires or cables (hereinafter referred to as the "Cables") under, over or upon the right of way or property and across any tracks of Railway at or near the location noted below; (the Box and the Cables to be located in accordance with Drawing No. _____, dated _____, attached hereto

as Exhibit A and made a part hereof), for the purpose of connecting City's cable to Railway's cable (all hereinafter referred to as the "Interconnection.") to facilitate City's installation and maintenance of traffic light signals at the intersection of Martin Luther King Jr. Drive and White Oak Road, located adjacent to the intersection of Railway's track and Martin Luther King Jr. Drive, located at Milepost 377.34, a public road crossing designated as DOT No. 480 158K which is equipped with grade crossing warning devices, at or near Bloomington, McLean County, Illinois (hereinafter referred to as the "Grade Crossing.").

2. In making the Interconnection, City shall conform to such specifications as may be prescribed by Railway, and shall perform in accordance with sequence charts prepared by City and provided as information to Railway, which said sequence charts are made a part of this Agreement whether or not the same are attached hereto. The installation, maintenance, operation, rebuilding and removal of the Interconnection shall be subject to the inspection, supervision and approval of the Superintendent of Railway, or his duly authorized representative; it being understood and agreed that Railway shall be under no obligation to furnish electric current for the operation of the Interconnection. Approval by the Superintendent of Railway or his duly authorized representative shall in no way limit the obligations, liabilities or risks assumed by City herein.

3. It is understood and agreed by the parties hereto that Railway shall not incur any expense in connection with the Interconnection. City shall pay to Railway, promptly upon receipt of bill rendered therefor, the actual expenditures incurred by Railway in connection with the Interconnection including, but not limited to, the expenditures shown on the estimate marked Exhibit B and dated _____, attached hereto and made a part hereof.

4. In the event that the proper use, maintenance and control of the right of way or property of Railway, or the proper construction, maintenance or use of Railway communication or signal wires located thereon, shall hereafter make necessary any change in the location of the Interconnection, or any related facilities of City, including but not limited to the traffic control devices, City shall make such necessary change(s), at City's sole cost and expense, within thirty (30) days after receipt of written notice from Railway so to do; or, in default thereof, Railway may make such change(s), at the sole cost and expense of City, which shall promptly reimburse Railway upon receipt of bill rendered therefore.

5. Indemnity.

(a) Railway shall have no responsibility or liability for any loss of life or injury to person, or loss of or damage to property, growing out of or arising from the design, installation, maintenance, operation, rebuilding, or removal of the Interconnection. City accepts the privilege hereby granted with full cognizance of the risk of loss of life, personal injury (including, but not limited to, the loss of life or injury to City's agents, workmen, servants, or employees, or users of the Grade Crossing), and property loss or damage that may be caused by the design, installation, maintenance, operation, rebuilding or removal of the Interconnection by City or others. City is willing to assume this risk and covenants that the privilege hereby granted shall be used and enjoyed at the sole risk of City, and that Railway shall not have any responsibility whatsoever for any such loss, injury or damage. To that end, City shall indemnify and hold Railway wholly

harmless from the consequences of any such loss, injury (including, but not limited to, the loss of life or injury to City's agents, workmen, servants, or employees, or users of the Grade Crossing), or damage, and the indemnity obligations imposed upon City by this paragraph shall be absolute and shall not be affected by the negligence, either primary or contributory, of Railway, its directors, officers, agents or employees; Provided, and it is distinctly understood and agreed, that the provision of this paragraph shall have no application to any loss, injury or damage growing out of or resulting from the failure or improper operation of said grade crossing warning devices of Railway when such failure or improper operation is not attributable to the presence or existence of the Interconnection; the intention of the parties hereto being that Railway shall have and assumes the same responsibilities and obligations with respect to the grade crossing warning devices, and the operation thereof, that it had prior to the installation of the Interconnection, and no other. City shall have and assume sole responsibility for the Interconnection, including, but not limited to, the operation or function thereof.

(b) Notwithstanding any other provision of this Agreement, it is mutually understood, agreed and covenanted that City accepts this Agreement as a license and assumes all risk of damage to its property by reason of its occupation of the premises herein described, caused by any defects therein or business conducted on the premises, whether caused by the negligence, either primary or contributory, of Railway, its directors, officers, agents or employees, or otherwise, and City hereby indemnifies Railway, its directors, officers, agents, and employees, from and against any such liability for said damage to City's property.

6. Insurance.

(a) Prior to the operation of the Interconnection, City shall procure and maintain during the life of this Agreement a policy of general liability insurance, containing contractual liability coverage and naming Railway as an additional insured, with a combined single limit of not less than \$2,000,000 each occurrence. Said insurance shall be of such form and content as may be acceptable to Railway. As evidence of said insurance, a certificate of insurance shall be furnished to and approved by the Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2191, prior to entry on Railway's property or use of the Crossing. Said insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or limits, or changed in any material way, without thirty (30) days' advance written notice to Railway's Risk Manager.

(b) Prior to commencement of the installation, maintenance, rebuilding or removal of the Interconnection during the term of this Agreement, City, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate.

(c) The insurance required herein shall not limit the liability assumed by the City under this Agreement.

7. City shall provide written notice to Railway of its proposed entry onto Railway right-of-way or property, and shall secure Railway's approval to enter upon its right-of-way or property. City shall be responsible for any and all costs of flagging.

8. In the event that City disconnects, in whole or in part, the Interconnection without terminating this Agreement as provided in Paragraph 9 hereof, City shall take steps to ensure the safe passage of motor vehicle traffic over the Grade Crossing and shall notify the appropriate public officials that City has disconnected the Interconnection.

9. Either party hereto may terminate this Agreement at any time by (sixty) 60 days' written notice to the other, and upon the expiration of the time limited by such notice this Agreement shall terminate. At or before such termination, City shall, at its sole cost and expense, remove the Interconnection from the premises herein described, and restore said premises and grade crossing warning devices of Railway to the condition existing prior to the installation of the Interconnection and related facilities, including but not limited to the traffic control devices, of City. Any obligation accruing to City under this Agreement prior to the effective date of termination of this Agreement shall survive and shall not be extinguished or otherwise affected by such termination.

10. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's directors, officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their directors, officers, agents and employees.

11. This Agreement shall take effect as of the ____ day of _____ 20__ and shall supercede and cancel any other agreement governing the installation or maintenance of an interconnection between grade crossing warning devices and traffic signals at the aforesaid location.

IN WITNESS WHEREOF, the PARTIES HERETO have executed these presents in duplicate, each part being an original, as of the ____ day of _____ 20__.

In the Presence of:

NORFOLK SOUTHERN
RAILWAY COMPANY
By

As to Railway

Real Estate Manager

In the Presence of:

City of Bloomington
By

Tracey Covert
City Clerk

Stephen F. Stockton
Mayor

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Interconnect Agreement with the Norfolk Southern Railroad by 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: Professional Services Contract

Staff respectfully requests approval of a contract to engage persons and/or groups represented by Roll Call Entertainment to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contract will be \$8,000.

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 this group 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 that Council approve the contract with Roll Call Entertainment in the amount of \$8,000 and the Mayor and City Clerk be authorized to execute the necessary documents. Funding for this contract 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

(CONTRACT ON FILE IN CLERK'S OFFICE.)

Motion by Alderman Gibson, seconded by Alderman Schmidt that the contract from Roll Call Entertainment be accepted and that the Mayor and City Clerk be authorized to execute said contracts.

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: University Avenue Watermain from Main Street to East Street IDOT Utility Permit

Illinois Wesleyan University is replacing the water main on University Avenue from Main Street to East Street with a larger diameter main. Construction plans for the work were approved on November 5, 2007. Some of this work will occur within state right-of-way and the City is required by District 5 of the Illinois Department of Transportation (IDOT) to execute a Utility Permit.

Staff respectfully recommends that Council approve a utility permit with IDOT District 5 and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(IDOT UTILTIY PERMIT ON FILE IN CLERK'S OFFICE.)

