

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, September 10, 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: Release of Executive Session Minutes

Pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed. Attached is a Resolution authorizing the release of Executive Session Minutes that have been determined to no longer require confidential treatment.

Staff respectfully requested that the Resolution regarding the release of Executive Session Minutes be approved.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

RESOLUTION NO. 2007 -86

**A RESOLUTION REGARDING THE RELEASE
OF EXECUTIVE SESSION MINUTES**

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has determined that the minutes of the meeting listed on Schedule A, attached hereto no longer require confidential treatment and should be made available for public inspection; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule B, attached hereto.

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

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto, are hereby released.

Section 2. The City Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the Clerk's office.

Section 3. The Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 10th day of September, 2007.

APPROVED this 11th day of September 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Minutes to be Released

Date	Time
September 12, 1994	8:30 p.m.
October 10, 1994	8:30 p.m.
October 12, 1994	4:00 p.m.
January 23, 1995	8:10 p.m.
January 23, 1995	8:20 p.m.
April 10, 1995	7:45 p.m.
May 8, 1995	10:00 p.m.
June 12, 1995	10:15 p.m. (partial)
July 10, 1995	9:25 p.m.
April 8, 1996	8:15 p.m.
March 10, 1997	8:15 p.m. (partial)
June 9, 1997	9:00 p.m.
December 8, 1997	8:20 p.m.
February 8, 1999	6:46 p.m.
September 13, 1999	6:30 p.m. (partial)
September 27, 1999	9:49 p.m.
October 25, 1999	7:10 p.m.
February 14, 2000	8:40 p.m.
May 8, 2000	6:00 p.m.
March 12, 2001	7:05 p.m.
May 29, 2001	7:46 p.m.
July 8, 2002	7:55 p.m.
December 23, 2002	8:35 p.m.
January 12, 2004	8:30 p.m.
July 11, 2005	8:15 p.m.
August 22, 2005	9:25 p.m.
September 26, 2005	6:30 p.m.
February 27, 2006	7:00 p.m.

SCHEDULE B
Minutes to be Retained

January 23, 1995	7:00 p.m.
June 12, 1995	10:15 p.m. (partial)
February 26, 1996	7:00 p.m.
October 14, 1996	10:15 p.m.
November 12, 1996	9:05 p.m.
February 24, 1997	8:05 p.m.
March 10, 1997	8:15 p.m. (partial)
May 12 1997	9:50 p.m.
July 14, 1997	8:35 p.m.

October 13, 1997	9:00 p.m.
January 26, 1998	8:25 p.m.
July 14, 1998	7:00 p.m.
July 27, 1998	10:00 p.m.
December 28, 1998	6:30 p.m.
May 10, 1999	6:45 p.m.
June 14, 1999	6:30 p.m.
September 13, 1999	6:30 p.m. (partial)
November 22, 1999	7:10 p.m.
December 13, 1999	6:30 p.m.
December 11, 2000	7:06 p.m.
November 13, 2001	6:45 p.m.
May 28, 2002	6:55 p.m.
September 23, 2002	9:00 p.m.
November 12, 2002	6:35 p.m.
March 8, 2004	7:00 p.m.
May 10, 2004	6:40 p.m.
February 28, 2005	7:06 p.m.
March 14, 2005	5:35 p.m.
March 28, 2005	7:00 p.m.
May 9, 2005	10:30 p.m.
August 14, 2006	8:50 p.m.
August 28, 2006	10:35 p.m.
August 13, 2007	6:30 p.m.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: 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 Hanson, 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 sixteenth partial payment to APACE Architects & Design in the amount of \$9,727.40 on a contract amount of \$301,900 of which \$236,722.40 will have been paid to date for work certified as 78% complete for the Design of Fire Station #5. Completion date – May 2008.
2. The eight partial payment to McLean County Regional Planning in the amount of \$6,859.58 on a contract amount of \$68,500 of which \$50,948.64 will have been paid to date for work certified as 74% complete for the Main Street Corridor – McLean County Regional Planning. Completion date – April 2008.
3. The nineteenth partial payment to Felmley Dickerson in the amount of \$28,000 on a contract amount of \$925,000 of which \$733,483.15 will have been paid to date for work certified as 79% complete for the Downtown Courthouse Square Streetscape. Completion date – December 2007.

4. The sixth and final payment to Laesch Electric in the amount of \$6,055.94 on a contract amount of \$119,481.94 of which \$119,481.94 will have been paid to date for work certified as 100% complete for the Airport Road at College Avenue Traffic Signals. Completion date – September 2006.
5. The third partial payment to JG Stewart Contractors in the amount of \$10,871.25 on a contract amount of \$200,000 of which \$45,484.75 will have been paid to date for work certified as 23% complete for the 2007-2008 Sidewalk Replacement and Handicap Ramp Program. Completion date – November 2007.
6. The sixth partial payment to Rowe Construction Co. in the amount of \$20,031.92 on a contract amount of \$817,603.74 of which \$341,867.84 will have been paid to date for work certified as 42% complete for the 2007 Curb and Gutter Improvements. Completion date – December 2007.
7. The fourth partial payment to Rowe Construction Co. in the amount of \$125,724.66 on a contract amount of \$1,795,000 of which \$1,369,090.93 will have been paid to date for work certified as 76.3% complete for the 2007-2008 General Resurfacing. Completion date – October 2007.
8. The twenty-ninth partial payment to Clark Dietz, Inc. in the amount of \$1,091.70 on a contract amount of \$366,591.65 of which \$355,083.37 will have been paid to date for work certified as 97% complete for the Hamilton Road – Greenwood to Timberlake Lane. Completion date – August 2007.
9. The twelfth partial payment to Stark Excavating, Inc. in the amount of \$302,197.16 on a contract amount of \$2,959,945.10 of which \$2,646,505.04 will have been paid to date for work certified as 89% complete for the Fox Creek Road and Scottsdale Avenue Improvements. Completion date – September 2007.
10. The second partial payment to Stark Excavating, Inc. in the amount of \$228,743 on a contract amount of \$1,183,030.68 of which \$289,365 will have been paid to date for work certified as 24% complete for the Towanda Avenue: Rowe to Orleans. Completion date – December 2007.
11. The thirteenth partial payment to Lewis, Yockey, & Brown in the amount of \$64,050.77 on a contract amount of \$211,500 of which \$197,657.32 will have been paid to date for work certified as 93% complete for the Design of Hamilton Road from Bunn to Commerce. Completion date – March 2007.
12. The third and final payment to Taylor Studios, Inc. in the amount of \$2,057.67 on a contract amount of \$7,500 of which \$7,458.30 will have been paid to date for work certified as 100% complete for the Katthoefer Animal Building – Miller Park Zoo. Completion date – December 2006.

13. The second partial payment to Felmley Dickerson in the amount of \$116,013.60 on a contract amount of \$1,098,000 of which \$300,837.60 will have been paid to date for work certified as 27% complete for the Miller Park Playground Renovation. Completion date – May 2007.
14. The sixth partial payment to Stark Excavating, Inc. in the amount of \$428,000 on a contract amount of \$2,974,384 of which \$2,689,088 will have been paid to date for work certified as 90% complete for the Brokaw Road Sanitary Trunk Sewer. Completion date – November 2007.
15. The sixth partial payment to Gildner Plumbing, Inc. in the amount of \$40,589 on a contract amount of \$388,479 of which \$343,589 will have been paid to date for work certified as 88% complete for the Division Street Combined Sewer Overflow Elimination Phase II. Completion date – September 2007.
16. The fifth partial payment to Gildner Plumbing, Inc. in the amount of \$145,316 on a contract amount of \$1,114,445 of which \$552,572 will have been paid to date for work certified as 49% complete for the Sewer and Storm Drain Kickapoo Force Main. Completion date – October 2007.
17. The eighth partial payment to Village of Downs in the amount of \$27,193.94 on a contract amount of \$3,936,372 of which \$192,358.32 will have been paid to date for work certified as 5% complete for the Village of Downs and City Sewerage Improvements Project. Completion date – March 2008.
18. The second partial payment to Foth & Van Dyke and Associates in the amount of \$34,233.54 on a contract amount of \$133,264 of which \$120,576.95 will have been paid to date for work certified as 90% complete for the Lafayette St. – Maple to Morrissey Curb and Gutter, Storm Sewer and Pavement. Completion date – October 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 Hanson, 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: Members of the City Council
From: Stephen F. Stockton, Mayor
Subject: Appointment to Central Illinois Risk Pooling Authority (CIRPA)

I ask your concurrence in the appointment of the following to the Central Illinois Risk Pooling Authority (CIRPA):

Stephen F. Stockton, City of Bloomington Mayor.

Respectfully,

Stephen F. Stockton
Mayor

Motion by Alderman Hanson, seconded by Alderman Schmidt that the appointment 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: Indemnification Agreements for CIRPA Board Member

At this evening's meeting, the City Council approved the appointment of the following individual to the Central Illinois Risk Pooling Authority (CIRPA):

Stephen F. Stockton, City of Bloomington Mayor

Approval of the Indemnification Agreement for this individual would remove him from liability for any actions taken as a CIRPA Board member. The indemnification would be required only if CIRPA funds were inadequate to pay a claim or judgment.

Staff believes this Agreement is in the public's best interest since the City receives a benefit in the form of lower premiums as a result of having a "captive" insurance company and the Agreement is a small price to pay for such a benefit.

