

**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 7:39 p.m., Monday, June 25, 2007.**

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

**The Meeting was called to order by Aldermen Jim Finnegan 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, Steven Purcell, Karen Schmidt, Jim Fruin and Jim Finnegan.**

**Absent: Mayor Stephen F. Stockton and City Manager Tom Hamilton.**

**Deputy City Manager Barbara Akins, 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 Work Session Minutes of March 19, 2007

The Council Work Session Minutes of March 19, 2007 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the reading of the minutes of the previous Council Work Session of March 19, 2007 be dispensed with and the minutes approved as printed.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**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 first partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$624 will have been paid to date for work certified as 8% complete for the John M. Scott Home Delivered Meals. Completion date – May 2008.
2. The first partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$2,082 will have been paid to date for work certified as 8% complete for the Peace Meals. Completion date – April 2008.
3. The first partial payment to McLean County Soil & Water Conservation in the amount of \$16,942.25 on a contract amount of \$67,769 of which \$16,942.25 will have been paid to date for work certified as 25% complete for the Professional Services. Completion date – Annual.
4. The sixth partial payment to McLean County Regional Planning in the amount of \$2,784.33 on a contract amount of \$68,500 of which \$43,865.08 will have been paid to date for work certified as 64% complete for the Main Street Corridor. Completion date – April 2008.
5. The tenth partial payment to the Pantagraph in the amount of \$1,300.48 on a contract amount of \$35,350.92 of which \$1,300.48 will have been paid to date for work certified as 3.68% complete for the Bloomington Center for the Performing Arts 2007-2008 Seasonal Advertising Services. Completion date – April 2008.
6. The second partial payment to Sentinel Technologies, Inc. in the amount of \$24,498.50 on a contract amount of \$69,990 of which \$50,084.50 will have been paid to date for work certified as 72% complete for the Desktop and Server Security System. Completion date – May 2007.
7. The fourteenth partial payment to APACE Architects & Design in the amount of \$25,525 on a contract amount of \$301,900 of which \$195,785 will have been paid to date for work certified as 65% complete for the Design of Fire Station #5. Completion date – May 2008.
8. The thirteenth partial payment to PJ Hoerr, Inc. in the amount of \$71,978.06 on a contract amount of \$2,262,763.73 of which \$2,004,104.66 will have been paid to date for work certified as 89% complete for the Holiday Pool Renovation. Completion date – July 2007.

9. The fourth partial payment to McLean County in the amount of \$4,274.75 on a contract amount of \$100,000 of which \$11,456.83 will have been paid to date for work certified as 11% complete for the City's share of the East Side Corridor Study. Completion date – February 2008.
10. The fourth partial payment to McLean Regional Planning Commission in the amount of \$29,917 on a contract amount of \$275,471.99 of which \$234,752.91 will have been paid to date for work certified as 85% complete for the Aerial Photography. Completion date – August 2007.
11. The fifth partial payment to Laesch Electric, Inc. in the amount of \$4,836 on a contract amount of \$172,846.86 of which \$90,755 will have been paid to date for work certified as 53% complete for the MacArthur at Main and Center Traffic Signals. Completion date – September 2007.
12. The fourth partial payment to Farnsworth Group in the amount of \$3,188.50 on a contract amount of \$18,900 of which \$17,332.02 will have been paid to date for work certified as 92% complete for the Woodrig Road and South Main Street Signals. Completion date – July 2007.
13. The first partial payment to Rowe Construction Co. in the amount of \$58,495.21 on a contract amount of \$681,114.14 of which \$58,495.21 will have been paid to date for work certified as 9% complete for the 2007 Curb and Gutter Improvements. Completion date – September 2007.
14. The thirteenth partial payment to Testing Services Corporation in the amount of \$6,342.85 on a per ton and hour contract of which \$44,523.90 will have been paid to date for work certified as ongoing for the 2006-2007 Asphalt & Portland Concrete Plant Inspection and Laboratory Testing. Completion date – July 2007.
15. The eleventh partial payment to Lewis, Yockey & Brown, Inc. in the amount of \$3,615.05 on a contract amount of \$120,000 of which \$83,799.05 will have been paid to date for work certified as 70% complete for the Dr. M.L. King Jr. Dr. – Washington to Oakland. Completion date – August 2007.
16. The twenty-eighth partial payment to Foth & Van Dyke/Daily Division in the amount of \$282.11 on a contract amount of \$295,161 of which \$260,399.47 will have been paid to date for work certified as 88% complete for the Design of Fox Creek Road and Scottsdale Avenue Relocation. Completion date – September 2007.
17. The seventh partial payment to Stark Excavating, Inc. in the amount of \$423,123.81 on a contract amount of \$2,959,945.10 of which \$1,378,733.61 will have been paid to date for work certified as 47% complete for the Fox Creek Road and Scottsdale Avenue Improvements. Completion date – October 2007.

18. The tenth partial payment to Farnsworth Group in the amount of \$10,578.50 on a contract amount of \$52,228.50 of which \$52,147.34 will have been paid to date for work certified as 99% complete for the Design of Morris Avenue Bridge over Goose Creek. Completion date – September 2007.
19. The twelfth partial payment to Consoer Townsend & Associates in the amount of \$11,981.43 on a contract amount of \$185,000 of which \$75,520.52 will have been paid to date for work certified as 41% complete for the Water Department Electrical Improvements at Lake Bloomington. Completion date – December 2007.
20. The third partial payment to Clark Dietz in the amount of \$2,395 on a contract amount of \$16,000 of which \$7,451.02 will have been paid to date for work certified as 41% complete for the Lighting Improvements at Division Street. Completion date – December 2007.
21. The seventh partial payment to Consoer Townsend & Associates in the amount of \$2,380.83 on a contract amount of \$38,400 of which \$31,936.74 will have been paid to date for work certified as 83% complete for the Study of Metering at the Water Department. Completion date – December 2007.
22. The fourth partial payment to Farnsworth Group in the amount of \$300 on a contract amount of \$50,000 of which \$8,853.24 will have been paid to date for work certified as 18% complete for the Ultraviolet Light & Hydrogen Peroxide Feasibility Study. Completion date – October 2007.
23. The tenth partial payment to Alvord, Burdick & Howson, LLC in the amount of \$1,689.34 on a contract amount of \$33,000 of which \$31,777.52 will have been paid to date for work certified as 96% complete for the Water Department Rate Study. Completion date – December 2007.
24. The eleventh and final payment to Alvord, Burdick & Howson, LLC in the amount of \$1,081.65 on a contract amount of \$33,000 of which \$32,859.17 will have been paid to date for work certified as 100% complete for the Water Department Rate Study. Completion date – December 2007.
25. The first partial payment to Consoer Townsend & Associates in the amount of \$4,074.31 on a contract amount of \$250,000 of which \$4,074.31 will have been paid to date for work certified as 2% complete for the Water Department Division Street Reservoir Repairs. Completion date – December 2007.
26. The first partial payment to Global Engineering Technology, LLC in the amount of \$6,900 on a contract amount of \$9,000 of which \$6,900 will have been paid to date for work certified as 77% complete for the Miller Street – Oak to Low Watermain. Completion date – October 2007.

27. The first partial payment to Gildner Plumbing, Inc. in the amount of \$93,627 on a contract amount of \$434,125 of which \$93,627 will have been paid to date for work certified as 22% complete for the James/Charles Place Water Main Replacement. Completion date – December 2007.
28. The fifth partial payment to Clark Dietz in the amount of \$5,087.22 on a contract amount of \$84,600 of which \$32,324.64 will have been paid to date for work certified as 37% complete for the Parmon Road Water Main Replacement. Completion date – December 2007.
29. The tenth partial payment to Clark Dietz in the amount of \$4,812.01 on a contract amount of \$68,800 of which \$53,440.25 will have been paid to date for work certified as 93% complete for the Main Replacement on Hinshaw and Barker. Completion date – December 2007.
30. The twentieth partial payment to Lewis, Yockey & Brown in the amount of \$312.50 on a contract amount of \$93,000 of which \$77,451.93 will have been paid to date for work certified as 83% complete for the Lincoln Street Water Main – Veterans to Morrissey. Completion date – June 2008.
31. The second and final payment to Lewis, Yockey & Brown in the amount of \$1,150 on a contract amount of \$22,750 of which \$22,750 will have been paid to date for work certified as 100% complete for the Design Main Replacement on Moore, Cloud, and Ryan. Completion date – December 2008.
32. The second partial payment to Concord Engineering and Science in the amount of \$6,215.50 on a contract amount of \$23,000 of which \$20,787.53 will have been paid to date for work certified as 90% complete for the Design Main Replacement on Olive, Taylor and Jackson Streets. Completion date – December 2008.
33. The first partial payment to Stark Excavating, Inc. in the amount of \$660,000 on a contract amount of \$2,974,384 of which \$660,000 will have been paid to date for work certified as 22% complete for the Brokaw Road Sanitary Trunk Sewer. Completion date – November 2007.
34. The second partial payment to Gildner Plumbing, Inc. in the amount of \$66,000 on a contract amount of \$388,479 of which \$89,000 will have been paid to date for work certified as 23% complete for the Division Street Combined Sewer Overflow Elimination Phase II. Completion date – August 2007.
35. The sixth partial payment to Village of Downs in the amount of \$9,296.67 on a contract amount of \$3,936,372 of which \$135,226.03 will have been paid to date for work certified as 3% complete for the Village of Downs Sewerage Improvements Project. Completion date – March 2008.

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

Respectfully,

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

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

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

The Audit of these accounts took place on Monday, June 25, 2007 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert  
City Clerk

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Reports

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

1. Motor Fuel Tax Allotment for the month of May 2007.
2. Monthly Receipt & Expenditure Report, May 2007.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the reports be received and placed on file.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**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 Library Board:

Wilma Bates, 3402 Stephanie Rd.  
Her term will expire 4/30/2010.

I also ask that you concur with the following reappointments to the Library Board:

Dick Luedke, 1520 E. Grove.  
Paul Thielemann, 5 Waterside Circle.

Both of their terms will expire 4/30/2009.

I ask that you concur with the following reappointments to the Cultural District Commission:

Carol Baker, 1515 N. Linden.  
Ron Guthoff, Box 1445.

Their terms will expire 4/30/2009.

Marlys Stern, 24 Sunset Rd.  
John Wohlwend, 8 Spruce Ct.

Their terms will expire 4/30/2010.

Respectfully,

Stephen F. Stockton  
Mayor

**Alderman Finnegan recognized Wilma Bates, new Library Board member. Ms. Bates was thankful for the opportunity to serve and give back to the City.**

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the appointment and reappointments be approved.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payment for Emergency Engineering Investigation of Leak at Miller Lake Dam

On April 7, 2007, staff observed a leak on the Miller Lake Dam. Given the potential threat to the health and safety of businesses and residents downstream of the lake, an emergency inspection and investigation of the leak was deemed appropriate. Staff contacted Hanson Engineers to perform this task. The inspection was performed on April 10, 2007 a report of their investigation was submitted on May 3, 2007. Staff is monitoring the leak area and pursuing the recommendations in Hanson Engineers' report. Hanson Engineers have submitted an invoice for this work in the amount of \$9,236.99. Staff reviewed the invoice and finds it acceptable.

Staff respectfully requests that Council approve the payment of \$9,236.99 to Hanson Engineers and that payment be made from Stormwater Management Funds (X55200-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Annual Renewal of Software Maintenance Agreement for Bentley Inc. CADD, Civil Engineering, and Training Software

The annual software maintenance agreement with Bentley Systems Inc. is due for renewal. This is a recurring annual renewal for the maintenance of the software that the Engineering, PACE and Water Departments use for engineering and design of the City's infrastructure. This suite of programs is used for architecture, sanitary and storm sewer, roadway, water and watershed modeling, including training. The cost will be appropriately allocated to those users in each department. Bentley Systems Inc. has submitted an invoice for this renewal in the amount of \$33,278.40.

Staff respectfully requests that Council approve the payment of \$33,278.40 to Bentley Systems, Inc. with payment to be made with funds as follows: Engineering Department G16210-71010 (\$28,136.90); Water Administration X50110-71010 (\$2,520.70) and Water Purification X50130-71010 (\$2,620.80).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval to Reimburse Bloomington Normal Water Reclamation District for the Purchase of three (3) Sewer Flow Meters

On September 25, 2000, Council approved the purchase and ongoing maintenance of sewer flow meters. This purchase and maintenance is through the Bloomington Normal Water Reclamation District (BNWRD). The meters are used to monitor flow at the combined sewer overflows and other sewer locations throughout the City.