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Utility Permit 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: Members of the City Council

From: Liquor Commission

Subject: Application of Makkena, Inc., d/b/a West Market Street Grocery, located at 301 - B W. Market St., for a PBS liquor license, which will allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of Makkena, Inc., d/b/a West Market Street Grocery, located at 301 - B W. Market St., requesting a PBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Parvathi Roni Makkena, owner/operator and Applicant representative.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. Hannah Eisner, Deputy Corporation Counsel, noted that this application involved a change of ownership. A new license would need to be created. Parvathi Makkena, owner/operator and Applicant representative, addressed the Commission. She described the store as a neighborhood convenient store. Venu Danda, current owner/operator and license holder, was moving out of town and selling the business.

Commissioner Buchanan questioned Ms. Makkena's background and experience. He also questioned if any staffing changes were planned. Ms. Makkena stated that she held a Master in Information Sciences. She had been working with Mr. Danda at W. Market St. for the past six (6) months. She understood the business and added that there had not been any issues related to alcohol. She noted that the lease placed additional restrictions regarding the sale of alcohol. The business hours were 7:00 a.m. to 10:00 p.m. Liquor sales were restricted until after 10:00 a.m. from Monday through Saturday. She planned to continue the same business hours. The parking lot is monitored and loitering is not permitted. Packaged beer is offered for sale. There are no single serve sales. She believed this condition was good for the neighborhood. She planned to hire one (1) employee and retain the existing staff.

Ms. Eisner offered a copy of the current conditions to the Commission: 1.) the sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750 ml of wine; 2.) that there be no sale of alcohol before 10:00 a.m. on Monday through Saturday; and 3.)

that the dedicated sales space for stocking/displaying of alcohol be limited to ten percent (10%) of the available floor space not to exceed 100 square feet (reference Applicant lease). These conditions could be placed upon this Applicant. She noted that there were similar conditions contained in the lease.

Commissioner Buchanan opened the hearing for public comment.

Cindy Arnold, 504 N. Lee, addressed the Commission. She expressed her belief that the current license holder did not hold a Sunday license. Ms. Eisner affirmed that currently there was a Sunday license. Ms. Makkena added that Sunday sales are not allowed until after 12 noon. Ms. Arnold expressed her support for the current conditions. Some of these conditions were also contained in the lease. She cited the school bus stops, children, and pedestrian traffic. Ms. Makkena stated her awareness of the current conditions.

Dennis Arnold, 504 N. Lee, addressed the Commission. He stated that Mr. Danda would be missed. He welcomed Ms. Makkena. He currently served as Vice President of the Gridley Allin, & Prickett's, (GAP), neighborhood association. He requested that the conditions currently placed upon Mr. Danda's liquor license be added to Ms. Makkena's application.

Ms. Eisner noted that time of sale was not contained in the lease. Commissioner Buchanan noted that assumptions were being made. He noted that Ms. Makkena appeared to be in agreement with the existing conditions. Mr. Arnold expressed his opinion that the neighborhood would support the store with the existing conditions.

Commissioner Petersen expressed his concern regarding the store's windows, signage, and visibility. Mr. Danda expressed his belief that there was not an obstruction. Staff has a view of the parking lot. The windows were clear. He reminded the Commission of the addition of a freezer. Commissioner Buchanan questioned if the store was in compliance with City Code. The issue was security. Mr. Danda stated that there was only one (1) neon sign as directed by the Commission. He did not tolerate loitering. He had been training Ms. Makkena for the past six (6) months. She has been at the store at all hours. She was familiar with the lease's conditions. The only issue at the store was shop lifting. Juveniles were involved. He described it as a society issue. Commissioner Buchanan questioned if Mr. Danda had addressed this issue with the GAP neighborhood association. He encouraged all involved to work with Police Department. He also encouraged Ms. Makkena to be come active in GAP. He expressed his opinion that Ms. Makkena appeared to be prepared to assume the business.

Ms. Eisner questioned when the sale of the business would take place. Mr. Danda stated December 1, 2007. He would remain in the community until December 20, 2007.

Ms. Eisner noted that the lease was valid until 2009. Ms. Makkena added that the lease contained a renewal clause.

Based on the above, the Liquor Commission recommends to the City Council that a PBS liquor license for Makkena, Inc., d/b/a West Market Street Grocery, located at 301-B W. Market St., be created, contingent upon compliance with all applicable health and safety codes with the

following conditions: 1.) the sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750 ml of wine; 2.) that there be no sale of alcohol before 10:00 a.m. on Monday through Saturday; and 3.) that the dedicated sales space for stocking/displaying of alcohol be limited to ten percent (10%) of the available floor space not to exceed 100 square feet (reference Applicant lease).

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Alderman Hanson expressed his belief that he had voted against the creation of the original liquor license. He noted that this application involved a change of ownership. He questioned if there had been any problems and/or violations at this location.

Mayor Stockton informed the Council that the Commission had reviewed the liquor license several times. The neighbors had also been invited too. Minor issues were raised such as litter. The Commission recommended that the existing conditions be retained. The new owner had been in training for the past six (6) months.

Alderman Schmidt noted that this business was located in the Gridley Allin Pricketts, (GAP), neighborhood. She was satisfied that the conditions would be transferred. The new owner planned to become involved in GAP.

Mayor Stockton noted that a dialogue had been opened with the neighbors. The City's involvement would not be needed.

Alderman Fruin noted that there was not a condition placed upon Sunday sales. Sales could not commence until noon on Sundays. He expressed his support for the license conditions. He cited the single serve sales issue. He questioned if this condition had been applied to other "G" licensed locations.

Mayor Stockton noted that this issue could be addressed at the time of annual renewal. The City would have to be informed of problem establishments. The key would be neighborhood involvement.

Motion by Alderman Gibson, seconded by Alderman Schmidt that a PBS liquor license for Makkena, Inc., d/b/a West Market Street Grocery located at 301-B W. Market St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) the sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750 ml of wine; 2.) that there be no sale of alcohol before 10:00 a.m. on Monday through Saturday; and 3.) that the dedicated sales space for stocking/displaying of alcohol be limited to ten percent (10%) of the available floor space not to exceed 100 square feet (reference Applicant lease).

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Application of D & S Funnybone, Inc., d/b/a Donnie B's Funnybone Comedy Club, located at 1407 N. Veterans Pkwy., for a TAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of D & S Funnybone, Inc. d/b/a Donnie B's Funnybone Comedy Club, located at 1407 N. Veterans Pkwy., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Luke Swanson, General Manager and Applicant representative.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. Luke Swanson, General Manager and Applicant representative, addressed the Commission. D & S Funnybone, Inc. had held a TAS (Tavern, All Types of Alcohol, Sunday Sales), license in the past. No one under age twenty-one (21) years of age is allowed at Funnybone. Everyone is carded at the door. Donnie Bassford extended his apology for being unable to attend the Liquor Hearing. The Funnybone had been at two (2) different locations in town, (the Castle Theater and Brandtville).

Commissioner Buchanan noted the drawings, (floor plan), that had been submitted with this application. There was not a complete overview of the entire space on one (1) page. He questioned the specific location of each in relation to the others. Mr. Swanson explained the floor plan. He noted that the completed drawing of this space was on file in the City's P.A.C.E. office. Commissioner Buchanan stated that he had stopped by the building and noted that it was being remodeled. Mr. Swanson added that Funnybone had leased two (2) suites/retail spaces. The entire space would be defined as the premise. Suite 18 would serve as the comedy club. Suite 27 would serve as office and staging.

Commissioner Clapp questioned the drawings/floor plan. She specifically cited the number of tables and chairs. Mr. Swanson noted that any estimate of occupancy would be premature. Changes were being made to provide access, (ADA - American with Disabilities Act). The number of both would be reduced. Funnybone would have a service bar with wait staff. No food would be offered.

The Commission discussed the floor plan and the flow of people. Mr. Swanson noted that there would be one (1) entrance. Tickets would be sold in the bar area. The bar would be open during the entire show. Funnybone would offer multiple exit points.

Hannah Eisner, Deputy Corporation Counsel, questioned if there would be an outdoor area for smoking. Mr. Swanson responded negatively.

Commissioner Clapp questioned the business hours. Mr. Swanson noted Sunday through Thursday - 3:00 p.m. to 1:00 a.m., and Friday and Saturday - 3:00 p.m. to 2:00 a.m. Commissioner Petersen questioned if the hours would be an expansion of same from the previous license. Mr. Swanson noted that the Funnybone would be opening earlier than when the Funnybone was hosted at the Castle Theater and Brandtville. It used to close when the show was over. The Funnybone can bring in bigger names during the week. The hope was to retain the crowd when the show was over. The showroom/comedy club would be closed. The bar area would remain open.