Respectfully,

Todd Greenburg
Corporation Counsel

INDEMNIFICATION AGREEMENT
WITH
STEPHEN F. STOCKTON

WHEREAS on September 10, 2007, Stephen F. Stockton was appointed by the City Council of the City of Bloomington to serve on the Board of Directors of the Central Illinois Risk Pooling Authority ("CIRPA"); and

WHEREAS Stephen F. Stockton has indicated his willingness to serve on the Board without Compensation; and

WHEREAS it is neither anticipated nor desired by the City that volunteer service on the Board of Directors of CIRPA become a source of personal liability for Stephen F. Stockton: and

WHEREAS, although the Board of Directors of CIRPA has executed an indemnification agreement with Stephen F. Stockton, its assets are limited and might prove insufficient to provide the security desired for Directors of CIRPA.

NOW THEREFORE, in consideration for Stephen F. Stockton's willingness to serve on the Board of Directors of CIRPA, the City of Bloomington, a Municipal Corporation ("City"), hereby agrees to indemnify him and hold him harmless from any and all liability that he may incur arising out of any act or omission in the scope of his duties as a member of said Board of Directors. Specifically, the City will defend any such claims made against him and, up to the limit of its resources as provided in Article IX of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.), pay on behalf of said Stephen F. Stockton, any judgment or settlement of the claim. It is understood that the primary obligation to indemnify Stephen F. Stockton is CIRPA's; the City's obligations under this Agreement shall take effect only if the assets of CIRPA are insufficient.

Dated this 10th day of September, 2007.

BY:

Stephen F. Stockton
Mayor

Stephen F. Stockton

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Stephen Stockton, Mayor

Subject: Appointment(s) and Reappointment(s) to Various Boards and Commissions

I ask that you concur with the following appointments:

Beautification Committee:

Julie Morton, 204 Tanner St. Her term expires 4/30/2010.

Tammi Winters, 1120 S. Low St. Her term expires 4/30/2010.

Crystal Moran, 7 Bohrer. Her term expires 4/30/2011.

Nathan Ary, 1211 Lee. His term expires 4/30/2011.

Library Board:

Blake Mier, 9 Pendleton Way.

Bloomington Zoning Board of Appeals:

Barbara Meek, 1914 Hackberry Rd.

Bloomington Housing Authority Board:

Harry Johnson, 1219 S. Barker.

I ask that you concur with the following reappointments:

Beautification Committee:

Marti Dulac, 24 Stonehedges. Her term will expire 4/30/2011.

Valerie Dumser, 809 W. Washington. Her term will expire 4/30/2010.

Respectfully,

Stephen F. Stockton
Mayor

Stan Cain, Beautification Committee Chairman, introduced four (4) new members to the Committee: Julie Morton, Tammi Winters, Crystal Moran, and Nathan Ary. Each new member was given the opportunity to address the Council. Ms. Morton also serves on the Planning Commission. Mr. Ary was a landscape designer.

Mayor Stockton noted that Blake Mier would serve on the Library Board. Mr. Mier was a frequent patron with his family. Harry Johnson would serve on the Bloomington Housing Authority Board. Mr. Johnson believed in giving back to the community. Barbara Meek would serve on the Zoning Board of Appeals. Ms. Meek was not present at this evening's meeting. Mayor Stockton noted that there were a number of openings on a number of Boards and Commissions.

Motion by Alderman Hanson, seconded by Alderman Hanson that the appointments and reappointments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Approve a Professional Service Contract with Farnsworth Group and Goodpaster-Jamison, Inc

Staff has been working with the Farnsworth Group, and Goodpaster-Jamison Inc., the Environmental Protection Agency, (EPA) and Illinois Department of Natural Resources (IDNR) over the last year on the development of the Kickapoo Creek at the Grove Subdivision. During that time several grants have been applied for and accepted from both the state and federal EPAs, and IDNR. The next phase of the project is to enter into a contract for the design, development, and construction of the stream and its boundaries.

The Farnsworth Group has been the catalyst of the project and has worked with the City, the developers, and all the government agencies securing the grant funds for the project. Funds for this project come from the grants that the Farnsworth Group has applied for and that the City has received. This project is at no cost to the City. As per the Annexation Agreement the City is the recipients or conduit of the grants and simply administers the project.

Staff respectfully requests that Council waive the formal bidding process and approve a professional service agreement with the Farnsworth Group for the design and development of the Kickapoo Creek at the Grove Subdivision, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Dean Kohn
Director Parks & Recreation

Tom Hamilton
City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this 10th day of September in the year 2007 between Farnsworth Group, Inc. hereinafter referred to as FGI, of Bloomington, IL and The City of Bloomington, IL hereinafter referred to as the CLIENT.

The Scope of Services to be provided under this agreement is as follows: See attached.

The Schedule for these services is as follows: See attached.

The fee for the above described services will be \$246,100.

Additional fee for increased liability limits as outlined in the General Conditions \$

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

FARNSWORTH GROUP, INC.

City of Bloomington
Client

Stephen F. Stockton
Mayor
September 11, 2007

(GENERAL CONDITIONS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, a professional service agreement with the Farnsworth Group for the design and development of the Kickapoo Creek at the Grove Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Accept a Quotation for the Emergency Repairs to a High Service Motor

High Service pump motor number four (4) at the Water Treatment Plant recently failed. This is a motor on one of two of the largest high service pumps at the Water Treatment Facility. This motor must be repaired as soon as possible as there is only one operational large high service pump at this time and currently the City has no back-up or redundancy in the system. Staff sought a quotation from the vendor that has repaired the high service motors in the past. That quotation was as follows:

Foremost Industrial Technologies \$14,912.48

Staff respectfully requests that Council waive the formal bidding process and accept the quotation of \$14,912.48 from Foremost Industrial Technologies for the repair of the high service motor for number 4 pump at the Water Treatment Plant High, the Purchasing Agent be authorized to issue a purchase order for same, and the Resolution be adopted. Payment will be made from Water Department, Purification Division, Operation and Maintenance Funds, Machinery Equipment and Maintenance Account (5010-50130-70540).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 87

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE REPAIR OF THE HIGH SERVICE MOTOR FOR NUMBER 4 PUMP AT THE WATER TREATMENT FACILITY FOR THE WATER DEPARTMENT FROM FOREMOST INDUSTRIAL TECHNOLOGIES IN THE AMOUNT OF \$14,912.48

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

1. That the bidding process be waived and the repair of the high service motor for number 4 pump at the Water Treatment facility in the amount of \$14,912.48 be authorized.

Adopted this 10th day of September, 2007.

Approved this 11th day of September, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell questioned this item. Craig Cummings, Director of Water, addressed the Council. There were two (2) high service pumps. The Water Department generally switched between these two (2) pumps. The pump had been out of service for about thirty (30) days. The time line for repair was thirty (30) days. The motor and the pump would be serviced. It was a 600 horse power motor with a three (3) stage pump with a capacity of twelve (12) million gallons a day. Alderman Purcell questioned the status of the other pump. Mr. Cummings noted that one (1) was in service at all times to meet peak demand. These pumps were last serviced ten (10) years ago.

Alderman Finnegan questioned the lake levels. Mr. Cummings noted that Lake Bloomington was down three and a half feet (3½'). Lake Evergreen was down one foot (1'). The City was currently pumping water out of Lake Evergreen.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, the repair of the high service motor for number 4 pump be approved in the amount of \$14,912.48, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase an AFIX Tracker Fingerprint System for the Police Department

Staff respectfully requests that the formal bid process be waived and an AFIX tracker fingerprint system be purchased from AFIX Technologies. The AFIX Tracker system is used to identify potential fingerprint matches from fingerprints collected at crime scenes to fingerprints of known offenders. This system will help alleviate the back log of cases that have had fingerprints sent to the State Crime Lab. Typically the wait time of fingerprint identification of prints sent to the State Lab can be six to eleven (6 to 11) months. This system will allow for identification of prints in hours rather than the current wait times.

Staff have identified two (2) potential vendors, AFIX Technologies and SPEX Forensic systems that sell similar products at similar prices. After reviewing the products, staff selected AFIX Technologies due to their reputation in the industry and the format and ease of use of the product. The AFIX system provided more user friendly interface for the user, which made the system easier to operate for the end user. The AFIX system uses a windows operating system compared to the Linux system used by SPEX. The AFIX System when tested by the Champaign Police Department was able to generate potential matches on prints that the SPEX system was not able to match. There was also concern expressed by the Evansville Indiana Police relating to the lack of support for the SPEX system that they received after purchasing that system. The AFIX system is only available for purchase from AFIX Technologies making them a sole source vendor for this particular product.

Staff respectfully requests that the formal bidding process be waived and that an AFIX Tracker fingerprint system be purchased from AFIX Technologies in the amount of \$35,900 the Purchasing Agent be authorized to issue a purchase order for same, and the Resolution be adopted. \$38,000 was previously budgeted for this purchase under line item F15110-72140.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 88

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF AN AFIX TRACKER SYSTEM FOR THE POLICE DEPARTMENT FROM AFIX TECHNOLOGIES AT A PURCHASE PRICE OF \$35,900

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase an AFIX Tracker system at a Purchase Price of \$35,900.

Adopted this 10th day of September, 2007.

Approved this 11th day of September, 2007.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Purcell questioned this item. He questioned the process from Springfield. Roger Aikin, Police Chief, noted that this item would be used to address prints lifted from crime scenes. He offered to obtain the figures. Alderman Purcell noted that the system would be connected to a major database. Chief Aikin restated that the information would be sent to the state. Alderman Purcell questioned if there was a fee for this service.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, an AFIX Tracker system be purchased from AFIX Technologies in the amount of \$35,900, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for Hoist System

Bids were received and read aloud for an Electric Hoist System at the US Cellular Coliseum on August 30, 2007, in the Office of the City Clerk. The bids were as follows:

Stinde Electric	\$26,900
Anderson Electric	\$16,710*
Weber Electric	\$62,232

*Low bidder

This system will be used with the curtain and truess system already being used at the US Cellular Coliseum. The estimated life span of this system is twenty (20) years and is estimated to provide a savings of \$20,000 per year in labor costs.