Since the monitors are used in a rather harsh environment, they deteriorate and require maintenance or replacement quickly. One (1) of the meters has severely deteriorated and needs to be replaced. Two (2) other meters are still functioning but will likely need to be replaced within the next six (6) months. The replacement of these three (3) meters was anticipated last year and budgeted for the current fiscal year. The approximate cost of the new meters is \$8,000 each.

Staff respectfully requests that Council approve the purchase of three (3) new flow meters through the BNWRD and that payment be made to BNWRD for an amount not to exceed \$24,000. Payment will be from Sewer Fixed Asset Replacement Funds (F52300-72140).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay George Gildner, Inc. for the Emergency Repair of a Water Main Leak on Market Street and Bloomington Heights Road

The 16" water main on Market Street at Bloomington Heights Road began leaking this winter. Due to icing conditions, an immediate repair of the water main was necessary. This water main was buried deep, at a corner, beneath a State of Illinois traffic signal, and was surrounded by other utilities. Therefore it was decided by staff that this repair would best be made by a contractor that could coordinate all the necessary elements to make perform the work. This included: 1.) obtaining permits from the State of Illinois for repairs in their right-of way, 2.) coordinating traffic control and signage, 3.) having the proper equipment for a deep excavation, and 4.) coordinating the erection of temporary traffic signals while the excavation was taking place around the active signal mast. Staff requested that this work be completed on a time and material basis. George Gildner, Inc. has submitted an invoice for payment. Staff has reviewed the invoice and finds it acceptable.

Staff respectfully requests that Council approve a payment in the amount of \$30,738.97 to George Gildner, Inc. with payment to be made with Water Department, Transmission and Distribution Division, Maintenance Funds (X50120-70590).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Request to Pay the Illinois Environmental Protection Agency for a Combined Sewer Non Point Discharge Elimination System (NPDES) Permit

The Illinois Environmental Protection Agency (IEPA) requires that all Cities with Combined Sewer overflows obtain a yearly permit. For a City of our size, over 25,000 in population, the permit fee is \$20,000 per year. The City has received a notice from the IEPA that the fee is now due for the period 07/01/07 through 06/30/08.

Staff respectfully requests that Council authorize payment to the Illinois Environmental Protection Agency for our Combined Sewer NPDES Permit in the amount of \$20,000 with payment to be made from the Storm Water Management Fund (X55100-70550).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Request for Approval of Payment of \$86,664.88 to The Grove on Kickapoo Creek LLC for the City's Share of the Construction Cost of Over Sizing the Pavement in Kickapoo Creek Road

On March 13, 2006, Council approved an Annexation Agreement for the Grove on Kickapoo Creek (Eastlake) Subdivision. The Annexation Agreement obligated the City to pay for the over sizing of Kickapoo Creek Road beyond a 30 foot street. The developer has constructed 1,136 feet of pavement, 49 feet from face of curb to face of curb in the original addition to the Subdivision.

Farnsworth Group, acting as the developer's agent, has submitted a request for payment in the amount of \$86,664.88. Staff has reviewed the bill and finds it to be reasonable. There are \$245,000 in Capital Improvement Funds budgeted for the expense of over sizing Kickapoo Creek Road in phases one (1) and two (2) of the Grove in the 2007-2008 Capital Budget. Staff respectfully recommends that Council approve the payment of \$86,664.88 to the Grove on Kickapoo Creek LLC with payment to be made from Capital Improvement Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lincoln Leisure Center Bid Rejection

On May 1, 2007 bids were opened for the renovation of the Lincoln Leisure Center Campus. Staff has reviewed the two (2) bids that were received and found them in order, but both were well above the estimated and budgeted amount of \$220,000. At this time, Staff would like to reject both bids and push the project to a later date. Staff will continue to evaluate the project and look at all options to bring it into line with the budget.

Respectfully,

Dean Kohn  
Director of Parks & Recreation

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Rejection of Bids for Janitorial Equipment for the US Cellular Coliseum

Central Illinois Arena Management (CIAM) respectfully requests that Council reject all bids for Janitorial Equipment for the US Cellular Coliseum. CIAM has negotiated a new pricing structure with the current janitorial company that will lower the janitorial costs. With the new pricing structure in place the janitorial equipment is not needed. Additionally, by not ordering the janitorial equipment, CIAM is able to assist the City in lowering the Equipment Replacement budget line item from its budget.

Respectfully,

Mike Nelson  
CIAM General Manager

Jim Appio  
CIAM Director Of Operations

Tom Hamilton  
City Manager

**Alderman Stearns questioned this item. She cited the cost savings. Jim Appio, CIAM's Director of Operations, addressed the Council. He estimated cost savings of forty percent, (40%), or \$70 – 80,000.**

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



**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Accept the Lowest Cost, Competitive Quotations for Plumbing Work Related to Water Meter Upgrades

The Water Department has been re-evaluating many large water meter installations as part of the new large meter testing program. Several meter installations in commercial, institutional or multi-unit buildings that have wide variances in flow volumes (such as hotels, schools and large apartment buildings) that have been evaluated were found to be unacceptable.

Several problems have been found with the existing meters. Those problems include: 1.) being installed too close to fittings or valves, 2.) the valves are incorrect for proximity to a meter (butterfly valves vs. gate valves), 3.) they do not have strainers (for flow straightening and debris collection), 4.) there are no bypasses, and 5.) the meter choice was not the optimal type of meter for the given usage patterns in the building. Staff approached each of these businesses about correcting the problem so that the correct style of meter is placed in a setting that it is designed to work accurately in.

In order for the correct meter to be installed, the old meter would have to be removed and the plumbing upgraded. Therefore, staff sought quotations from plumbing contractors for this work to be completed at several different locations. The quotations were requested as separate quotations for each location so that staff could evaluate each independently while determining which, if any, projects to proceed with.

Four (4) contractors responded to this request. The quotations were reviewed, and staff found that Chief City Mechanical provided the lowest cost quotation on three (3) of the separate projects. D & R Plumbing provided the lowest quotation for the other two (2) locations. Staff has reviewed these quotations and found them to be competitive. Since these quotations were within the range that would allow all the jobs to proceed with the funding available in the meter installation account, staff requests that all the lowest quotes be accepted. The quotes are as follows:

<b>QUOTATIONS FOR METER CHANGEOUTS</b>	<b>D &amp; R Plumbing</b>	<b>Spaid Mechanical</b>	<b>Chief City Mechanical</b>	<b>Mid-IL Mechanical</b>
<b>Facility</b>				
Phoenix Towers 202 W. Locust	\$3,280	\$3,870	\$2,919	\$7,506
Heritage Manor 706 E. Walnut	\$2,223	\$2,930	\$2,819	\$7,506
Government Center 100 E. Front	\$2,223	\$2,440	\$2,440	\$7,506
Health Department 200 W. Front	\$2,223	\$2,360	\$1,959	\$7,506
BHA -- Sunnyside Erickson & Olive	\$2,223	\$2,889	\$2,171	\$7,506

Staff respectfully requests that Council accept the lowest quotations of D & R Plumbing for \$2,223 each for the Heritage Manor and Government Center jobs; Chief City Mechanical for the Phoenix Towers in the amount of \$2,919, the McLean County Health Department in the amount of \$1,959 and the Bloomington Housing Authority – Sunnyside location in the amount of \$2,171 and that the Purchasing Agent be authorized to approve the individual purchase orders for each job. Payment will be made from the Water Department, Transmission, Distribution and Pumping Division, Operations and Maintenance Funds, Meters account, (X5010-50120-71730).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 61**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING METER REMOVAL AND PLUMBING UPGRADES FROM D & R PLUMBING FOR \$2,223 EACH AT THE HERITAGE MANOR AND GOVERNMENT CENTER; AND CHIEF CITY MECHANICAL FOR THE PHOENIX TOWERS IN THE AMOUNT OF \$2,919, THE MCLEAN COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$1,959 AND THE BLOOMINGTON HOUSING AUTHORITY – SUNNYSIDE LOCATION IN THE AMOUNT OF \$2,171**

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 Meter Removal and Plumbing upgrades from D & R Plumbing for \$2,223 each at the Heritage Manor and Government Center jobs; and Chief City Mechanical for the Phoenix Towers in the amount of \$2,919, the McLean County Health Department in the amount of \$1,959 and the Bloomington Housing Authority – Sunnyside location in the amount of \$2,171.

Adopted this 25<sup>th</sup> day of June, 2007.

Approved this 26<sup>th</sup> day of June, 2007.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Alderman Stearns questioned this item. Brent Lueschen, Asst. Superintendent of Water Distribution, addressed the Council. This item addressed the system's largest water meters. The goal was accurate reading of water usage. The program has just started and results will not be known until after installation.**

**Barb Adkins, Deputy City Manager, addressed the Council. City staff would provide a monthly spreadsheet which would show the results.**

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the formal bidding process be waived, the quotes for meter removal and plumbing upgrades from D & R Plumbing for \$2,223 each at the Heritage Manor and Government Center jobs; and Chief City Mechanical for the Phoenix Towers in the amount of \$2,919, the McLean County Health Department in the amount of \$1,959 and the Bloomington Housing Authority – Sunnyside location in the amount of \$2,171 be accepted, the Purchasing Agent authorized to issue Purchase Orders for same, and the Resolution adopted.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
 From: Staff  
 Subject: Analysis of Request for Proposals for Software Training Classes

On May 2, 2007 staff solicited Request for Proposals to provide software training to City employees. The request was to provide training primarily through open enrollment classes as well as through dedicated on-site offerings. Proposals were received from four (4) providers, Heartland Community College, Novatech Solutions, Levi, Ray & Shoup, (LRS), and New Horizons of Peoria.

Only three (3) of the proposals, Novatech, New Horizons, and LRS, were directly comparable in addressing City needs. The Heartland Community College proposal would require most employees to schedule training outside normal work hours, in the evenings and over three (3) weeks. This would require overtime pay for many union employees, which would increase the cost of training above that of the instruction. While Heartland’s pricing structure appears to be the most cost effective in the class rates, it would not be once scheduling difficulties are factored in.

The cost information received from the four (4) vendors are as follows, (bold indicates pricing at targeted level of purchase):

**Cost per one-day enrollment & on-site training:**

<p><b><u>Heartland Com. College</u></b>  <i>(7.5-hour class taught in 3 sessions)</i>          1-50: \$80          51-100: \$70  <b>100+: \$70</b></p> <p><u>Cost of providing one-day class on-site:</u>          \$700 plus          \$20/participant</p>	<p><b><u>Levi, Ray &amp; Shoup</u></b>  <i>(7 hour class)</i>          1-24: Not quoted          25-49: \$97.50          50-99: \$91.00  <b>100+: \$84.50</b></p> <p><u>Cost of providing one-day class on-site:</u>          \$600 plus \$18/participant for materials</p>
<p><b><u>NovaTech</u></b>  <i>(7 hour class)</i>          1-25: \$80          26-50: \$80  <b>51-100: \$80</b>          101+: not quoted</p> <p><u>Cost of providing one-day class on-site:</u>          \$650 plus \$21/participant for materials</p>	<p><b><u>New Horizons</u></b>  <i>(7 hour class)</i>          1-100: \$80  <b>101-249: \$75</b>          250-500: \$65</p> <p><u>Cost of providing one-day class on-site:</u>          \$650</p>

From May 2006 to April 2007, there were 171 enrollments in 57 different open enrollment software classes and 164 in general office productivity classes. Including longer classes charged

at a 2-day rate, the City purchased the equivalent of 188 full-day training enrollments in basic application classes over a one (1) year period. This level reflects both high hiring levels and the recent conversion to Microsoft. Last year the City split purchasing between two (2) open enrollment providers to allow more flexibility in scheduling classes.

To make a comparison between the costs of class coupons or vouchers assumes that all basic productivity classes are charged at a comparable rate. In fact the vendors apply the coupon system differently to some classes. There is a surcharge for Level III and IV classes from Novatech for between \$25 and \$170 dollars, and New Horizons requires twice as many class days and training coupons to cover an Access class accounting for 24 class days last year. If these surcharges had applied to the City's 2006-07 purchases (assumes one vendor had provided all training), the costs would have been as follows:

\$ 9,030	for Heartland, but with overtime costs for scheduling, and some classes may not have been scheduled
\$15,886	for Levi, Ray & Shoup
\$14,925	for New Horizons
\$16,390	for Novatech

In addition to non-standard pricing, another factor considered was customer service. Our past experience as a customer of LRS has been excellent, with minimal complaints during a five (5) year service history. 2006 was the first year Novatech provided training to staff, but during that time there were complaints regarding both the classroom environment and tardiness of the instructors (arriving with just a few minutes to spare before a class). However, there were no complaints regarding the quality of instruction. Additionally, Novatech has the most cost variation among its Microsoft Office application classes, making the management of a contract with them more difficult.

