

**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, July 9, 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: Council Proceedings of August 8, 2005

The Council Proceedings of August 8, 2005 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Gibson that the reading of the minutes of the previous Council of August 8, 2005 be dispensed with and the proceedings approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Hanson, seconded by Alderman Gibson 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 second partial payment to The Pantagraph in the amount of \$780.40 on a contract amount of \$35,350.92 of which \$2,080.88 will have been paid to date for work certified as 5.89% complete for the 2007-2008 Seasonal Advertising Services. Completion date – April 2008.

2. The first partial payment to Soules Bird Repellent Co. in the amount of \$6,000 on a contract amount of \$24,000 of which \$6,000 will have been paid to date for work certified as 25% complete for the Bird Control. Completion date – July 2009.
3. The eighth partial payment to Consoer Townsend & Associates in the amount of \$537.70 on a contract amount of \$38,400 of which \$32,474.44 will have been paid to date for work certified as 85% complete for the Metering Needs at the Water Treatment Plant. Completion date – December 2007.
4. The second partial payment to F & W Lawn Care Specialists in the amount of \$314.60 on a contract amount of \$25,000 of which \$9,408.83 will have been paid to date for work certified as 38% complete for the 2006-2007 Seeding at Various Locations. Completion date – June 2007.
5. The seventh partial payment to Thompson Dyke & Associates in the amount of \$11,350 on a contract amount of \$248,500 of which \$207,100 will have been paid to date for work certified as 83% complete for the McGraw Park – Phase II. Completion date – December 2007.
6. The seventh partial payment to Rowe Construction in the amount of \$94,290.80 on a contract amount of \$810,000 of which \$738,434.18 will have been paid to date for work certified as 85% complete for the 2006-2007 General Resurfacing. Completion date – August 2007.
7. The first partial payment to Stark Excavating, Inc. in the amount of \$55,254.88 on a contract amount of \$150,000 of which \$55,254.88 will have been paid to date for work certified as 37% complete for the 2006-2007 Rigid Pavement Patching Program. Completion date – July 2007.
8. The second partial payment to Rowe Construction Co. in the amount of \$140,569.25 on a contract amount of \$817,603.74 of which \$199,064.46 will have been paid to date for work certified as 24% complete for the 2007 Curb and Gutter Improvements. Completion date – September 2007.
9. The second partial payment to Farnsworth Group in the amount of \$10,386.50 on a contract amount of \$130,300 of which \$20,478.97 will have been paid to date for work certified as 16% complete for the Tanner Street – Morris Ave. to Lake Dr. Completion date – April 2008.
10. The seventeenth partial payment to Farnsworth Group in the amount of \$2,020.01 on a contract amount of \$203,300 of which \$183,989.26 will have been paid to date for work certified as 91% complete for the Constitution Trail – Grove to Hamilton. Completion date – July 2007.

11. The eighth partial payment to Stark Excavating, Inc. in the amount of \$182,218.86 on a contract amount of \$2,959,945.10 of which \$1,560,952.47 will have been paid to date for work certified as 53% complete for the Fox Creek Road and Scottsdale Avenue Improvements. Completion date – October 2007.
12. The first partial payment to JG Stewart Contractors in the amount of \$26,000 on a contract amount of \$30,610 of which \$26,000 will have been paid to date for work certified as 85% complete for the MLK Detention Basin Inlet Repair. Completion date – August 2007.
13. The second partial payment to Stark Excavating, Inc. in the amount of \$399,000 on a contract amount of \$2,974,384 of which \$1,059,000 will have been paid to date for work certified as 36% complete for the Brokaw Road Sanitary Trunk Sewer. Completion date – November 2007.
14. The third partial payment to Gildner Plumbing, Inc. in the amount of \$101,000 on a contract amount of \$388,479 of which \$190,000 will have been paid to date for work certified as 49% complete for the Division Street Combined Sewer Overflow Elimination Phase II. Completion date – August 2007.
15. The seventh partial payment to Village of Downs in the amount of \$29,938.35 on a contract amount of \$3,936,372 of which \$165,164.38 will have been paid to date for work certified as 4% complete for the Village of Downs and City Sewerage Improvements Project. Completion date – March 2008.
16. The first partial payment to Alvord, Burdick & Howson Engineers in the amount of \$607.50 on a contract amount of \$12,000 of which \$607.50 will have been paid to date for work certified as 5% complete for the Sewer Rate Study. Completion date - November 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 Gibson 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 Stockton, Mayor

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

I ask that you concur with the following appointment to the Historic Preservation Commission:

Diane Sullivan, 3402 E. Oakland Ave. Her term will expire 4/30/2011.

I ask that you also concur with the following reappointments to the Planning Commission:

Stan Cain, 3013 Wembley Way. His term will expire 4/30/2011.

Tom Baughan, 1 Pendleton Way. His term will expire 4/30/2011.

Respectfully,

Stephen F. Stockton
Mayor

Alderman Fruin expressed his appreciation for those who are willing to serve the City by sitting on one (1) of the various Boards and Commissions. He noted the recent loss of Dr. Craig Witte. Dr. Witte had been a long serving member of the Scott Commission.

Motion by Alderman Hanson, seconded by Alderman Gibson that the appointment 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: Request to Approve Payment to the Bloomington Normal Water Reclamation District for Phase I of the Long Term Combined Sewer Overflow Control Plan

On December 12, 2005, Council approved an Amended Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Long Term Combined Sewer Overflow Control Plan. Article II, item 4 of said agreement stipulates that BNWRD will repay the Illinois Environmental Protection Agency (IEPA) loan for this project, and the City will repay BNWRD for the City's 60% share.

BNWRD has received a repayment schedule for the Phase I loan from the IEPA. The total Phase I loan amount is \$4,889,166.64 at an annual interest rate of 2.5% which requires BNWRD to make a semi annual payment of \$159,485.77 for 20 years. BNWRD will be receiving payment schedules for phases II and III of the project from the IEPA in the future. The Engineering Department has received an invoice from BNWRD for the City's 60% share of the first semi annual payment for phase I in the amount of \$95,691.46.

There are funds budgeted in the Storm Water Management Fund for repaying the IEPA loans for this project. Staff respectfully recommends that Council approve making semi annual payments to the Bloomington Normal Water Reclamation District for repayment of the Phase I loan in the amount of \$95,691.46 with payment to be made from the Storm Water Management Funds (X55100-74910).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Gibson that the semi-annual payments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Approve Payment to the Mid Central Community Action for Sewer Work in West Grove Street Adjacent to Trailside Subdivision

It has been brought to staff's attention that the 36' inch brick Orchard Lane combination sewer (constructed 1892) has caused a sink hole in West Grove Street adjacent to the Trailside Subdivision proposed by Mid Central Community Action. The construction plans for Trailside Subdivision include the abandonment of a short section of the old 36' inch sewer across the subdivision site. Staff believes it would be cost effective to the City to also abandon it at this time, rather than repair it. The inlets in Grove Street are connected to the old combination sewer and would need to be reconstructed and connected to the proposed storm sewer system in Trailside Subdivision.

The City owns property on the south side of Grove Street across from Trailside Subdivision. On August 28, 2006, Council approved a two (2) lot subdivision of the City property. The existing sewer service to this property was from the old 36' inch brick sewer. Staff believes it is cost effective and beneficial to extend new sewer services to these lots from the proposed sanitary sewer in Trailside Subdivision.

Stark Excavating has given Mid Central Community Action a quote of \$75,048.95 to complete this additional work. Staff has reviewed the proposal and believes the costs to be reasonable. This is not a budgeted expense however staff respectfully recommends that Council approve paying Mid Central Community Action for this work, with \$60,018.25 being paid from the Sewer Depreciation Fund (X52200-72550) and \$15,030.70 to be paid from the Storm Water Depreciation Fund (X55200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Alderman Fruin noted that this sewer was not a budgeted expense. He cited the sewer fund's significant deficit. Tom Hamilton, City Manager, addressed the Council. He noted that a good portion of this figure would be addressed by a bond issue. He cited the eastside sewer project. He expressed his opinion that the fund would be balanced by the end of the fiscal year. This item involved a collapsed sewer which was over 100 years old. It was a pay now or pay more later situation. Trailside was a new affordable housing subdivision. Alderman Fruin expressed his opinion that the City needed contingency funds. There was old infrastructure which was in need of attention. This type of project needed funding.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Purchase Additional Lighting Fixtures for the Bloomington Center for the Performing Arts Ballroom

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of forty-eight (48) identical track light fixtures for the Bloomington Center for the Performing Arts (BCPA) Ballroom, from Springfield Electric in the amount of \$5,784.

Springfield Electric was the original provider of the track light fixtures used in the original renovation process of the BCPA. Purchasing these fixtures from Springfield Electric, assures receiving identical fixtures to match those currently installed. These units will increase the candlepower for better lighting of conferences and seminar events in the ballroom. These fixtures were originally planned but were reduced by 50% to cut costs in the bid renovation documents. It has become evident from the various events in the BCPA's first year that these fixtures are needed in the ballroom.

Given the unique situation of these fixtures, staff respectfully requests that the bidding process be waived and the purchase of the fixtures be approved. Funding for this purchase will be from account X21100-70540 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 65

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF LIGHT FIXTURES FOR THE BCPA
BALLROOM FROM SPRINGFIELD ELECTRIC IN THE AMOUNT OF \$5,784**

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 light fixtures for the BCPA Ballroom from Springfield Electric in the amount of \$5,784.