Central Illinois Arena Management respectfully recommends that the bid be awarded to Anderson Electric in the amount of \$16,710, and that the Purchasing Agent be authorized to issue a Purchase Order for same. The original budget price for this system was \$40,000.

Respectfully,

Mike Nelson
General Manager – US Cellular Coliseum

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Schmidt that the bid be awarded to Anderson Electric in the amount of \$16,710, 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 - Water Purification Chemicals

Bids were opened in the City Clerk's office on August 29, 2007, for the annual supply of chemicals used for water purification. The following bids have been evaluated to be the lowest bid and/or the best provider of product and service:

CHEMICAL	VENDOR	CURRENT YEAR 2007/08 Bid Per Ton Delivered	LAST YEAR 2006/07 Bid Per Ton Delivered	Per cent Change
Ferric Sulfate	Kemira Chemical Solutions	\$180.00	\$149.69	20.3%

Carbon Dioxide	Continental Carbonic Products, Inc.	\$54.00*	\$56.00	-3.6%
Sodium HexaMeta Phosphate	Shannon Chemical	\$1,227.27	\$1240.00	-1.0%
Liquid Chlorine	Rowell Chemical Corporation	\$475.00	\$465.00	2.2%
Rotary Quicklime	Chemical Lime Company	\$134.00	\$117.10	14.4%
Anhydrous Ammonia	National Ammonia	\$940.00	\$880.00	6.8%
Hydro Fluosilicic Acid	LCI, Ltd.	\$475.00	\$270.00	75.9%

Increases in fuel and energy costs are responsible for a large portion of the increases in chemical costs this year.

* It should be noted that the insurance form for one vendor, Continental Carbonic Products, Inc. a vendor for carbon dioxide, was signed in the upper portion of the form, but not the lower portion. Staff views this as a minor problem that is easily rectified with the second signature and it does not materially affect the bidding process. If the Council should decide to reject this bid due to this missing signature, the next lowest bidder is BOC Gases at \$58.00 per ton.

Staff respectfully recommends that the bids be awarded to the above vendors and authorize the Purchasing Agent to issue blanket purchase orders for these chemicals, for the period of one year, beginning September 1, 2007 through August 31, 2008.

Respectfully,

Craig M. Cummings
Director of Water

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Alderman Sage thanked Craig Cummings, Director of Water, for his efforts on this item. Mr. Cummings gave the credit to Rick Twait, Plant Supervisor, and Kim Nicholson, Purchasing Agent. He noted that prices were volatile. He cited transportation cost as an example.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the bids be awarded to the various vendors and the Purchasing Agent be authorized to issue Purchase Orders for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Recycle Containers – First Renewal of Bid

On November 2, 2006 sealed bid documents were received for 3,500 curbside recycle containers. SCL A-1 Plastics LTD was awarded the bid in the amount of \$15,190 (\$4.34 each) shipping included. The specification sheet for this bid also included an option for annual renewals for a three (3) year period based upon mutual agreement. The Public Service Department needs to reorder another 3,500 curbside recycle containers. SCL A-1 Plastics LTD has submitted a reorder quote in the amount of \$14,280 (\$4.08 each) shipping included; a cost reduction of approximately 6%.

The curbside recycle containers purchased from SCL A-1 Plastics LTD has met all specifications. Four (4) other companies submitted bids for the November 2, 2006 bid request. Each of these companies was contacted for a price quote for recycle containers at this time. Their quotes ranged from \$4.32 to a high quote of \$ 5.95 each.

Staff respectfully requests permission to purchase 3,500 curbside recycle bins from SCL A-1 Plastics LTD in the amount of \$14,280, and the Purchasing Agent be authorized to issue a Purchase Order for same. \$17,500 has been budgeted for this purchase from refuse account 1001-16130-71990.

Respectfully,

Rick Clem
Director of Public Service

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Schmidt that 3,500 curbside recycle containers be purchased from SCL A-1 Plastics LTD in the amount of \$14,280, 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: Rejection of Demolition Bids for 1002 N. Main Street

Over the past several months, staff has been working with Julius and Marion Richards, the owners of 1002 N. Main Street to affect demolition of the old gas station on the site. During the original evaluation of the project the cost of demolition was estimated to be \$10,000 - \$12,000. The project was originally bid on May 23, 2007. A single bid of \$30,585 was received. A follow-up investigation found that unknown environmental concerns kept prospective bidders from submitting proposals. Since that time staff had the environmental issues investigated. These environmental issues were then added as part of a new bid package. On August 23, 2007 three (3) demolition bids were received in the Clerk's office from the following contractors for the indicated amounts:

Accurate Site Specialists	\$11,990*
Dave Capodice Excavating	\$19,600*
Kirk C&D Recycling, Inc.	\$26,000

*Incomplete bid packages.

When staff evaluated the bids, the two (2) lowest bids were short of the required materials making them incomplete and therefore, unacceptable. Unfortunately, the third bid was more than double the estimate for the work. Therefore, staff respectfully requests that all bids be rejected at this time. Staff will pursue the demolition of this building through a development agreement with the owners of 1002 N. Main Street.

Respectfully,

Mark R. Huber
Director, PACE

Tom Hamilton
City Manager

Alderman Stearns questioned if this building would be demolished. She questioned the City's involvement in this project. Tom Hamilton, City Manager, addressed the Council. The cost for the demolition would be split 50/50. The cost would be covered with General Fund contingency dollars. This project went before the Main Street Commission a number of months ago. This building was an eyesore on the corridor. It would be best if the building was gone. The City's involvement was based upon the initiative. The City took the initiative to remove the building. This site has historically been used as a garage.

The building was substandard and dangerous. An individual can request the City's assistance.

Mayor Stockton cited the building's prominent location. Mr. Hamilton added that the building's owner was also willing to work with the City. Alderman Purcell added that the property owners did not have the finances to demolish the building. Mr. Hamilton noted that there were a number of factors. The City performs an impact evaluation. Each request was unique. A development agreement is presented to the Council for approval.

Alderman Stearns questioned the status of the Coachman Hotel. Mr. Hamilton stated that the City was waiting on the building's environmental report.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the bids be rejected.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Development Agreement for 1002 N. Main Street

Several months ago staff began negotiations with Julius and Marion Richards, owners of 1002 N. Main Street, to demolish the dilapidated structure on the site. We came to a preliminary understanding that the City would pay for one half of the demolition cost of the building (estimated at \$10,000 - \$12,000) and provide some minor site improvements using funds and manpower available through the Engineering, Public Service and Parks and Recreation Departments. It was believed that this funding and cooperative effort would better serve both the City and the Richards' than engaging in what could be extended legal action.

During the past several months staff has worked to obtain competitive bids for the project. Staff also received approval to lift the Main Street Development moratorium for the demolition of this building. After determining and dealing with environmental concerns, and incomplete bid packages, staff has opted to approach the problem under a development agreement with the owner. In short, the agreement requires the owners of the property to enter into a contract with

the demolition contractor of their choice. The City will provide the same site improvements as agreed to earlier, and then reimburse the owners \$6,000 upon completion of the demolition work.

Under this scenario, the City would not be taking the lead or liability for the demolition of the building but simply providing assistance with the costs. The Richards have agreed to this proposal. Therefore, staff respectfully requests that Council enter into a Development Agreement with Julius and Marion Richards, the owners of 1002 North Main that would demolish the existing building. The City's portion of the agreement will be paid from account #19110-79070.

Respectfully,

Mark R. Huber
Director, PACE

Tom Hamilton
City Manager

DEVELOPMENT AGREEMENT

This Agreement made the date hereinafter set forth by and between The City of Bloomington hereinafter referred to as the "City" and Julius Richards and Marion Richards hereinafter referred to as the "Owner".

WITNESSTH THAT:

WHEREAS, the City desires to financially assist the Owner to perform demolition work on the premises commonly known an 1002 N. Main Street Bloomington, IL; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Obtaining Bids: The City agrees to assist the Owner in obtaining demolition bids from Contractors.

Section 2. Employment of Contractor: The Owner hereby engages to select a Contractor to perform the services and supply the materials hereinafter set forth. The City will not be responsible for the selection of the demolition contractor.

Section 3. Scope of Services: The City agrees to provide compensation to the Owner in the form of a grant upon completion of all demolition work.

Section 4. Improvements:

- a.) The City shall provide replacement of concrete curb and gutter and concrete sidewalk along adjacent streets to the property. The Owners contractor shall be responsible for removal of existing curb and gutter and sidewalk. The Owners contractor shall provide sufficient lighted barricades once the curb

and gutter and sidewalk are removed until such time as the City can get the curb and gutter and sidewalk replaced.

- b.) The City shall provide disconnection at the water main of the existing water service to the property.
- c.) The Owners contractor shall be responsible for locating and properly capping the existing sewer line at the property line.
- d.) The City shall provide topsoil to the lot after the Owners contractor has backfilled after the structure has been removed.
- e.) The City shall provide the placement of grass seed to the lot after all backfilling and final grading has been completed.

Section 5. Time for Performance: The Owners contractor shall commence work by October 1, 2007, and all work to be performed by the Owners contractor shall be completed within 30 calendar days of commencement of work. Completion date shall be November 2, 2007.

Section 6. Compensation: The City agrees to compensate the Owner \$6,000.00 for the services and the materials to be provided herein.

Section 7. Method of Payment: The Owner agrees to pay the Contractor in full at the time of completion of the demolition project. The City will reimburse the Owner after all bills have been paid in full.