The City has used New Horizons only occasionally in the past, partly because their training facilities were in Peoria. They now have a facility in Normal and offer online learning options that may be more convenient to some employees. Based on positive references from other customers, and the pricing for most classes, staff would like a chance to work with New Horizons in order to provide scheduling alternatives for employees. However, our limited experience with New Horizons and an initial facilities comparison to LRS suggest a limited commitment at first. Our past experience with LRS as well as relatively close pricing justifies continuing to work with them as one (1) of two (2) vendors.

Staff respectfully recommends that Council approve two (2) contracts for software training: one (1) with New Horizons for fifty (50) enrollments at \$80/class, and one (1) with LRS for 100 enrollments at \$84.50/class. The total of \$12,450 (\$8,450 for LRS contract plus \$4,000 for New Horizons contract) is covered by the amount budgeted in the training and development budget for the Human Resources Department (G11410-70790). Both contracts would be subject to renewal for the next fiscal year, assuming similar terms and continuing satisfaction with the vendor.

Respectfully,

Megan Devlin-Petty  
Org. Dev. Manager

Emily Bell  
Director of Human Resources

Tom Hamilton  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the purchase of 100 enrollments from LRS in the amount of \$8,450 and 50 enrollments from New Horizons in the amount of \$4,000 be approved, and the Purchasing Agent be authorized to issue Purchase Orders for same.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids-Printing of Brochure

On Tuesday, June 5 at 11:00 am, bids were opened in the City Clerk's office for the printing of 17,000 copies of the 2007 Fall Program Guide, 17,000 copies of the 2008 Winter/Spring Program Guide, and 17,000 copies of the 2008 Summer Program Guide for the Parks and Recreation Department. Five printers responded to the bid.

<b>FIRM</b>			<b>BID PRICE</b>
Action Printing	**	FonDuLac, Wisconsin	\$25,340.00
Ron Smith Printing		Bloomington, IL	\$28,900.00
BOPI		Bloomington, IL	\$32,689.00
Printec Printing		Champaign, IL	\$35,555.00
Illinois Graphics		Bloomington, IL	\$38,759.00

\*\* Low and recommended bid

Staff respectfully requests that Council award the bid to Action Printing and authorize the Purchasing Agent to issue a purchase order for \$25,340. There are sufficient funds available in

account G14112-70740 for this purchase. There was \$31,000 budgeted for all three (3) program guides.

Respectfully,

Barb Wells  
Superintendent of Recreation

Dean Kohn  
Dir. of Parks & Recreation

Tom Hamilton  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the bid be awarded to Action Printing in the amount of \$25,340, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Towanda Ave: Rowe to Orleans - Analysis of Bids

Bidding proposals for the improvement of Towanda Avenue from Rowe Drive to Orleans Drive were received until 2:00 p.m. Monday, June 18, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud. Bidding proposals for the subject project included a base schedule and two (2) alternate schedules of work. Alternate schedules were used to evaluate the costs for different pavement types. Alternate A evaluated the cost of concrete pavement and Alternate B evaluated hot-mix asphalt pavement. The lowest bid submitted was for concrete pavement. No bids were submitted for the hot-mix asphalt alternate. The Base Bid + Alternate Bids are as follows:

	<u>Base Bid + Alt. A</u>	<u>Base Bid + Alt. B</u>
Stark Excavating, Inc. (Low Bid)	\$1,183,030.68	NO BID
Rowe Construction Co.	\$1,257,314.71	NO BID
Engineer's Estimate	\$1,368,422.00	\$1,427,662.00

Budget:           \$306,000       -Capital Improvement Funds (X40100-72530)  
                      \$694,000\*      -Capital Improvement Funds-03 Bond (X40152-72530)  
  \*Current Available Balance is \$638,882.98  
                      \$100,000      -Water Depreciation Funds (X50200-72540)

The improvement of Towanda Ave. from Rowe to Orleans includes complete reconstruction of the pavement, storm sewers, and water main. A 5' sidewalk will be added to the west side of Towanda Ave. from Ewing Park to Jersey Ave. The new pavement will be 44' wide with four lanes and curb and gutter.

Staff respectfully recommends that Council accept the low bid for the Base Bid + Alternate A from Stark Excavating, Inc. in the amount of \$1,183,030.68 and, further, that the Mayor and City Clerk be authorized to enter into a contract for the said work with payment to be made with Capital Improvement Funds (X40100-72530, \$245,335.45), Capital Improvement Funds-03 Bond (X40152-72530, \$638,882.98), Water Depreciation Funds (X50200-72540, \$170,040.00), and Storm Water Maintenance Funds (X55200-72550, \$128,772.25).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the bid be awarded to Stark Excavating, Inc. in the amount of \$1,183,030.68 and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To:               Honorable Mayor and Members of the City Council  
From:            Staff  
Subject:          Replacement of Police Department Large Format Printer



Staff respectfully requests Council approval to replace a fully depreciated large format printer (plotter) scheduled and budgeted for replacement in fiscal year 2007-2008. This plotter is used in the Criminal Investigation Division, with the Police Department for printing large format documents that aid investigations and court proceedings. It has been in service for five (5) years and is need of replacement. The replacement plotter would be purchased under the current waiver of the bidding process, whereby Council authorized staff to purchase directly from the Hewlett Packard Western States Contracting Alliance.

HP DesignJet T1000 plotter	HP WSCA Contract	\$5,652.00
----------------------------	------------------	------------

Staff respectfully requests that City Council authorize the Purchasing Agent to issue a purchase order for \$5,652 to HP Western States Contracting Alliance, with payment to be made with funds budgeted in the Information Services Equipment Fixed Asset account (F11610-72120).

Respectfully,

Scott Sprouls  
Director of Information Services

Tom Hamilton  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Large Format Printer be purchased from HP Western States Contracting Alliance in the amount of \$5,652, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order to the Contract with Felmley-Dickerson Company for Construction of the Downtown Courthouse Square Streetscape Improvements

On September 15, 2003, Council approved a contract with Felmley-Dickerson Company for the construction of the Downtown Courthouse Square Streetscape Improvements in the amount of \$361,969.09. A change order to the contract was approved by Council on July 25, 2005 in the

amount of \$250,000 bringing the existing contract amount to \$611,969.09. Additional grant funds have been received by the City from the State of Illinois bringing the total grant (#02-120362) funds received to date at \$925,000.

Felmley-Dickerson has agreed to an extension of the contract at the original unit prices in the amount of \$92,315 for improvements to the 600 block of N. Main Street between Mulberry Street and Locust Street.

Original Contract	\$361,969.09
1 <sup>st</sup> Change Order	\$250,000.00
This Change Order	<u>\$92,315.00</u>
New Contract Total	\$704,284.09

Staff respectfully recommends that Council approve a change order to the contract with Felmley-Dickerson Company for the construction of the Downtown Courthouse Square Streetscape Improvements in the amount of \$92,315 for a new contract total of \$704,284.09 with payment to be made from Capital Improvement (Grant) Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

#### **RESOLUTION NO. 2007 - 62**

### **A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$92,315 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND FELMLEY DICKERSON COMPANY FOR CONSTRUCTION OF THE DOWNTOWN COURTHOUSE SQUARE STREETSCAPE IMPROVEMENTS**

WHEREAS, the City of Bloomington has previously entered into a contract with Felmley Dickerson Company for the Downtown Courthouse Square Streetscape Improvements; and

WHEREAS, for the reasons set forth in a staff report dated June 25, 2007 it was necessary to make improvements to the 600 block of N. Main Street between Mulberry Street and Locust Street;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 25, 2007 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$92,315 in the contract between the City of Bloomington and Felmley Dickerson Company for the Downtown Courthouse Square Streetscape Improvements be approved.

PASSED this 25<sup>th</sup> day of June, 2007.

ADOPTED this 26<sup>th</sup> day of June, 2007.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Change Order in the amount of \$92,315 be approved and the Resolution adopted.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Staff

Subject: City Vision Television Show

The City Vision cable television show has been running on ICN5 in the Bloomington-Normal area since 2000. This hour long show, which is produced by Twinstar Productions Inc., highlights current community events and important local government news. In 2003, both the City and the Town of Normal committed to provide funding in the amount of \$8,400 to Twinstar. The supplemental funding from the municipalities allowed Twinstar to expand and enhance the format of the City Vision Program. In 2006, both Councils approved an increase in annual funding to \$9,500.

With the supplemental funding provided by the municipalities, Twinstar has been able to expand the City Vision program from a half-hour to a full hour. Furthermore, the monies provided have enabled Twinstar to upgrade equipment and set operations, which has ultimately resulted in a more professional production. As part of the original funding arrangement, Twinstar has agreed to tape and produce up to five (5) commercials each year for both municipalities. The City has used these commercials to market a variety of safety and City programs, including Parks and Recreation, Public Service, Police Department and most recently the Fire Department.

Staff believes that the City Vision program is an excellent external communication tool. During the show, the Twinstar staff members report on the latest City Council news that may be relevant to the residents of the City. City staff and Council members also tape four (4) interview segments for each City Vision show. These personal interviews provide the City with a great opportunity to directly inform and educate residents on various topics in a timely manner.

Due to the continued rise in production costs, Twinstar officials have requested an additional \$1,000 in annual funding from both the City and the Town of Normal in 2007 and subsequent years. This increase would bring both municipalities' annual contribution to \$10,500. The increase in funding would help offset the cost increases that Twinstar has experienced over the last year. According to Twinstar, the funding provided by the two (2) municipalities covers roughly one-third (1/3) of the production costs of the show. Other costs are covered by Insight Communications, a federal crime prevention grant, and from channel advertisements paid by local businesses.

Staff respectfully requests that Council approve the funding increase proposed by Twinstar and that the Purchasing Agent be authorized to issue a Purchase Order for same. The Town of Normal Council approved the request at their June 4, 2007 meeting. Funds for this increase will come from Administration Community Relations Line Item: 11110-70110.

Respectfully,

Barbara J. Adkins  
Deputy City Manager

Tom Hamilton  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the funding increase of \$1,000 for a total of \$10,500 to Twinstar for the City Vision Cable Television Show be approved and the Purchasing Agent be authorized to issue a Purchase Order for same.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Regional Planning Services Agreement

Staff respectfully requests that Council approve the proposed Regional Planning Services Agreement between the City and the McLean County Regional Planning Commission for the Commission's next fiscal year which begins July 1, 2007 and ends June 30, 2008. The PACE Planning Division's budget for "Other Purchased Services" (Account #15420-70990) presently has an available balance of \$40,000 to cover the payment of \$36,351 cited in this service agreement. The Regional Planning Services Agreements for the Commission's past five (5) fiscal years, as approved by the Council, have been for the following amounts:

<u>Fiscal Year</u>	<u>Contract Amount</u>
2002-2003	\$36,269.00
2003-2004	\$37,359.00
2004-2005	\$39,117.00
2005-2006	\$23,793.00
2006-2007	\$36,253.00

The 3.9% decrease in the City's contract amount from fiscal year 2004-2005 to fiscal year 2005-2006 was due to cost reductions to the City, the Town of Normal and the County of McLean resulting from additional revenues that the Commission received in fiscal year 2005-2006. Those additional revenues were the result of other special planning services contracts, including the preparation of the Logan County Comprehensive Plan and the Logan County Greenways Plan.

Section B of the proposed agreement outlines the long-range planning services that the Commission's staff will perform utilizing the contributions from the City, the Town of Normal and the County of McLean. In addition to these services, the Commission staff has worked very well with City staff on updating the McLean County Geographic Information System.

The Regional Planning Commission has done a commendable job in focusing on long-range planning for the City, the Town and the County as a whole. The Commission has also been effective in coordinating specific planning activities and projects that involved Bloomington and Normal, as well as the surrounding parts of McLean County. This role as regional coordinator for these types of projects has been very beneficial to the City.

Staff believes that the Regional Planning Services Agreement that is now being proposed is in the best interest of the City, and therefore, staff respectfully recommends that Council approve this Regional Planning Services Agreement as proposed.

Respectfully,

Kenneth Emmons  
City Planner

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

### **REGIONAL PLANNING SERVICE AGREEMENT**

This agreement is entered into as of the 1st day of July, 2007, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2008.

B. Long Range Planning Services

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:

1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the City in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.

7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the City's short range planner in matters pertaining to the process of developing and/or updating the Comprehensive Plan for the City.

C. Staff

The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "City" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.

