

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, June 11, 2007.

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

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

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

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

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Opening of One Bid for Seeding at Various Locations, 2007-2008

Bids were received by the City Clerk on May 30, 2007 for Seeding at Various Locations, 2007-2008. There is \$25,000 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize the Director of Engineering to open the bid at the June 11, 2007 Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Hanson that the bid be opened at the Council meeting, referred to staff for analysis and reported back to Council prior to the end of the meeting.

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

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

Nays: None.

Motion carried.

The following was presented:

Bob Lenz, Chairman and John Kruger, Vice-chair of the Abraham Lincoln Bicentennial Commission of McLean County, presented an update to the Council. The Commission was approximately a year old. The Commission appreciated City staff's commitment to this project. The long term legacy of Abraham Lincoln was cited. In addition, the role McLean County played in his life was noted. The Commission had undertaken a number of projects. A recent lecture at the McLean County History Museum was cited. This Commission was active without a budget. The Commission was prepared to make a proposal this evening for the long term funding of Lincoln legacy projects. The Commission would apply for state grants and conduct private fund raising.

Mr. Kruger extended his appreciation to the Council. He presented them with a handout. He noted the Commission's membership and cited the number of Lincoln scholars. The bicentennial celebration would be professionally done. A web site had been established which would be connected to other federal and state web sites. A speaker's bureau and a recommended reading list have been established. The Commission's efforts would be supplemented with out of town experts.

Mayor Stockton noted that the initial thrust for the Lincoln Bicentennial had been for a national observance in 2009. He believed that there would be a long term commemoration. He anticipated that additional tasks would be recommended. Lincoln's life in McLean County could be used to promote tourism.

Mr. Lenz concurred with the Mayor's remarks. The Commission was still exploring options/ideas. There was interest in long term legacy projects. He noted that the City's funding of the Looking for Lincoln temporary signs. He believed that there would be state grants. Aldermen Purcell and Stearns attended the presentation held on Thursday, June 7, 2007.

Mayor Stockton expressed his opinion that Central Illinois needed to create an image. This image may involve Mr. Lincoln. He noted that a group of mayors from Central Illinois have met.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Council Proceedings of July 25, 2005 and Council Work Session Minutes of May 21, 2007

The Council Proceedings of July 25, 2005 and Council Work Session minutes of May 21, 2007 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Purcell that the reading of the minutes of the previous Council Proceedings of July 25, 2005 and Work Session Meeting of May 21, 2007 be dispensed and the proceedings approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, 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.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The twelfth and final payment to Peace Meal in the amount of \$2,098 on a contract amount of \$25,000 of which \$25,000 will have been paid to date for work certified as 100% complete for the Peace Meals. Completion date – April 2007.
2. The sixth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666.66 on a contract amount of \$80,000 per year of which \$39,999.96 will have been paid to date for work certified as 50% complete for the McLean County Economic Development. Completion date – December 2008.
3. The first partial payment to Technical Design Services, Inc. in the amount of \$19,253.64 on a contract amount of \$34,386 of which \$16,075 will have been paid to date for work certified as 47% complete for the Needs Assessment Project. Completion date – April 2008.
4. The eighth partial payment to Ratio Architects, Inc. in the amount of \$2,873.82 on a contract amount of \$135,240 of which \$101,543.75 will have been paid to date for work certified as 75% complete for the Miller Park Playground Renovation. Completion date – May, 2007.
5. The fourth partial payment to Laesch Electric, Inc. in the amount of \$33,999 on a contract amount of \$172,846.86 of which \$85,919 will have been paid to date for work certified as 50% complete for the MacArthur at Main & Center Traffic Signals. Completion date – September 2007.

6. The third partial payment to McLean County in the amount of \$3,002.17 on a contract amount of \$100,000 of which \$7,182.08 will have been paid to date for work certified as 7% complete for the City's share of East Side Corridor Study. Completion date - February 2008.
7. The third partial payment to Farnsworth Group in the amount of \$6,361.70 on a contract amount of \$18,900 of which \$14,143.52 will have been paid to date for work certified as 75% complete for the Woodrig Rd. & South Main Street Signals, a/k/a Cedar Ridge IDS. Completion date – July 2007.
8. The sixth partial payment to Stark Excavating, Inc. in the amount of \$318,739.39 on a contract amount of \$2,959,945.10 of which \$955,609.80 will have been paid to date for work certified as 32% complete for the Fox Creek Road & Scottsdale Avenue Improvements. Completion date – October 2007.
9. The ninth partial payment to Gildner Plumbing, Inc. in the amount of \$22,900 on a contract amount of \$621,783 of which \$610,875 will have been paid to date for work certified as 98% complete for the Fox Creek Road 16" Water Main – Beich to Old Cabintown. Completion date – June 2007.
10. The twenty-first partial payment to Farnsworth Group in the amount of \$3,371.75 on a contract amount of \$295,300 of which \$295,088.75 will have been paid to date for work certified as 99% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – September 2007.
11. The second and final payment to The Grove on Kickapoo Creek, LLC in the amount of \$96,846.84 on a contract amount of \$321,261.79 of which \$321,261.79 will have been paid to date for work certified as 100% complete for the Grove on Kickapoo Creek (a/k/a Eastlake Subdivision) West Trunk Sewer Extension. Completion date – June 2007.
12. The first partial payment to Gildner Plumbing, Inc. in the amount of \$23,000 on a contract amount of \$388,479 of which \$23,000 will have been paid to date for work certified as 6% complete for the Division Street CSO Elimination Phase II. Completion date – August 2007.
13. The second partial payment to Gildner Plumbing, Inc. in the amount of \$4,110 on a contract amount of \$51,968 of which \$49,110 will have been paid to date for work certified as 96% complete for the Ridgewood/Fox Creek Sewer Outfall Sanitary Sewer. Completion date – July 2007.
14. The first partial payment to Gildner Plumbing, Inc. in the amount of \$288,256 on a contract amount of \$1,114,445 of which \$288,256 will have been paid to date for work certified as 26% complete for the Sewer and Storm Drain Kickapoo Force Main. Completion date – November 2007.

15. The first partial payment to US Cellular Coliseum in the amount of \$1,225,891.67 on a contract amount of \$3,142,402.80 of which \$1,225,891.67 will have been paid to date for work certified as 39% complete for the Professional Services. Completion date – May 2008.