Section 8. Disputes: All demolition disputes shall be resolved between the Owner and his selected contractor. The City will take no responsibility for settling any disputes.

Section 9. Lead Base Paint and Asbestos: By signing this Contract Document the Owner acknowledges his/her responsibilities in understanding and complying with Federal Regulations concerned with the precautions in working with Lead-Base Paint & Asbestos; in addition information concerning precautions to be implemented, when Lead-Base Paint or Asbestos is to be disturbed, has/have been explained to a level of understanding.

Section 10. Engineering Surveys and Permits and Fees: The Owner shall furnish all engineer surveys as required unless otherwise specified.

The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same.

Section 11. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, urban development standards, or any public authority requires any work to be specifically inspected, tested, or approved, the Contractor shall give the City timely notice of its readiness for inspection, and if the inspection by another authority than the City, the time fixed for such inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it

must, if required by the City, be uncovered for examination at the Contractor's expense. If such work shall be found not in accordance with this contracting, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

AGREEMENT

Stephen F. Stockton
Mayor

Date: September 11, 2007

Tracey Covert
City Clerk

Date: September 11, 2007

Julius Richards
Owner

Date: September 17, 2007

Marion Richards
Owner

Date: September 17, 2007

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Development Agreement with Julius and Marion Richards be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposed Change Order to JG Stewart Contractors for Extra Work Done on Martin Luther King Detention Basin

On May 8, 2006, Council awarded a contract to JG Stewart Contractors to repair the Martin Luther King Detention Basin inlet structure. During construction, two (2) items were encountered which resulted in additional costs. The costs are as follows:

1. In order to make the necessary repairs, it was necessary to remove trees and shrubs which had grown between the time plans were prepared and the time construction began. The additional cost of this necessary clearing was \$2,006.30.
2. To help prevent deterioration of the existing slope paving structure, it was necessary to clean and properly caulk existing joints. The additional cost of this necessary maintenance work was \$1,088.

Original Contract	\$30,610.00
This Change Order	<u>3,094.30</u>
Completed Contract	\$33,704.30

Staff respectfully recommends that Council approve this change order to JG Stewart Contractors for the repair of Martin Luther King Detention Basin Inlet Structure in the amount of \$3,094.30 with payment to be made with Storm Water Maintenance Funds (X55200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Change Order 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: Change Order to the Agreement with Foth Infrastructure & Environment, LLC for the Design of Mitsubishi Motorway: Six Points Road to North of Sugar Creek MFT Section No. 05-00332-00-PV

On May 23, 2005, Council approved a contract and MFT Resolution for \$339,497 with the Engineering Firm of Daily & Associates, Engineers, Inc. (currently Foth Infrastructure &

Environment, LLC) to provide professional services for the preparation of an Intersection Design Study and Construction Plans & Specifications for Mitsubishi Motorway from Six Points Road to the South Line of Area B of the Palmer Property.

Although the scope of the project has not significantly changed, additional design and plan changes were necessary due to recent improvements to Six Points Road, water main conflicts, preliminary bridge design, coordination with the proposed adjacent Fire Station No. 5, and additional right-of-way requirements.

In addition to the design changes, the Illinois Department of Natural Resources has required that the City obtain flooding easements from upstream property owners. This change order request includes funds for the preparation of plats and legal descriptions to meet this requirement.

To complete the additional design and document preparations, Foth Infrastructure & Environment, LLC. has requested a change order in the amount of \$71,135.70.

Original Contract	\$339,497.00
Change Order Request	<u>71,135.70</u>
Total Contract Amount	\$410,632.70

Staff has reviewed their request and has determined that the additional cost is reasonable. Staff, therefore, recommends that Council approve this change order request and adopt a supplemental MFT resolution in the amount of \$71,135.70 to appropriate MFT Funds (X20300-72530) for the subject contract and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 89

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$71,135.70 IN THE CONTRACT BETWEEN THE CITY OF
BLOOMINGTON AND FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR
THE DESIGN OF MITSUBISHI MOTORWAY: SIX POINTS ROAD TO NORTH OF
SUGAR CREEK**

WHEREAS, the City of Bloomington has previously entered into a contract with Foth Infrastructure & Environment, LLC for the Design of Mitsubishi Motorway: Six Points Road to North of Sugar Creek; and

WHEREAS, for the reasons set forth in a staff report dated September 10, 2007, additional design and plan changes were necessary due to recent improvements to Six Points Road, water main conflicts, preliminary bridge design, coordination with the proposed adjacent Fire Station No. 5, and additional right-of-way requirements as well as obtain flooding easements from upstream property owners;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 10, 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 \$71,135.70 in the contract between the City of Bloomington and Foth Infrastructure & Environment, LLC for the Design of Mitsubishi Motorway: Six Points Road to North of Sugar Creek be approved.

ADOPTED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(IDOT RESOLUTION 2007 - 90 ON FILE IN THE CITY CLERK'S OFFICE.)

Alderman Purcell questioned this item. Doug Grovesteen, Director of Engineering, addressed the Council. He noted that there were a number of things that had to be done differently. He cited the permit process and the need for flood plain plat. He stated that this project was substantial. In addition, easements and Department of Natural Resources permits were needed. This final item surprised staff. The Engineering Department staff selected consultant services based upon qualifications, and then the discussion which addressed price was held.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Change Order in the amount of \$71,135.70 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: Main Branch Kickapoo Creek Pump Station Electrical Service Installation

The Main Branch Kickapoo Creek Pump Station is currently under construction. When complete, it will receive sanitary sewer flows from the Grove on Kickapoo Creek Subdivision and future subdivisions to the west and north. The pump station is located alongside the main branch of Kickapoo Creek, just south of Ireland Grove Road and approximately one (1) mile east of Towanda Barnes Road. Electrical service needs to be established at the site. Staff contacted CornBelt Energy to install electrical service, and they have submitted a proposed agreement for the work in the amount of \$19,740.34. City staff has reviewed the agreement and finds it to be in order.

Staff respectfully requests that Council approved the agreement and that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be made from Sewer Depreciation Funds (X52250-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

August 28, 2007

City of Bloomington
Engineering Department P.O. Box 3157
Bloomington, IL 61702-3157 Attn: Michael Frietsch

Map Location: 34NW16-C

Description: Kickapoo Creek Pump Station service installations

Thank you for your recent inquiry regarding the electric service and/or alteration of facilities as described herein. Corn Belt Energy Corporation is pleased to provide the electric service and/or alteration of facilities as described below:

Installation of 3-phase tap across road and underground 3-phase primary and secondary wires for permanent service installation. Installation of temporary up & down single phase service for pump station. This cost is based on temporary service being removed when permanent installation material on pole #1 is installed.

A charge of \$ 19,740.34 is necessary for this electric service and/or alteration of facilities. This charge and agreement will be null and void if both are not received within 30 days of the above date.

If you agree to accept the conditions herein contained, PLEASE SIGN BELOW AND RETURN THIS AGREEMENT WITH REQUIRED CHARGE. If you have engineering questions, call 309-662-5330 or 800-879-0339 and select extension 702; or if you have construction questions, select extension 265.

Yours truly,

Jeffrey D. Reeves
President/CEO

This is my agreement to the above.

Stephen F. Stockton
September 9, 2007
109 E. Olive St., P.O. Box 3157
Bloomington, IL 61701-3157

WO#: 19178/19237/19238

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Agreement with CornBelt Energy be approved in the amount of \$19,740.34, 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: Ecology Action Center Contract Extension

The current contract between the City, Town of Normal, the County of McLean, and the Ecology Action Center expires on December 31, 2007. This contract provides the framework for the Ecology Action Center to provide administration and implementation assistance to the City, Town, and County in order to comply as required with the Illinois Solid Waste Management Planning and Recycling Act.

The Ecology Action Center has proposed a three (3) year contract extension with a three percent (3%) increase for each year of the contract not to exceed a combined total of \$278,181. The term of the contract would be January 1, 2008 until December 31, 2010. The City's share of this cost would be \$30,000 in 2008, \$30,900 in 2009, and \$31,827 in 2010 for a total of \$92,727. Storm Water Management fees are used to fund this program.

Staff respectfully recommends that the three (3) year contract extension proposed by the Ecology Action Center be approved in an amount not to exceed \$278,181 with the City's cost not to exceed \$92,727, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Rick Clem
Director of Public Service

Tom Hamilton
City Manager

AGREEMENT

This agreement is entered into as of this 1st day of January, 2008, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Solid Waste Program, hereafter referred to as the "Program" to include solid waste and waste reduction education program for the City, Town and County and assist the City, Town and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois counties to administer a solid waste management plan to reduce waste and recycle 40% of the waste generated.

B. Period of Agreement:

The period of this agreement is three (3) years, commencing January 1, 2008 and ending December 31, 2010. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City, Town and County

The City, Town and County shall:

- a. provide program guidance and oversight through participation on the McLean County solid Waste Management Program Technical Committee and
- b. provide funding for the project in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide the solid waste and waste reduction services to the City; Town and County as outlines in the Appendix; and
- b. complete the following reporting requirements: 1) quarterly progress reports to Bloomington, Normal and the McLean County Board Land Use Committee; 2) annual reports to the Illinois Environmental Protection Agency; 3) five year updates to the McLean County Integrated Solid Waste Management Plan as required; and 4) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

D. Project Costs:

Payments of \$7,500 shall be made by the County by the first (1st) week of every month of the agreement, pending the receipt of an invoice from the Center by the fifteenth day of the preceding month. An annual cost of living increase will be added to the monthly fee after January 2009 and January 2010 equal to that year's consumer price index or a maximum of three (3) percent of the monthly contract cost. The total cost of the contract will not exceed \$278,181, which includes a three (3) percent increase per year in January 2009 and January 2010.