D. Financing

The City of Bloomington will cause to be placed in the accounts of the "Commission" the sum of THIRTY-SIX THOUSAND THREE HUNDRED AND FIFTY ONE DOLLARS (\$36,351.00). The above contribution for the period of July 1, 2007 through June 30, 2008 shall be available for deposit in the accounts of the "Commission" upon the City's receipt of an invoice for said contribution.

Stephen F. Stephen  
By: James R. Finnegan  
Mayor City of Bloomington

Tracey Covert  
City Clerk City of Bloomington

06/26/07  
Date

Donald F. Fernanades  
McLean County Regional  
Planning Commission

Paul E. Russell  
Executive Director  
McLean County Regional  
Planning Commission

07/23/07  
Date

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Regional Planning Services Agreement for July 1, 2007 through June 30, 2008 in the amount of \$36,351 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council  
From: Staff  
Subject: Bird Control in Downtown Bloomington

For the past several years the City and McLean County have had an agreement with Soules Bird Repellent Company of Decatur for the removal and control of pigeons and starlings in the Downtown. The agreement specifically states that the area bounded by Monroe Street on the north, East Street on the east, Front Street on the south and Madison Street on the west as the area where services are to be rendered. The agreement for bird control was initially developed by Bloomington Unlimited. The City and County have always been funding partners in this agreement.

The Soules Bird Repellent Company provided an effective and outstanding job of controlling nuisance bird populations in the Downtown. Soules has again proposed a two (2) year agreement to the City and County in the amount of \$12,000 per year. The cost has not increased for several years, and is the same price that the City currently pays.

Soules Bird Repellent Company does not use poison as a method of controlling the birds. The method that is used is a trade secret, and is effective. During the years that Soules has been the contractor, staff has not received a single complaint about dead birds in the Downtown.

Staff has discussed the agreement with John Zeunik, the McLean County Administrator, because the McLean County Museum is the focus of this bird control agreement. Mr. Zeunik recommended continuing with Soules Bird Repellent Company.

Staff respectfully recommends that Council approve the agreement with Soules Bird Repellent Company for a period of 24 months at \$12,000 per year to be divided equally between the City and McLean County to control nuisance birds in the designated area of the Downtown. The City Manager's Budget contains \$6,000 per year to cover the City's half of the agreement (G11210-70990). McLean County's budget also contains enough funds to cover their half of the contract.

Respectfully,

Tom Hamilton  
City Manager

**SOULES BIRD REPELLENT COMPANY  
214 EAST MOUND ROAD DECATUR, ILLINOIS 62526**

**CONTRACT**



This Agreement made and entered in to this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the City of Bloomington, Illinois, and Soules Bird Repellent Company, 214 East Mound Road, Decatur, Illinois 62526.

WITNESSETH:

1. The City of Bloomington, Illinois hereby engages Soules Bird Repellent Company to perform the bird elimination of services defined herein in Paragraph 2. In the performance of that work, Soules is an independent contractor and not an employee of the City of Bloomington and Soules shall have full and absolute control over the manner and method of performing the said services within the limits set forth herein.

2. For the consideration herein set forth, Soules agrees to continue to eliminate 98% of all of the pigeons and starlings located in the business district area of Bloomington, Illinois, described as follows, to-wit:

An area bounded on the North by Monroe Street, on the East by East Street, on the South by Front Street, and on the West by Madison Street. In addition to this area, the same services shall be performed on the McBarnes Building located at the corner of East and Grove Streets in the City of Bloomington.

A. The City of Bloomington agrees to obtain access to Soules to any public property as required and to render assistance as required by Soules in obtaining access to any private property. Soules agrees that he shall not trespass or otherwise enter into any private property in violation of the rights of any private owner.

B. Said work shall be performed by Soules in conformity with all applicable State, County, and Municipal statutes, ordinances and codes and Soules shall make every effort to protect from harm any bird species, except the pigeons and starlings to be eliminated hereunder.

C. Soules shall continue performance of this agreement on July 1, 2007 until July 1, 2009.

3.

A. Soules shall exercise reasonable care and caution in the performance of said work and shall perform such work in a manner so as not to cause damage to the person or property of individual or corporation. Likewise, he shall reimburse the County of McLean, the City of Bloomington, or any private owner upon whose property he works for any damage to such property caused directly or indirectly by his activity hereunder.

Further, Soules shall indemnify and hold harmless the City of Bloomington, the County of McLean and any other property owner upon whose premises he does his work hereunder for any demand, claim, injury or damage to the person or property of another caused directly or indirectly by himself, his agents and employees in the performance of the services to be rendered

hereunder. This indemnity shall include not only any such claim or demand, but also legal fee and cost incurred by any party in defending such claim or demand.

B. In consideration of the entry of the City of Bloomington into this contract and in consideration of the consent to the entry of Soules onto the property of others, whether the City of Bloomington, County of McLean, or some private owner, Soules does release, waive and forever discharge the County of McLean, the City of Bloomington, and any such property owner from any claim, cause of action or any suit whatsoever for injury to his property or his person by reason of any matter or cause arising out of and due to the condition of any premises upon which he gains access in the performance of this Contract.

Further, Soules does agree to indemnify and hold harmless the City of Bloomington, County of McLean, and any property owner from any claim asserted out of the presence of any such employee or agent of his upon said premises.

4.

A. In consideration of the services to be provided by Soules, the City of Bloomington shall pay Soules the sum of \$24,000.00 to be paid as follows:

\$6,000.00 on each of the following dates:

July 1, 2007

January 1, 2008

July 1, 2008

January 1, 2009

The City of Bloomington shall have the right to inspect the area in which Soules services are performed to determine the effectiveness of said services. The City of Bloomington shall, except for the July 1, 2007 payment, have the right to withhold payment until such time as services have been performed. Likewise, the City of Bloomington may withhold payment, subject to said standard on the subsequent installment dates.

5. Soules has provided the following which he shall keep in current effect:

A. Certification of insurance coverage in force during the entire term of this Agreement; which insurance shall include as named insured, the City of Bloomington and McLean County the following coverage:

(1) Full statutory Workmen's Compensation coverage covering all the employees of Soules,

(2) General liability insurance with a limit of liability \$100,000.00, including any liability under the Illinois Structural Work Act;

(3) Motor vehicle liability insurance on any vehicle of Soules with a limit of liability of \$500,000.00 per accident.

B. A current pest control permit from the State of Illinois. Witness our hands and seals the day and year first above written.

By: James L. Soules

Stephen F. Stockton

By: James R. Finnegan

Dated: 05/29/07

Date: 06/26/07

**PIGEON CONTROL MAINTENANCE FEE**

**CITY OF BLOOMINGTON:**

July 1, 2007	\$3000.00
January 1, 2008	\$3000.00
July 1, 2008	\$3000.00
January 1, 2009	\$3000.00

\$12,000.00

**COUNTY OF MCLEAN (Collected by the City of Bloomington)**

July 1, 2007	\$3000.00
January 1, 2008	\$3000.00
July 1, 2008	\$3000.00
January 1, 2008	\$3000.00

\$12,000.00

\$24,000.00

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the agreement with Soules Bird Repellent Company in the amount of \$12,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Contract

Staff respectfully requests approval of a contract to engage persons and/or groups represented by Producers, Inc. to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contract will be \$15,000.

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

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

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

Respectfully,

C. Bruce Marquis  
Executive Director, Cultural District

Tom Hamilton  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the contract from Producers, Inc. be accepted in an amount not to exceed \$15,000 and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ground Lease with CEFCU for a Drive up ATM in the Cultural District Parking Lot North of Locust Street

The City entered into an Advertising and Signage Agreement with CEFCU in March 2004 that would allow CEFCU the right to install walk up (Automatic Teller Machine) ATMs at the U.S. Cellular Coliseum. The agreement, signed before the Coliseum was constructed, called for one (1) drive up ATM outside the building and one (1) walk up ATM inside the building. However, after the Coliseum was constructed, it became apparent that it was not feasible to place a drive up ATM at that location. As a result, the City offered an alternative location in the Cultural District Parking lot bounded by Locust and East Streets. CEFCU has agreed to accept that substitute location.

The Advertising and Signage Agreement included forms of leases for the walk up and drive up ATMs, which were approved by Council as part of the master agreement. However, the form of the lease for the drive up ATM had provisions applicable to the Coliseum. This lease had to be modified to reflect the differing location at the Cultural District. While the majority of changes were minor, there was one significant change. The lease as written for the Coliseum gave CEFCU the exclusive right to place ATMs on the property and further limited the City from allowing any other financial institution to locate facilities on City property within 1,000 yards of the Coliseum. This provision would have caused a hardship to the Cultural District.

The Coliseum receives \$50,000.00 per year from CEFCU under the Advertising and Signage rights. The Cultural District does not share in this revenue, but would lose the right to seek sponsorships or signage agreements from other financial institutions under this restriction. Fortunately, CEFCU was willing to ease this restriction. The lease has been revised to restrict the location of facilities of other financial institutions to only within 20 feet of the parking lot. Staff respectfully recommends that Council approve the Ground Lease Agreement with CEFCU, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Tom Hamilton  
City Manager

**GROUND LEASE**

This Ground Lease is made this \_\_\_\_day of \_\_\_\_\_, 2007 (the "Commencement Date"), by and between the City of Bloomington Illinois, an Illinois municipal

corporation, with its principal place of business located at 109 East Olive, Bloomington, Illinois 61701 (“Landlord”), and Citizens Equity First Credit Union, an Illinois credit union, with its principal place of business located at 5401 W. Dirksen Parkway, Peoria, Illinois 61656-1715 (“Tenant”).

**WITNESSETH:**

**WHEREAS**, pursuant to the terms of that certain Bloomington Sports and Entertainment Center Advertising and Signage Agreement (the “Agreement”) dated as of March 16, 2004, Landlord and Central Illinois Arena Management, Inc., an Illinois corporation agreed, in exchange for the payment of certain fees set forth in more detail therein, to grant or cause to be granted to Tenant certain rights with respect to the Project, as defined in the Agreement, including the right to ground lease a portion of the property on which the Project was constructed for the purpose of installing and operating one or more automated teller machines, automated cash dispensers, or similar electronic fund transfer system components (collectively, the “ATM”); and

**WHEREAS**, due to the Project design, Tenant was unable to install and operate such ATM; and

**WHEREAS**, Landlord and Tenant have agreed to an alternate location for such ATM, at property owned by Landlord within the Bloomington Cultural District, and bounded by Locust Street and East Street, as shown on the plan attached hereto as Exhibit A (the “Property”), in lieu of providing a location for such ATM at the Project; and

**WHEREAS**, Landlord and Tenant wish to set forth the terms and conditions under which a ground lease for such ATM will be granted, and such ATM will be installed and operated.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED as follows:

**ARTICLE I**

**Demised Premises and Term**

1.01 Landlord hereby leases unto Tenant and Tenant hereby rents from Landlord, that portion of the Property labeled “Demised Premises” and shown by cross-hatching on the plan attached hereto as Exhibit B and made a part hereof (“Demised Premises”), together with all rights incident to the Demised Premises, including, but not limited to, easements and rights of way and the right to run lines and connections for utility services, as herein defined, over or under the surface of the Property as reasonably necessary for the construction, operation and use of the Tenant’s Improvements, as herein defined.

1.02 The term of this Ground Lease (as it may be renewed or extended, the “Term”) shall commence on the Commencement Date, and end at 11:59 p.m. on the “Termination Date” as defined in the Agreement, as that date may be extended pursuant to the terms thereof, subject to renewal pursuant to Article XV.

**ARTICLE II**

**No Rent Obligation**

2.01 In consideration of Tenant’s execution and delivery of the Agreement, the payments made and to be made by Tenant thereunder, and the benefits to Landlord arising from

the presence of an ATM at the Property, Tenant shall be entitled to occupy the Demised Premises in accordance with the terms of this Ground Lease without any obligation to pay rent therefor.

### **ARTICLE III**

#### **Use of Demised Premises**

3.01 The Demised Premises shall be used and occupied by Tenant for access to and installation, maintenance, repair and operation of one or more drive-up ATM.

### **ARTICLE IV**

#### **Zoning; Improvements**

4.01 Landlord represents to Tenant that the use set forth in Section 3.01 is a permitted use of the Demised Premises under the terms of the Zoning Ordinance of the City of Bloomington, and that no additional zoning relief or other governmental approval, other than a building permit, is necessary for Tenant to use the Demised Premises as contemplated by this Ground Lease.

4.02 Tenant shall have the right, at its expense, to bring all utility services, as defined herein, to the Demised Premises, and to construct on the Demised Premises a curbed island for vehicle access and staging, a concrete ATM foundation, ATM housing, ATM, lighting, signs (subject to Landlord's approval pursuant to Section 7.01), connections for utility services, and such additional structures and improvements as may be necessary or desirable for the uses permitted by this Ground Lease, including, without limitation, the items set forth on Exhibit C (collectively, the "Tenant's Improvements"). From and after the Commencement Date, Tenant shall have the right to enter the Property for the purpose of constructing the Tenant's Improvements.