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

Respectfully,

Tom Hamilton
City Manager

Alderman Fruin questioned payment 6. The third partial payment to McLean County in the amount of \$3,002.17 on a contract amount of \$100,000 of which \$7,182.08 will have been paid to date for work certified as 7% complete for the City's share of East Side Corridor Study. Completion date - February 2008. Tracey Covert, City Clerk, addressed the Council. She noted that this payment included reimbursables. Alderman Finnegan noted that historically this type of item was not broken out. Tom Hamilton, City Manager, addressed the Council. He noted that this payment was for professional services. This type of project was not put out for bid. There generally are design fees plus expenses.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Stephen Stockton, Mayor

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

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

Roger D. Elliott, 212 Doud Dr., Normal. His term will expire 4/30/2010.

Tony Jones, 2103 Clearwater Ave. His term will expire 4/30/2010.

Chad Tattini, MD, 2311 Holbrook Dr., Normal. His term will expire 4/30/2010.

Respectfully,

Stephen F. Stockton
Mayor

Mayor Stockton introduced Roger Elliot. Mr. Elliot was a local native. He had an office in the historic Downtown. Mr. Elliot was an accountant. He had been an advocate for fine arts education. Mr. Elliot was pleased to serve on the Cultural District Commission. His focus would be on arts education.

Mayor Stockton introduced Tony Jones. Mr. Jones did not consider himself a resident. He had been visiting the City for twenty-two (22) years. He had served as a member of the City's Human Relations Commission, the Urban League, the NAACP, and the Boys and Girls Club. He believed that service to the community had a positive impact on quality of life.

Mayor Stockton introduced Dr. Chad Tattini. Dr. Tattini was home grown. He was a plastic surgeon who began his practice in 2004. He appreciated the Downtown and the arts. He was pleased to be a part of this Commission.

Mayor Stockton expressed his appreciation to these individuals for their willingness to serve. These three (3) gentlemen were fine candidates who would serve the City well.

Motion by Alderman Gibson, seconded by Alderman Purcell that the appointments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive Formal Bid Process for the Purchase of Pulse Oximeters/Carbon Monoxide Monitors

Staff respectfully requests that Council waive the formal bid process and approve the purchase of three (3) model Rad-57 Combination Pulse Oximeter/Carbon Monoxide Monitors with accessories from Masimo Corporation located in Irvine, CA, at a total cost of \$10,701.

This equipment will be utilized by Fire Department EMS personnel to assess Oxygen and/or Carbon Monoxide levels in patients being treated. One (1) unit will be placed on each of three (3) Paramedic SUV response vehicles being placed in service. The equipment is available through a state-wide open purchase contract at a cost of \$3,567 each. Staff budgeted \$15,000 in the FY 07-08 fixed asset budget for this purchase. Payment to be made from Account F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 54

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF RAD-57 COMBINATION PULSE
OXIMETER/CARBON MONOXIDE MONITORS WITH ACCESSORIES FOR THE
FIRE DEPARTMENT FROM MASIMO CORPORATION AT A PURCHASE PRICE OF
\$10,701**

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 Rad-57 Combination Pulse Oximeter/Carbon Monoxide Monitors with accessories Masimo Corporation at a Purchase Price of \$10,701.

ADOPTED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the Rad-57 Combination Pulse Oximeter/Carbon Monoxide Monitors be purchased from Masimo Corporation in the amount of \$10,701, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve the Purchase of Medtronic Defibrillators

Staff respectfully requests that Council waive the formal bid process and approve the purchase of three (3) Medtronic Lifepak 12 defibrillator/monitors with accessories at a total cost of \$53,203.71. The cost is inclusive of a three (3) year on-site inspection and service agreement for each unit. Medtronic Emergency Response Systems is the exclusive source for this equipment at a cost of \$17,734.57 each.

This equipment is used to monitor cardiac rhythms and provide external defibrillation of patients in cardiac arrest. The Fire Department has one (1) of these units in service on each of the five (5) Fire Department ambulances. Staff believes maintaining uniformity of this particular piece of equipment is essential to patient care. One (1) of these units will be placed on each of the three (3) Paramedic SUVs being placed in service. Staff budgeted \$54,000 in the FY 07-08 fixed asset budget for this purchase. Payment to be made from Account F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 55

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF THREE (3) MEDTRONIC LIFEPAK 12
DEFIBRILLATOR/MONITORS WITH ACCESSORIES FOR THE FIRE
DEPARTMENT FROM MEDTRONIC EMERGENCY RESPONSE SYSTEMS AT A
PURCHASE PRICE OF \$53,203.71**

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 three (3) Medtronic Lifepak 12 defibrillator/monitors with accessories for the Fire Department from Medtronic Emergency Response Systems at a Purchase Price of \$53,203.71.

ADOPTED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the Medtronic Lifepak 12 defibrillator/monitors be purchased from Medtronic Emergency Response Systems in the amount of \$53,203.71, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive Formal Bid Process and Purchase Automatic Ventilators

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of three (3) model VR1 Automatic Ventilators with accessories from Tri-Anim Health Services located in Sylmar, CA at a total cost of \$6,326.10.

This equipment will be utilized by Fire Department EMS personnel to ventilate patients in respiratory arrest. One (1) unit will be placed on each of three (3) Paramedic SUV response vehicles being placed in service. The Fire Department has a three (3) year pricing agreement with Tri-Anim for medical supplies. The cost of each unit with accessories is \$2,108.70. Staff budgeted \$7,500 in the FY 07-08 fixed assets budget for this purchase. Payment to be made from Account F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 56

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF VR1 AUTOMATIC VENTILATORS WITH
ACCESSORIES FOR THE FIRE DEPARTMENT FROM TRI-ANIM HEALTH
SERVICES AT A PURCHASE PRICE OF \$6,326.10**

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 VR1 Automatic Ventilators with accessories Tri-Anim Health Services at a Purchase Price of \$6,326.10.

ADOPTED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the VR1 Automatic Ventilators with accessories be purchased from Tri-Anim Health Services in the amount of \$6,326.10, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Accident Reconstruction Software from Visual Statement Inc.

In an effort to improve the efficiency and effectiveness of the Police Department Accident Reconstruction Team, it is necessary to update the computer software that is used for this purpose. This software is used to create scale diagrams of an accident scene, to create 3D animation of the accident and to assist in making complex speed calculations. This same software can be used to create crime scene diagrams and assist with other types of investigations.