Commissioner Buchanan questioned if Funnybone would be interested in renting out the facility for private functions. Mr. Swanson noted that Funnybone was interested in hosting conferences/seminars. There would be a stage and audio equipment. The room is furnished with tables and chairs. The comedy club would not be available as a party room.

Commissioner Clapp questioned the number of shows per night. Mr. Swanson noted one or two (1 - 2). If two (2) shows were offered, then the show times would be 8:30 p.m. and 10:30 p.m. If the Funnybone is able to book a big name, then there might be three (3) shows that evening. When a show is over, the patrons must leave the showroom/comedy club. These individuals would be allowed to move over to the bar side.

Commissioner Buchanan questioned the nature of the entertainment (adult). Mr. Swanson responded negatively. He described Thursday nights as R rated. This was also known as college nights. Friday and Saturday nights were labeled PG - 13. He cited language as the difference.

Commissioner Buchanan questioned staffing. Mr. Swanson restated that he was employed as the General Manager. There would also be a bar and showroom manager. In addition, there were assistant managers.

Commissioner Buchanan questioned security issues. Mr. Swanson noted that Funnybone had no experience with fighting. Some patrons become too loud. This type of incident occurs almost nightly. There was always two (2) security staff in the showroom during a performance.

Commissioner Buchanan requested public comment.

Tyler Holloway, owner/operator and license holder for Fat Jack's, 507 - 511 N. Main St., addressed the Commission. Fat Jack's had been hosting Funnybone on Thursday nights. There had not been any problems. He described Funnybone's staff as professional. He wished them the best of luck.

Commissioner Petersen questioned the planned opening date. Mr. Swanson stated the end of the month. This location offered plenty of parking.

Based on the above, the Liquor Commission recommends to the City Council that a TAS liquor license for D & S Funnybone, Inc., d/b/a Donnie B's Funnybone Comedy Club, located at 1407 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Gibson, seconded by Alderman Schmidt that a TAS liquor license for D & S Funnybone, Inc., d/b/a Donnie B's Funnybone Comedy Club located at 1407 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition for Vacation and Dedication of Public Utility Easement Lot 1 Heartland Hills Fire Station Subdivision

The City owns Lot 1 of the Heartland Hills Fire Station Subdivision and a 60 foot parcel of property to the south of Lot 1. All of this property was purchased for the purpose of constructing a new fire station. There is a 30 x 30 easement for the benefit of Verizon in the northwest corner of Lot 1 and a ten foot public utility easement along all four sides. The Verizon easement and

the public utility easement along the south line of Lot 1 needs to be vacated and relocated to make way for the construction of Six Points Road improvements and the fire station. Verizon has facilities in the existing 30 x 30 easement and has agreed to relocate those facilities to a new 28 x 28 easement that will be granted immediately south of the existing one. There are no utilities located within the other easements.

Staff has prepared a petition and Ordinance vacating the problem easements and dedicating new ones in more appropriate locations on Lot 1 and the land to the south, and granting a new 28 x 28 easement expressly for Verizon. Staff respectfully recommends that the Vacation and Dedication be approved and the Ordinance passed.

Respectfully,

Hannah Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

**PETITION FOR VACATION
OF 30 x 30 VERIZON EASEMENT PUBLIC UTILITY EASEMENT ON THE SOUTH
LINE OF LOT 1 HEARTLAND HILLS FIRE STATION SUBDIVISION
AND FOR ACCEPTANCE OF THE DEDICATION OF NEW EASEMENTS**

State of Illinois)
)ss.
County of McLean)

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

Now comes the City of Bloomington, hereafter referred to as the Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks vacation of the 30 x 30 Verizon easement on Tract 1 on Exhibit A and the public utility easement running along the south line of Tract 1 on Exhibit A, except the west 10 feet and east ten feet thereof, as shown on the 30 x 30 Easement Vacation and Utility Easement Vacation plats attached hereto as Exhibits B and C respectively and described on Exhibits D and E respectively;
3. That Petitioner does hereby dedicate public utility easements across Tract 1 and Tract 2 on Exhibit A as shown on the Public Utility Easement Plat attached hereto as Exhibit F and described on Exhibit G to replace the vacated easements;

4. That Petitioner will convey a new 28 x 28 easement to Verizon as shown on the Verizon 28 x 28 Easement Plat attached hereto as Exhibit H and in the form attached hereto as Exhibit I;

5. That said vacation of the Verizon easement and public utility easement is reasonable and proper because the easements in their current location will interfere with construction of site improvements and the adjacent road and further that new easements are being dedicated in their place.

WHEREFORE, your Petitioner prays that the aforescribed Verizon easement and public easement be dedicated and that the dedication of the new public utility easement be accepted.

Respectfully submitted,

City of Bloomington

Stephen F. Stockton
Mayor

ORDINANCE NO. 2007 - 96

**AN ORDINANCE PROVIDING FOR THE VACATION OF 30 x 30 VERIZON
EASEMENT PUBLIC UTILITY EASEMENT ON THE SOUTH LINE OF LOT 1
HEARTLAND HILLS FIRE STATION SUBDIVISION
AND FOR ACCEPTANCE OF THE DEDICATION OF NEW EASEMENTS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington McLean County, Illinois, a petition requesting the vacation of a 30 x 30 Verizon easement and a public utility easement on Lot 1 in the Heartland Hills Fire Station Subdivision as shown on the plats attached to said Petition as Exhibits B and C; and

WHEREAS, the aforementioned petition also requested acceptance of the dedication of new public utility easements to replace those being vacated as shown on plat attached to said Petition as Exhibit F; and

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

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

WHEREAS, it is reasonable and property to vacate the existing easements and accept the dedication of new easements as requested in this case.

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

1. That the 30X30 Verizon easement and public utility easement are hereby vacated.
2. That the new public utility easements are hereby accepted.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 26th day of November, 2007.

APPROVED this 27th day of November, 2007.

Stephen F. Stockton
Mayor

Attest:

Tracey Covert
City Clerk

EXHIBIT A

Tract 1: Lot 1 in Heartland Hills Fire Station Subdivision, City of Bloomington, McLean County, Illinois.

Tract 2: A part of the Northeast Quarter of Section 14, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Northeast corner of the North One Half of the Northeast Quarter of Section 14, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois: thence West 100.00 feet along the North line of Northeast Quarter of said Section 14; thence South 00°-30'-17" East, 43.00 feet to a point on the proposed West right of way line of Mitsubishi Motorway and existing South right of way line of Six Points Road; thence continuing South 00°-30'-17" East, along said proposed West right of way line, 255.87 feet to the true point of beginning; thence continuing South 00°-30'-17" East, along said proposed West right of way line, 60.00 feet; thence South 89°-02'-26" West, 343.97 feet; thence North 00°-30'-17" West, 60.00 feet; thence North 89°-02'-26" East, 343.97 feet to the point of beginning, in McLean County, Illinois.

(EXHIBIT B 30' x 30' EASEMENT VACATION; EXHIBIT C UTILITY EASEMENT VACATION; EXHIBIT D DESCRIPTION OF 30' x 30' EASEMENT VACATION; EXHIBIT E DESCRIPTION OF 10' UTILITY EASEMENT VACATION; EXHIBIT F PUBLIC UTILITY EASEMENT; EXHIBIT G DESCRIPTION OF 10' WIDE UTILITY EASEMENT; EXHIBIT H VERIZON 28' x 28' EASEMENT; AND EXHIBIT I DESCRIPTION OF 28' x 28' VERIZON EASEMENT ON FILE IN CLERK'S OFFICE.)

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Vacation and Dedication be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order to Professional Services Agreement with APACE Design

On August 10, 2007 bids were opened for the construction of Fire Station #5. The low bid was submitted by P.J. Hoerr in the amount of \$3,400,000, which exceeded the budget by \$400,000. On August 23, 2007, Council rejected all the bids and authorized staff to negotiate with PJ Hoerr in an attempt to obtain a construction contract within budget. Those negotiations were unsuccessful.