It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town and County General Revenue Funds.

E. The Center shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual

or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual unit of government for additional services.

Stephen F. Stockton
City of Bloomington

Date: 10/03/07

Christopher Koos
Town of Normal

Date: 09/20/07

Matt Sorensen
County of McLean

Date: 09/18/07

Ecology Action Center

Date:

APPENDIX

The Center Shall:

- a. provide the following solid waste/waste reduction services to the City and Town;
 1. keep the EAC open to the public 40 hours/week for telephone and walk-in information and a specialized library with materials for teachers, businesses and students of all ages about nature and solid waste reduction;
 2. produce and illustrate instructions to residents on how to recycle;
 3. produce corrective slips for people who recycle improperly;
 4. conduct EarthSchools hands-on recycling classes in Bloomington elementary schools and as assigned;
 5. design and produce door hangers, bookmarks and other materials to encourage new recyclers;
 6. offer recycling programs and events such as Earth Day and America Recycles Day through the Children's Discovery Museum;
 7. write and distribute publicity as necessary;
 8. offer after school recycling programs offered for Boys and Girls Club, elementary school recreation programs and other venues;
 9. assist in implementing summer recycling program presented at Bloomington and Normal Parks and Recreation camp or other programs;

10. offer a recycling education and promotion program for middle and high school students;
11. summer reading program for Bloomington and Normal Public Library;
12. provide speakers to community groups including civic groups, religious groups, social groups, day cares and children's groups;
13. coordinate public event recycling programs where feasible at Bloomington and Normal events;
14. coordinate the battery recycling program at Interstate Batteries and Batteries Plus.

b. provide the following solid waste/waste reduction services to the County:

1. annually determine McLean County's recycling rate as prescribed by the Illinois Environmental Protection Agency ("IEPA") and provide this information to the public and the IEPA;
2. conduct EarthSchools hands-on recycling classes in County elementary schools;
3. coordinate a Recycling Month event and accompanying activities;
4. attend public festivals to distribute recycling information and provide recycling activities;
5. provide a speaker to community groups as requested;
6. offer one-hour recycling programs to community groups upon request;
7. provide two print newsletters per year to McLean County residents;
8. provide two print newsletters per year to McLean County schools;
9. provide on-line newsletters to email subscribers monthly;
10. facilitate submission of grant proposals by local businesses and schools and apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
11. co-sponsor, organize and promote Household Hazardous Waste Collection events;
12. create and present educational displays;
13. develop public information guides;
14. write and distribute press releases as appropriate;
15. offer the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and evaluate applications, award certificates and recognize winners at meetings and through the media;
16. attend solid waste conferences and educator's training workshops when appropriate;
17. 3-R's program for libraries throughout the county summer reading programs;
18. Assist in adult ecology/recycling classes taught through extension program;
19. EarthSchools offered to county elementary schools;
20. Maintain and moderate the McLean County Freecycle group, a free electronic exchange community to reduce waste;
21. Coordinate and administer County Solid Waste Grant program involving schools, rural communities and not-for-profit businesses and agencies; coordinate sustainability events to encourage recycling within the context of other environmentally positive practices;
22. Organize and record minutes of meetings of the Solid Waste Technical Committee;
23. Update recycling and hazardous waste information for the www.Earth911.com national website and local websites.

d. Provide for the administration of the program to include:

1. the submission of quarterly progress reports to the City, Town and County on the activities conducted in compliance with this agreement;
2. the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
3. the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
4. the invoices for services performed in accordance with item "D" of this agreement and;
5. the reporting of program activities to the McLean County Solid Waste Technical Committee.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the three (3) year contract extension with the Ecology Action Center be approved in an amount not to exceed \$92,727, 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: Agreement with Hermes Equipment Company to Install a Low Voltage Communication Cable within the City Right of Way

Hermes Equipment Company wishes to install a low voltage communication cable within the City right of way. The City has a standard agreement for use of the right of way and has entered into such agreements with other communication companies, such as Sprint, MCI and AT&T. Hermes Equipment Company has agreed to enter into this form agreement.

Staff respectfully recommends that Council approve the agreement authorizing Hermes Equipment Company to use of the City right of way for a low voltage communication cable.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

**AN AGREEMENT BETWEEN
HERMES EQUIPMENT COMPANY
AND THE CITY OF BLOOMINGTON, ILLINOIS**

Hermes Equipment Company (hereinafter referred to as “Grantee”), is a corporation organized under the laws of the State of Illinois and the City of Bloomington (hereinafter referred to as “Grantor”) is a municipal corporation organized under the laws of the State of Illinois.

SECTION 1. For the mutual benefit of each of the parties hereto, including the good and valuable consideration specified herein, the Grantee is hereby given the right, permission and authority upon the terms and subject to the conditions of this Agreement to install, maintain and use one low voltage communication cable and all appurtenances thereto (“System”) within, under and over, public right-of-way in the 300 block of West Olive Street between the buildings addressed as 205 S. Lee Street and 508 W. Olive Street.

SECTION 2. The location of said System shall be as shown on prints attached hereto, which by reference are made a part of this Agreement. Said System shall be installed, maintained and used in accordance with the Ordinances of the City of Bloomington and the regulations of the Director of Engineering and Water of the City.

SECTION 3. The privilege granted under this License Agreement may not be transferred to any other person or entity without the written consent of the Grantor except Grantee may assign the License Agreement to a legal entity which is a successor entity or a subsidiary or affiliate of Hermes Equipment Company without consent, if prior written notice is given. Such approval shall not be unreasonably withheld.

SECTION 4. The System hereafter installed shall be so placed and all work in connection with such installation shall be so performed as not to interfere unreasonably with ordinary travel on the highways of the City of Bloomington or with any municipally owned water or sewer pipes or privately owned facilities then in place. Grantee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation. All sidewalks, parkways, or pavements disturbed by said Grantee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed. In the event that any such sidewalk, parkway or pavement shall become uneven, unsettled, or otherwise require repairing within one year from the date Grantee completes any restoration work, then said Grantee, as soon as climatic conditions will permit, shall promptly upon receipt of notice from the City of Bloomington so to do, cause such sidewalk, parkway or pavement to be repaired or restored to the standards required by the City at the time the work is performed.

SECTION 5. Upon the determination by Grantor’s Director of Engineering and Water for good cause shown that it is necessary to relocate said System for municipal infrastructure purposes involving expenditures of municipal funds, the Grantee shall relocate the System and shall bear the sole expense of relocation.

SECTION 6. Grantee shall maintain insurance coverage in the sum of One Million Dollars (\$1,000,000), naming Grantor as an additional insured, at all times this Agreement is in effect and until such time as the System referred to in this Agreement is removed or abandoned and the public way is properly restored as herein required. Grantee shall provide Grantor with evidence of such insurance policy and any renewals thereof.

SECTION 7. The permission and authority herein granted shall not be exercised and any work to the System shall not be done until a permit authorizing the same shall have been issued by the Grantor's Director of Engineering and Water and upon the faithful observance and performance of all of the conditions and provisions thereof and of this Agreement.

SECTION 8. Except for gross negligence or willful or wanton conduct by the Grantor, its officers, employees or agents, the Grantee shall indemnify and hold the Grantor harmless from any and all damages and claims arising out of damage to the System caused in whole or in part by the Grantor, its officers, employees, and agents or by any other person(s) whether or not they have a permit from the Grantor and whether or not they are associated with the Grantor in any direct or indirect manner. Grantee waives all claims, except for gross negligence or willful or wanton conduct by the Grantor, its officers, employees or agents, against the Grantor, whether arising directly, by subrogation, assignment, or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures done in whole or in part by the Grantor, its officers, employees and agents or by any other person(s) whether or not they have a permit from the Grantor and whether or not they are associated with the Grantor in any direct or indirect manner, provided however, that Grantor shall notify Grantee in advance of any construction activity Grantor plans to undertake in or around the System which notice shall give Grantee sufficient time to take measures to protect the System as necessary. Grantee shall have no obligation to release or hold Grantor harmless from claims related to damage to the System in the absence of such notice. As part of this indemnification provision, the Grantee shall, at its own expense, defend all suits and does agree to indemnify and save harmless, except for gross negligence or willful or wanton conduct by the Grantor, its officers, employees or agents, the Grantor and its officers and employees from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the Grantee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb, or property as a result of any of the installed System constructed under or by virtue of this Agreement, and shall save and keep harmless the Grantor from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof. Notice in writing shall be promptly given to Grantee of any claim or suit against the Grantor and its officers and employees which, by the terms hereof, the Grantee shall be obligated to defend, or against which the Grantee has hereby agreed to save and keep harmless the Grantor. The Grantor shall furnish to the Grantee all information in its possession relating to said claim or suit, and cooperate with said Grantee in the defense of any said claim or suit. The Grantee agrees to provide notice in writing to the Legal Department of the Grantor of any claim suit against the Grantee and/or its officers or employees which may directly affect the System or directly or indirectly affect this Agreement or the property referred to herein, whether or not the Grantor has been made a Defendant or Respondent to the legal action.

The Grantee will not rely upon governmental immunity afforded to the Grantor, and further agrees that it will pay the costs incurred by the Grantor for the necessary defense of any suit not only against the Grantor but also against its officers and employees resulting from the Agreement. The indemnification and waiver provided in this section shall be enforceable solely by the Grantor and shall not operate as in indemnification or waiver as to any third party.