### **ARTICLE V**

#### **Common Areas**

5.01 Landlord grants to Tenant and Tenant's agents, employees and invitees, a non-exclusive right and license to use all portions of the Property customarily made available to the public by Landlord, including, without limitation, parking lots, entrances to parking lots, sidewalks and all access points thereto (the "Common Areas").

### **ARTICLE VI**

#### **Maintenance and Operation; Utilities**

6.01 Landlord will, at its expense, operate and maintain the Property, including Common Areas and the Demised Premises, as a first class parking lot, and keep the Property, including Common Areas and the Demised Premises, in neat and orderly condition, free from snow, ice and debris. Landlord will, at its expense, promptly make, or cause to be made, all reasonably necessary repairs and/or replacements to the Property, including, without limitation, repairs and/or replacements to the surface of the parking lot, and all landscaping.

6.02 Notwithstanding the foregoing, Tenant will be responsible for the operation, maintenance, repair and/or replacement of the Tenant's Improvements and will maintain the ATM in operable condition, except for damage to any of the foregoing caused by the negligence of Landlord or Landlord's agents, employees or invitees, which Landlord will promptly repair or replace, at its expense.

6.03 Tenant may initiate, contract for and obtain in its name, all utility services required on the Demised Premises. As used in this Ground Lease, the term “utility services” includes gas electric, water, sewer, drainage, telephone and garbage services.

## **ARTICLE VII**

### **Signs**

7.01 Tenant shall have the right to place on the Demised Premises and Tenant’s Improvements, such signs as Tenant deems necessary and proper in the conduct of its business, subject to Landlord’s reasonable approval, not to be unreasonably withheld, delayed or conditioned. In addition, Tenant shall have the right, at its option, to place up to three (3) additional signs on the Property advertising the availability and location of the ATM and displaying Tenant’s corporate logo and markings or other logos or markings selected by Tenant, with the size and placement of such sign subject to the reasonable approval of Landlord, not to be unreasonably withheld, delayed or conditioned.

## **ARTICLE VIII**

### **Possession and Quiet Enjoyment**

8.01 Landlord warrants and covenants that it is the owner in fee simple of the Property, including the Demised Premises, and has full right and power to enter into this Ground Lease for the full Term and upon all the conditions herein contained, that it will deliver full and complete possession of the Demised Premises on the Commencement Date, and that Tenant, on performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the Term and Tenant may presume, in the absence of written notice to the contrary, that Landlord’s ownership shall continue throughout the Term.

## **ARTICLE IX**

### **Untenantability**

9.01 If the Demised Premises or the Tenant’s Improvements are made wholly untenable by fire or other casualty, or the Property is so damaged that access to the Demised Premises is materially impaired, then either Landlord or Tenant may elect to terminate this Ground Lease as of the date of the fire or casualty by notice within thirty (30) days after that date. If neither Landlord nor Tenant elects to terminate this Ground Lease, then Landlord shall, at its expense, repair, restore or rehabilitate the improvements on the Property, within ninety (90) days after the date of the fire or casualty, except that Tenant shall be responsible for repairing, restoring or rehabilitating the Tenant’s Improvements, at Tenant’s expense. If Landlord elects to so repair, restore or rehabilitate the improvements on the Property and does not substantially complete the work within the ninety (90) day period, Tenant may elect to terminate this Ground Lease by notice to Landlord.

9.02 If the Demised Premises or the Tenant’s Improvements shall be partially damaged by fire or other casualty, the Demised Premises shall be restored, repaired or rehabilitated by and at the expense of Landlord, except for the Tenant’s Improvements, which shall be restored or rehabilitated by and at the expense of Tenant. In no event shall Tenant be required to spend monies to repair the fire or other casualty damage if fewer than twelve (12) months remain in the Term. In all cases, due allowance shall be made for delay which may be caused by unavoidable delays, as hereinafter defined.



**ARTICLE X**

**Eminent Domain and Condemnation**

10.01 If any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or if any part of the Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose such that access to the Demised Premises is materially impaired, Tenant shall have the right to terminate this Ground Lease without further obligation on its part, effective as of the date title passes to the acquiring or condemning authority, and to seek compensation from the acquiring or condemning authority for the loss of Tenant's leasehold estate, Tenant's fixtures, relocation expenses, business interruption losses, and any other loss or damage suffered by Tenant in connection therewith.

**ARTICLE XI**

**Notices**

11.01 All notices provided by this Ground Lease shall be made in writing either (a) by actual delivery of the notice to the parties entitled thereto, or (b) by the mailing of the notice in the United States mail, postage prepaid, to the address of the parties entitled thereto, registered or certified mail, return receipt requested. The notice described in (a) above shall be deemed to be received on the date of its actual delivery to the parties entitled thereto and the notice described in (b) above shall be deemed to be received on the date shown as received on the postal return receipt.

11.02 All notices, demands or other communications to any of the parties to this round Lease shall be addressed as follows:

Landlord:       The City of Bloomington, Illinois/Bloomington Cultural District  
                  107 East Chestnut Street  
                  Bloomington, Illinois 61701  
                  Attn: Bruce Marquis  
                  Executive Director

Tenant:           Citizens Equity First Credit Union  
                  5401 W. Dirksen Parkway  
                  Peoria, Illinois 61656-1715  
                  Attn: Terry Lake  
                  Vice President

Either party may, from time to time, change the address to which its notices are to be sent by giving notice of such changed address to the other party in accordance with the requirements of this Article XI.

**ARTICLE XI**

**Default**

12.01 If Tenant shall fail to perform any of the other covenants, conditions or agreements in this Ground Lease on the part of Tenant to be performed, and such failure continues for a period of thirty (30) days after Tenant shall have received from Landlord notice in writing of such default, unless such default is unable to be cured within such thirty (30) day period, in which event Tenant shall have such longer period as may reasonably be required,

provided that Tenant commences and diligently pursues such cure; then and in such case, it shall and may be lawful for Landlord, at Landlord's option, by any appropriate legal action or proceedings, to terminate this Ground Lease.

12.02 If Landlord shall fall to perform any of the covenants, conditions or agreements in this Ground Lease on the part of Landlord to be performed, and such failure continues for thirty (30) days after Landlord shall have received from Tenant notice in writing of such default then and in such case, Tenant may, at its option, (a) terminate this Ground Lease and pursue any and all rights, remedies or causes of action it may have, or (b) cure such default, in which event Tenant shall be entitled to reimbursement from Landlord on demand for any amounts expended by Tenant in connection with curing such default.

12.03 As used in this Ground Lease, the term "unavoidable delays" shall mean delays due to strike, lockout, insurrection, fire, casualty, act of God, future order of any government, court or regulatory body having or claiming jurisdiction, act of public enemy war riot, inability to procure materials or labor by reason of priority or similar regulations or orders of any government or regulatory body or interference or delay by Landlord or anyone acting at the direction of or in concert with Landlord, or other delay due to circumstances inhibiting reasonable ability to act.

### **ARTICLE XIII**

#### **Holding Over and Surrender**

13.01 This Ground Lease shall terminate without further notice upon the expiration of the Term, and any holding over by Tenant after the expiration of the Term shall not constitute a renewal hereof or give Tenant any rights hereunder or in or to the Demised Premises, except as otherwise herein provided.

13.0 Upon the expiration of the Term, or upon any earlier termination of this Ground Lease, Tenant shall surrender the Demised Premises into the possession and use of Landlord without delay. Where furnished by or at the expense of Tenant, fixtures, furniture, furnishings, equipment and Tenant's Improvements may be removed by Tenant upon such expiration or earlier termination, provided that Tenant repairs any material damage caused by such removal and restores the Demised Premises to paved, level grade.

### **ARTICLE XIV**

#### **Taxes and Insurance; Indemnification**

14.01 Landlord shall be obligated to pay the general real estate taxes and all general or special assessments or levies on the Property, including the Demised Premises.

14.02 Landlord at its expense shall procure and maintain during the Term the following insurance coverages:

- (a) property insurance on the Property including, without limitation, fire, extended coverage and all-risk hazard insurance, in an amount equal to its full replacement value, and with a deductible not to exceed \$1,000.00;
- (b) Commercial General Liability Insurance (Occurrence Coverage) with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury or death and property damage;

- (c) Worker's Compensation and Employer's Liability Insurance providing benefits as required by applicable law with a minimum limit of \$1,000,000 per occurrence or limits set by applicable law, whichever is greater; and
- (d) Business Automobile Liability Insurance (Occurrence Coverage) for owned, non-owned, and hired automotive equipment with a minimum combined single limit liability of \$1,000,000 for each occurrence for bodily injury and property damage.

Further, Landlord shall require each contractor performing work on the Property during the Term to procure and maintain the insurance coverages set forth in subparagraphs (b), (c) and (d), naming Tenant as additional insured and loss payee. Upon request, Landlord shall provide Tenant certificates evidencing the existence of said coverages and providing that the recipient of the certificates shall receive not less than ten (10) days prior notice of any change in or cancellation of the policies or coverage thereunder.

14.03 Tenant at its expense shall procure and maintain during the Term the following insurance coverages:

- (a) property insurance on the Demised Premises including, without limitation, fire, extended coverage and all-risk hazard insurance, in an amount equal to the full replacement value of the Tenant's improvements, and with a deductible not to exceed \$1 000 00; and
- (b) Commercial General Liability Insurance (Occurrence Coverage) with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury or death and property damage.

Upon request, Tenant shall provide Landlord certificates evidencing the existence of said coverages and providing that the recipient of the certificates shall receive not less than ten (10) days prior notice of any change or cancellation of the policies or coverage thereunder.

14.04 Notwithstanding any other provision of this Ground Lease to the contrary, each party to this Ground Lease hereby waives any rights of recovery against the other for injury or loss on account of hazards covered by insurance required to be carried under this Ground Lease (whether or not self-insured) to the extent of the amount of insurance proceeds that party would have received under that insurance if that party had maintained all insurance it is required to maintain under this Ground Lease; provided, however, that this release shall not be applicable to the portion of any damage which is not reimbursable by the damaged party's insurer because of the "deductible" permitted hereunder in the damaged party's insurance coverage.

14.05 All policies of property insurance required to be carried by either party for the Property or the Demised Premises, or personal property or fixtures in the Property or the Demised Premises, shall include a clause or endorsement denying to the insurer the rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

14.06 Tenant shall, to the extent permitted by law, protect, defend, indemnify and hold harmless Landlord, and Landlord's employees and agents (each, a "Tenant Indemnified Party") from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, interest and causes of action, including reasonable attorneys' consultants' and experts' fees and court costs (collectively, the "Damages"), directly or indirectly arising out of, resulting

from or related to claims for personal injury or death, or for damage to or loss of tangible property, of persons other than Landlord or Tenant, resulting from, or in connection with, the performance or non-performance by Tenant of its obligations under this Ground Lease, or Tenant's operations at the Demised Premises or the Property, including claims regarding negligence, whether caused in whole or in part by Tenant, or Tenant's agents, officers, directors, employees, contractors, subcontractors or suppliers; provided, that Tenant shall not be liable for, and shall not be obligated to indemnify any Tenant Indemnified Party against, any such claims to the extent such claims result from (a) the negligence or willful misconduct of any Tenant Indemnified Party, or (b) any failure of Landlord to perform its obligations under this Ground Lease.

14.07 Landlord shall, to the extent permitted by law, protect, defend, indemnify and hold harmless Tenant, each of Tenant's affiliates and subsidiaries, and the agents, officers, directors, employees, permitted successors and assigns of each of the foregoing (each, a "Landlord Indemnified Party") against Damages, directly or indirectly arising out of, resulting from or related to claims for personal injury or death, or for damage to or loss of tangible property, of persons other than Tenant or Landlord, resulting from, or in connection with, performance or non-performance by Landlord of its obligations under this Ground Lease, or its ownership or maintenance of, or operations at, the Demised Premises or the Property, including claims regarding negligence, whether caused in whole or in part by Landlord, or Landlord's agents, employees, contractors, subcontractors or suppliers; provided, that Landlord shall not be liable for and shall not be obligated to indemnify any Landlord Indemnified Party against, any such claims to the extent such claims result from (a) the negligence or willful misconduct of any Landlord Indemnified Party, or (b) any failure of Tenant to perform its obligations under this Ground Lease.