Adopted this 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Hanson, seconded by Alderman Gibson that the formal bidding process be waived, the light fixtures purchased from Springfield Electric in the amount of \$5,784, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Purchase a Replacement Mower for the Division Street Facility

The Water Department has budgeted in FY 2007/2008 to replace a Kubota 72" out front mower used at the Division Street property and to mow areas around the various storage tanks and pump stations in town.

On March 15, 2007 sealed bids were opened to replace a like mower at Lake Bloomington. Nord Outdoor Power and Equipment was the responsible low bidder for that purchase. Staff inquired if Nord Outdoor Power and Equipment would honor their contract price of March 15, 2007 for the purchase of the replacement mower. Nord Outdoor Power has agreed to accept the trade in mower and sell an additional mower for \$15,600, the same amount as the mower purchased for Lake Bloomington. Funds are available in the Equipment Replacement Fund, F50120-72130 for this purchase.

Staff respectfully requests that Council waive the formal bidding process and purchase a Kubota F3680 with 72" mower deck from Nord Outdoor Power in the amount of \$15,600.

Respectfully,

Dan Augstin
Director of Fleet Management

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 66

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF A REPLACEMENT MOWER FOR THE DIVISION STREET FACILITY FROM NORD OUTDOOR POWER IN THE AMOUNT OF \$15,600

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Replacement Mower for the Division Street Facility from Nord Outdoor Power in the amount of \$15,600.

Adopted this 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Hanson, seconded by Alderman Gibson that the formal bidding process be waived, the replacement mower purchased from Nord Outdoor Power in the amount of \$15,600, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Rescue Equipment

Staff respectfully requests that Council waive the formal bid process and authorize the purchase of two (2) Rapid Deployment Watercraft from Atlas Outfitters, of Dunbar, WI. The total cost of this watercraft is \$7,140.

This watercraft is appropriate to perform a rescue of a victim on the ice or in the water. Several members of the department have been trained to perform ice and water rescues. During training, they evaluated different water rescue craft and identified the Oceanid Versatile Rescue Rapid Deployment Craft as the most optimal ice/water rescue craft.

The Oceanid product is sold through authorized distributors. Pricing is set by the manufacturer and dealers are prohibited from discounting the product. Atlas Outfitters is the designated distributor for the State of Illinois. The Department's FY 07-08 contains \$7,000 for this purchase. Payment will be made from F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 67

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF AN OCEANID VERSATILE RESCUE RAPID
DEPLOYMENT CRAFT FOR THE FIRE DEPARTMENT FROM ATLAS
OUTFITTERS IN THE AMOUNT OF \$7,140**

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 Oceanid Versatile Rescue Rapid Deployment Craft for the Fire Department from Atlas Outfitters in the amount of \$7,140.

Adopted this 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Finnegan questioned this item. Keith Ranney, Fire Chief, addressed the Council. This item is for water craft rescue. Currently, the City had no way to address this situation. Two (2) deployment crafts would be purchased and place on the two (2) new rescue pumpers. They would not be motorized. These would be flotation devices. One (1) would be placed at each end of the City.

Motion by Alderman Hanson, seconded by Alderman Gibson that the formal bidding process be waived, the Oceanid Versatile Rescue Rapid Deployment Craft be purchased from Atlas Outfitters in the amount of \$7,140, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Purchase Self Contained Breathing Apparatus for Fire Department

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of fourteen (14) Self Contained Breathing Apparatus (SCBA) and fourteen (14) spare cylinders from MES-Illinois located in Washington, IL at a total cost of \$56,742. Staff seeks to purchase brand specific SCBA to maintain consistency and interoperability with existing equipment. MES-Illinois is the area distributor for Scott Aviation brand breathing apparatus.

Six (6) of the SCBA are for replacement of existing equipment and eight (8) SCBA are additional units to be placed on the two (2) new fire apparatus scheduled to arrive in September. Staff requests to purchase all fourteen (14) units at this time to avoid a scheduled model change and price increase. There is \$56,400 budgeted in FY 07-08 fixed assets budget for this purchase. Payment for this purchase will be made from F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 68

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FOURTEEN (14) SCBA FROM MES-ILLINOIS
FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$56,742**

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 the fourteen (14) SCBA from MES-Illinois for the Fire Department in the amount of \$56,742.

Adopted this 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Finnegan questioned this item. Keith Ranney, Fire Chief, addressed the Council. This new equipment would be purchased for the two (2) new pumpers which had been purchased earlier to avoid a price increase. These units would be compatible with the department's existing equipment. He noted that there would be additional equipment purchases which would come before the Council. Department staff needed training time. The equipment will added and arrive on an as needed basis.

Motion by Alderman Hanson, seconded by Alderman Gibson that the formal bidding process be waived, the fourteen (14) SCBA be purchased from MES-Illinois in the amount of \$56,742, 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 Rescue Equipment for the Fire Department

Bid proposals for rescue equipment for the Fire Department were received until 11:00 a.m. on June 26, 2007. Four (4) responses were received; one (1) response was a "No Bid." The responses are tabulated below:

Safety First	Verona, WI	\$16,756.00
Sandry Fire Supply	DeWitt, IA	\$18,810.00
TNT Rescue Equipment	Ashippun, WI	\$18,840.00
Argus Group	Chesterfield, MI	No Bid

This purchase is to equip two (2) new fire apparatus with vehicle mounted diesel pumps to power hydraulically driven cutting and spreading equipment used to extricate victims trapped in automobile accidents.

The bid submitted by Safety First, Inc. offers the lowest cost to the City. A total of \$14,000 was budgeted for this equipment. Savings from other equipment purchased (hose testers) will offset the shortfall. Staff respectfully recommends that Council accept the bid from Safety First, Inc and authorize the purchase. Payment will be made from Account # F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Gibson that the bid be awarded to Safety First, Inc. in the amount of \$16,756, and the Purchasing Agent authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for Rescue Equipment for the Fire Department

Bid proposals for rescue equipment for the Fire Department were received until 11:00 a.m. on June 26, 2007. Four (4) responses were received; one (1) response was a "No Bid." The responses are tabulated below:

Safety First	Verona, WI	\$12,740.00
Sandry Fire Supply	DeWitt, IA	\$14,220.00
TNT Rescue Equipment	Ashippun, WI	\$15,820.00
Argus Group	Chesterfield, MI	No Bid

This purchase is to equip two (2) new fire apparatus with hydraulically driven cutting and spreading equipment used to extricate victims trapped in automobile accidents.

The bid submitted by Safety First, Inc offers the lowest cost to the City. A total of \$14,000 was budgeted for this equipment. Staff respectfully recommends that Council accept the bid from Safety First, Inc. and authorize the purchase. Payment will be made from Account # F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Alderman Finnegan questioned the Fire Department's current procedure. Keith Ranney, Fire Chief, addressed the Council. Currently, the department has a crew. The department has purchased ice rescue clothing and gear. He specifically cited life vests. However, there was no method to retrieve an individual and place him/her in a boat. Currently, the Village of Hudson can perform water rescue. The City provides hazmat services and the Town of Normal provides trench services. He cited the City's participation in mutual aid agreements.

Alderman Hanson questioned if this equipment would only be used within the City. Chief Ranney responded affirmatively. There would not be any scuba training. It would be surface only training.

Alderman Fruin questioned the four (4) previous items. He cited their combined costs, (estimated at \$100,000). He questioned the quantities to be purchased of this specialized equipment. He also questioned if these items were really needed. Chief Ranney addressed the fire station design for the two (2) two buildings. A new manpower model would be used. Two (2) rescue pumpers had been purchased. This equipment can address specialty rescues and fire scenes. One (1) will be located on each side of the City. The total cost for this equipment was less than the cost for a truck and an engine. He restated that these pumpers will be deployed at two (2) different locations.

Alderman Stearns questioned the groundbreaking for Fire Station #5. Chief Ranney noted that the bid documents were out. He hoped for an October 2007 groundbreaking and occupancy by October 2008.

Chief Ranney informed the Council that equipment was being ordered due to price breaks. He noted the manufacturing time line, (three months). Equipment needed to be available for training purposes and to be in place prior to the fire stations planned openings.

Motion by Alderman Hanson, seconded by Alderman Gibson that the bid be awarded to Safety First, Inc. in the amount of \$12,740, and the Purchasing Agent authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Analysis of Bids for Decorative Light Fixtures in Festival Park

Bid proposals for the purchase and installation of five (5) decorative light fixtures for Festival Park were received until 2:00 p.m., Tuesday, June 26, 2007 at the office of the City Clerk where bids were opened and read aloud as follows:

Illinois Prairie Electric, Inc. **	Bloomington, IL	\$26,310.00
Zeller Electric, Inc.	Morton, IL	\$28,250.00
Laesch Electric, Inc.	Towanda, IL	\$32,179.75
Twin City Electric, Inc.	Bloomington, IL	\$37,750.00

** Low and recommended bidder

The bid also included as an Alternate 1, to install rated buried cable in lieu of using conduit raceway. Staff believes that it is in the best interest of the City to accept the base bids using conduit. Conduit will greatly enhance protection of the wire from underground elements and provide an already installed raceway to pull any future wiring through.