As a result, staff respectfully requests that Council approve a Change Order to the professional services agreement with APACE Architects and Engineers in the amount of \$47,900 for redesign and re-bidding of the fire station project. Total redesign and re-bid costs are estimated at \$55,000. Payment will be made from account # X40100-70050 Engineering Services.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 102

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$47,900 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND APACE ARCHITECTS AND ENGINEERS FOR REDESIGN
AND RE-BIDDING OF THE FIRE STATION PROJECT**

WHEREAS, the City of Bloomington has previously entered into a contract with APACE Architects and Engineers for the Design and Bidding of the Fire Station #5 project; and

WHEREAS, for the reasons set forth in a staff report dated November 26, 2007 it was necessary to redesign and re-bid the project; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the November 26, 2007 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$47,900 in the contract between the City of Bloomington and APACE Architects and Engineers for redesign and re-bidding of the fire station project be approved.

ADOPTED this 26th day of November, 2007.

APPROVED this 27th day of November, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Finnegan questioned the redesign cost. He expressed his concern about the cost of this Change Order which was for redesign/rebid work.

Keith Ranney, Fire Chief, addressed the Council. The City's cost for the original design was \$214,950. This Change Order included new specifications. Changes were made to the plumbing, electrical, and HVAC (Heating, Ventilating, and Air Conditioning). He noted the goal for a LEEDs certified building. The City will not be able to do this and meet the budget. Some of the existing specifications would still be useable. The City would have the right to maintain the original drawings.

Alderman Finnegan questioned building costs. Chief Ranney stated that he did not know. City staff and APACE tried to negotiate with PJ Hoerr. They believed it could be done. It was possible to build a good, efficient, functional, quality fire station which would serve the City for over fifty (50) years.

The LEED certification process was expensive. The reporting system took over one (1) year after the building was completed. The estimated cost was two to five percent (2 – 5%) of the project's cost. The project would include some green components. The goal was to end up \$25,000 under the \$3 million figure. He believed that there had been significant cost reductions. He added that it would still be a quality building.

Mayor Stockton noted that the bids may not come in under the \$3 million figure. He questioned if the building could be built to LEED standards without the certification. He questioned if other cities had taken similar action due to the cost.

Alderman Finnegan questioned if the City could find the dollars to build the fire station as is. Mr. Hamilton responded negatively. Chief Ranney added that the project must meet the budget's constraints.

Alderman Purcell questioned grant dollars. Chief Ranney noted the dollar issues. Grant dollars would be accepted with contingencies.

Alderman Huette questioned the \$3 million provided in the budget. Chief Ranney estimated the cost at \$3.12 million. The bids came in at \$3.4 million. Alderman Huette questioned this expenditure. He wanted an assurance that if rebid, the cost would not exceed the budget. Chief Ranney informed the Council that three (3) meetings had been held with APACE. Cuts to the project were made. There would be a new bid packet. Alderman Huette questioned the cost. Chief Ranney noted that over \$6,000 was spent for copies of the original bid. He stated his intention to limit bid sets to five (5) per general contractor. Alderman Huette questioned the total cost/charge for APACE. Chief Ranney noted that the \$55,000 included the cost for prints. He stated his preference for the original building design which the City could not afford. Alderman Huette noted that the City was at an impasse.

Mr. Hamilton noted that the credits given for significant building changes were not substantive. The values should have been higher. New architectural drawings would be needed.

Mayor Stockton noted that the Council had three (3) choices: 1.) do not build the station; 2.) build for \$3.4 million; or 3.) rebid.

Mr. Hamilton noted that the project had been changed significantly. There was no guarantee as to price.

Alderman Schmidt questioned design build. Mr. Hamilton noted that the decision needed to be made upfront. The City's goal was LEEDS certification. A conventional building would have been different. Chief Ranney recommended that the City retain the geothermal system. The sleeping bays would have radiant heat. Geothermal was superior to forced air. He cited fire station #2 as an example.

Alderman Purcell questioned the pay back. Chief Ranney estimated the time line at three and a half to five and a half (3 ½ - 5 ½) years. This would be due to energy savings. At a later date the City may be able to modify the fire station. Additional green features could be added. He cited energy generation.

Alderman Stearns questioned the status of state grants. Chief Ranney stated that he was not counting on state grants. The dollars had not been released. If they are received, then they would reduce the cost of the building. Mr. Hamilton added that these dollars would be placed in the City's General Fund.

Alderman Stearns questioned if the City had new plans. Chief Ranney informed the Council that the City had received a three (3) page document from PJ Hoerr. If the Council votes to rebid the project, then PJ Hoerr would be told no. He cited the figures provided by APACE and PJ Hoerr. Alderman Stearns stated that there was no guarantee

(\$3 million goal). Chief Ranney noted that the bid would include alternatives. Mr. Hamilton added that they would be a part of the bid tabulation.

Alderman Fruin expressed his concern. He noted the need to balance cost and functionality. He noted that City staff was willing to sacrifice the bells and whistles. He questioned if the City would be able to afford an addition in five (5) years. Chief Ranney expressed his opinion that the building would serve the City for some time. It would be safe and functional. City staff planned to leave room for change orders. There would be individual sleeping rooms in both new fire stations. The existing fire stations would also be modified.

Alderman Purcell questioned the time line. Chief Ranney stated February 2009 which was beyond his hopes. Alderman Purcell questioned staff hiring. Chief Ranney informed the Council that the hiring would be completed this fiscal year. Additional EMT – P’s were needed. The City had the call volume.

Mayor Stockton commented on his observations of the Council’s discussion. He presented the following alternatives: 1.) do not automatically accept bid; 2.) look at pay back for energy savings investment; and 3.) critically examine the options.

Motion by Alderman Schmidt, seconded by Alderman Hanson 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: Petition submitted by ARK VI, Inc., requesting approval of an Amended Preliminary Plan for the Eagle View South Subdivision, which is commonly located east of Towanda Barnes Road, south of 1600 N Road, and west of 2000 E Road, consisting of 15.84 acres- Case PS-03-07 - (Ward 9)

BACKGROUND INFORMATION:

Adjacent Zoning

north - R-2 Mixed Residence District
south - A- Agriculture District (County)
east - A- Agriculture District (County)
west - B-1 Highway Business District
and Commercial District (County)

Adjacent Land Uses

north - vacant lots & detention basin
south - grain storage
east - agriculture
west - landscape co. & church

Comprehensive Plan: recommends Regional Highway Commercial land use for the subject property.

The proposed revision to this Preliminary Plan applies only to the southern 15.84 acres of the Eagle View South Subdivision that will be zoned B-1 Highway Business District when it is annexed to the City under the terms of an annexation agreement approved by Council on October 24, 2005.

The original Preliminary Plan, also approved on October 24, 2005, had proposed ten (10) lots for business use and one (1) outlot for a storm water detention basin on this 15.84 acre site. These ten (10) lots would have had vehicular access from “Barnes Court”, a new north-south cul-de-sac street that would have been extended southerly through the Original Town of Barnes Subdivision to an intersection with G. E. Road, east of Towanda Barnes Road. The proposed revision to this preliminary plan now proposes fourteen (14) lots for business use and one (1) outlot for storm water detention with vehicular access from “Barnes Lane”, a new dead-end street intersecting with Towanda Barnes Road at the north edge of this site and extending easterly approximately 460 feet and then southerly to terminate at Main Street in the Original Town of Barnes Subdivision.

The plan indicates that Main Street is to be vacated when it is annexed to the City, and the northern one half of Main Street is to be added to Lots 138, 139 and 140 as shown on this revised plan. The proposed new intersection of Barnes Lane with Towanda Barnes Road must be approved by the McLean County Highway Department because Towanda Barnes Road is a County highway.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, November 14, 2007. Mr. Neil Finlen, P.E., Farnsworth Group, Inc., 2709 McGraw Drive, presented testimony at this hearing in favor of this petition on behalf of the petitioner, ARK VI, Inc. He noted that the proposed new intersection of Barnes Lane with Towanda Barnes Road was approved by the Mc Lean County Board Transportation Committee on August 7, 2007. He testified that an ingress and egress access easement will be dedicated by ARK VI, Inc. from the south end of Barnes Lane to Lots 14 and 15 of the original Town of Barnes that are owned by Mr. Thomas A. Hanley, P.O. Box 20994, Juneau, Alaska, as referenced in the attached November 12, 2007 letter to the Planning Commission from Thomas A. Hanley. Mr. Finlen also testified that this amended preliminary plan will not affect the sewage capacity of the sewage lift station that will

serve Mr. Hanley's 37.25 acres at the southwest corner of Towanda-Barnes Road and Fort Jesse Road.