The Police Department currently uses a program which is outdated and is no longer supported. Staff proposes the purchase of a program called Vista FX3 from Visual Statement Inc., the sole source provider. Funds for this purchase are available in the DUI fund X20900-71010. The table below depicts the individual costs for each component and the total cost for the entire package.

Item	Cost
Vista FX3 ProRecon+ edition	\$4,994.00
Vista FX3 ProRecon	\$2,195.00
Vista FX3 CSI Edition	\$1,095.00
Trade up Discount	-\$1,395.00
Training	\$2,400.00
Software Maintenance	\$1,240.20
Accelerometer	\$1,995.00
	Total
	Cost
	\$12,524.20

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of Accident Reconstruction Software from Visual Statement, Inc. in the amount of \$12,524, the Purchasing Agent authorized to issue a Purchase Order for same and the Resolution adopted.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 57

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ACCIDENT RECONSTRUCTION SOFTWARE
FOR THE POLICE DEPARTMENT FROM VISUAL STATEMENT INC. AT A
PURCHASE PRICE OF \$12,524**

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 Accident Reconstruction Software for the Police Department from Visual Statement Inc. at a Purchase Price of \$12,524.

ADOPTED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the Accident Reconstruction Software be purchased from Visual Statement, Inc. in the amount of \$12,524, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Enter into a Professional Services Agreement with Clark Dietz, Inc. for the Design of a Water Main Installation Project on Graham Street through O'Neil Park

Staff proposes a water distribution system project to install a water main from the west end of Graham Street through O'Neil Park to a water main that dead ends in the park. The project, as proposed, would install a properly sized water main to eliminate two (2) dead end water mains. The Water Department is targeting water main projects in areas where the data indicates water service is not meeting service requirements and there are multiple residences affected.

The water main on West Graham Street was never connected to another water main and has always been a dead end water main. Until recently, a water service line was connected to this main and was running constantly to keep the water circulating. Not only did this waste millions of gallons of water but it created sanitary concerns over having the water service line running into a sewer manhole.

This project will improve system reliability, fire protection, and pressure. The project will eliminate two (2) dead end water mains and will improve circulation and water freshness in this area. At this time, the project is in the design phase. Construction would occur when funding becomes available in a future capital budget or a project of similar size is delayed in a given

capital budget year and this project could be substituted, with approval, for the delayed project. Clark Dietz, Inc. has been selected from a group of engineering firms that were requested to present qualifications for water main projects at the beginning of the fiscal year.

Staff respectfully recommends that Council waive the formal bidding process for this professional service and approve the Agreement with Clark Dietz, Inc. for the design of a Water Main Installation Project on Graham Street through O'Neil Park in an amount not to exceed \$22,000, and the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will come from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 58

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND APPROVING
AN AGREEMENT WITH CLARK DIETZ, INC., FOR THE DESIGN OF A WATER
MAIN PROJECT ON GRAHAM STREET THROUGH O'NEIL PARK IN AN AMOUNT
NOT TO EXCEED \$22,000**

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

1. That the bidding process be waived and an Agreement with Clark Dietz, Inc. for the Design of a Water Main Project on Graham Street through O'Neil Park be approved in an amount not to exceed \$22,000.

ADOPTED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

City of Bloomington
O’Neil Park - Water Main Replacement Project

City of Bloomington (“Client”)
401-1/2 S. Fast Street
Bloomington, IL 61701

and

Clark Dietz, Inc. (“Clark Dietz”)
1817 South Neil Street, Suite 100
Champaign, Illinois 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Approved for Client

Approved for Clark Dietz

By: Stephen F. Stockton by James Finnegan
Title Mayor
Date: June 25, 2007

Ron Leverich
Title: Senior Vice President
Date: 4/10/07

**PART I
SERVICES**

A. Scope

The following is the Scope of Engineering Services for the O’Neil Park Water Main Replacement Project.

The project span is approximately 1,500 linear feet and includes the design and survey of new 6-inch water main, valves, hydrants, surface restoration, and associated work to connect a new water main to the existing water main at O’Neil Park from Empire Street to Graham Street. The project also includes bidding services.

The following services will be provided:

1. DESIGN SERVICES

- a. Clark Dietz will perform field surveys along the proposed improvement routes. Surveys will include topography and surface features, locating above and below grade utilities, and tie into existing benchmarks.
- b. Clark Dietz will obtain right-of-way information from existing City records to identify lot locations.
- c. Clark Dietz will contact private utility companies to obtain available location and elevation information of existing utilities.
- d. Clark Dietz will reduce the field survey information and produce existing condition drawings in AutoCAD format.
- e. Clark Dietz will perform a field review of the proposed alignment to identify any constraints not readily identified during field survey.
- f. Clark Dietz will prepare and submit preliminary drawings for Client review which include proposed layout and profile and preliminary specifications.
- g. Clark Dietz will meet with the Client to discuss the Project drawings and receive their comments.
- h. Clark Dietz will prepare final construction contract documents based on review comments. These documents will be submitted to the Client for final review.
- i. Clark Dietz will develop construction contract documents and will include the following:
 - a. Construction drawings generally including:
 - Title Sheet
 - General Notes, Index, Legend
 - Plan and Profile Sheets
 - Details Sheets
 - b. Construction specifications generally including:
 - Notice to Bidders
 - Bid Proposal
 - Certifications
 - Bid Bond
 - Performance and Payment Bond
 - Instruction to Bidders
 - Common Construction Wages

- General Conditions
- Supplementary Conditions
- Technical Specifications

- j. Clark Dietz will develop an opinion of probable construction cost to the Client for review.
- k. Clark Dietz will prepare the IEPA permit application with supporting documentation for submittal by the Client to the permitting agencies. Clark Dietz will respond to questions from IEPA regarding the permit application.
- l. Clark Dietz will prepare and submit two (2) sets of plans, specifications, and opinion of probable cost estimate to Client.
- m. Clark Dietz will prepare and submit final construction documents in hard copy (1 set) and electronic copy (1 CD) to the Client.
- n. If needed, Clark Dietz will prepare and submit an easement needs drawing documenting overall right-of-way requirements. This scope does not include individual legal descriptions, drawings, or acquisition services for required easements.