All bids for this project were below staff's budget estimates. Staff respectfully requests that Council accept the low bid of \$26,310 from Illinois Prairie Electric, Inc., and further, that the Mayor and City Clerk be authorized to execute the necessary documents. Funding for this project will come from X21110-72620.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Gibson that the bid be awarded to Illinois Prairie Electric, Inc. in the amount of \$26,310 and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order to the Agreement with Prairie Signs for the Outdoor Electronic Sign at the Bloomington Center for the Performing Arts

Prairie Signs has recommended the following change to their agreement to provide and install an electronic sign in front of the Bloomington Center for the Performing Arts.

Change: LED message unit in sign
From: 4' high X 9' wide 35 mm monochrome (red)
To: 4'4"* high X 9' wide 19 mm monochrome (red)
(*closest size available)

The total amount of this proposed change is \$3,250.

This upgrade from the coarse grid 35 mm LED unit to the newer technology, fine grid 19 mm LED unit will provide smoother, more readable lettering and more flexible graphics. Staff has reviewed the proposed change order and attended a product demonstration onsite, with both units, on June 28, 2007 and concurs with the recommended upgrade.

Total previously accepted bid	\$26,000
Total this change order	<u>\$ 3,250</u>
Total revised price	\$29,250

The revised price remains below the \$50,000 budgeted for this sign. Staff respectfully recommends that Council approved this change order to the agreement with Prairie Signs in the amount of \$3,250. Funding for this project will come out of X21110-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Gibson 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 #4 for Development of Holiday Pool

P.J. Hoerr has submitted a change order for six (6) modifications to their contract for the construction of Holiday Pool which total a credit of \$9,661.04.

1) An additional electrical circuit was necessary to operate the pool heater motor and the chemical feeder as one circuit. This addition was the result of a replacement heater that was necessary due to Illinois Department of Health regulations. This change was an additional \$1,425.

2) In review of the specifications the electrical contractor noticed that the load limits on the pool lights were rated at 30 amps but the controller specification called for 20 amp circuits. The contractor changed control, wire size, and a breaker to accommodate the necessary changes. This change was an additional \$1,539.

3) Due to construction overruns on the project, staff believed that parking blocks for all spaces other than those necessary by code could be eliminated. This change required the contractor to

issue a credit of \$2,520. Staff also requested an alternate base material for fill allowing for an additional credit of \$1,855.

4) In the design of the pool the expansion joint material which separates the pool and pool deck were inadvertently left out. To ensure longevity of the pool deck and allow for the freeze/thaw process the staff believed it in the best interest of the City to add this step back into the contract. This resulted in an addition of \$1,368.

5) As part of the contract the general contractor was responsible for the installation of a goose protection fence along the shoreline to protect the plant material while it is establishing itself to grow. This process is extremely important in the early spring and late fall. This fence allows the plant material adequate time to take root during these slow establishment periods and high goose feeding periods. Both the contractor and sub-contractors have had little experience installing this protection fence. The Parks Maintenance staff has done this process many times and believed that the \$9,265 credit that the contractor offered was a reasonable amount to install the fence in-house.

6) During the Illinois Department of Health Operation Inspection they required installation of fence gate latches in the tot pool area along with self closing hinges. After review of the plans, staff recommended that two (2) gate latches be added, and two (2) hinges credited thus resulting in a credit of \$353.04.

In summary, staff respectfully requests that Council approve change order #4 in the amount of a credit of \$9,661.04.

Respectfully,

Dean Kohn
Director Parks & Recreation

Tom Hamilton
City Manager

Motion by Alderman Hanson, seconded by Alderman Gibson 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: Disposition of 703 N. Mason Street

School District 87, its Area Vocational Center (AVC), and the Code Enforcement Division completed the construction of a single family residence located at 703 N. Mason Street in the summer of 2006. This location was the previous site of a single family dwelling, which was destroyed by fire. The previous homeowners donated the lot/structure to the City in lieu of demolition. Community Development Block Grant funds were expended to demolish the structure and subsequent redevelopment. The City began advertising the sale of the property in the Pantagraph in September, 2006, as well as providing notices to local nonprofit agencies who work with potential home buyers.

The house contains two (2) bedrooms and two (2) full baths. The house was constructed to meet Energy Star standards and is handicap accessible. The house was appraised at \$127,900.

The sale of this property is contingent on eligibility in receiving a first mortgage and Council approval. Council has approved two (2) previous offers in six (6) months however the homebuyers were unable to secure a first mortgage. Subsequently, the house has been re-advertised in the Pantagraph. Another offer to purchase has been received by Ms. Claressa Kirkwood, in the amount of \$110,000. Ms. Kirkwood has been pre-approved by our lending partner, National City Bank. Ms. Kirkwood is a first-time homebuyer.

Staff respectfully requests that Council approve the sale of 703 N. Mason Street to Ms. Claressa Kirkwood for the purchase price of \$110,000, and authorize staff to proceed with the closing. All proceeds from the sale of this dwelling will be returned as program income to Community Development and will be used for future CDBG funded activities. Funds will be deposited into budget line item #57110, Sale of Land.

Respectfully,

Mark R. Huber
Director of PACE

Tom Hamilton
City Manager

Seller: **City of Bloomington**

Buyer: **Claressa Kirkwood**

Social Security No. or FEIN

Social Security No. or FEIN

Address: **109 E. Olive Street**

Address:

City/State/Zip: **Bloomington, IL 61701**

City/State/Zip:

Attorney/Telephone/Fax: **Hannah Eisner**

Attorney/Telephone/Fax:

Street, P.O. Box: **109 E. Olive Street**

Street, P.O. Box:

City/State/Zip: **Bloomington, IL 61701**

City/State/Zip:

Selling Broker/Telephone

Listing Broker/Telephone

Agent/Telephone/Fax

Agent/Telephone/Fax

Current Mortgage Holder/Loan #/Address/Telephone

CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between the City of Bloomington, hereinafter referred to as Seller, and Claressa Kirkwood, hereinafter referred to as Buyer, who agree as follows:

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

Lot 2 in Luce's Subdivision of 100 feet off of the West end of Lots 6, 7 and 10 in Allin, Gridley and Prickett's Addition to the City of Bloomington, in McLean County, Illinois and the following property: One-half of the 10 foot wide east-west alley from the East Line of Mason Street to the East Line of Lot 6 extended northerly, in H.C. Luce's Subdivision and one-half of the 10 foot wide north-south alley from the South Line extended of Lot 2 to the North Line extended of Lot 1 in H.C. Luce's Subdivision.

with improvements, commonly known as 703 N. Mason located thereon, to Buyer, who agrees to pay \$110,000.00 therefor ~~in the manner following: \$ (inclusive of earnest money) upon the execution of this Contract:~~

~~_____ A. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 8;~~

~~_____ B. To be held in escrow until closing;~~

~~_____ C. To be delivered to Seller, receipt of which is hereby acknowledged;~~

~~and the remainder by cashier's check, certified funds or the equivalent on or before the 31st day of August, 2007, and on receipt of deed.~~

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

3 **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable) and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 31st day of August, 2007. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

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

5. **TAXES:** Seller shall pay all general real estate taxes assessed for 2006 and Buyer shall pay all such taxes for 2007 and subsequent years. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof

7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items which pass to Buyer for no additional consideration: None

8. ~~**FINANCING:** This Contract is subject to Buyer obtaining (check one of the following)~~

~~_____ Conventional _____ ARM _____ FIXED _____ VA _____ FHA _____ Other~~

~~financing in an amount equal to _____% of the purchase price, (check one of the following)~~

~~_____ amortized over _____ years, at an initial interest rate not to exceed _____% and points charged not in excess of _____. (or)~~

~~_____ at the prevailing loan interest rate and terms.~~

~~Buyer agrees to make a good faith effort to apply for said financing on or before the ____ day of _____, 2007. In the event Buyer is unable to obtain same and Buyer so notifies Seller in writing on or before the ____ day of _____, 2007, this Contract shall become null and void, and any downpayment paid or escrowed shall be refunded to Buyer.~~

9. **TERMITE PROVISION:** Not less than fourteen (14) days prior to closing, Seller shall furnish Buyer a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a recognized exterminator that based upon careful visual inspection of accessible areas there is no evidence of termite or other wood destroying insect infestation in the subject property, or evidence of any previous infestation. In the event the inspection reveals a current active infestation, then Seller shall bear the costs of extermination. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is damage to any structural members. In the event it is determined that structural damage exists, Buyer shall cause a copy of the written report of the inspection for structural damage to be delivered to Seller not less than seven (7) days prior to closing. Seller shall then have the option of correcting such structural damage, or rescinding the Contract and returning the downpayment to Buyer. Should Seller elect to rescind, Seller must give notice of such election to Buyer not less than five (5) days prior to closing. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as in" condition with respect to the reported structural damage. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission.

10. **EQUIPMENT & INSPECTIONS:**

- A. **EQUIPMENT:** To the best of Seller's knowledge, all mechanical equipment and appliances, being a part of the transfer of the real estate and its improvements, will be in working condition on the day of closing, unless otherwise stated in writing and agreed to by Buyer. However, Seller makes no warranty expressed or implied with respect to the mechanical equipment and appliances.
- B. **INITIAL INSPECTIONS:** At Buyer's expense, Buyer shall have the right to have the property inspected. Inspections may include but are not limited to: heating, cooling, electrical and plumbing systems, remaining appliances, roof foundation, well and septic systems, radon, and toxic or hazardous waste. Buyer shall submit results of inspections and Buyer's specific objections regarding defects to Seller in writing on or before the ____ day of _____, 2007. If defects are reported, then Seller shall have one of the following options, and shall give

written notice to Buyer or Buyer's attorney within seven (7) days of receiving Buyer's report:

- (1) Treat the condition and repair the defect at Seller's own cost and expense;
- (2) Give Buyer a credit for the cost of the repair at settlement;
- (3) Rescind the Contract and return the downpayment to Buyer.

Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as is" condition, with respect to the reported defects. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice to rescind.

C. RADON TESTING: If Buyer tests for radon pursuant to the provisions of Paragraph 10.B and said test indicates radon levels equal to or in excess of 4.0 picocuries per liter such radon levels shall be considered a defect. Buyer shall submit objections and results of inspections to Seller in writing within the time set forth in Paragraph 10.B. Upon receipt of Buyer's objections, Seller shall have one of the following options, and shall give written notice to Buyer or Buyer's attorney within seven (7) days of receiving Buyer's report:

- (1) Provide for radon mitigation at Seller's expense. The mitigator must have the EPA RCP designation. Upon completion of mitigation, Seller shall pay for retesting by a qualified tester using the same criteria as the original test. Seller shall provide Buyer with a description of mitigation procedures, specifications and warranty, as well as a copy of the post-mitigation test results;
- (2) Rescind the Contract and return the downpayment to Buyer. Should Seller elect to rescind, Buyer shall have the right to consummate the purchase transaction, taking the property with whatever radon levels exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission.

~~D. WELL/SEPTIC TESTING: If Buyer has the water well and/or private waste disposal system inspected pursuant to the provisions of Paragraph 10.B, and said inspection(s) reveal insufficient water service or that the water well is contaminated in excess of County ordinances or Board of Health regulations or it appears that the private waste disposal system is not operating properly, such condition shall be considered a defect. Buyer shall submit objections and results of inspections to Seller in writing within the time set forth in Paragraph 10.B. Upon receipt of Buyer's objections, Seller shall have one of the following options, and shall give written notice to Buyer or Buyer's attorney within seven (7) days of receiving Buyer's report:~~

~~(1) — Treat the condition and correct the defeat at Seller's own expense;~~

~~(2) — Rescind the Contract and return the downpayment to Buyer. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property with whatever well or private waste disposal problems exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission.~~

E. TOXIC OR HAZARDOUS WASTE: Seller is unaware of any toxic or hazardous waster materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and futher represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as stated in the Residential Real Property Disclosure Report.

F. FINAL INSPECTION: Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date Buyer last inspected the property prior to the execution of this Contract, ordinary wear and tear excepted.

11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS:

A. Buyer acknowledges receipt of a federal lead information pamphlet required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

B. Check one of the following sub-sections, 1, 2, or 3:

X 1. The premises subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead- based hazards is required.

___ 2. The premises to this Contract were built before 1978, but Buyer has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based hazards.

___ 3. This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Buyer's expense until 5:00 p.m. on the tenth calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless Buyer delivers to Seller a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within two days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the time of final settlement of this Contract. If Seller will correct the condition(s), Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the date of final settlement. If Seller does not elect to make the repairs or remediation, or if Seller

makes a counter-offer, Buyer shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based hazards exist, otherwise, this Contract shall become null and void and Seller shall return the downpayment to Buyer. Buyer may remove this contingency at any time without cause. (See the Disclosure Statement attached hereto and make a part hereof by this reference.)

12. SELLER'S WARRANTIES. Seller hereby provides the following warranties:

- A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
- B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and mechanical systems built into the premises are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;
- C. Additional Warranties:

13. ADDITIONAL PROVISIONS:

- A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
- E. Time is of the essence of this Contract;
- F. *Subject to approval of the City Council.*

~~14. ESCROWEE The parties agree that _____ is hereby designated as Escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. The Escrow conditions are as follows:~~

~~A. Escrowee shall in escrow the downpayment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction;~~

~~B. Additional conditions;~~

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

16. **PREPARATION AND APPROVAL:** This Contract was prepared by Hannah Eisner, Seller's attorney, and approved by _____, _____ attorney.

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

18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. Seq.) ~~Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report prior to the time the Contract was signed and said report is incorporated herein by reference.~~

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

20. **LIQUIDATED DAMAGES:** If Buyer defaults, Seller may elect (a) to retain the downpayment (including earnest money) as full compensation for all loss (in which event the earnest money will be treated as liquidated damages), or (b) to pursue any available remedy.

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

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1998 with the exception of language contained in the following paragraphs: 18.

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

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

SELLER

BUYER

Stephen F. Stockton 08/03/07

Tracey Covert 08/03/07

Motion by Alderman Hanson, seconded by Alderman Gibson that the sale of 703 N. Mason St. to Ms. Claressa Kirkwood in the amount of \$110,000 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: Acquisition of Right of Way for Six Points Road and Mitsubishi Motor Way from Hall Farms Trust

The City is obligated under an Annexation Agreement with Charles Palmer to construct a portion of Mitsubishi Motor Way from Six Points Road south along the eastern edge of the Heartland Hills subdivision a distance of approximately one half mile by November 1, 2008. This section of road will provide access to part of Palmer's property that is now land locked and open it to development. The west half of the Mitsubishi Motor Way and the south half of Six Points Road necessary for the intersection are dedicated to the City as part of the Heartland Hills Subdivision. The City needs to acquire the east half of Mitsubishi Motor Way and the north half of Six Points Road for the intersection from the adjacent property owner, Hall Farms Trust.

The City needs 9.5 acres of right of way plus an additional .3 acres for a permanent easement and .877 acres for a temporary easement from Hall Farms. Hall Farms has agreed to convey the property and easements in exchange for a waiver of certain development fees. There will be no cash consideration.

The property the City needs to acquire is subject to an Annexation Agreement the City entered into with Hall Farms and the developer of the Heartland Hills subdivision in 1996. That Annexation Agreement obligated Hall Farms to dedicate right of way for the south side of Six Points Road and in exchange it capped the amount of the fee Hall Farms would be required to

pay for the road improvement and extension of a water main at a maximum of \$100 per lineal foot. The fee is due on the filing of final plats for the property. The Annexation Agreement contains no requirement for the dedication of right of way for the north half of Six Points Road or Mitsubishi Motor Way from Hall Farms. Nor, does it give Hall Farms any concessions on payment of road fees for Mitsubishi Motor Way.

Hall Farms has filed one (1) final plat for a one (1) lot subdivision of the property subject to the Annexation Agreement to date. The lot has 280 feet of frontage along Six Points Road. There is an area east that is used in conjunction with the lot, although it has not been final platted. This area has 646.77 lineal feet of frontage along Six Points Road and it also lies in the flood plain for Sugar Creek. Hall Farms has requested that the City waive the tap on fee for the platted lot and the undeveloped area to the east, for a total of 927.77 lineal feet as part of the consideration for conveying the road right of way with the condition that the fees must be paid if the property is further subdivided in the future. Hall Farms has asked for a waiver of all fees for Mitsubishi Motor Way as additional consideration for making the conveyance.

Staff believes this is a fair exchange and respectfully recommends Council approval.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Seller: **Heartland Bank as Trustee of
Hall Farms Trust dated 7-1-82**

Buyer: **City of Bloomington**

370-67-9719
Social Security No. or FEIN

Social Security No. or FEIN

Address: **205 N Main St., Ste 101**

Address: **109 E. Olive St.**

City/State/Zip: **Bloomington, IL 61701**

City/State/Zip: **Bloomington, IL 61701**

Attorney/Telephone/Fax: **William Wetzel**

Attorney/Telephone/Fax: **Hannah Eisner**

Street, P.O. Box: **115 W. Jefferson**

Street, P.O. Box: **109 E. Olive St.**

City/State/Zip: **Bloomington, IL 61701**

City/State/Zip: **Bloomington, IL 61701**

Selling Broker/Telephone

Listing Broker/Telephone

Agent/Telephone/Fax

Agent/Telephone/Fax

Current Mortgage Holder/Loan #/Address/Telephone

CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between Heartland Bank as Trustee of Hall Farms Trust dated July 1, 1982, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

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

Six Points Road Right of Way: A part of the Southeast Quarter of Section 11 and part of the Southwest Quarter of Section 12, all in Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows: Beginning at the Southwest corner of Section 12, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois; thence South $89^{\circ}-02'-06''$ West, along the South line of said Section 11, 659.24 feet to the Southwest corner of the East Half of the East Half of the Southeast Quarter of said Section 11; thence North $00^{\circ}-30'-17''$ West along said west line, 55.00 feet to the proposed Northerly right of way line of Six Points Road; thence North $89^{\circ}-02'-06''$ East along a line parallel to the South line Section 11; 659.24 feet; thence South $88^{\circ}-40'-46''$ East, along said proposed right of way line, 928.55 feet; thence South $01^{\circ}-19'-14''$ West, 55.00 feet to the South line of Section 12, thence North $88^{\circ}-40'-46''$ West, along the South line of said Section 12, 926.80 feet to the Point of Beginning, containing 2.003 acres, more or less all situated in Mclean County, Illinois.