## **ARTICLE XV**

### **Automatic Renewal; Termination Upon Termination of Agreement**

15.01 The Term will automatically renew for successive one (1) year periods, unless Landlord or Tenant shall give notice of their intent not to renew, not less than, one hundred twenty (120) days prior to the expiration of the Term, as it may be extended.

15.02 Notwithstanding any other provision of this Ground Lease, Tenant may terminate this Ground Lease in the event Tenant terminates the Agreement pursuant to its terms, effective upon the termination of the Agreement.

## **ARTICLE XVI**

### **Automated Teller Machine**

16.01 Notwithstanding any other provision of this Ground Lease, Tenant shall have the right to remove, at any time, whether prior to or after the termination of this Ground Lease, any ATM, or its equivalent, installed by Tenant on the Demised Premises. Title to and all rights in any ATM shall remain in Tenant at all times prior to and after termination of this Ground Lease.

16.02 Landlord, its agents, employees or servants, shall not interfere in any way with the operation of the ATM, or its equivalent, Stalled by Tenant on the Demised Premises. In the event Tenant defaults under this Ground Lease, Landlord shall have no right to levy on, attach, seize or remove any ATM, or its equivalent, or any other of Tenant's Improvements located on the Demised Premises.

## **ARTICLE XVII**

### **Exclusive Rights**

17.01 Landlord represents and warrants that no individual or entity other than Tenant has any right to use any portion of the Property for any Financial Services Use. As used herein, a "Financial Services Use" means a use involving the retail provision of financial services, including, without limitation any use (a) for one or more automated teller machines, automated cash dispensers or other electronic funds transfer system components or other machines or devices used for conducting financial transactions; or (b) by any bank savings and loan association, savings bank or credit union, or any affiliate of any of the foregoing, including, without limitation, a mortgage brokerage business or service; or (c) by a mortgage brokerage business or service not affiliated with any of the institutions described in subsection (d) hereof; or (e) by any broker or dealer of stocks, bonds or other securities, as those terms are defined in the Securities Act of 1933 or the Securities Exchange Act of 1934.

17.02 Landlord (a) shall not lease, rent, or permit any other portion of the Property to be used for one or more ATMs or similar devices; and (b) Landlord shall not lease, rent, or permit any portion of the Property or of any other property owned, directly or indirectly, by Landlord, or any partner or affiliate of Landlord, or any partner, beneficiary, director, officer, shareholder, owner or successor of Landlord or any partner or affiliate of Landlord, within twenty (20) feet of the Property, to be used for the advertisement, in any way, whether by permanent or temporary means, of any Financial Services Use or of any provider of any Financial Services Use.

17.03 If Landlord shall breach the provisions of Section 17.02, Tenant must give Landlord written notice of such breach and grant Landlord thirty (30) days to correct such breach. If Landlord fails to correct such breach within such thirty (30) day period, then Tenant shall have all legal rights available against Landlord to recover any damages incurred by Tenant and to seek injunctive relief prohibiting Landlord from continuing or renewing any breach of such provision, and Tenant may, at its option, elect to terminate this Ground Lease, without penalty.

## **ARTICLE XVIII**

### **Lease Termination by Tenant**

18.01 If at any time during the Term any federal or state legislature or any federal, state or municipal agency or court authority shall pass or enter any law or regulation or ruling which restricts the operation of credit union automated teller machines, automated cash dispensers, or similar electronic fund transfer systems, then Tenant shall have the right, at its election, to terminate this Ground Lease without any penalty.

## **ARTICLE XIX**

### **Reciprocal Easement Agreements and Utility Easements**

19.01 The Landlord covenants, warrants and agrees, at the request of the Tenant, from time to time, to execute and deliver to the Tenant, in recordable form within fifteen (15) days after notice from the Tenant to do so, one or more reciprocal easement agreements running with the land reasonably necessary for the construction, operation and use of the Tenant's Improvements, provided such agreements do not materially interfere with Landlord's use of the Property. This Ground Lease is made subject and subordinate to all such reciprocal easement agreements. The Landlord agrees that it will not unreasonably withhold its consent to, and that it

will execute in recordable form, any modification(s) or termination requested by Tenant of any reciprocal easement agreement so made.

19.02 Each party, at the request and expense of the other, covenants and agrees promptly to join with the other in the execution of such instruments, in recordable form, as the other may request for using and granting easements and rights of way in, on, under and over the Demised Premises or the Property, as the case may be, for public and other utilities, including, without limitation gas telephone, water, sewage, power, drainage and electricity and for the maintenance and repair thereof, provided such easements and rights of way do not materially interfere with such party's use of the Demised Premises or Property, as the case may be.

## **ARTICLE XX**

### **Environmental Matters**

20.01 Landlord warrants and represents that, to its best knowledge, any use, storage, treatment, or transportation of Hazardous Substances, as defined herein, which has occurred in or on the Property before the date hereof has been in compliance with all applicable federal, state and local laws, regulations, and ordinances. Landlord additionally warrants and represents that, to its best knowledge, no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Property and that the Property is free of Hazardous Substances as of the date hereof.

20.02 Landlord agrees to indemnify and hold harmless the Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) arising during or after the Term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Property, unless the Hazardous Substances are present as a result of the acts of Tenant, or Tenant's agents, employees or contractors. Without limiting the foregoing, this indemnification shall include any and all costs incurred because of any investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. This indemnification shall specifically include any and all costs due to Hazardous Substances which flow, diffuse, migrate, or percolate into, onto, or under the Property.

20.03 Tenant agrees to indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultants, and expert fees) arising during or after the Term from or in connection with any release of Hazardous Substances in or on the Property, by Tenant, or Tenant's agents, employees or contractors. Without limiting the foregoing, this indemnification shall include any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

20.04 As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and/or which is regulated by any local government, the State of Illinois, or the United States government. "Hazardous Substance" includes any and all materials or substances which are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance," pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs") and oil, petroleum and their byproducts.

**ARTICLE XXI**  
**General Provisions**

21.01 If any term, covenant or condition of this Ground Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided, however, that in no event shall Tenant be obligated to perform those covenants to be performed by Tenant under this Ground Lease unless it enjoys quiet and peaceful possession of the Demised Premises.

21.02 No term covenant or condition of this Ground Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing signed by the waiving party. The waiver of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term covenant or condition on any subsequent breach of the same or of any other term, covenant or condition herein contained. The taking of any action hereunder by Tenant shall not be deemed to be a waiver of any preceding breach by Landlord of any term, covenant or condition of this Ground Lease, regardless of Tenant's knowledge of such preceding breach at the time of taking such action.

21.03 This Ground Lease shall be construed under and governed by the laws of the State of Illinois.

21.04 Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of the other party's defaults under or violation of any of the terms and provisions of this Ground Lease.

21.05 All terms, covenants, conditions and options in this Ground Lease shall be binding upon and inure to the benefit of the parties to this Ground Lease and their respective personal representatives, successors, assigns, heirs, devisees, executors and administrators and the grantees of the Landlord. None of the rights, privileges, options and grants to Tenant are personal only to Tenant, but all of same shall run with the land and shall inure to the benefit of the holder from time to time of the Tenant's interest under this Ground Lease.

21.06 Landlord acknowledges that, notwithstanding the execution of this Ground Lease by Tenant, Tenant's obligations under this Ground Lease are expressly contingent upon and subject to the approval of Tenant's Board of Directors.

**IN WITNESS WHEREOF** Landlord and Tenant, through their duly authorized representatives, have caused this Ground Lease to be executed as of the Execution Date.

THE CITY OF BLOOMINGTON,  
ILLINOIS, an Illinois municipal  
Corporation "Landlord"

CITIZENS EQUITY FIRST CREDIT  
UNION, an Illinois credit union,  
"Tenant"

Stephen F. Stockton  
By: James R. Finnegan  
Mayor

Terry Lake  
Its: Vice President

ATTEST:

By: Tracey Covert  
Its: City Clerk

ACCEPTED AS TO FORM:

By: Todd Greenburg  
Its: City Attorney

(EXHIBIT A THE PROPERTY, EXHIBIT B THE DEMISED PREMISES AND EXHIBIT C TENANT'S IMPROVEMENTS ARE ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Ground Lease Agreement with CEFUCU be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of 1302 South Morris Street

There are four (4) parcels of property on the south side of Tanner Street lying between the Miller Park lagoon and Forest Park that the City needs to acquire. The property is needed to upgrade and realign Tanner Street to handle traffic after the State closes Springfield Road and to improve the intersection of Tanner Street and Morris Avenue. All of the property is not needed for the road but any surplus land can be incorporated into Forrest Park.

John Winker owns the property at the corner of Tanner and Morris. This is a two (2) acre parcel that was the site of the former Shady Knoll Mobile Home Park. The park was closed several years ago, but there is a single family home on the property that Mr. Winker occupied until he



decided to relocate. Mr. Winker has agreed to sell the land with improvements to the City for a total purchase price of \$170,000. This equates to a payment of \$2.00 per square foot and is in keeping with the price paid for other property needed for this project. Staff had the property appraised several years ago in anticipation of this acquisition and the Mr. Winker's asking price is supported by that appraisal. Staff believes the price to be paid is just compensation for the take and respectfully recommends Council approval.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Tom Hamilton  
City Manager

Seller: John W. Winker

Buyer: City of Bloomington

Social Security No. or FEIN

Social Security No. or FEIN

Address: 3343 Dana Drive  
City/State/Zip: Decatur, IL 62526

Address: 109 E. Olive Street  
City/State/Zip: Bloomington, IL 61701

Attorney/Telephone/Fax:  
Street, P.O. Box:  
City/State/Zip:

Attorney/Telephone/Fax: Hannah Eisner  
Street, P.O. Box: 109 E. Olive Street  
City/State/Zip: Bloomington, IL 61701

**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 John W. Winker, hereinafter referred to as Seller, and City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

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

The West ½ of Lot 3 and all of Lot 4 in County Clerk's Subdivision of Lot 6 in the Subdivision of the Southeast Quarter of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

with improvements, commonly known as 1302 S. Morris Avenue located thereon, to Buyer, who agrees to pay \$170,000.00 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 1<sup>st</sup> 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 AND POSSESSION:** Seller will cause fee simple title to the 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 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.~~

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:** Buyer shall pay all general real estate taxes assessed for 2006 and subsequent years.

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:** (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.
  - 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 r transfer fees incurred as a result f Buyer as or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements f the R al 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 (125 ILCS CM, 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. *Seller shall have option of removing the mobile home/trailer located on the property or abandoning it in place. If Seller elects to abandon the mobile home/trailer, Seller shall provide Buyer with Certificate of Title and/or execute a Bill of Sale transferring all of Seller's right title and interest in the mobile home/trailer to Buyer for no additional consideration.*

H. *All well equipment shall remain on the property and be transferred to Buyer as part of the improvements being sold pursuant to this Contract.*

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, Buyer'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.

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

John W. Winker

Stephen F. Stockton 07/16/07

Tracey Covert 07/16/07

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Contract for the Sale of Real Estate between John Winker and the City for the purchase of 1302 South Morris Street in the amount of \$170,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waste Disposal Contract Extension

The current ten (10) year waste disposal contract with American Disposal expires on March 1, 2008. The City and Town of Normal jointly negotiated this contract. American Disposal has proposed a five (5) year contract extension with annual increases per ton of 4%. All other provisions of the contract would remain the same. The current charge per ton is \$35.47. This contract extension would apply to both The City and the Town of Normal.

The proposed increase rate would be:

March 1, 2008 – February 28, 2009 = \$36.89 per ton

March 1, 2009 – February 28, 2010 = \$38.36 per ton  
March 1, 2010 – February 28, 2011 = \$39.90 per ton  
March 1, 2011 – February 28, 2012 = \$41.49 per ton  
March 1, 2012 – February 28, 2013 = \$43.15 per ton

Staff has reviewed the performance of American Disposal during the current ten (10) year contract and determined that American Disposal has consistently met all contractual requirements. Staff respectfully recommends that the five (5) year contract extension with American Disposal be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

\*note: The Town of Normal approved this contract extension at the June 4, 2007 Council meeting.

Respectfully,

Rick Clem  
Director of Public Service

Tom Hamilton  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the five (5) year contract extension with American Disposal be approved on a per ton basis, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Supplemental License Agreement with Norfolk and Southern Railroad for Sewage Force Mains to Cross Under the Track at Towanda Barnes Road

The force mains that serve the sanitary sewer pump station for the Grove on Kickapoo Creek Subdivision will cross perpendicular to the Norfolk and Southern Railroad (NSRR) at Towanda Barnes Road, approximately one half (1/2) mile south of Ireland Grove Road. Given this

crossing, an Application for Pipe or Wire Occupancy was presented to and approved by Council on September 11, 2006, and subsequently sent to the subject railroad's agent, DMJM Harris. DMJM Harris approved our crossing of the railroad and sent a License Agreement. The License Agreement was approved by Council on December 26, 2006.