2. Bidding Services

- a. Clark Dietz will prepare advertising notice for the Project and submit to Client for publication.
- b. Clark Dietz will issue bidding documents to prospective bidders and maintain a documents holders list.
- c. Clark Dietz will prepare any addenda, which may be necessary to clarify the Construction Documents.
- d. Clark Dietz will answer contractor questions during bidding.
- e. Clark Dietz will attend a pre-bid meeting and prepare meeting minutes.
- f. Clark Dietz will attend the bid opening, prepare a tabulation of the bids, review the bids received and make a recommendation regarding the award of the bid.
- g. Clark Dietz will prepare Contract Documents for execution by the contractor and the Client.

3. ELECTRONIC MEDIA

- a. The Final project plans and specifications for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF) and AutoCAD 2007 format.

Clark Dietz will provide the Final Drawings for this project in electronic format. The files will be produced in (AutoCAD Version 2007) on IBM PC compatible computers with the Windows XP operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.

CADD files will be developed using current Clark Dietz standards for layering, linetypes, text styles, colors, etc. Changes in these standards requested by the Client may result in additional cost.

- b. The Client shall provide the following information to Clark Dietz in electronic format for use by Clark Dietz on projects, if the information is available:
 - 1) AutoCAD files of Record Drawings of the existing facilities. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of AutoCAD. If the files do not comply with this provision, Client agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.
 - 2) GIS Files which contain sanitary/storm sewers, water main, street centerlines, cadastral (property lines), zoning, soils, Right of Ways, and aerial photography. If these files are available, the electronic files will be produced by City of Bloomington. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system.

B. Schedule

Clark Dietz shall commence work on Design Services within 10 calendar days of written Notice to Proceed and complete design services within 90 days.

C. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

1. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.

2. This agreement does not include the preparation of assessment roles or schedules.
3. This agreement does not include geotechnical investigations.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
9. This agreement does not resident observation services.

PART II CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Elmer Schaefer, City of Bloomington Superintendent Water Resources.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

Provide Clark Dietz with any available construction plans for utilities, streets, subdivisions and drainage facilities that may be pertinent to the project.

PART III COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$22,000.

1. Payment for outside consulting and/or professional services performed by a sub consultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs.
2. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs.

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
- c. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

SCHEDULE OF GENERAL BILLING RATES
CLARK DIETZ, INC.
January 1, 2007

TITLE	HOURLY RATE
Project Director, Engineer 7	165.00
Senior Project Manager, Engineer 6	150.00
Project Manager, Engineer 5	125.00
Engineer 4	110.00
Engineer 3	95.00
Engineer 1 & 2	85.00
Senior Designer, Technician 5	110.00
Technician 4	95.00
Technician 3	85.00
Technician 2	70.00
Technician 1	60.00
Administrative Support	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

(PART IV STANDARD TERMS AND CONDITIONS; ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the agreement with Clark Dietz, Inc. for the design of a water main project on Graham Street through O'Neil Park be approved in an amount not to exceed \$22,000, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Enter into a Professional Services Agreement with Clark Dietz, Inc. for the Design of a Water Main Installation and Private Water Service Replacement Project on Oak and Roosevelt Streets

Staff proposes a water distribution system project to install a water main and replace several private water service lines, commonly known as wildcat services. The project, as proposed, would install a properly sized water main and new service lines to the property line of the affected properties on Roosevelt Street between Market and Monroe Streets. The same kind of project is proposed just a few blocks away on Oak Street from Market Street to Locust Street. The Water Department is targeting water main projects in areas where the data indicates water service is not meeting service requirements and there are multiple residences affected.

Residences in this area apparently were built and were not required to extend a water main to serve their properties. They were allowed to tap water mains in adjacent streets. Therefore, there is no water main in Roosevelt Street from Market Street to Monroe Street; and Oak Street from Market to Locust Street. All of the residences facing this street obtain water service from wildcat services. These services are not owned by the City and most of the time, their size, construction material and location are not known. One wildcat service on Roosevelt Street is known to run through an adjacent home's basement.

This project will improve system reliability, fire protection, and pressure. At this time, this project is in the design phase. Construction would occur when funding becomes available in a future capital budget or a project of similar size is delayed in a given capital budget year and this project could be substituted, with approval, for the delayed project. Clark Dietz, Inc. has been selected from a group of engineering firms that were requested to present qualifications for water main projects at the beginning of the fiscal year.

Staff respectfully recommends that Council waive the formal bidding process for this professional service and approve the Agreement with Clark Dietz, Inc. for the Design of a Water Main Installation and Private Water Service Replacement Project on Oak and Roosevelt Streets in an amount not to exceed \$25,000, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted. Funds for this project will come from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 59

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND APPROVING AN AGREEMENT WITH CLARK DIETZ, INC., FOR THE DESIGN OF A WATER MAIN INSTALLATION AND PRIVATE WATER SERVICE REPLACEMENT PROJECT ON OAK AND ROOSEVELT STREETS IN AN AMOUNT NOT TO EXCEED \$25,000

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

1. That the bidding process be waived and an Agreement with Clark Dietz, Inc., for the Design of a Water Main Installation and Private Water Service Replacement Project on Oak and Roosevelt Streets be approved in an amount not to exceed \$25,000.

ADOPTED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

City of Bloomington
Oak Street and Roosevelt Avenue - Water Main Replacement Project

City of Bloomington (“Client”)
401-1/2 S. East Street
Bloomington, IL 61701

and

Clark Dietz, Inc. (“Clark Dietz”)
1817 South Neil Street, Suite 100
Champaign, Illinois 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Approved for Client

Approved for Clark Dietz

By: Stephen F. Stockton by James Finnegan
Title: Mayor
Date: June 25, 2007

Ron Leverich
Senior Vice President
Date: April 10, 2007

PART I SERVICES

A. Scope

The following is the Scope of Engineering Services for the Oak Street and Roosevelt Avenue Water Main Replacement Project.

This project spans approximately 1,000 linear feet of local roadways, which includes the design and survey of new 6-inch and water main, valves, hydrants, service connections, surface restoration, and associated work and abandonment of the existing water main being replaced. Bidding services is also included.

The project area for water main replacement includes the following:

6-inch water main on Oak Street from Market Street to Locust Street

6-inch water main on Roosevelt Avenue from Market to Monroe Street

The following services will be provided:

1. DESIGN SERVICES

- a. Clark Dietz will perform field surveys along the proposed improvement routes. Surveys will include topography and surface features, locating above and below grade utilities, and tie into existing benchmarks.
- b. Clark Dietz will obtain right-of-way information from existing City records to identify lot locations.
- c. Clark Dietz will contact private utility companies to obtain available location and elevation information of existing utilities.