Mitsubishi Motor Way Right of Way Parcel I: A part of Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows: Beginning at the Southwest Corner of the Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois; thence North $00^{\circ}-30'-17''$ West, along the West line of said Northwest Quarter of Section 13, 2,574.26 feet to the existing south right of way line of Six Points Road; thence South $88^{\circ}-40'-46''$ East, along said existing south right of way line of Six Points Road, 45.02 feet to the proposed east right of way line of Mitsubishi Motorway; thence South $45^{\circ}-24'-29''$ West, along said proposed east right of way line, 27.84 feet; thence South $00^{\circ}-30'-17''$ East, along said proposed east right of way line, 2554.86 feet to the South line of said Northwest Quarter of Section 13; thence North $87^{\circ}-17'-48''$ West, along said South line, 25.04 feet to the Point of Beginning, containing 64,559 square feet (1.482 acres), more or less, all situated in McLean County, Illinois.

Mitsubishi Motor Way Right of Way Parcel II: A part of the Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois; thence South $00^{\circ}-30'-17''$ East, along the west line of said Northwest Quarter of Section 13, 43.02 feet to a point of the existing south right of way line of Six Points Road, said point being the true point of beginning; thence South $88^{\circ}-40'-46''$ East, along said

existing south right of way line of Six Points Road, 1,257.52 feet, thence North 89°-33'-41" West, along the proposed south right of way line of Six Points Road, 974.38 feet; thence North 88°-40'-58" West, along said proposed south right of way line, 36.28 feet; thence South 78°-17'-49" East, along said proposed south right of way line, 123.73 feet to the proposed east right of way line of Mitsubishi Motorway; thence South 00°-30'-17" East, along said proposed east right of way line, 2,067.88 feet to a point of curvature; thence south, along said proposed east right of way line, a curve to the right, convex to the east with a radius of 1,568.90 feet, a distance of 469.57 feet to the south line of said Northwest Quarter of Section 13; thence North 87°-17'-48" West, along said South line of the Northwest Quarter of Section 13, 55.24 feet to the Southwest corner of said Northwest Quarter of Section 13; thence North 00°-30'-17" West, along said west line of the Northwest Quarter of Section 13, 2,574.26 feet to the Point of Beginning, containing 322,541 square feet (7.405 acres), more or less, all situated in McLean County, Illinois.

Permanent Easement: A part of Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows; Commencing at the Northwest corner of the Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois; thence South 00°-30'-17" East, along the west line of said Northwest Quarter of Section 13, 43.02 feet to the existing south right of way line of Six Points Road; thence South 88°-40'-46" East, along said existing south right of way line of Six Points Road, 45.02 feet to the true point of beginning; thence continuing South 88°-40'-46" East, along said south right of way line of Six Points Road, 663.19 feet; thence South 01°-19'-14" East, 8.45 feet; thence North 89°-33'-41" West, 425.00 feet; thence North 88°-40'-58" West, 36.28 feet; thence South 78°-17'-49" West, 123.73 feet; thence South 00°-30'-17" East, along a line 125.00 feet normal distance east of and parallel to the west line of said Northwest Quarter of Section 13, thence South 89°-29'-43" West, 25.00 feet; thence North 00°-30'-17" West, along a line 100.00 feet normal distance east of and parallel to said west line of the Northwest Quarter of Section 13, 66.49 feet; thence North 88°-40'-46" West, along a line 70.00 feet normal distance south of and parallel to the north line of said Northwest Quarter of Section 13, 75.04 feet to the proposed east right of way line of Mitsubishi Motorway; thence North 00°-30'-17" West, along said proposed east right of way line, 7.00 feet; thence North 45°-24'-29" East, along said proposed east right of way line, 27.84 feet to the Point of Beginning, containing 13,204 square feet (0.303 acres), more or less all situated in McLean County, Illinois.

Temporary Construction Easement: A part of the Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois; thence South 87°-17'-48" East, along the south line of said Northwest Quarter of Section 13, 25.04 feet to the true point of beginning; thence North 00°-30'-17" West, along the proposed east right of way line of Mitsubishi Motorway, 2,547.86 feet; thence South 88°-40'-46" East, along a line 70.00 feet normal distance south of and parallel to the north line of said Northwest Quarter of Section 13, 15.01 feet; thence South 00°-30'-17" East, 2,548.18 feet to said south line of the Northwest Quarter of Section 13; thence North 87°-17'-48" West, along said south line, 15.02 feet to the Point of Beginning, containing 38,221 square feet (0.877 acres), more or less, all situated in McLean County, Illinois.

~~with improvements, commonly known as _____ located thereon, to Buyer, who agrees to waive payment of fees for 926.77 lineal feet of Six Points Road and all of Mitsubishi Motor Way as more particularly described in paragraphs 13(F) and 13(G) as consideration for the conveyance. Pay \$ therefore in the manner following: \$ (inclusive of earnest money) upon the execution of this Contract:~~

~~_____ A. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 8;~~

~~_____ B. To be held in escrow until closing;~~

~~_____ C. To be delivered to Seller, receipt of which is hereby acknowledged;~~

~~and the remainder by cashier's check, certified funds or the equivalent on or before the 1st day of August, 2007, and on receipt of deed.~~

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

3 DEED, GRANT OF EASEMENT AND POSSESSION:

A. Seller will cause fee simple title to the Six Points Right of Way and the Mitsubishi Motor Way Parcel 1 to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), execute a Grant of Easement and a Temporary Construction Easement in the forms attached hereto as Exhibits A and B and shall deliver possession to Buyer ~~upon payment being made as herein provided~~, on or before the 1st day of August, 2007. ~~Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.~~

B. Seller will cause fee simple title to the Mitsubishi Motor Way Parcel II to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable) upon Buyer's request, with the understanding that Buyer needs the property to for future widening of Mitsubishi Motor Way and that Buyer will not request Seller to convey the property until it initiates the design and plan review process for the road. Seller agrees to execute a memorandum of this agreement for recording to show Buyer's interest in this property.

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

5. **TAXES:** Seller shall pay all general real estate taxes assessed for 2006 and Buyer shall pay all such taxes for 2007 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

A. Mortgages, if any, on the right of way parcel shall be ~~satisfied out of purchase price and released within 90 days of the date~~ when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** (Deleted)

8. **FINANCING:** (Deleted)

9. **TERMITE PROVISION:** (Deleted)

10. **EQUIPMENT & INSPECTIONS:**

A. **EQUIPMENT:** (Deleted)

B. **INITIAL INSPECTIONS:** (Deleted)

C. **RADON TESTING:** (Deleted)

D. **WELL/SEPTIC TESTING:** (Deleted)

E. **TOXIC OR HAZARDOUS WASTE:** Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as stated in the Residential Real Property Disclosure Report.

F. **FINAL INSPECTION:** (Deleted)

11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)

12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:

- A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act.

13. ADDITIONAL PROVISIONS:

- A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
- E. Time is of the essence of this Contract;
- F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract;*
- G. *The waiver of fees for Six Points is for road improvements and water main as provided in paragraph 9 of an Annexation Agreement previously entered into between Buyer and Seller dated December 11, 1995 and recorded in the McLean County Recorder's Office on February 1, 1996 as Document Number 96-2733. The waiver is being given specifically for the 280 feet of frontage along Lot 1 Brookside Farms Subdivision and for 646.77 feet of frontage along currently unsubdivided property directly east of Lot 1. The parties agree that the waiver of fees shall survive the expiration of the aforescribed Annexation Agreement;*
- H. *Seller shall not be required to pay any part of the cost of improving Mitsubishi Motor Way. Seller shall have a minimum of two entrances to Mitsubishi Motor Way from Seller's adjacent property, the location of which shall be subject to approval of the City of Bloomington engineering Department and further, provided that there shall be no entrance within 1000 feet of the intersection of Mitsubishi Motor Way and Six Points Road. The location of any entrances shall*

further be restricted to locations directly across from and aligned with existing or approved entrances on the west side of the road, if any. Buyer will review plans for the development of Seller's property and property west of the road adjacent to Seller's property to insure that entrances will be placed in locations that will provide access to the property on the opposite side of the road.

14. **ESCROWEE** (Deleted)

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

16. **PREPARATION AND APPROVAL:** This Contract was prepared by Hannah Eisner, Seller's attorney, and approved by _____, _____ attorney.

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

18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

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

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

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

22. **FORM OF AGREEMENT:** This Contract ~~does not conform~~ *conforms in all respects with* the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 ~~with the exception of language contained in the following paragraphs:~~

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

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

SELLER

Heartland Bank as Trustee of
Hall Farms Trust dated 7-1-82
Dated: 09/14/07

Dated:

Dated:

BUYER

City of Bloomington, a Municipal
Corporation

Stephen F. Stockton
09/19/07

Tracey Covert
09/19/07

Motion by Alderman Hanson, seconded by Alderman Gibson that the Contract for the Purchase of Real Estate between Hall Farms Trust and the City for right of way for Six Points Road and Mitsubishi Motor Way be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Application of OSF St. Joseph Medical Center Foundation, for a Limited Alcoholic License, Class LB, which will allow the selling and serving of beer and wine by the glass for consumption on the premise

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of OSF St. Joseph Medical Center Foundation for a Limited Alcoholic Limited License, Class LB, which will allow the selling and serving of beer and wine by the glass for consumption on the premise. Present at the hearing were Liquor Commissioner Steven Stockton, Hannah Eisner, Asst. Corporation Counsel and Tracey Covert, City Clerk; and Patricia O'Dell, Foundation Executive Director and Applicant representative.

Commissioner Stockton questioned the purpose of this application. Patricia O'Dell, Foundation Executive Director and Applicant representative, began by informing the Commissioner that this application was for a fund raiser for the OSF St. Joseph Medical Center Foundation to be held at the Eastland Medical Plaza I Atrium on Friday, August 27, 2007 from 6:00 to 8:30 p.m. This request was for a Limited License for a nonprofit corporation.