After the force main contract was executed, the contractor, George Gildner, Inc., informed us the casing pipes were too small for the carrier pipes specified. Staff decided to revise the type of carrier pipe being used and sent DMJM Harris revised pipe data sheets and plans. DMJM Harris has now sent a Supplemental Agreement. This Supplemental Agreement will need to be signed in duplicate by the Mayor and returned to DMJM Harris with one (1) check. This check will need to be written in the amount of \$250 made payable to DMJM Harris. The check covers the administrative, engineering and agreement preparation fee.

Staff respectfully requests that Council approve the Supplemental Agreement with Norfolk Southern Railway Company and fee in the amount of \$250, and further that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made from the Sewer Depreciation Fund (X52200-72550).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

THIS SUPPLEMENTAL AGREEMENT between Norfolk Southern Railway Company, a Virginia Corporation, hereinafter referred to as "Railway", and the City of Bloomington, a political subdivision of Illinois, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee and Railway, entered into a License Agreement dated January 26, 2007, hereinafter referred to as "License Agreement", for the installation and occupation of a 16-inch ductile iron sanitary sewer pipe encased in a 26-inch steel pipe and a 12-inch ductile iron sanitary sewer pipe encased in a 20-inch steel pipe crossing Railway's Franklin-Farmdale Line, Milepost SP-369.31 located in the Brokaw, McLean County, Illinois; and

WHEREAS, Licensee has requested that the subject License Agreement be revised to reflect a change in the carrier pipes material from ductile iron to PVC and Railway has no objection to granting Licensee's request;

NOW THEREFORE, the parties hereto agree that the identification and description of the occupation as covered in the subject License Agreement shall be superseded to read as follows:

WHEREAS, Licensee proposes to install, maintain, operate and remove a 16-inch PVC sanitary sewer pipe encased in a 26-inch steel pipe and a 12-inch PVC sanitary sewer pipe encased in a 20-inch steel pipe located on, under, and across the right of way and track of

Railway at Milepost MSP-369.31, Franklin-Farmdale Line at or near Brokaw, McLean County, Illinois, the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibits A, dated May 10, 2007 and Pipe Data Sheet attached hereto and made a part hereof (hereinafter called "Facilities").

The additional privilege herein granted shall be subject to all of the terms, conditions and provisions of the subject License Agreement insofar as they are applicable thereto, to the same extent and with like effect as if it had been granted by and included in said Agreement in the first instance.

This Supplemental Agreement shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies the subject License Agreement as herein provided, but not otherwise.

IN WITNESS WHEREOF, the said parties hereto have executed this Supplemental Agreement in duplicate, each part being an original, as of the 18<sup>th</sup> day of July, 2007.

Witness: Norfolk Southern Railway Company

Nancy L. Smith  
As to Railway:

By:  
Real Estate Manager

Witness:

City of Bloomington

Tracey Covert  
As to Licensee

Stephen F. Stockton  
By: James R. Finnegan  
Title: Mayor

(EXHIBIT A AND PIPE DATA SHEET ARE ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Supplemental Agreement and payment of \$250 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**



To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposed Sewer Main Extension Agreement from Douglas Means and Mikelean Means Located On Lots 12-15 in the Subdivision of the Northwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, a/k/a 1406 Six Points Road (Tax ID 21-17-126-034 in part) in McLean County, Illinois

Douglas Means and Mikelean Means, who own Lots 12-15, a/k/a 1406 Six Points Road have requested permission to tap-on to the City's Sewer Main to serve this property. They have paid one-third (1/3) of the tap on fee required and signed a Sewer Main Extension Agreement.

Staff respectfully recommends Council approve a Sewer Main Extension Agreement with Douglas Means and Mikelean Means, who own Lots 12-15 in the Subdivision of the Northwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, a/k/a 1406 Six Points Road (Tax ID 21-17-126-034 in part) in McLean County, Illinois, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

### **SEWER & PROPOSED SEWER MAIN EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of June, 2007, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and , Douglas Means and Mikelean Means, owners of the real property hereinafter described and hereinafter called "CUSTOMER", WITNESSETH:

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

1. CITY agrees to plan, supervise and permit the construction of an 8 inch sewer main to be extended along the street(s) and highway (s) known as Szarek Drive for use of the CUSTOMER in obtaining sewer service from the sewer reservoir and sewer main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

EXCEPT for the South 4.00 acres there from of the following described tract: A part of Lots 12, 13, 14 and 15 and 7.39 acres off the North side of Lot 16 in the Subdivision of the Northwest

Quarter (1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois according to the plat thereof recorded in Book 37 of Deeds, page 93, EXCEPTING there from the West 332 feet of said Lots 12, 13, 14, and 15 and 7.39 acres off the North side of Lot 16 according to Warranty Deed 21827 recorded in Book 573 of Deeds, page 155, ALSO EXCEPTING therefrom that part of said Lots 12, 13, 14 and 15 and 7.39 acres off the North side of Lot 16 recorded as part of Szarek's Subdivision of a part of the Northeast and Northwest Quarters of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing at an iron pin at the Northwest Corner of said Lot 12; thence, easterly along the North Line of said Lot 12, 332 feet; thence, Southerly, 15.72 feet along a line forming an angle to the right of 268 degrees, 52 minutes, 52 seconds with the last described course to an iron pin on the south right-of-way line of County Highway 26, commonly known as Six Points road the point of beginning; thence continuing southerly along the last described course, 296.03 feet to an iron pin; thence, Easterly, 564.83 feet along a line forming an angle to the right of 91 degrees 07 minutes 02 seconds with the last described course to an iron pin on the West Right-of-Way Line of Szarek Drive; thence, Northerly 295.98 feet along the West Right-of-Way Line of Szarek Drive; said line forming an angle to the right of 89 degrees 49 minutes 37 seconds with the last described course to an iron pin on the South Right-of-Way Line of County Highway 26; thence, Westerly, 569.71 feet along the South Right-of-Way Line of County Highway 26, said line forming an angle to the right of 90 degrees 10 minutes 23 seconds with the last described course, to the Point of Beginning, in MCLEAN COUNTY, ILLINOIS.

PIN# 21-17-126-034 (PART OF)	A/K/A 1406 Six Points Road	Approximately .86 Acres
(Tax I.D. No.)	(Street Address)	

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

2. CUSTOMER agrees to pay his share of the cost of the sewer main completed as follows: the total cost of the sewer main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER's contribution is \$5398.27 payable in advance, or the CUSTOMER agrees that he may pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the sewer main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect sewer if any payment is more than 30 days past due.

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

4. CUSTOMER certifies that Douglas Means and Mikelean Means are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Sewer Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue sewer service to said property and may refuse and continue to refuse sewer service to such property until all such annexations have been completed.

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

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

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

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

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

Douglas Means and Mikelean Means  
(Applicant Signature)

STATE OF ILLINOIS        )  
  )ss.  
COUNTY OF MCLEAN        )

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

Given under my hand and notarial seal this 5<sup>th</sup> day of June, 2007, A.D.

Vellon Hale  
(Notary Public)  
My Commission Expires: 10/23/10

ATTEST:

CITY OF BLOOMINGTON

Tracey Covert, City Clerk

Stephen F. Stockton  
By: James R. Finnegan

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Sewer Main Extension Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Resolution on Illinois Telecommunicator Emergency Response Task Force Intergovernmental Agreement

The Illinois Telecommunicator Emergency Response Task Force (IL-TERT) is a state-wide mutual aid system. The purpose of IL-TERT is to provide emergency telecommunications personnel and resources to local governmental entities when their own personnel and resources are exceeded due to natural or man-made disasters. When a natural or man-made disaster occurs, specially trained IL-TERT operators may be dispatched to the area to answer 911 calls, dispatch emergency personnel, and provide any other communication service that local personnel need to handle the situation.

To become a member of IL-TERT, an agency must enter into the standardized Intergovernmental Agreement and have it approved by means of a Resolution or other legal manner. When the Agreement has been executed and adopted by Resolution, the agency is expected to assign at least one (1) of its public safety telecommunications personnel to the program. In the event of a deployment, the deployment of agency personnel assigned to the program is completely voluntary.

Member agencies are also required to demonstrate proof of insurance coverage for comprehensive liability, contractual liability, personal injury, property damage, workers' compensation, and, if applicable, emergency medical services professional liability; or in the alternative proof of self assurance. In addition, each participating agency will be covered by the Indemnification provision (Section IX) of the Intergovernmental Agreement.

At the present time participating agencies are not expected to contribute financially to the program. Grant funding has been obtained to support the initial costs of the planning, training, equipment, overtime, and backfill. In the future, without grant funding, participating agencies would be expected to support the training of its own employees assigned to the program. In case of deployments that are not eligible for state or federal reimbursement, a participating agency would be expected to cover the normal salary and benefits of its employees who are assigned to the deployment. This requirement is similar to any other mutual aid agreement a public safety agency enters into.

Staff respectfully requests that Council approve the Illinois Telecommunicator Emergency Response Task Force Intergovernmental Agreement, and the Resolution be adopted.

Respectfully,

Roger J. Aikin  
Chief of Police

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 63**

**A RESOLUTION OF THE CITY OF BLOOMINGTON AUTHORIZING  
THE EXECUTION OF THE ILLINOIS TELECOMMUNICATOR  
EMERGENCY RESPONSE TASK FORCE  
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with any other unit of local government whether within or outside the State of Illinois; and

WHEREAS, units of local government in Illinois, together with the Illinois Emergency Management Agency (IEMA), have determined that it is in the best interests of the residents of the State of Illinois to establish the Illinois Telecommunicator Emergency Response Task Force (IL-TERT); and

WHEREAS, the purpose of IL-TEAT is to provide emergency telecommunications personnel and resources to a stricken unit of local government when natural or man-made occurrences create emergencies that exceed the resources, equipment and/or telecommunications personnel of that unit of local government; and

WHEREAS, the governing body of the City of Bloomington has determined that it is in the best interests of its residents and emergency service personnel to participate in IL-TERT.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF BLOOMINGTON:

Section 1. That the Mayor of the City of Bloomington is authorized to execute the Illinois Telecommunicator Emergency Response Task Force Agreement. (A copy of said Agreement is attached hereto and made a part hereof.)

Section 2. That the City of Bloomington shall take any and all other actions necessary to effectuate membership in the Illinois Telecommunicator emergency Response Task Force.

THIS RESOLUTION IS ADOPTED THIS 25<sup>TH</sup> DAY OF JUNE, 2007, BY THE VOTE OF THE CITY COUNCIL.

AYES: Alderman Stearns, Huette, Hanson, Sage, Purcell, Finnegan, Gibson, Schmidt, and Fruin.

NAYS:

ABSTAIN:

Stephen F. Stockton  
By: James R. Finnegan  
(Presiding Officer)

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Purcell that the Illinois Telecommunicator Emergency Response Task Force Intergovernmental Agreement be approved and the Resolution adopted.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Brian J. Barnes, Finance Director

Subject: Reimbursement Resolution for the New Fire Station and McGraw Park

In continuation of plans to build a new a new Fire Station and McGraw Park, staff is preparing for the related bond issue to take place after this year. The Council must adopt a Reimbursement Resolution, which would allow the City to be reimbursed for any up fronted costs that may be incurred, up to \$5.5 million, from the bond proceeds when the sale is finalized in the future.

Staff respectfully requests that the Resolution be adopted.

Respectfully,

Brian J. Barnes

Tom Hamilton

Director of Finance

City Manager

**RESOLUTION NO. 2007 - 64**

**A RESOLUTION OF INTENT TO REIMBURSE IN  
CONNECTION WITH CITY OF BLOOMINGTON,  
ILLINOIS CAPITAL IMPROVEMENT FINANCINGS**

WHEREAS, the City of Bloomington, Illinois (the "City") proposes to issue, at one time or from time to time, approximately \$5,500,000 in bonds (the "Bonds") to finance the acquisition, construction and installation of a new fire station and a new park, and related facilities, improvements and costs (collectively, the "Projects"), with respect to which the City may advance its own funds to be reimbursed from proceeds of such Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, as follows:

Section 1. The City intends to issue all or a part of the Bonds to finance all or a part of the Projects and reserves the right to advance its own funds and to reimburse the City for such funds so advanced from proceeds of the Bonds, if, as and when issued.

Section 2. This declaration of intent to reimburse is made under Section 1.150-2 of the Income Tax Regulations.