SECTION 9. This Agreement may only be amended and/or modified in writing, with the consent of the parties. However, Grantee may add or delete locations to or from the System upon approval of Grantor's Director of Engineering and Water. An addendum will be executed any time there is a change in location.

SECTION 10. This Agreement shall remain in full force and effect for a period of _____ (____) years from the date executed by both of the parties, unless earlier terminated as provided herein. This Agreement may be terminated by Grantor, if, after at least twenty-one (21) days written notice to the Grantee, the Grantee fails to remedy an alleged breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said twenty-one (21) days, this Agreement may be terminated unless the Grantee has taken substantial steps to remedy the alleged breach within said twenty-one (21) days and notified Grantor or such steps.

SECTION 11. Upon termination of the privileges herein granted, the Grantee without cost or expense to the Grantor, shall either remove the System herein authorized and restore the public way to a proper condition under the supervision of the City's Department of Engineering or abandon the System in place if Grantor so approves. Grantee shall remain liable to the Grantor under the provisions hereof until said System is removed or abandoned in place. In the event of the failure, neglect or refusal of said Grantee to remove the System the Grantor will have the choice of either performing said work and charging the cost thereof to said Grantee or determining what the cost of said work shall be by a contractor, and billing the Grantee for said cost which will be promptly paid or the Grantor may proceed against the surety bond of the Grantee or pursue any other remedies provided by law. If Grantee wishes to abandon the System in place notice shall be given to Grantor in writing of the intent to do so, such notice shall state the date on which the System shall be abandoned and identify which parts of the System will be abandoned in place. Grantee shall have no further responsibility to Grantor with respect to the System abandoned unless within 30 days of receipt of Grantee's notice Grantor directs Grantee to remove all or any part of the System. In such event Grantee shall remove the System as provided herein removal within 90 days of receiving Grantor's notice. All Grantee's right, title and interest in any part of the System abandoned in place shall pass to Grantor and Grantor may remove, use, lease and/or sell such System without liability to or consent from Grantee.

SECTION 12. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addresses or deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Renewal of Annual Service Warranty Agreement with Motorola

Staff respectfully requests permission to expend budgeted funds in the amount of \$11,992.56 from line item G15118-70990 to renew the annual service warranty agreement relationship with Motorola.

The service warranty agreement covers the Motorola Dispatch System located at the Police Department, including operator positions and control stations. This agreement includes Infrastructure Repair, Dispatch Service, Radio Repair Service, and On Site Infrastructure Response.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Annual Service Warranty Agreement with Motorola be renewed, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Empire Business Park Subdivision IDOT Highway Permit

Empire Business Park Subdivision is located north of East Empire Street (IL Rte 9), east of Airport Road and west of Towanda Barnes Road. Construction plans for the subdivision were

approved on March 21, 2007. These plans showed the connection of Trinity Lane to the existing intersection of East Empire Street (IL Rt. 9) with CIRA Drive West. All work will be done by the developer of the subdivision. Some of this work will occur within state right of way. The City is required by District 5 of the Illinois Department of Transportation (IDOT) to execute a Highway Permit.

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

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Highway 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: Honorable Mayor and Members of the City Council

From: Staff

Subject: Motor Fuel Tax Resolution to Appropriate Funds for the Demolition of a Vacant City-Owned Building Adjacent to 1001 Croxton Avenue MFT Section No. 07-00339-00-BD

The City desires to inspect, bid, award, and begin demolition of a vacant City owned building which lies within the future alignment of the proposed Lincoln Street extension from Bunn Street to Morrissey Drive. The building was purchased by the City in the early 1990's for the purpose of extending Lincoln Street from Bunn St. to Morrissey Ave. Due to right of way issues, the Lincoln Street project was delayed and the building has fallen into disrepair due to non-use. The property has been a source of recent complaints from area residents and the Police Department.

The construction of this section of Lincoln Street is planned for next summer. Staff believes it is in the City's best interest to remove the building as soon as possible. This project will be funded with Motor Fuel Tax (MFT) funds. Prior to bidding the project, the Illinois Department of Transportation requires that Council adopt a Resolution appropriating the project's estimated Motor Fuel Tax Funding.

Staff respectfully requests that Council adopt a Resolution appropriating \$35,000 in Motor Fuel Tax Funds for the demolition of an existing City owned building adjacent to 1001 Croxton Avenue under Motor Fuel Tax Section 07-00339-00-BD and that the City Clerk be authorized to sign said Resolution.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(IDOT RESOLUTION 2007 – 91 ON FILE IN THE CITY CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Text Amendment to Chapter 29 Section 192.2 Changing the Requirements for Displaying Parking Permit

The City enacted a permit parking program several years ago in response to resident concerns about limited parking in their neighborhoods. The program was initially aimed at the 500 block of N. Lee Street but was later expanded to include sections of Lee Street, Grove Street, and Front Street near the US Cellular Coliseum. The first permits issued were plastic decals that stuck to the windshield. These were later replaced with solid plastic permits designed to be hung from the rear view mirror. The ordinance that established the permit parking specified that the permit

was to be displayed on the lower left hand corner of the rear windshield of the car. This language needs to be changed to reflect the current style of permit. Staff respectfully requests that Council approve the Text Amendment and that the Ordinance be passed.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2007 - 79

AN ORDINANCE AMENDING CHAPTER 29 SECTION 192.2

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

Section 1. That Chapter 29, Section 192.2(i) of the Bloomington City Code, 1960, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

(i) Parking permits must be hung from the rear view mirror. ~~displayed on the lower left corner of the rear windshield.~~

Section 2: Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section 3: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section 4. This ordinance shall be effective as of the date of its passage and approval.

Section 5. This ordinance is passed and approved pursuant to the authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition of the City requesting that the street name of “Fox Creek Road” be changed to “Timberwolf Trail” to the west of Fox Creek Elementary School between Scottsdale Avenue and the south line of Sugar Creek Park (Ward 2)
Case ST-02-07

Background Information:

Due to the recent construction of Fox Creek Road on a new alignment located to the west of the Fox Creek Country Club Subdivision, the City needs to rename a remaining portion of the old alignment located west of the Fox Creek Elementary School. “Timberwolf Trail” has been requested by the Fox Creek Elementary School staff as the new name for the old alignment located to the west of the school. The “Timberwolf” is the school’s mascot.

Planning Commission Public Hearing:

The Planning Commission conducted a public hearing on this petition on August 22, 2007. No testimony was presented at this public hearing either in favor of or in opposition to this petition. Mr. Doug Grovesteen, Director of Engineering, explained that Timberwolf Trail will be temporarily dead-ended at its north end until further development provides a street to connect it to in the future.

Planning Commission Recommendation:

After having given due consideration to this petition and the information presented at this public hearing, the Planning Commission passed a motion by a vote of 8 to 0 recommending City Council approval of this petition in Case ST-02-07 to change the street name of “Fox Creek Road” to “Timberwolf Trail” to the west of Fox Creek Elementary School between Scottsdale Avenue and the south line of Sugar Creek Park.

Staff Recommendation:

Staff concurs with the Planning Commission's recommendation and respectfully recommends City Council approval of this petition for a street name change be approved and the Resolution be adopted.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION TO CHANGE NAME OF STREET

State of Illinois)
) ss.
County of McLean)

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

Now comes The City of Bloomington, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That pursuant to 65 ILCS 5/ 11-80-19, 1998 (Illinois Compiled Statutes), the Corporate authorities of each municipality may name originally and then may change the name of any street within its corporate limits;
2. That your Petitioner is the maintaining authority of what is currently named Fox Creek Road (1125E);
3. That your Petitioner hereby requests that the street name of Fox Creek Road be changed to Timberwolf Trail between Scottsdale Avenue and the south line of Sugar Creek Park;
4. That your Petitioner requests said street name change due to the construction of Fox Creek Road on a new alignment.

WHEREFORE, your Petitioners respectfully pray that said street name change be approved.

Respectfully submitted,

Stephen F. Stockton

RESOLUTION NO. 2007 – 92

RESOLUTION CHANGING THE NAME OF A PORTION OF FOX CREEK ROAD FROM SCOTTSDALE AVENUE TO THE SOUTH LINE OF SUGER CREEK PARK TO BE HENCEFORTH KNOWN AS TIMBERWOLF TRAIL

BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the name of that portion of FOX CREEK ROAD located between Scottsdale Avenue and the south line of Sugar Creek Park and in the City of Bloomington, McLean County, Illinois, shall be and the same is hereby changed to TIMBERWOLF TRAIL;
2. That the Engineering ~~and Water~~ Department of said City of Bloomington shall assign numbers to existing buildings along the newly named portion of TIMBERWOLF TRAIL in a manner consistent with the ordinances and practices of said City of Bloomington;
3. That this Resolution shall be effective fourteen (14) days after passage or when the street signs are erected.

PASSED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Street Name Change be approved and the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition of the City, requesting that the street name of “Fox Creek Road” be changed to “Blue Ash Court” between the new alignment of Fox Creek Road and the south line of Sugar Creek Park to the west (Ward 2) Case ST-01-07

Background Information:

Due to the recent construction of Fox Creek Road on a new alignment located to the west of the Fox Creek Country Club Subdivision, the City needs to rename the remaining portion of the old alignment located further to the west. “Blue Ash Court” has been selected by staff as the recommended new name for the old alignment through this scenic area to the west of the new alignment.

Planning Commission Public Hearing:

The Planning Commission conducted a public hearing on this petition on August 22, 2007. No testimony was presented at this public hearing either in favor of or in opposition to this petition. Mr. Doug Grovesteen, Director of Engineering, explained that Blue Ash Court will become a cul-de-sac street.