This would be the eleventh or twelfth World Tour, A Sampling of International Beer, Wine and Food. She noted that taster cups would be used to serve the beer and wine. Commissioner Stockton questioned who would act as servers. Mrs. O'Dell noted that OSF would be working with A. Renee, located at 306 N. Center St. (wine service) and Specialty Imports, Peoria (beer service). Last year, OSF worked with Famous Liquors, located at 1404 E. Empire St. Hannah Eisner, Asst. Corporation Counsel, cautioned that A. Renee and Specialty Imports cannot accept orders at the event. Acceptance of same would be the point of sale. A. Renee and Specialty Imports may act as the event's caterers/distributors. Mrs. O'Dell expressed her understanding of same and would share this information with A. Renee and Specialty Imports.

Mrs. O'Dell noted that this year would mark this event's tenth or eleventh anniversary. The event was originally held at Central Station. This will be the eighth year for it to be held on the OSF campus. There also were corporate sponsors for this event.

Mrs. O'Dell estimated the event attendance at 200. The event recognized OSF/St. Joseph's donor base. Commissioner Stockton noted that he had attended the event in the past. Dollars raised from this year's event will be used to renovate patient rooms on the second and third floor. These rooms will be changed from double to single rooms. The project was scheduled for two (2) years. This would be the second year.

Commissioner Stockton informed the Applicant that the license fee would be waived as in the past.

Commissioner Stockton recommended that an LB liquor license be created for OSF St. Joseph Medical Center Foundation for a fund raiser to be held on August 27, 2007 from 6:00 - 8:30 p.m. at Eastland Medical Plaza I, Atrium, 1505 Eastland Dr.

Based on the above, the Liquor Commission recommends to the City Council that a LB liquor license for OSF St. Joseph Medical Center Foundation, for a fundraiser to be held on August 27, 2007 from 6:00 – 8:30 p.m. at Eastland Medical Plaza I, Atrium be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Hanson, seconded by Alderman Gibson that a LB liquor license for OSF St. Joseph Medical Center Foundation for a fundraiser to be held on August 27, 2007 from 6:00 – 8:30 p.m. at Eastland Medical Plaza I, Atrium be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol in Ewing Park I for the ISU Alumni Night on July 14, 2007

Illinois State University Alumni Association has requested to use the grounds in Ewing Park I on Saturday, July 14, 2007 for the ISU Alumni Night at the Shakespeare Festival in the Ewing Cultural Center. This is an annual event offering special discounted tickets and dinner hosted by President & Mrs. Al Bowman.

The event begins at 5:30 p.m. under a tent with a buffet meal and cash bar and will end at 7:00 p.m. The evening's events will then shift back to the Ewing Cultural Center grounds for the preliminary acts followed by the performance at 8:00 p.m. This is a one time request due to the construction project currently underway on the grounds of the Ewing Cultural Center.

Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code prohibit the possession of open containers of alcohol on public property and the sale and possession of alcohol in the parks respectively. These ordinances need to be suspended temporarily to allow alcohol to be sold, served and consumed at this event. Staff respectfully requests that Council approve the suspension and the Ordinance be passed.

Respectfully,

John Kennedy
Assistant Director - Parks and Recreation

Tom Hamilton
City Manager

ORDINANCE NO. 2007 - 61

**AN ORDINANCE SUSPENDING PORTIONS OF
SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6
OF THE BLOOMINGTON CITY CODE DURING ISU ALUMNI NIGHT
AT THE EWING PARK I**

WHEREAS, ISU Alumni Night will have a dinner at the Ewing Park I from 5:30 p.m. to 7:00 p.m. on July 14, 2007; and

WHEREAS, ISU Alumni Night has requested permission from the City to have a cash bar during dinner; and

WHEREAS, in order to legally possess alcohol in Ewing Park I, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of ISU Alumni Night dinner in Ewing Park I on July 14, 2007, but only for persons attending said event.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

Passed this 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Gibson expressed his concern regarding the two (2) previous items. He expressed his opposition to each request. He believed that the OSF fund raiser was inconsistent with the City's intentions regarding liquor. He was also opposed to an Illinois State University Alumni event being held in a City park with liquor being served. Mayor Stockton noted that it had become the norm to serve liquor at fund raising events. He added his opinion that the City would be seeing more requests for same. Alderman Gibson stated his intention to remove such requests from the Consent Agenda.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition from Park II, LLC Requesting Approval of a Final Plat for Tipton Trails Subdivision Ninth Addition

A petition has been received from Park II, LLC requesting Council approval of a Final Plat for Tipton Trails Subdivision Ninth Addition. This subdivision is located south of College Avenue, west of Airport Road, north of G. E. Road and east of Hedgewood Subdivision. The Final Plat is in conformance with the Preliminary Plan approved on April 24, 2000. There are various fees due from this subdivision prior to recording the final plat.

Staff recommends that Council approve the Petition and adopt an ordinance approving the Final Plat for the Tipton Trails Subdivision Ninth Addition, subject to the Petitioner posting the necessary performance bond and paying the 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 Park II, 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 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 Tipton Trails Subdivision Ninth Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;
3. That the Final Plat substantially conforms to the Preliminary Plan of said Subdivision heretofore approved by the City Council;
4. That your Petitioner hereby dedicates to the public all public rights of way and easements shown on said Final Plat.

Respectfully submitted,

PARK II, L.L.C., an Illinois
limited liability company

By: Hundman Management, L.L.C.
Manager

By: Laurence F. Hundman
Chairman

ORDINANCE NO. 2007 - 62

AN ORDINANCE APPROVING THE FINAL PLAT OF TIPTON TRAILS SUBDIVISION, 9th ADDITION

WHEREAS, there was heretofore filed with the City Clerk of City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Tipton Trails Subdivision Ninth Addition, 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 Tipton Trails Subdivision Ninth Addition 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 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

A part of the SE ¼ of Section 25 Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Lot 326 in Tipton Trails Subdivision Fifth Addition; thence S.89°-30'-32"W. 120.00 feet to the northwest corner of said Lot 326, said point lying on the east right of way line of Sinclair Court; thence N.00°-29'-28"W. 40.00 feet on said east right of way line; thence S.89°-30'-32"W. 60.00 feet to the west right of way line of said Sinclair Court; thence S.00°-29'-28"E. 10.00 feet on said west right of way line to the north right of way line of Ebo Lane; thence S.89°-30'-32"W. 120.00 feet on said north right of way line to the southeast

corner of Lot 301 in said Tipton Trails Subdivision Fifth Addition; thence N.00°-29'-28"W. 420.26 feet to the northeast corner of Lot 298 in said Tipton Trails Subdivision Fifth Addition; thence S.89°-38'-00"W. 346.31 feet to the southeast corner of Lot 293 in said Tipton Trails Subdivision Fifth Addition; thence N.00°-22'-00"W. 308.53 feet to the northeast corner of Lot 291 in said Tipton Trails Subdivision Fifth Addition; thence S.89°-38'-00"W. 120.00 feet to the northwest corner of said Lot 291, said point lying on the east right of way line of Stone Mountain Boulevard; thence N.00°-22'-00"W. 120.00 feet on said east right of way line to the south right of way line of DeGarmo Drive; thence N.89°-38'-00"E 23.14 feet on said south right of way line; thence N.00°-22'-00"W. 60.00 feet to the north right of way line of said DeGarmo Drive, said point lying on the north line of Tipton Trails Subdivision Fifth Addition; thence S.89°-38'-00"W. 13.14 feet on said north line to the east right of way line of Stone Mountain Boulevard; thence N.00°-24'-46"E. 120.01 feet on said east right of way line; thence N.89°-38'-00"E. 453.36 feet parallel with the north line of Tipton Trails Subdivision Fifth Addition; thence N.00°-29'-28"W. 259.59 feet parallel with the east line of the SE ¼ of Section 25. thence N.44°-34'-16"E. 105.95 feet; thence N.89°-38'-00"E. 150.00 feet parallel with the north line Tipton Trails Subdivision Fifth Addition; thence S.45°-25'-44"E. 106.18 feet; thence S.00°-29'-28"E. 1317.73 feet parallel with the east line of the SE ¼ of Section 25 to the Point of Beginning containing 14.92 acres, more or less, with assumed bearings given for description purposes only.

Motion by Alderman Hanson, seconded by Alderman Gibson 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: Approval of Final Plat of C. D. Commons Subdivision

The City owns five (5) adjoining lots on the corner of Monroe Street and Morris Avenue. The properties were purchased with the intent to demolish all of the houses and redevelop the resulting larger lot with a duplex for use as transitional housing. The duplex was constructed as planned, but the underlying lots were never resubdivided to create new lot lines conforming to the new improvements. This was not required by the code and it was not a problem as long as the City owned the property. However, Council recently approved the sale of the duplex to a

private party. The bank financing the purchase has indicated that the property must be resubdivided to place the improvements on a single lot to meet their underwriting standards.

The petition requests a waiver of preliminary plan as allowed by Chapter 24 Section 3.5.6. No other waivers are requested. Staff respectfully requests that Council approve the final plat and the Ordinance be passed.

Respectfully,

Hannah R. Eisner
Deputy Corporation Council

Tom Hamilton
City Manager

**PETITION FOR APPROVAL OF FINAL PLAT
WITH WAIVER OF PRELIMINARY PLAN**

State of Illinois)
)ss.
County of McLean)

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

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

1. That your Petitioner is the owner of the freehold or lesser 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 C.D. Commons 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, as amended: 3.5.6 Waiver of Preliminary Plan;
4. That your Petitioner hereby dedicates to the public, all public right-of-way and easements shown on said Final Plat.