- d. Clark Dietz will reduce the field survey information and produce existing condition drawings in AutoCAD format.
- e. Clark Dietz will perform a field review of the proposed alignment to identify any constraints not readily identified during field survey.
- f. Clark Dietz will prepare and submit preliminary drawings for Client review which include proposed layout and profile and preliminary specifications.
- g. Clark Dietz will meet with the Client to discuss the Project drawings and receive their comments.
- h. Clark Dietz will prepare final construction contract documents based on review comments. These documents will be submitted to the Client for final review.
- i. Clark Dietz will develop construction contract documents and will include the following:
 - a. Construction drawings generally including:
 - Title Sheet
 - General Notes, Index, Legend
 - Plan and Profile Sheets
 - Details Sheets
 - b. Construction specifications generally including:
 - Notice to Bidders
 - Bid Proposal
 - Certifications
 - Bid Bond
 - Performance and Payment Bond
 - Instruction to Bidders
 - Common Construction Wages
 - General Conditions
 - Supplementary Conditions
 - Technical Specifications
- j. Clark Dietz will develop an opinion of probable construction cost to the Client for review.
- k. Clark Dietz will prepare the IEPA permit application with supporting documentation for submittal by the Client to the permitting agencies. Clark Dietz will respond to questions from IEPA regarding the permit application.
- l. Clark Dietz will prepare and submit two (2) sets of plans, specifications, and opinion of probable cost estimate to Client.

- m. Clark Dietz will prepare and submit final construction documents in hard copy (1 set) and electronic copy (1 CD) to the Client.
- n. If needed, Clark Dietz will prepare and submit an easement needs drawing documenting overall right-of-way requirements. This scope does not include individual legal descriptions, drawings, or acquisition services for required easements.

2. Bidding Services

- a. Clark Dietz will prepare advertising notice for the Project and submit to Client for publication.
- b. Clark Dietz will issue bidding documents to prospective bidders and maintain a documents holders list.
- c. Clark Dietz will prepare any addenda, which may be necessary to clarify the Construction Documents.
- d. Clark Dietz will answer contractor questions during bidding.
- e. Clark Dietz will attend a pre-bid meeting and prepare meeting minutes.
- f. Clark Dietz will attend the bid opening, prepare a tabulation of the bids, review the bids received and make a recommendation regarding the award of the bid.
- g. Clark Dietz will prepare Contract Documents for execution by the contractor and the Client.

3. ELECTRONIC MEDIA

- a. The Final project plans and specifications for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF) and AutoCAD 2007format.

Clark Dietz will provide the Final Drawings for this project in electronic format. The files will be produced in (AutoCAD Version 2007) on IBM PC compatible computers with the Windows XP operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.

CADD files will be developed using current Clark Dietz standards for layering, linetypes, text styles, colors, etc. Changes in these standards requested by the Client may result in additional cost.

- b. The Client shall provide the following information to Clark Dietz in electronic format for use by Clark Dietz on projects, if the information is available:
 - 1) AutoCAD files of Record Drawings of the existing facilities. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of AutoCAD. If the files do not comply with this provision, Client agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.
 - 2) GIS Files which contain sanitary/storm sewers, water main, street centerlines, cadastral (property lines), zoning, soils, Right of Ways, and aerial photography. If these files are available, the electronic files will be produced by City of Bloomington. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system.

B. Schedule

Clark Dietz shall commence work on Design Services within 10 calendar days of written Notice to Proceed and complete design services within 120 days.

C. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

1. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
2. This agreement does not include the preparation of assessment roles or schedules.
3. This agreement does not include geotechnical investigations.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
9. This agreement does not resident observation services.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Elmer Schaefer, City of Bloomington Superintendent Water Resources.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

Provide Clark Dietz with any available construction plans for utilities, streets, subdivisions and drainage facilities that may be pertinent to the project.

**PART III
COMPENSATION**

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$25,000.

1. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs.
2. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs.

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
- c. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**SCHEDULE OF GENERAL BILLING RATES
CLARK DIETZ, INC.**

January 1, 2007

TITLE	HOURLY RATE
Project Director, Engineer 7	165.00
Senior Project Manager, Engineer 6	150.00
Project Manager, Engineer 5	125.00
Engineer 4	110.00
Engineer 3	95.00
Engineer 1 & 2	85.00
Senior Designer, Technician 5	110.00
Technician 4	95.00
Technician 3	85.00
Technician 2	70.00

Technician 1	60.00
Administrative Support	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

(PART IV STANDARD TERMS AND CONDITIONS; ON FILE IN CLERK'S OFFICE)

Alderman Schmidt questioned this item. Tom Hamilton, City Manager, addressed the Council. This project involved the water main design. The City will cover part of the cost for construction of same.

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the agreement with Clark Dietz, Inc. for the design of a water main installation and private water service replacement project on Oak and Roosevelt Streets be approved in an amount not to exceed \$25,000, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for 2007-2008 Sidewalk Reconstruction

Bidding proposals for 2007-2008 Sidewalk Reconstruction were received until 10:00 a.m. on Wednesday, May 30, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

JG Stewart, Inc., Bloomington, IL, \$ 235,855.00	Low Bid
WAS CON Co., Hammond, IL \$ 281,250.00	

Budget: Residential Sidewalk Program \$50,000 CIF

Residential Sidewalk Program	\$ 50,000	PRIVATE PROP.
Sidewalk Wheelchair Ramps	\$ 60,000	CIF
Downtown Sidewalk Program	\$ 20,000	TIF
Downtown Sidewalk Program	<u>\$ 20,000</u>	<u>PRIVATE PROP</u>
Total	\$200,000	

This project includes three (3) budgeted projects, one (1) being the 50/50 Residential Sidewalk Replacement Program, the second being the Downtown Sidewalk Replacement Program and the third being the Americans With Disabilities Sidewalk Wheelchair Ramp Program.

The low bid is under the estimate and is eighteen percent (18%) over budget. As all items are in order, Staff recommends that Council accept the bid of JG Stewart, Inc. in the amount of \$235,855, but that the expenditure be limited to \$200,000 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be with Sidewalk Funds (X40100-72530, X40100-72560, & X40100-72570).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Purcell that the bid be awarded to JG Stewart, Inc. in an amount not to exceed \$200,000, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Permission to Accept Grant

Staff has been working with Farnsworth Group and Goodpaster/Jamison Inc. on the redevelopment of the stream at the Grove Subdivision. Goodpaster/Jamison Inc. has secured a grant from the Illinois Environmental Protection Agency, (IEPA), Bureau of Water for corridor restoration of a portion of Kickapoo Creek, north of Ireland Grove Road. The cost of the project is \$1,583,334.