Planning Commission Recommendation:

After having given due consideration to this petition and the information presented at this public hearing, the Planning Commission passed a motion by a vote of 8 to 0 recommending Council approval of this petition in Case ST-01-07 to change the street name of “Fox Creek Road” to “Blue Ash Court” between the new alignment of Fox Creek Road and the south line of Sugar Creek Park.

Staff Recommendation:

Staff concurs with the Planning Commission’s recommendation and respectfully recommends Council approval of this petition for street name change and the Resolution be adopted.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION TO CHANGE NAME OF STREET

State of Illinois)
)ss.
County of McLean)

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

Now comes The City of Bloomington, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That pursuant to 65 ILCS 5/ 11-80-19, 1998 (Illinois Compiled Statutes), the Corporate authorities of each municipality may name originally and then may change the name of any street within its corporate limits;
2. That your Petitioner is the maintaining authority of what is currently named Fox Creek Road (1125E);
3. That your Petitioner hereby requests that the street name of Fox Creek Road be changed to Blue Ash Court between the new alignment of Fox Creek Road and the south line of Sugar Creek Park;
4. That your Petitioner requests said street name change due to the construction of Fox Creek Road on a new alignment.

WHEREFORE, your Petitioner respectfully prays that said street name change be approved.

Respectfully submitted,

Stephen F. Stockton

RESOLUTION NO. 2007 – 93

RESOLUTION CHANGING THE NAME OF A PORTION OF (OLD) FOX CREEK ROAD FROM THE NEW ALIGNMENT TO THE SOUTH LINE OF SUGAR CREEK PARK TO BE HENCEFORTH KNOWN AS BLUE ASH COURT

BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the name of that portion of old FOX CREEK ROAD located between the new alignment and the south line of Sugar Creek Park and in the City of Bloomington, McLean County, Illinois shall be and the same is hereby changed to BLUE ASH COURT;

2. That the Engineering and-Water Department of said City of Bloomington shall assign numbers to existing buildings along the newly named portion of BLUE ASH COURT in a manner consistent with the ordinances and practices of said City of Bloomington;

3. That this Resolution shall be effective fourteen (14) days after passage or when the street signs are erected.

PASSED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Finnegan expressed his concern regarding the two (2) previous items, (Petitions for Street Name Change for Fox Creek Road to Timberwolf Trail and Blue Ash Court). He added his belief that a street should have a single name. Tom Hamilton, City Manager, addressed the Council. The needs of 911 had been met. The road extension would have the same name.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Street Name Change be approved and the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Hershey Grove LLC for Approval of an Easement Vacation Plat for Outlot 9 in Brookridge Apartments Subdivision 2nd Addition

A Petition has been received from Hershey Grove LLC for Approval of an Easement Vacation Plat for Outlot 9 in Brookridge Apartments Subdivision 2nd Addition. The request is to vacate the south fifteen feet (15') of the twenty foot (20') existing utility easement located on the north property line of Outlot 9, except the east fifteen feet (15'). All relevant private utility companies have reviewed the plat and granted their approval of the easement vacation. Staff has also reviewed the plat and found no conflicts with existing or proposed public utilities and drainage ways.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Easement Vacation Plat for Outlot 9 of Brookridge Apartments Subdivision 2nd Addition.

Respectfully,

Doug Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL UTILITY EASEMENT VACATION PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hershey Grove, L.L.C., hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by reference;
2. That your petitioner seeks approval of the Utility Easement Vacation Plat for Outlot 9 Second Addition to Brookridge Apartments subdivision which Utility Easement Vacation Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Utility Easement Vacation Plat for Outlot 9 Second Addition to Brookridge Apartments Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mercer Turner
Attorney

SUBSCRIBED AND SWORN to before me this day 28th of August, 2007.

Tammie R. Keener
Notary Public

ORDINANCE NO. 2007 – 80

AN ORDINANCE APPROVING THE UTILITY EASEMENT VACATION PLAT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Utility Easement Vacation Plat for Outlot 9 Second Addition to Brookridge Apartments Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Utility Easement Vacation Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

1. That the Utility Easement Vacation Plat for Outlot 9 Second Addition to Brookridge Apartments Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

The South 15 feet of the Northernmost 20 feet of Outlot 9 in the Second Addition to Brookridge Apartments, Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 2006-31392 in the McLean County Recorder's Office, except therefrom the West 73 feet thereof and also, except the East 15 feet thereof.

P.I.N. part of 21-13-176-004

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Snyder Development, Inc., Requesting Approval of a Final Plat for the 16th Addition to Fox Creek Country Club Subdivision

A petition has been received from Snyder Development, Inc. requesting approval of a Final Plat of the 16th Addition to Fox Creek Country Club Subdivision. Staff has reviewed the Final Plat and finds it in conformance with the Preliminary Plan approved November 14, 1994.

In accordance with the Annexation Agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, the developer is to pay \$4,000 per lot each time a lot zoned R-1B is sold. Additionally, per the Annexation Agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.

Staff respectfully recommends that Council accept the petition and pass an Ordinance approving the Final Plat for Fox Creek Country Club Subdivision, 16th Addition.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Mercer Turner as Trustee of Land Trust CC-1, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as Sixteenth Addition to Fox Creek Country Club, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Final Plat for Sixteenth Addition to Fox Creek Country Club Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mercer Turner
Trustee of Land Trust CC-1

SUBSCRIBED AND SWORN to before me this 10th day of August, 2007.

Tammie R. Keener
Notary Public

ORDINANCE NO. 2007 – 81

**AN ORDINANCE APPROVING THE FINAL PLAT OF SIXTEENTH ADDITION TO
FOX CREEK COUNTRY CLUB SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Sixteenth Addition to Fox Creek Country Club Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

1. That the Final Plat of the Sixteenth Addition to Fox Creek Country Club Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

The 16th Addition to Fox Creek Country Club, a subdivision to the City of Bloomington in the northeast Quarter of Section 24, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, being more particularly described as follows:

Beginning at the Northwest corner of Lot 301 in the 9th Addition to Fox Creek Country Club, thence South 24 degrees 46 minutes 07 seconds east, a distance of 168.56 feet, along the west line of said lot 301, to an iron rod, thence north 89 degrees 16 minutes 11 seconds west, a

distance of 142.71 feet, to an iron rod, thence north 8 degrees 20 minutes 59 seconds west, a distance of 125.71 feet, to an iron rod, thence along a circular curve to the left, having a radius of 330.00 feet, an arc length of 94.57, a chord bearing north 73 degrees 26 minutes 27 seconds east and a chord distance of 94.24 feet to the point of beginning; said described Lot 560 containing 0.38 acre, more or less, being subject to all existing easements and rights-of-way. Bearings assumed for the purpose of description only.

Part of 21-18-351-006

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Hershey Grove, LLC Requesting Approval of a Final Plat for Brookridge Apartments Subdivision Third Addition

A petition has been received from Hershey Grove, LLC requesting Council approval of a Final Plat for Brookridge Apartments Subdivision Third Addition. This subdivision is located south of Ireland Grove Road, east of Hershey Road, and north of Hamilton Road. The Final Plat is in conformance with the Preliminary Plan approved on April 22, 2002, and the Brookridge Heights Apartments Street Name Plan dated July 15, 2003. There are various tap on fees due for this addition.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Final Plat for the Brookridge Apartments Subdivision Third Addition, subject to the Petitioner paying the necessary tap on fees before recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hershey Grove, L.L.C., hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as Third Addition to Brookridge Apartments Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Final Plat for the Third Addition to Brookridge Apartments Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Hershey Grove, L.L.C.

By: Mercer Turner
Attorney

SUBSCRIBED AND SWORN to before me this 7th day of August, 2007.

Tammie R. Keener
Notary Public

ORDINANCE 2007 – 82

**AN ORDINANCE APPROVING THE FINAL PLAT OF THIRD ADDITION TO
BROOKRIDGE APARTMENTS SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Third Addition to Brookridge Apartments Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

1. That the Final Plat of the Third Addition, to Brookridge Apartments Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Outlot 9 in the Second Addition to Brookridge Apartments Subdivision in the City of Bloomington, McLean County, according to the plat recorded as Document No. 2006-31392 in the McLean County Recorder's Office.

P.I.N. 21-13-176-004

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from MH Land Co. LLC Requesting Approval of a Final Plat for the Resubdivision of Lot 8 in the 2nd Addition to Medical Hills Subdivision

A Petition has been received from MH Land Co. LLC requesting approval of a Final Plat for the Resubdivision of Lot 8 in the 2nd Addition to Medical Hills Subdivision. The request is to create a two (2) lot subdivision, located south of Eastland Drive and east of Fairway Drive. An approved site plan will be required prior to recording the plat. Fees may be due once the site plan is approved.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Final Plat for Resubdivision of Lot 8 in the 2nd Addition to Medical Hills Subdivision, subject to Petitioner obtaining an approved site plan and paying any fees prior to recoding the plat.

Respectfully,

Doug Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now Comes M.H. Land Company, L.L.C., an Illinois Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold or lessor estate therein of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the Final Plat for the subdivision to be known and described as the Re-subdivision of a Part of Lot 8 in the Second Addition to Medical Hills Subdivision which Final Plat is attached hereto and made a part hereof;
3. That your Petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960; None
4. That the Final Plat substantially conforms to all requirements of the City Code and your Petition seeks expedited Final Plat approval; and
5. That your Petitioner hereby dedicates to the public, all public rights-of-way and easements shown on said Final Plat.

WHEREFORE, your Petitioner prays that the Final Plat for the Re-subdivision of a Part of Lot 8 n the Second Addition to Medical Hills Subdivision submitted herewith be approved.