WHEREFORE, your Petitioner prays that the Final Plat for the C D Commons Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Stephen F. Stockton
Mayor

ORDINANCE NO. 2007 - 63
AN ORDINANCE APPROVING THE FINAL PLAT
OF THE C.D. COMMONS 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 C.D. Commons 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: Section 3.5.6 Wavier of Preliminary Plan; 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 except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision and Planned Unit Development Code, Chapter 24 of the Bloomington City Code - 1960, as amended.

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

1. That the Final plat of the CD. Commons 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 MI force and effective as of the time of its passage and approval.

Passed this 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Parts of Lots 12 and 13 in Block 23 in Western Addition to the City of Bloomington and part of Lots 1, 2, 3, 4 and 5 in T.J. Cox's Subdivision of Lots 10 and 11 in Block 23 in Western Addition to the City of Bloomington, all in the Northeast Quarter of Section 5, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 3 in T.J. Cox's Subdivision of Lots 10 and 11 in Block 23 in Western Addition to the City of Bloomington; thence Northerly 86.73 feet to the northwest corner of said Lot 3; thence Northeasterly 79.53 feet to a point on the north line of Lot 1 in said T.J. Cox's Subdivision of Lots 10 and 11 in Block 23 in Western Addition lying 38.40 feet east of the northwest corner of said Lot 1; thence Easterly 161.60 feet on the north line of said Lot 1 and the north line of Lots 12 and 13 in Block 23 in Western Addition to the northeast corner of said Lot 13; thence Southerly 33.00 feet on the east lie of said Lot 13 to the south line of the North 33 feet of said Lots 12 and 13; thence Westerly 100.00 feet parallel with the north line of said Lots 12 and 13 to the west line of said Lot 12; thence Southerly 123.71 feet to the southwest corner of said Lot 12, said point also being the southeast corner of Lot 5 in T.J. Cox's Subdivision of Lots 10 and 11 in Block 23 in Western Addition; thence Westerly 100.00 feet to the Point of Beginning containing 17,626.76 square feet/0.40 acre, more or less, with assumed bearings given for description purposes only.

Alderman Stearns questioned if this subdivision was for transitional housing. Tom Hamilton, City Manager, addressed the Council. The plan called for a two (2) unit building. The land would be divided into two (2) lots. The vacant lot would be left for development. The petitioner was trying to address community needs. The focus for a purchaser was on affordable housing. The goal was to make this neighborhood less dense. Five (5) lots would be reduced to two (2) lots. The petitioner had worked with the neighborhood association.

Motion by Alderman Hanson, seconded by Alderman Gibson 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 filed by Harold L. Hoefler, as Trustee of Wingover Land Trust, requesting the Rezoning from R-3B, High Density Multiple Family Residence District to B-1, Highway Business District of approximately 2.26 acres of vacant land located in Lot 262 of Airport Park Subdivision, 6th Addition, west of Haeffele Way and north of land on the north side of Gerig Drive (Ward 9) (Case Z-13-07)

BACKGROUND INFORMATION:

Adjacent Zoning

north - R-3B, Multiple Family Residence District
south - B-1, Highway Business District
east - R-3B, Multiple Family Residence District
west - B-1, Highway Business District

Adjacent Land Uses

north - multiple family dwellings
south - vacant
east - vacant
west - vacant

Comprehensive Plan: recommends “Regional/Highway Commercial use” use for this property.

This tract of vacant land is the southwestern 2.26 acres of the 4.67 acre Lot 262 in the Airport Park Subdivision, 6th Addition. The petitioner is planning to sell this 2.26 acre tract to the owner of the adjacent vacant land located to the south that is presently zoned B-1 Highway Business District. If this petition is approved, this tract and such adjacent land to the south could then be developed as the site of a new commercial use that is allowed in the B-1 zoning district.

The Engineering Department has expressed its concern over sewer capacity for this parcel. The developer of this site may have to provide an analysis of the sanitary sewer capacity available in the downstream sewers.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, June 27, 2007. Mr. Larry Hundman, 1 Raspberry Road, presented testimony in favor of this petition at this hearing. He testified that he has a contract to purchase the property in question from the petitioner and that such property and the adjacent land to the south are to be developed together for a commercial use that is permitted in the B-1 Highway Business District. He testified that Lewis, Yockey & Brown, Inc., his engineering consultant, has evaluated the sanitary sewer capacity issue and concluded that the intended commercial use will have less impact on the sewer capacity than the uses allowed in the R-3B zoning district. No testimony was presented at this public hearing in opposition to this petition.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 6 to 0 recommending Council approval of this petition in Case Z-13-07 as presented.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends Council approval.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
)ss.
County of McLean)

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

Now comes HAROLD L. HOEFERLE, AS TRUSTEE OF THE WINGOVER LAND TRUST, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R-3B High Density Multiple Family Residential District under the provisions of Chapter 44 of the Bloomington City Code - 1960, as amended;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your Petitioner hereby requests that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B-1 Highway Business District zoning district classification;

5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and

6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your Petitioner by the present zoning of said premises.

WHEREFORE, your Petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R-3B High Density Multiple Family Residential District to B-1 Highway Business District.

Respectfully submitted,

Harold L. Hoefler
Trustee of the Wingover
Land Trust

ORDINANCE NO. 2007 – 64

**AN ORDINANCE REZONING LOT 262 AIRPORT PARK SUBDIVISION 6th
ADDITION CITY OF BLOOMINGTON McLEAN COUNTY, ILLINOIS
FROM: R - 3B HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT
TO: B - 1 HIGHWAY BUSINESS DISTRICT**

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

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

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

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

1. That the premises hereinafter described in Exhibit A shall be and the same are hereby rezoned from R-3B High Density Multiple Family Residential District to B-1 Highway Business District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

Passed this 9th day of July, 2007.

Approved this 10th day of July, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of Lot 262 in Airport Park Subdivision 6th Addition, according to the Plat thereof recorded as Document No. 2003-00042269, being a part of the SW ¼ and a part of the SE ¼ in Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 262 in Airport Park Subdivision 6th Addition; thence N 00°-28'-08"W 168.19 feet on the west line of said Lot 262; thence S 88°-37'-35"E 588.93 feet parallel with the south line of said Lot 262; thence S 01°-22'-25"W 168.10 feet to the south line of said Lot 262; thence N 88°-37'-35"W 583.52 feet to the Point of Beginning, containing 98,544.33 square feet/2.26 acres, more or less, with assumed bearings given for description purposes only.

Motion by Alderman Hanson, seconded by Alderman Gibson that the Rezoning be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Accept Proposal Submitted by Farnsworth Group for Design of Foundation for Fire Department Training Simulator

Staff respectfully requests that Council accept a proposal to design the foundation for a Fire Department training simulator submitted by Farnsworth Group with a cost for engineering service not to exceed \$7,000.

Staff interviewed three (3) firms and solicited preliminary proposals to design the foundation for a proposed training simulator to be constructed behind #2 Fire Station located at 1701 Hamilton Road. After reviewing the proposals with the assistance of the City Engineer, staff finds the proposal submitted by Farnsworth Group to be the most comprehensive and cost effective.

Staff recommends proceeding with foundation design at this time so that construction may be completed during the summer of 2008. In addition, staff has secured a commitment from the Bloomington Fire Department Foreign Fire Tax Board to provide \$175,000 in funding which is approximately 50% of the estimated project cost. As a result of proceeding with the foundation

design, the City will receive the first of seven \$25,000 annual payments from the Foreign Fire Tax Board. Payment for this work will be made from account # X40100-72520 Capital Improvements - Buildings.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Alderman Finnegan requested an explanation of this item. Keith Ranney, Fire Chief, addressed the Council. He described it as a burn facility. The Fire Academy, (FA), in Champaign had one. He identified specific needs within the Fire Department and how the facility would be used. Fire crews would be able to train together in their work groups. The building would provide smoke and fire training which would include room to room searches. The facility would be a four (4) story tower. It would be reusable. Training could be offered in the evenings and on weekends. Fire suppression staff would be better prepared. The City had the property. The Foreign Fire Tax Board, (FFTB), has offered financial support. This Board had pledged \$25,000 per year for the next seven (7) years. The building's cost was estimated at \$400,000.

Alderman Hanson noted the cost savings. He questioned the pay back. Chief Ranney noted that the FA charged \$1,200 per individual. He expressed his opinion that the City would provide better training. This facility would be used more often than the department's current training schedule.

Alderman Stearns questioned if other cities has this type of facility. Chief Ranney cited Peoria, Springfield and Elgin. He added that there were a number of them located in the Chicago area. Alderman Stearns questioned if the Town of Normal would be allowed to use this facility. Chief Ranney noted that the City's first concern would be to safeguard the integrity of the building. This facility would not be used as a revenue source. The City would charge a fee to cover the cost of using the facility.

Alderman Stearns questioned if all of the equipment being purchased would be used at the new fire stations. Chief Ranney responded affirmatively. He added that these two (2) fire stations would be deployed at opposite sides of the City.

Alderman Sage requested a more formal return on the City's investment. He wanted an estimate of the return on investment.