The IEPA is funding 60% of the grant for a total of \$950,000. The IEPA has allowed the matching funds for this project to come from the developer but the grant recipients must be a government agency. The project would be of no cost to the City.

Staff respectfully requests that Council accept the grant from the Illinois Environmental Protection Agency, Bureau of Water for the amount of \$950,000 for "The Grove" subdivision, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Dean Kohn,
Director of Parks & Recreation

Tom Hamilton
City Manager

Financial Assistance Agreement
State of Illinois
Illinois Environmental Protection Agency
Bureau of Water

AGREEMENT PERIOD:

The period of performance covered by this agreement shall be from The Date of Execution through July 15, 2009. No services will be paid which are performed prior to or subsequent to this performance period.

Assistance Amount \$950,000.00

Agreement Type 319

Agreement Number 3190713

Recipient City of Bloomington

Address 109 E Olive Street Telephone (309) 434-2240
Bloomington, Illinois 61701-5219 Fax (309) 434-2802

Project Description/Scope of Work
KICKAPOO CREEK CORRIDOR RESTORATION PROJECT

PROJECT COORDINATION

1. The Recipient shall provide support and coordination for the Kickapoo Creek Corridor Restoration Project. The scope of this support and coordination shall include but is not limited to the development of an accounting system to: 1) Keep track of expenses associated with this project. 2) Document and submit expenses to the Illinois EPA for reimbursement. 3) Disburse payments made by the Illinois EPA to contractors for work performed.
2. The Recipient shall subcontract for design services associated with the engineering, hydraulics, and ecology associated with the Kickapoo Creek Corridor Restoration Project. Additional items that shall require subcontracting include an educational component, construction observation, and a project report.

BEST MANAGEMENT PRACTICE DESIGN

3. The Recipient shall submit design specifications (Designs) for the re-meandering and bank stabilization of 3,600 feet of Kickapoo Creek north of Ireland Grove Road, riparian wetlands, and revegetation of a 35 acre riparian corridor for Kickapoo Creek. The Designs shall include a detailed blueprint of the practice's costs, advantage and disadvantages, location, design, maintenance, installation and construction, and materials used including plant species. The Designs shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Designs shall meet the requirements of current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual and/or Illinois Urban Manual or be certified by a professional engineer. Two (2) copies of the draft Designs and "BMP Application Forms" shall be completed and submitted by the Recipient to the Illinois EPA by March 15, 2008. Two (2) paper copies and one (1) electronic copy of the final Designs and "BMP Application Forms" shall be completed and submitted by the Recipient to the Illinois EPA by April 15, 2008.

BEST MANAGEMENT PRACTICE IMPLEMENTATION

4. The Recipient shall submit an Operation and Maintenance Plan (O & M Plan) for the practices to be implemented under this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify responsible parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of the O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by March 15, 2008. The final O & M Plan shall all be completed and submitted by the Recipient to the Illinois EPA by April 15, 2008.
5. The Recipient shall ensure that all required permits are secured prior to the implementation of the Designs developed under Item 3 of this Agreement.
6. The Recipient shall subcontract for the implementation of the Designs developed and approved in accordance with Item 3 of this Agreement. All Design implementation will

be completed by June 1, 2009. Photographic documentation of Design implementation shall be completed and submitted by the Recipient to the Illinois EPA by June 1, 2009.

FINAL REPORT

7. The Recipient shall document the project throughout the Agreement period. This documentation shall be summarized into a final report explaining the project, project objectives, and implementation. Two (2) copies of a draft of the final report shall be completed and submitted by the Recipient to the Illinois EPA by June 1, 2009. The final report shall be completed and five (5) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by July 1, 2009.

OTHER DIRECTED ACTIVITIES

8. The Recipient shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Illinois EPA in consultation with the Recipient during the course of the project.
9. The Recipient shall submit a written progress report by the fifteenth (15th) of July, October, January, and April occurring during the Agreement Period. Whenever practical reports should be submitted printed two sided.
10. All products produced and all work performed by the Recipient under this Agreement shall be subject to review and approval by the Illinois EPA to determine eligibility and acceptability in meeting the terms and intent of this Agreement.
11. The Recipient and the Illinois EPA retain the right to cite, quote, circulate, and reprint all documents and other materials produced under this Agreement, with the exception of design drawings and specifications. The Recipient will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Governor of Illinois and the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."
12. Upon request by the Illinois EPA, the Recipient shall relinquish all equipment acquired under this Agreement to the Bureau of Water - Nonpoint Source Unit upon conclusion of this Agreement.

Project Schedule

Description

Completion Date

PROJECT CORDINATION

1. Support & Coordination

Throughout Project Period

BEST MANGEMENT PRACTICE DESIGN

- 3. Draft Designs March 15, 2008
- Final Designs April 15, 2008

BEST MANAGEMENT PRACTICE IMPLEMENTATION

- 4. Draft O & M Plan March 15, 2008
- Final O & M Plan April 15, 2008
- 6. Implement Designs June 1, 2008
- Photographic Documentation June 1, 2008

FINAL REPORT

- 7. Draft Final Report June 1, 2008
- Final Report July 1, 2008

Estimated Allowable Project Costs

Project Cost Summary	Totals
1. Subcontracts	\$944,000.00
2. Land Donation-Match/recipient Share Only	\$633,334.00
3. Administration	\$ 6,000.00
TOTAL	\$1,583,334.00
Assistant Amount at 60%	\$950,000.00
Recipient Share at 40%	\$633,334.00

Comments on Allowable/Excluded Costs

Funding under this project cannot be used to participate in restoring land for wetland mitigation banking or other wetland mitigation required by State or Federal law. Wetland mitigation banking or other wetland mitigation required by State or Federal law are not allowable costs eligible for reimbursement as part of the Assistance Amount or as match under the Recipient Share.

Land acquisition costs incurred for the implementation of this project are not allowable costs eligible for reimbursement as part of the Assistance Amount but may be eligible as match under the Recipient Share up to a maximum of \$633,334.00. The value of this land donated to the City

of Bloomington shall be determined by a fair market assessment performed on the area being transferred independently from the land being developed.
Share.