Respectfully submitted,

M. H. Land Company, L.L.C., an
Illinois Limited Liability Company

By: James P. McNeely

ORDINANCE NO. 2007 - 83

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE RE-SUBDIVISION
OF A PART OF LOT 8 IN THE SECOND ADDITION TO MEDICAL HILLS
SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of the Final Plat of the Re-subdivision of a Part of Lot 8 in the Second Addition to Medical Hills Subdivision legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code - 1960, as amended: NONE

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

1. That the Final Plat of the Re-subdivision of a Part of Lot 8 in the Second Addition to Medical Hills Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this Ordinance shall be in full force and effect as of the time of its passage and approval.

PASSED this 10th day of September, 2007.

APPROVED this 11th day of September, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Lot 8 in the Second Addition to Medical Hills Subdivision of the City of Bloomington, in McLean County, Illinois, except, however, commencing at a point on the North Line of Lot 8,

10.79 feet easterly from the Northwest Corner of said Lot; thence running south 01°-09' east a distance of 75.22 feet to a point which is the beginning of a curve to the left having a radius of 253.62 feet and thence along said curve a distance of 213.28 feet to a point on the exiting Northerly Right-of-Way of Regency Drive, said point of tangent to the Right-of-Way being also on the Southwest line of said Lot 8 and 10.37 feet northwest along said Lot Line from the South Corner of said Lot 8; thence 218 feet northwest along the Southwest Line of said Lot 8 to the Westernmost Corner of said Lot 8; thence northerly 141.22 feet along the Northwest Line of said Lot 8 to the Northermost Corner of said Lot 8; thence 10.79 feet easterly along the North Line of said Lot 8 to the Point of Beginning, in McLean County, Illinois. Said property contains 0.877 acre, more or less.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Final Plat 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: Analysis of Bids for Construction of New Fire Station

Bids were received until 2:00 pm on August 10, 2007 for construction of a new southwest fire station. Six (6) bids were received. Bids provided a base price for the building, plus prices for additions and/or deductions of optional features including environmentally friendly options. All bids received were complete and complied with all requirements. The bids are tabulated below:

Bidder	Base Bid
PJ Hoerr * Bloomington, IL	\$3,400,000.00
Vanguard Contractors Peoria, IL	\$3,464,500.00
Bishop Brothers Peoria, IL	\$3,500,000.00
Peoria Metro Construction Peoria, IL	\$3,544,000.00
Stelle Construction	\$3,558,470.00

Bloomington, IL	
Felmley Dickerson Construction Bloomington, IL	\$3,580,000.00

*Low Bid

The current budget for this project is \$3,000,000. Staff recommends rejecting all of the bids received and authorizing staff to negotiate with PJ Hoerr to secure a contract that, inclusive of any additional architectural fees, is within the budgeted amount.

If Council approves this recommendation, staff will direct the architect to reduce the overall size of the building by the elimination of two (2) apparatus bays and two (2) bedrooms. This will result in a reduction in gross square footage by 13.6%. With the reduction, the station will still have adequate space to meet the current operational needs of the department as well as the anticipated needs for the next twenty (20) years. In addition, staff will direct the architect and contractor to attempt to identify additional cost savings through value engineering.

Following redesign, negotiations, and value engineering, Staff will bring a revised proposal to the Council for consideration.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Tom Hamilton, City Manager, addressed the Council. City staff had sat down with the architect to discuss the potential of bringing the station in under budget. City staff has considered changing the building's footprint, its features and structure. He believed this goal could be achieved. He added that City staff cannot hold a discussion with the low bidder until after the Council takes action. The final contract would be brought back before the Council.

Alderman Schmidt questioned the numbers for potential change orders. Mr. Hamilton stated that the building needed to come in under budget to allow for same. City staff planned to pursue LEEDS certification. It would be addressed at those items which provided good pay back. The amount would vary. He cited a geothermal HVAC system as an example.

Alderman Sage noted the five to ten (5 – 10) year payback for a conventional system. Alderman Purcell questioned the figures used, the number of motors, the cost of electricity, and any cost difference. Dan Shanks, Deputy Fire Chief – Administration, addressed the Council. He provided an estimate of \$80,000. He offered to provide the specifications. Mayor Stockton noted that it was simple to calculate payback. Deputy Chief Shanks cited the differential costs. Energy savings were calculated in the base bid.

Alderman Schmidt noted the green features. She questioned if they could be retrofitted. Deputy Chief Shanks stated that this would be a goal for the future. The City had secured fifty percent (50%) funding for some features, and thirty percent (30%) funding for other features.

Alderman Purcell questioned state grants. Mr. Hamilton expressed his belief that these dollars had been included in the budget. He cited the recent turmoil in Springfield. There has been no authorization to issue the dollars contained in the state budget. The City was not counting on these dollars. City staff planned to work within the City's Capital Improvement budget.

Alderman Stearns questioned if cost savings would be achieved by a reduction in square footage. Deputy Chief Shanks responded affirmatively. Three (3) things had been proposed: 1.) elimination of two (2) bays, 2.) removal of the atrium, and 3.) elimination of two (2) sleeping bays. He added that the initial plans included an ambulance and a fire apparatus. A station of this size should serve the City for the next twenty (20) years. The basic design would remain the same. There could be additions to the existing station.

Alderman Purcell questioned the cost of a standard fire station. Deputy Chief Shanks noted that there would be no extra space. The features were designed to save costs. Mr. Hamilton noted the new building standards which were written to withstand natural disasters. The station would be a masonry building. It would be built to be there for a long time.

Alderman Purcell questioned building this station. Mr. Hamilton cited adequate response time. This station would serve the City's southwest quadrant. There were a number of new subdivisions and schools. He also cited new roads. This area would continue to develop.

Alderman Schmidt noted that the need was there. Deputy Chief Shanks cited the Heartland Hills Subdivision. It was three (3) miles from the closest fire station, optimal distance was 1.5 miles. Mr. Hamilton cited the difficult access due to the interstate and Sugar Creek. Alderman Purcell questioned transportation routes.

City staff did not want to rebid this project. The City would rely upon the expertise of the architect and the general contractor to find savings. The City would not compromise the building's functionality. Deputy Chief Shanks noted that two (2) projects (fire stations) would happen simultaneously. Mr. Hamilton estimated the excavating savings at \$80,000. Deputy Chief Shanks added that if the City were to rebid this project, then the City would incur substantial architectural and engineering fees.

Alderman Purcell questioned the budget. Mr. Hamilton noted that there was a square footage cost which was based upon the architect's estimate. The cost of the Hamilton Rd. Station was refined over time. Alderman Purcell questioned the police substation. Deputy Chief Shanks responded affirmatively. The room would be 180 square feet with a separate entrance.

Alderman Sage informed the Council that he had visited with Fire Department command staff. They shared their thoughts with him. He appreciated their efforts to bring this project in, at or below budget. He understood the purpose of the rescue pumpers. He acknowledged that the ambulance service would generate income but would not break even.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bids be rejected and staff be authorized to negotiate with PJ Hoerr to secure a contract that, inclusive of any additional architectural fees, is within the budgeted amount of \$3,000,000, and that staff be allowed to report back to Council.

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 stated that there were several items to address. The City had received an IEPA (Illinois Environmental Protection Agency), grant in the amount of \$950,000. The grant would be officially presented to the City on Tuesday, October 2, 2007 at 2:00 p.m.

Mayor Stockton informed the Council that Bob Markowitz had passed away. Mr. Markowitz was the spouse of former Mayor Judy Markowitz.

He also informed the Council of an Amtrak press conference which would mean two (2) additional trains stopping in Normal. Ridership has increase fifty-four percent (54%) from Bloomington/Normal to Chicago. He cited from personal experience.

The US Cellular Coliseum's Open House would be held on Thursday, September 20, 2007 from 6:00 to 8:00 p.m. The Council was invited to mingle with the public.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Finnegan echoed the Mayor's comments regarding Amtrak ridership. Mayor Stockton expressed his belief that Amtrak would travel at 110 miles per hour service in the next two to three (2 – 3) years.

Alderman Hanson acknowledged the Labor Day parade. Alderman Schmidt echoed Alderman Hanson's comment. The Council passed out 200 pounds of candy.

Alderman Sage thanked Rick Clem, Director of Public Service, for a meeting regarding snow removal. He toured the Public Service facility. He had been employed as a

seasonal employee years ago. Mayor Stockton cited the need for better communication regarding snow fall. Alderman Sage expressed his belief that the Public Service Department would continue to look for technical solutions.

Alderman Fruin requested additional conversations regarding the new Fire Stations. He noted the need for additional space. He questioned secondary locations and budget concepts. Tom Hamilton, City Manager, noted one of the new Fire Stations would be located by the new airport. It would also serve the Police Department. Discussions had been held with the Airport Authority staff regarding staging Public Service equipment. City staff was always looking for opportunities. Alderman Fruin questioned the distance to the farthest northeast point.

Alderman Purcell questioned the status of the Coachman Hotel. Mr. Hamilton informed the Council that City staff was waiting for a plan. He hoped to have this issue resolved by fall.

Alderman Purcell questioned the status of crossing guards. Mr. Hamilton informed the Council that ten (10) individuals had been hired. The City needed to hire back up crossing guards.

Alderman Stearns commented about the Budget Work Session. She cited a sales tax increase. She had citizen input. She would forward same to Mr. Hamilton. She recommended that City employees, (rank and file), be asked about efficiencies. Soliciting same would improve morale. Mayor Stockton expressed his belief that City management was always receptive to employee suggestions for improvement.

Motion by Alderman Schmidt, seconded by Alderman Purcell, that the meeting be adjourned. Time: 8:40 p.m.

Motion carried.

Tracey Covert
City Clerk

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