Mr. Stan Zimmerman, 1407 Towanda Ave., testified in opposition to this petition. He testified that he owns the Barnes Grain Elevator that is located south of the property in question. He objected to the proposed new intersection of Barnes Lane and Towanda Barnes Road because it is closer than one half mile (1/2) to another intersection or curb cut on Towanda Barnes Road. He stated that he had applied for a new driveway access on to Towanda Barnes Road for the grain elevator property and had been denied by the County Engineer because it was closer than one half mile (1/2) to another intersection or curb cut. He objected to the proposed new intersection of Barnes Lane and Towanda Barnes Road being approved by the County Board Transportation Committee.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented at the public hearing, the Planning Commission passed a motion by a vote of 7 to 1 recommending Council approval of this petition in Case PS-03-07 as presented.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends Council approval of this petition with the revisions cited in the attached November 6, 2007 memorandum to Douglas G. Grovesteen, Director of Engineering, from Ryan L. Otto, P.E.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Tom Hamilton, City Manager, recommended that this item be laid over until the Council's December 10, 2007 meeting. An agreement between the Petitioner and the adjacent property owner would be in written format by that date.

Motion by Alderman Schmidt, seconded by Alderman Fruin that the amended Preliminary Plan be laid over until the December 10, 2007 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.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public hearing on the petition submitted by Interchange City West, LLC, requesting annexation and B-1, Highway Business District and S-2, Public Lands and Institutions District zoning for property commonly located north of Outlot A in the Interchange City West Subdivision, Third Addition, south of Enterprise Drive, and west of Maple Hill Road, consisting of approximately 10.17 acres - Case Z-18-07 - (Ward 6)

BACKGROUND INFORMATION:

Adjacent Zoning/Adjacent Land Uses

north - B-1 General Business (Town of Normal)	north - commercial (outlet mall)
south - B-1 Highway Business & A- Agriculture	south - storm water detention basin
east - C-1 Office District	east - vacant land
west - B-1 Highway Business District	west - multiplex theater

Comprehensive Plan: Recommends regional highway commercial land use for the property in question.

The 10.17 acre property in question is predominantly vacant land that includes the site of a 3.08 acre storm water detention basin and the site of a high rise off-premise sign that advertises a multiplex theater presently being constructed on land located within the City limits to the west of the subject property. The subject property is presently still within the corporate limits of the Town of Normal and will not be disconnected from the Town until it is annexed to the City. This high rise off-premise sign is an unlawful sign due to the fact that it was constructed without a sign permit having been issued by the Town of Normal. The legal status of this sign should be resolved with the Town before this property is annexed to the City.

The petitioner is requesting S-2, Public Lands and Institutions District zoning for the detention basin and B-1, Highway Business District zoning for the balance of the property in question. This zoning is consistent with the Comprehensive Plan. The proposed annexation agreement is also asking the City to grant such waivers, variations and exceptions as necessary to use this high rise off-premise sign as a lawful and conforming use. The legal issues associated with this sign will have to be resolved before staff can recommend approval of the annexation and rezoning of this property.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, November 14, 2007. Mr. David Brown from Lewis, Yockey & Brown, Inc., Professional Engineers, 505 N. Main St., was present at this public hearing to answer questions regarding this petition on behalf

of Interchange City West, LLC. No testimony was presented at this public hearing in opposition to this petition. Staff recommended that the Planning Commission pass a motion to lay over this petition and continue this public hearing until the Commission's next regular meeting on November 28, 2007 in order to allow time for the legal issues associated with this high rise off-premise sign to be resolved. After due consideration, the Planning Commission passed a motion by a vote of 9 to 0 to lay over this petition in Case Z-18-07 and continue this public hearing until the Commission's next regular meeting on November 28, 2007.

STAFF RECOMMENDATION:

Staff recommends that the Council open the November 26, 2007 public hearing on Case Z-18-07 and continue the public hearing until the Council meeting of December 10, 2007.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Tom Hamilton, City Manager, addressed the Council. He informed them that the Planning Commission had not completed their public hearing on this Petition. He requested that the item be laid over until the Council's December 10, 2007 meeting.

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

Motion by Alderman Hanson, seconded by Alderman Purcell that the public hearing be opened and the item be laid over until the December 10, 2007 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.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Amending Chapter 40 (Taxicabs) by Adding an Article Regulating Vehicles for Hire

On weekend nights in the Downtown, minivans have been transporting persons exiting the local bars. The City's Ordinance regulating taxis does not apply to vehicles having a capacity of more than ten (10) persons and not operated regularly upon established routes. These vehicles are not regulated.

By Intergovernmental Agreement, the City regulates taxicabs in both the City and Normal. The proposed ordinance addresses those vehicles which transport persons for payment when the transportation commences within the City's Central Business District, (CBD) and/or Normal's CBD, (Normal's CBD is described in the Ordinance and map showing its boundaries). The proposed Ordinance requires the vehicles to pass an inspection similar to that required of taxis (Section 1010 of the proposed ordinance) and requires drivers of vehicles for hire to pass the same type of background check required of taxi drivers (Section 1005 of the proposed ordinance).

The use of minivans outside of the Downtown and Normal CBD does not appear to be a problem and is not regulated by this Ordinance. The Council, of course, has the authority to impose additional regulations in the future if it determines that such regulations are warranted.

The Ordinance imposes a penalty of between \$250 and \$1,000 for a first offense and a penalty of between \$250 and \$2,500 for second and subsequent offenses.

The Police Department has also requested that an existing section of Chapter 40 be amended to delete the current requirement that applicants for taxi driver licenses be fingerprinted. According to the Police Department, this requirement has little practical value and only delays the application process.

Staff respectfully recommends passage and approval of the Ordinance.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2007 - 97

**AN ORDINANCE REGULATING VEHICLES FOR HIRE
OPERATING WITHIN THE CENTRAL BUSINESS DISTRICT
AND UPTOWN NORMAL**

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

Section One: Chapter 40 (Taxicabs) of the Bloomington City Code, 1960, as amended, is further amended by adding the following Article X:

**ARTICLE X
VEHICLES FOR HIRE
OPERATING WITHIN THE CENTRAL BUSINESS DISTRICT**

SEC. 1001 DEFINITIONS

For the purposes of this Article, “vehicles for hire” shall mean any motor vehicle engaged in the business of carrying persons for hire within the Central Business District of the City of Bloomington and/or the Central Business District of the Town of Normal.

For the purposes of this Article, “Central Business District of the City of Bloomington” shall mean the area bounded by the following streets:

Beginning at the intersection of Locust and Roosevelt Streets; thence east on Locust to Prairie Street; thence south to Douglas Street; thence east to Gridley Street; thence south to Jefferson Street; thence east to McLean Street; thence south to Front Street; thence west to Gridley Street; thence south to Olive Street; thence west to Prairie Street; thence south to Jackson Street; thence west along Jackson Street and an extension thereof to Main Street; thence north to Kentucky Alley; thence west to Center Street; thence north to Olive Street; thence west to Lee Street; thence north to Front Street; thence west to Oak Street; thence north to Monroe Street; thence east to Roosevelt Street; thence north to a point immediately south of Mulberry Street; thence east to a point halfway between the Roosevelt Street right-of-way and the Madison Street right-of-way; thence north to Locust Street.

For the purposes of this Article, “Central Business District of the Town of Normal” shall mean the area bounded by the following streets:

Starting at the point in the intersection of Fell Ave and W College Ave, then South to the intersection of S Fell Ave and the South right of way of the railroad, then North Easterly along said right of way to the point of the North West corner of the Parkinson St parking lot, then South to the centerline of Parkinson St, then North Easterly along said street centerline to the intersection of S Linden St, then

South to the intersection of Linden and Taylor St, then East to the center of the intersection of S Oak St, then North to the point of the intersection of the North row of E College Ave and the North row of the railroad, then North Easterly along said row to the Southern row of E Mulberry St, the along said row Westerly to the intersection of N Linden St, then South along the street centerline to the intersection of E College Ave , then West to the point of beginning.