Offer and Acceptance

This Financial Assistance Agreement is subject to all applicable State and Federal statutory provisions, State and Federal Grant Regulations, and the Conditions/Certifications attached hereto.

For the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency, in accordance with the authority given in the Environmental Protection Act, and in appropriation by the General Assembly made pursuant thereby, hereby offers financial assistance to the Recipient, up to and not exceeding the specified amount, for the support of the efforts contained in the Project Description.

Director: Douglas P. Scott

By: Bernard P. Killian

Title:

Date:

On behalf of the Recipient

I the undersigned, being duly authorize to take such actions, do hereby accept this offer and agree to all terms and conditions including the Conditions/Certification attached hereto.

Recipient: City of Bloomington

Signature: Tom Hamilton

Title: City Manager

Date: July 26, 2007

For the State of Illinois Environmental Protection Agency

Therefore, the State of Illinois executes this agreement the ____ day of _____, 2007.

(CONDITIONS/CERTIFICATIONS ON FILE IN CLERK'S OFFICE)

Alderman Stearns questioned this item, (Kickapoo Creek grant project). Dean Kohn, Director of Parks & Recreation, addressed the Council. He noted that this grant

would be combined with other grants. It had been addressed in the Annexation Agreement for the Grove at Kickapoo Creek. An EPA, (Environmental Protection Agency), grant was another grant. To date, five (5) grants have been secured. The City will manage the grants for the developers with no cost to the City. These grants were for the eighty-eight, (88), acres of open space for stream restoration. The land value would equal the local match. The grants would address a combination of factors such as fish and wildlife habitat, stream restoration, and storm water management.

Tom Hamilton, City Manager, addressed the Council. This grant would help to recreate the stream's habitat which would provide storm water detention and filtration. He described the project as unique. It would be one (1) of twenty-three (23) in the country. Mr. Hamilton noted that it may be a Work Session topic.

Mayor Stockton restated that this land was a part of the purchase for the Grove Subdivision. This land is not buildable. Originally, a lake was planned. The City would be one of the first in the country to do this type of project, (stream restoration). If successful, it may be applied in other sections of the City.

Motion by Alderman Gibson, seconded by Alderman Purcell that the Grant be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Transfer of Lot 24 Warriners Addition to Mark Solon

The City acquired a parcel of property containing multiple lots from the Union Pacific Railroad a number of years ago for reconstructing the Emerson Street Bridge. The City did not use all of the land that was conveyed and now has surplus property. One piece remaining is Lot 24 in Warriner Addition, located at the corner of Allin and Seminary. Mark Solon lives in the house immediately to the north of this lot and has been mowing and maintaining it for years. He recently inquired about purchasing the lot.

Staff reviewed the request and determined the lot could be conveyed, but only if it remained subject to existing and future easements. Mr. Solon agreed to those terms. He had no intention of building on the lot; he just wanted it to expand his yard and add some landscaping. Given that the City is retaining an easement, staff believes it fair to convey the lot without payment.

Staff believes the transfer of the property to Mr. Solon is in the best interest of the City and respectfully recommends Council approval of the conveyance.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

**WARRANTY DEED
by Corporation**

This Indenture Witnesseth, That the Grantor City of Bloomington, a Municipal Corporation, organized and existing under and by virtue of the Laws of the State of Illinois having its principal office at Bloomington, Illinois for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, Conveys and Warrants to Mark Solon, of the City of Bloomington, County of McLean and State of Illinois the following described Real Estate, to wit:

Lot 24 in Warriners Addition to the City of Bloomington, McLean County, Illinois.
Parcel Identification No. 14-32-431-014 part of

situated in the County of McLean in the State of Illinois. The Grantee assumes and agrees to pay the 2007 and subsequent years real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record and further subject to the following conditions which shall be covenants running with the land binding upon Grantee and Grantee's heirs, successors and assigns:

1. Grantor reserves a general utility easement across the entire parcel for existing and future water, sewer, electric, gas, telephone, cable lines and drainage structures.
2. Grantee shall not disturb existing road and bridge embankments and Grantee shall give Grantor access to the property as needed to maintain the embankments.
3. Grantee may not construct, erect or place any buildings, structures, improvements or parts thereof on the property

This Deed is made, executed and delivered pursuant to authority given by the City Council of said Municipal Corporation at a regular meeting of the City Council held on June 11, 2007 at 7:30 p.m.

IN TESTIMONY WHEREOF, The said City of Bloomington hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Mayor and attested by its City Clerk this 12th day of June, A.D. 2007.

CITY OF BLOOMINGTON

By: Stephen F. Stockton
Mayor

Attest:

Tracey Covert
City Clerk

STATE OF ILLINOIS)
)ss.
COUNTY OF McLEAN)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, That Stephen F. Stockton, personally known to me to be the Mayor of the City of Bloomington, and Tracey Covert, personally known to me to be the City Clerk of said Municipal Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument of writing as Mayor and City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the City Council of said Municipal Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of June, A.D. 2007.

Notary Public

Alderman Stearns questioned this item. She also questioned the easement. Tom Hamilton, City Manager, addressed the Council. He noted that this lot is not buildable. Hannah Eisner, Deputy Corporation Counsel, addressed the Council. She was not sure exactly what was there. Building anything on this lot would be prohibited. She believed that this item was in the best interest of City. Doug Grovesteen, Director of Engineering, addressed the Council. The lot would remain as green space. The easement would be left in place.

Alderman Stearns questioned the lot's size. Ms. Eisner estimated the lot size at 50' or 60' x 100'. This lot was located in an older section of the City. There was a deed restriction. Alderman Stearns questioned if the City had a use for this lot.

Alderman Schmidt noted that there was no fee associated with this transfer. Ms. Eisner restated that the lot was unbuildable. This individual will be responsible for maintenance and had expressed an interest in plantings for this lot.

Motion by Alderman Gibson, seconded by Alderman Purcell that Lot 24 in Warriner Addition be conveyed to Mr. Mark Solon, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the McLean County Arts Center event on June 22, 2007

The McLean County Arts Center is hosting a Margarita Night for a fund raiser on June 22, 2007 from 5 p.m until 9 p.m. As the name implies, they will be serving margaritas as well as wine and beer to the people who attend. They will be closing East Street in front of their building and will have a band performing in that area. The event organizers wish to allow people to walk into the street with their drinks to enjoy the music. They have requested that Chapter 6 Section 26(d) of the City Code, which prohibits having open containers of alcohol on public rights of way, be suspended for the date, time and location of the event.