Upon motion by Alderman Schmidt, seconded by Alderman Purcell, adopted this 25<sup>th</sup> day of June, 2007, by roll call vote, as follows:

Voting "aye" (names): Alderman Stearns, Huette, Hanson, Sage, Purcell, Finnegan, Gibson, Schmidt and Fruin.

Voting "nay" (names):

Absent (names):

Approved June 26, 2007.

Stephen F. Stockton  
By: James R. Finnegan  
Mayor

ATTEST:

Tracey Covert  
City Clerk



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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lake Bloomington Lease Transfer Petition for Lots 5 and 8, Block 25 of Camp Potawatomie from Larry M. and Marie-Antoinette D. Keeran to Larry D. and Susan J. Mizell

Staff has reviewed the Lake Bloomington Lease Transfer Petition and the septic system installation plan for Lots 5 and 8, Block 25 of Camp Potawatomie from Larry M. and Marie-Antoinette D. Keeran to Larry D. and Susan J. Mizell.

Due to the age of the existing system and its inability to be modified to meet current codes, a new system is being constructed on this lot. However, due to a scheduled closing date of June 25, 2007, the system may not be completely finished as of the June 25, 2007 Council meeting. Therefore, the petitioner must notify the Water Department when the new system is constructed and operational, but no later than August 1, 2007.

Staff respectfully requests that Council approve the Lake Bloomington Lease Transfer for Lots 5 and 8, Block 25 of Camp Potawatomie from Larry M. and Marie-Antoinette D. Keeran to Larry D. and Susan J. Mizell contingent upon the new septic system being installed and functional by August 1, 2007.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Petition from Tipton Trails, LLC for Approval of Tipton Storm Drainage Ditch Easement Vacation Plat

A Petition has been received from Tipton Trails, LLC for Approval of an Easement Vacation Plat for Tipton Storm Drainage Ditch. The request is to vacate the existing twenty (20') foot storm drainage ditch easement at the east end of Tipton Trails Subdivision near Litta Court, Sinclair Court and Airport Road. This easement was conveyed to the City for the purpose of providing open ditch flow of stormwater. As construction of Tipton Trails Subdivision has progressed, conveyance of stormwater flow is now achieved in a closed conduit system. Staff has reviewed the Plat and found no conflicts with the existing or proposed public utilities and drainage ways.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Easement Vacation Plat for Tipton Storm Drainage Ditch.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager



**ORDINANCE NO. 2007 - 58**

**AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF  
UTILITY AND DRAINAGE EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Vacation of Storm Drainage Ditch Easement; and

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

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

1. That the Easement Vacation Plat 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 25<sup>th</sup> day of June, 2007.

APPROVED this 26<sup>th</sup> day of June, 2007.

Stephen F. Stockton  
By: James R. Finnegan  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

Vacation of Storm Sewer Easement Grant- Open Ditch  
Legal Description

A part of an easement grant for a storm drainage ditch to the City of Bloomington recorded as Document No. 90-21364 in the McLean County Recorder of Deeds Office being a part of the SE¼ of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, which lies west of a line which is 170.00 feet west of and parallel with the east line of said SE¼, Section 25.

PIN 14-25-403-003.

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from CIP, LLC An Illinois Limited Liability Company, Requesting Approval of a Final Plat for the Airport Park Subdivision 13<sup>th</sup> Addition

A petition has been received from Laurence F. Hundman, Manager of CIP, LLC, An Illinois Limited Liability Company, requesting approval of a Final Plat for the Airport Park Subdivision 13th Addition. This subdivision is commonly located north of the new Central Illinois Regional Airport Terminal site, north of Illinois Route 9, south of Sapphire Lake Subdivision, and west of Towanda Barnes Road.

Staff has reviewed the Final Plat and finds it to be in conformance with the Preliminary Plan approved by Council on November 13, 2000. There are tap on fees required from this subdivision. There is no performance guarantee required as the public improvements in the subdivision are complete.

Staff respectfully recommends that Council accept the Petition and pass an Ordinance approving the Final Plat of the Airport Park Subdivision 13<sup>th</sup> Addition, subject to petitioner paying tap on fees prior to recording of 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 CIP, L.L.C., an Illinois limited liability company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally 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 Airport Park Subdivision 13<sup>th</sup> 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 on said Final Plat.

Respectfully submitted,

CIP, LLC, an Illinois  
Limited Liability Company,  
By: Hundman Management,  
LLC, Its Manager

By: Laurence F. Hundman,  
Chairman

**ORDINANCE NO.2007 - 59**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
AIRPORT PARK SUBDIVISION 13<sup>TH</sup> ADDITION**

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 Airport Park Subdivision 13<sup>th</sup> 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 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 Airport Park Subdivision 13<sup>th</sup> 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 25<sup>th</sup> day of June, 2007.

APPROVED this 26<sup>th</sup> day of June, 2007.

Stephen F. Stockton  
By: James R. Finnegan  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

Legal Description

A part of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of 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 154 in Airport Park Subdivision 2<sup>nd</sup> Addition; thence N.89°-39'-34"E. 200.00 feet to the southeast corner of said Lot 154; thence S.00°-20'-26"E. 150.00 feet on the southerly extension of the east line of Airport Park

Subdivision 2<sup>nd</sup> Addition; thence S.89°-39'-34"W. 200.00 feet to the east right of way line of Ekstam Drive in McGraw Park Subdivision; thence N.00°-20'-26"W.150.00 feet to the Point of Beginning, containing 30,000.00 square feet/0.69 acres, more or less, with assumed bearings given for description purpose only.

**Motion by Alderman Schmidt and seconded by Alderman Purcell that the Final Plat be approved and the Ordinance passed.**

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from John Nord, Trustee of McLean County Land Trust H-313 Requesting Approval of a Final Plat for Revenue Park Subdivision, Lot 1

A petition has been received from John Nord, Trustee of McLean County Land Trust H-313 requesting Council approval of a Final Plat for the Revenue Park Subdivision, Lot 1. This subdivision is located east of Mitsubishi Motorway and north of Old Peoria Court. The Final Plat is in conformance with the Preliminary Plan. There are fees due prior to recording the final plat. Additionally, construction plans have not been approved for this subdivision; therefore this plat shall not be recorded until approved construction plans are received.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Final Plat for the Revenue Park Subdivision, Lot 1, subject to the Petitioner posting the necessary fees, and providing approved construction plans prior to 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 John Nord, Trustee of McLean County Land Trust H-313 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 thereinof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), 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 your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Revenue Park 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: all those listed on the approved Preliminary Plan and any Annexation Agreements of record;
4. That the Final Plat substantially conforms to the Preliminary Plan of said subdivision heretofore approved by the City Council;
5. That your Petitioner hereby dedicates to the public, all public rights of way and easements shown on said Final Plat.

WHEREFORE, your petitioner prays that the Final Plat for the Revenue Park Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

John Nord, Trustee of  
McLean County Land  
Trust H-313

By: John R. Nord, Trustee

**ORDINANCE NO. 2007 - 60**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
REVENUE PARK 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 Revenue Park 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 the Bloomington City Code-1960, as amended: all those listed on the approved Preliminary Plan and any Annexation Agreements of record; 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 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 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 Revenue Park Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.

2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25<sup>th</sup> day of June, 2007.

APPROVED this 26<sup>th</sup> day of June, 2007.

Stephen F. Stockton  
By; James R. Finnegan  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## **EXHIBIT A**

That part of the southwest quarter of Section 36 Township 24 North, Range 1 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of said quarter, thence south 89 degrees 32 minutes 40 seconds east 146.28 feet along the north line of said quarter to a point on the easterly right of way line of U.S. Route 150 as described by a warranty deed recorded as document number 86-4697 at the office of the McLean County Recorder, said point being the true point of beginning; thence continuing south 89 degrees 32 minutes 40 seconds east 479.26 feet along said north line; thence south 01 degrees 09 minutes 36 seconds east 997.40 feet; thence south 88 degrees 50 minutes 24 seconds west 479.07 feet to said right of way line; thence north 01 degrees 09 minutes 36 seconds west 1010.91 feet along said right of way line to the point of beginning. Said lands containing 11.04 acres, more or less, all being situated in Dry Grove Township, McLean County, Illinois.

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

**Alderman Finnegan directed the clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

**MAYOR'S DISCUSSION: None.**

**CITY MANAGER'S DISCUSSION: Barb Adkins, Deputy City Manager, reminded the Council that the second and third Jehovah Witness Conventions would be held at the US Cellular Coliseum on the next two (2) weekends, June 30 – July 2, 2006, and July 7 – 9, 2006.**

**ALDERMEN'S DISCUSSION: Alderman Hanson informed the Council that as the City's new liaison to the Economic Development Council, (EDC), he had attended his first meeting.**

**Alderman Sage questioned receipt of the US Cellular Coliseum report. Barb Adkins, Deputy City Manager, noted within the week. Alderman Sage stated his expectation that the report be received by the 25<sup>th</sup> of the month. His comments were made to underscore previous conversations.**

**Alderman Sage addressed the issue of police staffing in light of recent high profile crimes. He questioned if staff levels matched the budget.**

**Alderman Fruin requested that a Work Session be held in July which would include the Bloomington-Normal Area Convention and Visitors Bureau and the Economic Development Council of the Bloomington Normal Area.**

**Alderman Gibson addressed various issues within the mobile home parks. He noted that mobile home parks involve rental property. However the City has been blamed for these issues, (streets, water, etc.). He questioned the City Code and the City's inspection program. Based upon the number of complaints, he requested a Work Session be scheduled on this topic. Ms. Adkins noted that some issues at the mobile home parks were civil matters, (landlord/tenant issues). Alderman Gibson believed that these issues were being passed off to the tenants as City issues. Ms. Adkins offered to work with Mark Huber, Director – PACE. There is a mobile home park inspector within this department. She did not know the number of mobile homes that were rental property. If an individual entered into a rent to own agreement, the property would not qualify under the City's rental housing program.**

**Alderman Fruin encouraged all to celebrate the coming 4<sup>th</sup> of July. He enjoyed the program hosted by the City's Parks & Recreation Department.**

**Alderman Purcell informed the Council that he had participated in police ride alongs on Friday, June 23<sup>rd</sup>, and Saturday, June 24<sup>th</sup>. He expressed his appreciation to the Police Department for their efforts. He noted the staff's professionalism. He had a new understanding of the department. He found the experience to be rewarding.**

**Alderman Stearns complimented the Public Service Department. She had participated in a refuse crew ride along. She described the staff as hard working. The City was fortunate as it offered the best service.**

**She expressed her concern regarding an armed robbery that had occurred. She complimented the Police Department on its quick response. A police patrol officer was treated and released after same. Public safety could not be compromised. She questioned if this incident was indicative of a trend. She echoed Alderman Sage's comments regarding staffing levels and budget.**

**Alderman Schmidt expressed her belief that there was a plan to ramp up the number of police officers. She believed that the Police Department had grown to approximately 150 uniformed officers over a period of years. She questioned the cost per officer. Chief Aikin stated \$100,000 per year. He noted that one issue was qualified candidates. The City has hired two (2) new police patrol officers today.**

**Chief Aikin addressed the Council. His department was gathering statistics. Alderman Sage requested a follow up police report with a time line. Chief Aikin responded negatively. His staff had been provided with the criteria and would perform the mathematical calculations. All of the questions would not be easy to answer.**

**Alderman Schmidt questioned the impact upon the overall budget. Chief Aikin cited the Police Pension which is funded by property taxes. His staff was working with the Finance Department to have a better understanding of this cost.**

**Alderman Schmidt questioned the capacity of the building. Chief Aikin noted that the facility was filled to capacity. There was no unused space available.**

**Alderman Hanson noted that crime can be cyclical. Chief Aikin encouraged the Council to contact him individually for a private briefing.**

**Alderman Fruin expressed his belief that the cost per police officer was \$80,000 per year. Chief Aikin restated \$100,000 which included a vehicle and insurance. The \$80,000 figure addressed salary, benefits, uniform with equipment, and training. Alderman Fruin questioned the pension cost. Chief Aikin restated that he was unsure. He estimated the figure at ten percent, (10%) of salary.**

**Alderman Finnegan questioned the impact of the Experienced Officer Hiring Program upon these costs. Chief Aikin cited the only difference was attendance at the Police Training Institute.**

**Alderman Stearns expressed her belief that this was the first time that an armed robbery had occurred in a neighborhood, (Downtown). This crime occurred in the shadow of two (2) of the City's major investments, (US Cellular and Center for the Performing Arts). Chief Aikin noted that his department was also looking to technology for assistance. He cited Downtown cameras. Technology could also be used to make the City's parks safer and have a positive impact upon quality of life.**

**Motion by Alderman Huette, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 8:07 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**

**This page intentionally left blank.**