For the purposes of this Article, “operate or drive a vehicle for hire” shall mean to operate a business or drive a vehicle which transports persons in return for payment when such transportation commences within the Central Business District of the City of Bloomington or the Central Business District of the Town of Normal.

SEC. 1002 ILLEGAL OPERATION OF VEHICLES FOR HIRE

No person or entity shall operate or drive a vehicle for hire within the Central Business District of the City of Bloomington or the Central Business District of the Town of Normal without complying with the requirements of this Article. Persons or entities otherwise regulated pursuant to the remainder of Chapter 40 of the Bloomington City Code are exempt from the requirements of this Article X.

SEC. 1003 PERMIT TO DRIVE VEHICLES FOR HIRE REQUIRED

No person shall drive a vehicle for hire without having applied to the City of Bloomington and having received from the City of Bloomington a permit to drive a vehicle for hire. Such application shall be verified by oath and shall contain the following information:

- (a) The name, age and residence of applicant;
- (b) The names and addresses of four (4) persons who have known the applicant for a period of four (4) years and who will vouch for the sobriety, honesty, and general good character of the applicant;
- (c) The number of the applicant’s operator license issued by the State of Illinois;
- (d) Whether applicant’s operator license has ever been suspended or revoked by any governmental body in or outside of the State of Illinois, and if so, the reason therefore;
- (e) The number and nature of moving traffic violations committed by the applicant;
- (f) A concise history of the applicant’s employment;
- (g) Convictions of the applicant within the past five (5) years of any felony in any jurisdiction, or of any sexual offense under Articles 11 or 12 of the Illinois Criminal Code, or equivalent sexual offenses of any other jurisdiction.

At the time the application is filed, the applicant shall pay to the City Clerk the sum of Ten Dollars (\$10.00).

SEC. 1004 INVESTIGATION OF APPLICANT

The Police Department shall conduct an investigation of each applicant for a vehicle for hire driver’s permit and a report of such investigation and copy of the traffic and police record of the applicant, if any, shall be forwarded to the City Manager. The City Manager upon consideration

of the application shall approve or deny it. Approval of any application may be withdrawn if a police investigation or other information discloses grounds for denial of an application under Section 1005.

SEC. 1005 GROUNDS FOR DENIAL OF APPLICATION

The following shall be grounds for denial of an application for a permit to drive a vehicle for hire:

- (a) The applicant has a communicable disease of a type likely to be transmitted to a passenger in the normal course of business;
- (b) The applicant is afflicted with a disease or uncorrected impairment which would affect his driving ability;
- (c) The applicant has not attained the age of 18 years;
- (d) The applicant does not have a valid operator's license issued by the State of Illinois;
- (e) The applicant has a bad driving record, which is defined as a conviction within the last five (5) years of any of the following:
 - (1) Manslaughter or reckless homicide resulting from the operation of a motor vehicle;
 - (2) Driving under other influence of narcotics or intoxicating liquor, or permitting another to drive one's vehicle while under the influence of liquor or narcotics;
 - (3) Two (2) charges of reckless driving;
 - (4) Failure as the driver of any vehicle involved in any accident to stop and disclose his identity at the scene and to render aid to others, if needed, and/or failure to give notice of the accident by the fastest available means of communication to the local Police Department as required by law; or had his taxicab driver's permit or state driver's license revoked.
- (f) The applicant has been convicted within the past five (5) years of any felony or any criminal offense under Article 11 of the Illinois Criminal Code;
- (g) The failure of an applicant to furnish truthful information on an application for a permit to drive a vehicle for hire.

SEC. 1006 ISSUANCE OF DRIVER'S PERMIT FOR VEHICLE FOR HIRE

Upon approval of an application for a permit to drive a vehicle for hire, the City Manager shall issue a permit to the applicant which shall bear the name, address, number, age and signature of the applicant.

Such permit shall be in effect for the remainder of the license year. A permit for every license year thereafter shall be issued upon the payment of Ten Dollars (\$10.00) unless the permit for the preceding year has been revoked.

In addition thereto, there shall be issued an identification card containing the driver's permit number, and it shall have his photograph attached thereto and the driver's permit and driver's

identification card shall be mounted so as to be readily visible in his vehicle at all times while on duty. The expense of such identification card shall be borne by the driver.

SEC. 1007 REPLACEMENT OR PERMIT OR IDENTIFICATION CARD

Whenever a driver has lost or destroyed his permit or identification card, issued as herein provided, he shall make a verified application in writing to the City Clerk stating that the same has been lost or destroyed, and the City Clerk shall issue a duplicate copy or substitute thereof upon payment of the sum of One Dollar (\$1.00) to the City Clerk for such item so duplicated or substituted.

SEC. 1008 DISPLAY OF IDENTIFICATION CARD

Every driver licensed under this Article shall post his driver's identification card in such a place as to be in full view of all passengers while such driver is operating a vehicle for hire.

SEC. 1009 SUSPENSION AND REVOCATION OF PERMIT

For any violation or noncompliance with this Ordinance or of any other law or regulation relating to a person's driving, the City Manager is hereby given the authority to suspend any driver's permit issued under this Article for a period of one (1) to thirty (30) days or to revoke any driver's permit. However, a permit may not be revoked or suspended unless the driver has received reasonable notice and has had an opportunity to present evidence in his behalf. In the event of suspension or revocation of any license or permit, no refund shall be made of any portion of any fee paid hereunder.

SEC. 1010 VEHICLES FOR HIRE - LICENSE REQUIRED

(a) Vehicles Must be Licensed. Prior to the use and operation of any vehicle under the provisions of this Article and during the months of January and July of each year, every vehicle shall be thoroughly examined and inspected by the Police Department and found to be satisfactory in regard to the following:

- (1) Steering;
- (2) Brakes;
- (3) Lights;
- (4) Tires;
- (5) Horn;
- (6) Exhaust system;
- (7) Rear view mirror;
- (8) Windshield wipers;
- (9) Properly licensed by State of Illinois;
- (10) Otherwise clean, sanitary and safe for the transportation of passengers;
- (11) State Sticker showing proof of insurance;

(12) Seat belts for all authorized passengers which seat belts must not be pushed under seats where they would not be in plain view;

(13) No crack in a window which cannot be covered by a 1” disk (State law - a quarter);

(14) No body damage or condition shall be allowed to remain which would cost in excess of \$250.00 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers.

As part of this examination, every vehicle must pass the safety test provided by an official Illinois testing station as established by the Illinois Compiled Statutes. If the vehicle complies with the City standards set forth above and passes the official Illinois test, the sticker of safety by the official testing station and a sticker issued by the City shall be affixed to said vehicle and it shall at all times be displayed on said vehicle. No sticker issued during the first six (6) months of any year shall be of any effect after August 1st of that year and no such certificate issued during the second six (6) months of any year shall be of any effect after February 1st of the following year. No vehicle for hire shall be operated upon the streets, alley or public places of said City without having been tested as herein required or without having said sticker displayed on said vehicle.

(b) Periodic Inspections. Every vehicle operating under this Ordinance shall be inspected every six (6) months by the Police Department as provided for herein. However, the City Manager shall have authority to order an inspection at any time to insure the continued maintenance of safe operating conditions.

(c) Vehicles Must be Kept in a Clean and Sanitary Condition. Every vehicle operating under this Ordinance shall be kept in a safe, clean and sanitary condition at all times to conform to the standards above.

SEC. 1011 PENALTIES

Any person or entity violating any portion of this Article X (Vehicles for Hire) shall be fined a minimum amount not less than \$250.00 (two hundred and fifty dollars) and a maximum amount not to exceed \$1,000.00 (One Thousand Dollars) for a first offense and a minimum amount not less than \$250.00 (two hundred and fifty dollars) and an amount not to exceed \$2,500.00 for second and subsequent offenses.

SECTION TWO: That Section 9 of Chapter 1 of the Bloomington City Code, 1960, as amended, is further amended in the following manner (additions are indicated by underlines; deletions are indicated by strikeouts):

SEC. 9 CITATION CHARGING OF VIOLATIONS OF CERTAIN ORDINANCES AND SETTLEMENT BY PAYMENT OF MINIMUM FINES

OFFENSESCH.SEC.AMT.