Alderman Fruin noted that tonight's commitment was for \$7,000 for design services. Chief Ranney noted that the Fire Department hoped to move forward with the construction of this facility in the next fiscal year. He noted that the figures presented this evening were speculative. If this item were laid over until the Council's July 23, 2007 meeting, he would have time to provide more detailed numbers regarding training costs.

Alderman Fruin questioned the payment schedule for the FFTB. He noted that funds were committed for the next seven (7) years. He questioned if any dollars would be up fronted to the City. Chief Ranney noted that this Board had annual receipts of \$50 – 70,000. It has other projects/needs. The FFTB had committed almost half of its annual receipts for the next seven (7) years to this worthwhile project.

Alderman Fruin questioned if this cost could be shared with Normal or other fire departments/disaster agencies. He expressed his belief that each unit could not have its own facility. Chief Ranney acknowledged that services were shared. Training facilities were very limited. He addressed issues of safety and control. The Fire Department would be willing to make this facility available to other fire departments. Each had the goal to protect life and property. The City had one (1) site. It was located behind a fire station. Storage space would also be available. There were several components to this training facility. It would be more than a building.

Mayor Stockton recommended that this item be laid over until the Council's July 23, 2007 meeting.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the item be laid over until the Council of July 23, 2007.

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 informed the Council that he had been gone during the month of June. In addition, Alderman Schmidt will be gone during the month of July. The US Cellular Coliseum, (USCC), oversight committee had held its first meeting. He cited those who were in attendance. He provided the Council with a draft report. He read the group's statement of purpose.

Alderman Huette questioned the community representative. Tom Hamilton, City Manager, addressed the Council. Invitation of same would be by Council agreement. Alderman Huette expressed his interest in addressing criticism which claimed that there was a lack of community involvement. Mayor Stockton noted that he had not heard from the majority of the Council. He expressed his opinion that there would be some benefit from an outside perspective.

Alderman Fruin expressed his support for a number of representatives. The decision should not be made by Central Illinois Arena Management, (CIA). Mayor

Stockton noted that this group would have access to confidential material. This person may have to sign a nondisclosure agreement. At this time, the issue was still open.

Alderman Hanson expressed his reluctance. The Council should not micromanage this facility. The oversight committee should provide information to Council, i.e. progress report. Going forward this group should gather information and act as a conduit to the Council. He expressed his concern regarding an outside person. He again encouraged caution by the Council. The City had hired CIA to manage the facility.

Alderman Schmidt expressed support for there being clarity about the role of the oversight group. Alderman Hanson stated that it should remain focused on the Council's intentions. Alderman Huette expressed his interest in an individual with outside expertise, who would provide feedback and suggestions. Alderman Gibson noted that the Council was not responsible for the day to day management of the USCC. This responsibility belonged to CIA. He saw the oversight committee as a duplication of efforts. Alderman Stearns expressed her belief that the Council was accountable to the citizens for CIA's performance. The Council needed to set goals for CIA. CIA must be held accountable. She expressed her confusion about this oversight committee.

Mayor Stockton stated that the oversight committee would serve as a conduit. He expressed support for determining items worth measuring. Alderman Stearns expressed her appreciation to the Mayor for his commitment to serve on this oversight group. She expressed her concern regarding responsible and accountable management. She added her support for citizens to be placed on the oversight committee and for a citizen's forum.

Mayor Stockton reviewed a five (5) point list: 1.) gross attendance; 2.) attendance at community events and conventions - paid and unpaid; 3.) number of events – percent utilized; 4.) community impact – Convention & Visitors Bureau statistics; and 5.) special community support provided – donations and subsidies. The key question was direction.

Alderman Schmidt addressed accountability. CIA wanted profitable operations. A key issue for the City was the bond indebtedness and depreciation. She expressed her belief that CIA would improve its performance. CIA was not hired to manage the City's bond indebtedness. The Council needed to be realistic about how to fill the gap. Mayor Stockton suggested a goal to reduce losses to \$1.5 million. He described it as management to a particular level.

Alderman Huette expressed his interest in reducing operating losses. Alderman Schmidt encouraged the Council to look at the draft report closely. The Council also needed to see the financial realities.

Alderman Hanson acknowledged that the USCC was an issue. He encouraged the Council to read the Management Agreement. The Council needed to be on the same page. The Council needed to work with the facts and reality. CIA has a management contract with the City. There were a lot of mistruths about how the USCC is operated.

Alderman Stearns acknowledged that regardless of performance the City must work with CIA. Alderman Hanson restated that the Council needed to acknowledge what was in the contract. Alderman Stearns questioned recourse. Todd Greenburg, Corporation Counsel, addressed the Council. He noted that there must be a breach of contract. Default required a sixty (60) day notice. Mr. Greenburg read from the contract. He also encouraged the Council to read the contract document.

Mayor Stockton encouraged the Council to look at specifics. The City had the right to ask for a cure. He cited failure to file timely reports as an example.

Alderman Stearns questioned operating losses or number of events. Mayor Stockton noted that there were specifics and subjectivity. Mr. Greenburg noted that the City's bargaining power was its ability to approve the USCC's budget. He added his belief that the debt was addressed within the proforma. CIA was not required to make a profit.

Alderman Finnegan expressed his opinion that operations should be separated from the bond issue. The Council needed to establish a funding mechanism for the bond issue.

Mayor Stockton requested that the discussion return to the budget. He requested that the Council focus on a loss figure. He wanted to set a target number for each year. He questioned the inclusion of the debt service.

Alderman Hanson stated that the Council needed to address how to fund the debt service. Mayor Stockton added that this issue was not appropriate for discussion by the oversight committee. This topic should be included in the Council's Pre Budget Work Session.

Alderman Schmidt questioned how to lower the \$1.6 million figure. She did not know the numbers. Alderman Hanson noted the CIA had been given an incentive to generate income/profit. Alderman Schmidt agreed that it would be difficult to reduce this figure to zero.

Alderman Huette questioned CIA and the Council's opinion of same. Mayor Stockton described CIA as responsible. They were reasonable when meeting with the oversight committee. Profitability was CIA's goal.

Alderman Stearns questioned the annual debt service. Mr. Hamilton noted \$1.9 million, (\$450,000 was for depreciation). This figure would vary from year to year. Alderman Schmidt added that bonds and depreciation were part of the cost of doing business. Mayor Stockton stated his expectation that part of the debt service would be paid by USCC's revenues. He added his expectation for performance improvement at this facility. Alderman Stearns questioned the City's plan if improvement expectations are not met.

Alderman Fruin informed the Council that if he had been on the Council at the time he would have voted against the bond issue. The City had created this issue. CIA had been

hired to manage the building. More discussion time should be devoted to this topic during the Budget Work Sessions which will be held in August and September 2007. He did not believe that the deficit could be offset by a tax increase. The Council will be faced with a terrific challenge. The Council needed to select dates for these meetings and begin the discussion.

Mayor Stockton requested Council input.

Alderman Sage expressed his opinion that the emphasis should be placed on attendance. The debt service was a part of running the business. He added his belief that this facility could break even. He wanted to see an increase in the number of events and a revenue increase. The Council needed to look at options beyond a tax increase.

Alderman Schmidt stated that she had accepted that the City must absorb part of the cost for this facility for some period of time. The USCC was a community asset. Mayor Stockton questioned at what cost. He requested that the Council provide their comments to him. He cited Alderman Schmidt's absence. He restated his interest in their input.

Alderman Huette addressed measures for success. He cited key performance indicators. He expressed his interest in a budget comparison - year to year. Mayor Stockton suggested a one (1) page dash board format. Alderman Huette added that it should be included in the monthly statements from CIA.

Alderman Purcell expressed his interest in an annual report which would compare the USCC to other similar facilities. Mayor Stockton again encouraged Council input.

Mayor Stockton addressed the third section of the draft report. He cited the public sessions which might be scheduled for the second half of August. The oversight committee would continue to refine their report.

Alderman Hanson challenged the Council to address the positive side and present good comments about the USCC. Alderman Schmidt added that the building was here and its popularity was growing.

Alderman Fruin recommended that the USCC be supported on the City's web site.

Mayor Stockton returned to the Budget Work Sessions. The first meeting would be held in August. It would be scheduled for three (3) hours. He recommended 4:00 to 7:00 p.m. An additional date would be set for late summer.

Alderman Fruin questioned if all fees were up to date. Mr. Hamilton noted that those fees which can make a difference in the City's were with the exception of refuse. Minor fees would not make a significant impact upon the budget. He questioned the Council's philosophy. The City has a history of subsidizing quality of life programs.

Alderman Fruin cited continuity from Council to Council. Mr. Hamilton acknowledged that there will be some level of significant policy change over a number of years. He added that anything could be accommodated. There was the issue of time.

Mayor Stockton informed the Council that he had developed a priority list. In addition, he planned a day long retreat to address long term goals and objectives.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Purcell thanked the Parks & Recreation Department staff for the 4th of July celebration.

Alderman Fruin expressed his appreciation to Crystal Howard, Bloomington-Normal Convention and Visitors Bureau Executive Director. Ms. Howard addressed the Council at the Work Session which preceded the Council meeting.

He also thanked Alderman Schmidt for her efforts to organize a Council day at the Farmer's Market. This type of event allows the Council to be accessible to the public.

Finally, he thanked the Police Department for the crime index information.

Alderman Hanson wished safe travels to Alderman Schmidt.

Motion by Alderman Finnegan, seconded by Alderman Hanson, that the meeting be adjourned. Time: 9:16 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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