Taxicabs 40 Article X \$250.00

SECTION THREE: That Section 402 of Chapter 40 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

~~(g) Fingerprints of applicant;~~

~~(h)~~ (g) Convictions of the applicant within the past five (5) years of any felony in any jurisdiction, or of any sexual offense under Articles 11 or 12 of the Illinois Criminal Code, or equivalent sexual offenses of any other jurisdiction

~~When the Police Department finds that a vehicle has met the standards the Department shall also issue a certificate to that effect, which shall also state the authorized seating capacity of said vehicle.~~

SECTION FOUR: That except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION FIVE: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION SIX: That this ordinance shall take effect January 1, 2008.

SECTION SEVEN: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

PASSED this 26th day of November, 2007.

APPROVED this 27th day of November, 2007

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Todd Greenburg, Corporation Counsel, introduced this item. Work on this Text Amendment began approximately two (2) years ago. This proposed ordinance is directed at the Downtown and Uptown areas of the City and the Town of Normal on Thursday, Friday, and Saturday nights. The taxi cab operators expressed their concerns regarding unlicensed vans transporting college students during these times. City staff drafted an ordinance to address vehicles which can transport more than ten (10) passengers. The vehicles would be inspected every six (6) months during a calendar year. Annual cost for inspection would be \$20. The purpose of the inspections is to insure that these vehicles meet the City's standards. The drivers of these vehicles would also have to register and be

granted a license from the City. Annual cost for a license would be \$10. An individual must hold a valid Illinois Driver's License. It would only apply to those businesses and drivers who are not licensed at this time. In addition, the ordinance would be enforceable in the central business districts of the City and the Town. The vehicle for hire must originate in the central business districts. The City did not set the fare. Finally, Mr. Greenburg informed the Council that this ordinance could not take effect until at least ten (10) days after the date of publication.

Alderman Hanson questioned if the inspection fee would cover the actual cost of same. He cited the City's current budget process. Mr. Greenburg stated that he did not know. Alderman Hanson expressed his concern. He recommended that any new revenue source should cover its administrative cost.

Alderman Sage cited the annual out of pocket cost for a vehicle for hire operator at \$30, (\$20 for the vehicle and \$10 for the license). He noted that the ordinance addressed qualifications for the drivers.

Mayor Stockton stated that the reason for the proposed ordinance was that the Downtown had become a busy place on Thursday, Friday, and Saturday nights. The addition of vehicle for hire operators, assisting the existing taxi cab companies, would increase the capacity of the City to deal with the number of bar patrons. There had been some concerns raised that the vehicle for hire drivers needed to be screened. He acknowledged that the college students who visit the Downtown have been drinking alcoholic beverages.

Alderman Purcell questioned the implementation time line. Mr. Greenburg estimated two (2) weeks to a month.

Alderman Finnegan expressed his concern that the drivers would not be fingerprinted. He questioned access to an individual's criminal record. Mr. Greenburg noted that there were other means. He cited the person's name, date of birth, etc. This work is completed by the Police Department.

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

Motion carried.

Robert Boatman, 318 Hibiscus, addressed the Council. He was the owner/operator of Executive Limousine. He acknowledged that one of the purposes of this ordinance was to insure the safe transportation of these students. He agreed that all drivers should be licensed. He noted the following statistics: seventy-eight percent, (78%), of his business occurs within the Downtown, twenty-eight percent, (28%), of his passengers were college students; and twenty-one percent (21%) of his business occurred at night (bar shuttles). The proposed ordinance would provide a balance between the taxi cab companies and the limousine services.

Mr. Boatman noted that his vehicles were also inspected by the state twice a year. He added that the drivers should not be labeled as taxi cab drivers on the vehicle for hire license. There were safety issues within the Downtown. His vehicles had been mobbed by the college students. He expressed his opinion that four (4) police patrol officers were simply not enough at closing time.

Mayor Stockton noted that some of the issues raised by Mr. Boatman were not pertinent to the proposed ordinance. Mr. Boatman added that there was more to the Downtown situation.

Robert Rotramel, 210 Greenwood Ave., addressed the Council. He was the owner/operator of Bob's Blue Nite Limo. He encouraged the Council to visit the Pantagraph's website's blogs. He noted that there were nineteen (19) comments on the proposed ordinance. He restated that the vehicle for hire drivers were not taxi cab drivers. He recommended that the City form a committee. He cited the high cost of gasoline. He questioned what entity would receive the fees. Tom Hamilton, City Manager, replied the City. Mr. Rotramel believed that the vehicle inspection would be the same as the state's inspection.

Ronald Durbin, 710 Orlando 6C, Normal, addressed the Council. He stated that his privilege had been taken away. He stated his intention to be licensed as a vehicle for hire. He had been stopped from working and added that he had a right to work. He owned a van which had been inspected. He understood that it was his responsibility to safely transport the college students.

Gary Etko, 208 E. Locust, addressed the Council. He was employed as the Business Manager for Red Top Cab. The proposed ordinance was a good idea. College students needed transportation. The vehicle for hire vans have not been inspected. Many of these vehicles use PT license plates. Open alcohol is not permitted with this type of plate. Livery plates allow for open alcohol. He expressed his opinion that this ordinance would not establish a level playing field. He acknowledged that safety was the main issue.

Alderman Hanson questioned the number of persons transported each night. Mr. Etko noted that Red Top operated three (3) vans and six (6) cars. He estimated the number at 500 per night. Taxi cab companies are limited to the number of vehicles which they may operate. Individuals are tempted to buy a van and go Downtown. The Downtown needed some regulation.

Alderman Huette questioned if the vehicle inspection was needed. Mr. Etko noted that the insurance companies do not perform an inspection. The City and the state require an inspection every six (6) months. He added that the City's standards were stricter. He added his belief that the ordinance was needed.

Alderman Hanson agreed that the vehicles should be inspected and the drivers should be licensed. There was plenty of business. He cited the volume of people within a small area of the City. Mr. Etko agreed that regulation was needed.

Alderman Purcell noted that the City regulated taxi cab fares.

Mayor Stockton noted that the state laws were different for each type of license plate, (PT, Livery, etc.). Mr. Etko recommended that liquor service on these vehicles be eliminated. Mayor Stockton noted that this request was not a part of the proposed ordinance.

Mr. Greenburg noted that the state law contained exceptions for chartered buses, motor homes and mini motor homes, and limousines with a driver partition.

Alderman Finnegan expressed his concern regarding the decision to not fingerprint the individuals applying for a license. Roger Aikin, Police Chief, addressed the Council. The application listed everything that the Police Department needed to conduct their investigation. He added that the time line for fingerprints was too long.

David McWhorter, 416 S. Robinson St., addressed the Council. He was the owner/operator of Allstarz Limousines. He did not have any problem with the proposed ordinance. The insurance company also performed a background check on his drivers. He operated his vehicles with PT license plates. Alcohol is allowed on his vehicles as long as the driver is separate from the passengers. His vehicles average 50 – 100 college students per ride.

Mayor Stockton recommended that the Council address liquor service on these vehicles at a later date. He noted that these companies have raised the issue that they do not operate taxi cabs.

Alderman Hanson expressed his opinion that these companies, (taxi cab and limousine) were pretty close together. He added his belief in the vehicle inspection portion of the proposed ordinance. Mr. McWhorter restated that the state also performed an inspection twice a year. Alderman Hanson questioned if the state's inspection met the City's standards. He questioned if there was a concern with the proposed ordinance's language. Mr. McWhorter stated that all of his drivers have CDL driver's licenses.

Alderman Sage expressed his opinion that this evening's discussion could have been avoided if there had been a conversation with the limousine services prior to putting this item on the Council's meeting agenda. He questioned if the City planned to regulate limousines from out of town which were picking up passengers in the Downtown.

Mr. Greenburg noted that draft ordinances were sent the taxi cab companies. Mr. McWhorter noted that no one had contacted him. In turn, he had never contacted the City. He restated that his vehicles were inspected by the state. He also requested that a committee be formed.

Mayor Stockton questioned a City and state inspection of these vehicles. Mr. Hamilton noted that taxi cabs must be inspected by both, (City and state). The companies

may also amend their Certificate of Convenience (taxi cab license) when vehicles are changed.

Alderman Purcell questioned if the state inspection was conducted locally. Mr. McWhorter responded affirmatively. Mr. Durbin readdressed the Council and stated that his vehicle is inspected out of town.

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

Motion carried.

Alderman Sage restated his belief that this issue should have been taken care of before placing it on a Council meeting agenda.

Alderman Schmidt noted the difficulty City staff had trying to locate same. Mr. Greenburg noted that the City did not have addresses for all of these limousine services.

Alderman Sage requested that in the future before a proposed ordinance change appears before the Council that City staff should hold discussions, dialogues, and/or conversations with all interested stakeholders. He questioned if the City and state inspections could be coordinated. Mr. Hamilton described the taxi cab companies as a fluid business. He was not as familiar with limousine services. The vehicles and the drivers must be licensed before being out on City streets. He noted that the effective date of the ordinance was January 1, 2008.

Alderman Hanson questioned which City office would process these vehicles/drivers. Mr. Hamilton noted that all licenses are issued by the City Clerk's office. The vehicle inspection and individual background checks are performed by the Police Department.

Alderman Hanson encouraged City staff to open a dialogue with the limousine services. Mr. Hamilton noted that City staff would welcome their suggestions.

Alderman Fruin stated that City ordinances can be modified. Mr. Hamilton noted that the state's inspection must be adequate. He acknowledged that timing might be an issue.

Mayor Stockton encouraged City staff to work closely with the taxi cab companies and limousine services. He recommended that a meeting date be set for the limousine services to present their concerns. Implementation of the ordinance could also be addressed at this meeting.

Motion by Alderman Gibson, seconded by Alderman Finnegan 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.

MAYOR'S DISCUSSION: Mayor Stockton noted that he had just returned from an out of town trip. He wanted to dispel the rumor that he was relocating to Arizona. His wife was not retiring at this time. They had no plans to leave town. They were currently involved in a home improvement project. They were not buying nor building a home in Arizona.

He acknowledged that budget cuts to date totaled \$500,000. Aldermen Hanson, Fruin and Huette were involved in an effort to find other opportunities for further reductions. The budget process was on track. He noted the \$3 million gap. The Council had been provided with a potential list of budget cuts. He requested that they review same and provide their feedback, (acceptable budget cuts) to Tom Hamilton, City Manager, by Thursday, November 29, 2007. He reminded the Council that another Budget Work Session was scheduled for Monday, December 3, 2007 at 5:00 p.m. He planned to present those items with the majority of support from the Council with the total dollar savings. This would be the second opportunity for the Council to share their ideas regarding budget cuts.

Mr. Hamilton addressed the Council and noted that City staff was still looking for direction. City staff needed to know the shortfall figure in order to present revenue enhancements.

Mayor Stockton restated that the Council was being given another opportunity. It was extremely important for the Council to handle this issue in a logical order: 1.) budget reductions; 2.) new initiatives; and 3.) revenue enhancements.

Alderman Huette noted that any cut would be difficult and any increase would be unpopular.

Alderman Hanson responded to Alderman Huette's statement. He addressed the Work Session scheduled for Monday, December 3, 2007. The Council needed to provide concrete expense numbers. Service cuts would be minimal. The Council needed to be fiscally responsible.

Mayor Stockton noted that the budget had been reduced by \$500,000. The Council was interested in searching for additional budget reductions.

Alderman Sage requested clarification. He noted that there were items which were subject to contract. The Council had addressed budget cuts and fee enhancements. He cited uncollected ambulance fees. He questioned what else the conversation would include.

Alderman Stearns questioned which Aldermen would meet with Mr. Hamilton. Alderman Huette noted that Aldermen Fruin, Hanson, and himself would meet with Mr. Hamilton on Friday, November 30, 2007. Alderman Stearns requested that figures for other uncollected fees also be included in the December 3, 2007 Budget Work Session.

Alderman Fruin noted that a list had been prepared in advance. The Aldermen would meet to consolidate the various Aldermen's opinion. Mr. Hamilton informed the Council that the list would be available tomorrow, Tuesday, November 27, 2007 by 3:00 p.m. It would be distributed in hardcopy and electronic form. Mayor Stockton requested that the Council provide their feedback to Mr. Hamilton by the close of business on Thursday, November 29, 2007 in order to participate. The Budget Work Session would be held on Monday, December 3, 2007 from 5:00 – 7:00 p.m. The Council would conduct a review. If consensus is reached then the discussion should be smooth. If time allows then the Council would discuss initiatives. Mayor Stockton referred the Council to the August 16, 2006 Budget Work Session.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Huette questioned the US Cellular Coliseum's (USCC) oversight committee. He noted that the USCC was six (6) months into their fiscal year. He questioned progress to date. He also requested a year to date comparison. This comparison should include: 1.) the number of ticketed events; 2.) number of tickets sold; 3.) ticket sales revenue; and 4.) concession revenue. He also questioned the plan for the last half of the fiscal year. He cited the following: number of ticketed events to be held and/or scheduled. Tom Hamilton, City Manager, informed the Council that a report was being developed. Alderman Huette requested that the report be provided by the Council's December 10, 2007 meeting. In addition, he requested that Central Illinois Arena Management staff be in attendance to present same.

Alderman Stearns echoed Alderman Sage's comments regarding the Vehicle for Hire ordinance. City staff should have networked with these companies. Time could have been saved this evening. These companies provided valuable information about the Downtown. She questioned the status of the Police Department's Downtown hire back program. Roger Aikin, Police Chief, addressed the Council. The Thursday evening patrols had been eliminated. Two (2) officers worked hire back duty on Friday and Saturday nights. These individuals are supplemented with proactive on duty officers. The proactive shift works 7:00 p.m. until 3:00 a.m. There is also a canine unit available on these nights. One of the Police Department's goals is to reduce overtime costs. Alderman Stearns recommended that City staff network with the Downtown Neighborhood Association.

Alderman Purcell questioned the status of Iron Planet. Dan Augstin, Director – Fleet, addressed the Council. The online auction service had netted the City \$70,000 for ten (10) vehicles. He would provide the Council with a report prior to their next meeting, (December 10, 2007). He noted that every vehicle was sold.

Alderman Purcell noted that the Vehicle for Hire ordinance was a two (2) year process. The City attempted to level the playing field and provide safe and reliable transportation to the college students. He described City staff's efforts as a good start. He added his belief that this ordinance was necessary.

Alderman Fruin presented the Council with food for thought. He noted railroad agreements, IDOT (Illinois Department of Transportation) permits, and easements. He questioned if these items needed to appear before the Council. Mr. Hamilton responded affirmatively.

Alderman Fruin questioned the payment/bid limit of \$5,000. Mr. Hamilton informed the Council that for most communities the limit was \$10,000 or above. He believed that the state limit was \$20,000. The Council had the authority to change the bid limit. He cited the impact of the bid process on City staff time. He added that increasing the bid limit would be a responsible action. Alderman Fruin requested that if any Alderman was opposed to this action to contact Mr. Hamilton.

Alderman Sage expressed his opinion that this was an excellent idea. Alderman Hanson echoed this statement.

Alderman Finnegan expressed his opinion that leaf pick up was going well.

He expressed his frustration that Towanda Avenue might be closed until spring 2008. He cited the NICOR gas line which was supposed to be addressed by November 15, 2007. Doug Grovesteen, Director of Engineering, addressed the Council. The concrete must be protected. Salt would destroy it. The weather must be warm enough to pour concrete. Linseed oil would act as a protectant. The City could complain to the ICC, (Illinois Commerce Commission) about NICOR. Alderman Finnegan expressed his irritation with the delay. Mr. Grovesteen noted that more concrete might be poured this week. It would require ten (10) days to set up. The entire bottom section would need to be covered with linseed oil.

Alderman Hanson questioned the cost. Mr. Grovesteen noted that this was a 47' x 400' section of road. Mayor Stockton noted that the City had a problem and the Council was looking for an opportunity to correct same. Mr. Grovesteen acknowledged that Towanda Avenue was a major arterial street. It also was the holiday shopping season.

Alderman Finnegan informed the Council that there was a gas leak on Jersey Avenue.

Alderman Purcell noted the traffic signals at Martin Luther King Jr. Dr. and Old Route 150 had not been activated. Mr. Grovesteen noted that the City was waiting for an agreement with the rail road.

Motion by Alderman Huette, seconded by Alderman Finnegan, that the meeting be adjourned. Time: 10:07 p.m.

Motion carried.

**Tracey Covert
City Clerk**