This suspension of the Liquor Code has been approved for other organizations. Most recently, Council suspended the Ordinance to allow consumption of alcohol on the street downtown during the WGLT summer concert on June 9, 2007. Staff reviewed plans for the Arts Center event with the organizers. Given the nature event, the type of crowd it attracts and the high degree of involvement by event staff, all concerned believe there would be no problem with suspending the Ordinance as requested. Staff respectfully requests that the Ordinance be passed.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2007 - 52

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6
OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN
ALCOHOL ON PUBLIC PROPERTY DURING THE
MARGARITA NIGHT – McLEAN COUNTY ARTS CENTER**

WHEREAS, McLean County Arts Center will hold a Margarita Night fundraiser on June 22, 2007; and

WHEREAS, McLean County Arts Center plans to have a band performing on East Street outside of the facility and has requested permission to allow the consumption of alcohol on East Street and the adjacent sidewalks in front of the Arts Center during the fundraiser; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: June 22, 2007 between 5:00 o'clock p.m. and 9:00 o'clock p.m. in front of the Arts Center on East Street. This suspension shall be effective only as to persons inside the designated area and for alcohol provided by the McLean County Arts Center.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

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

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

PASSED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Armstrong Grove, Inc., Rave Homes, Inc., Doud Land Development, Inc., Kaisner Corporation, Franke Grove, Inc., and R & H Homes, Inc., Requesting the Dedication of Utility Easements and No Access Strip for the Grove on Kickapoo Creek

A petition has been received from Armstrong Grove, Inc., Rave Homes, Inc., Doud Land Development, Inc., Kaisner Corporation, Franke Grove, Inc., and R & H Homes, Inc., requesting the Dedication of Utility Easements and No Access Strip for the Grove on Kickapoo Creek. Staff has reviewed the Easement and No-Access Plat and finds it acceptable. Staff respectfully recommends that Council accept the Petition for Dedication of Easements and No-Access Strip and an Ordinance be passed.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

**PETITION FOR APPROVAL OF EASEMENT
AND NO-ACCESS 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 hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by reference;
2. That your petitioners seeks approval of the Easement and No-Access Plat for the subdivision known and described as The Grove on Kickapoo Creek, Bloomington, Illinois, which said Plat is attached hereto and made a part hereof.

Wherefore, your petitioners pray that the Easement and No-Access Plat for The Grove on Kickapoo Creek submitted herewith be approved with the exemptions or variation as requested herein.

Respectfully submitted,

Armstrong Grove, Inc., Rave Homes,
Inc., Doud Land Development, Inc.,
Kaisner Corporation, Franke Grove,
Inc., R & H Homes, Inc.

Mercer Turner
Attorney

Subscribed and Sworn to before
me this 31st day of May, 2007.

Tammie R. Keener
Notary Public

ORDINANCE NO. 2007 – 53

**AN ORDINANCE APPROVING THE EASEMENT AND
NO-ACCESS PLAT OF THE GROVE ON KICKAPOO CREEK**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Easement and No-Access Plat of The Grove on Kickapoo Creek, 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 Easement and No-Access 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 and No-Access Plat of The Grove on Kickapoo Creek 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 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A sign easement in the Southwest Corner of Lot 196 as shown hereon

A sign easement in the Southeast Corner of Lot 183 as shown hereon

A utility easement between Lots 176 and 177 as shown hereon

A utility easement between Lots 184 and 185 as shown hereon

A utility easement between Lots 5 and 6 as shown hereon

A utility easement between Lots 44 and 45 as shown hereon

A No-Access Strip on Lot 71 as shown hereon

All the Lots are depicted on the final plat of The Grove on Kickapoo Creek Subdivision, Bloomington, Illinois recorded on May 7, 2007 as Document Number 2007-11268

P.I.N. part of 22-08-400-004

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from CIP, LLC, an Illinois Limited Liability Company, Requesting Approval of a Final Plat for the Airport Park Subdivision 12th Addition

A petition has been received from Laurence F. Hundman, Manager of CIP, LLC, requesting approval of a Final Plat for the Airport Park Subdivision 12th Addition. This subdivision is commonly located north of the new Central Illinois Regional Airport Terminal site and 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 12th Addition, subject to petitioner's 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 estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference; and
2. That your Petitioner seeks approval of the Final Plat for the subdivision known and described as Airport Park Subdivision 12th Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof; and
3. That the Final Plat substantially conforms to the Preliminary Plan of said Subdivision heretofore approved by the City Council; and
4. That your Petitioner hereby dedicates to the public all public rights of way and easements shown on said Final Plat.

Respectfully submitted,

CIP, L.L.C., and Illinois limited Liability Company,

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

By: Laurence F. Hundman
Chairman

ORDINANCE NO. 2007 - 54

**AN ORDINANCE APPROVING THE FINAL PLAT OF
AIRPORT PARK SUBDIVISION 12TH 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 12th Addition, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

1. That the Final Plat of the Airport Park Subdivision 12th Addition and 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 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of the W ½ of the SE ¼ 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: Commencing on the south line of the SE ¼ of said Section 31, 1483.93 feet west of the southeast corner of the SE ¼ of said Section 31; thence N.00°-20'-26"W. 46.66 feet to the Point of Beginning on the north right of way line of F.A.P. Route 693 (Illinois Route 9); thence N 88°-47'-06"W. 9.34 feet on said right of way line to a point lying 55 feet left of Station 189+08.35 on the survey centerline for said F.A.P. Route 693 (Illinois Route 9); thence N.00°-32'-41"W. 5.00 feet on said right of way line to a point lying 60 feet left of Station 189+08.21 on

said survey centerline of F.A.P. 693 (Illinois Route 9); thence N 88°-45'-13"W. 171.94 feet on said right of way line to the southeast corner of Lot 142 in Airport Park Subdivision 9th Addition, according to the Plat thereof recorded as Document No. 2004-00033648 in the McLean County Recorder of Deeds Office; thence N.01°-22'-25"E. 225.95 feet on the east line of said Lot 142; thence N.46°-04'-57"W. 121.56 feet to the northeast corner of said Lot 142 on the southeasterly right of way line of Ekstam Drive as dedicated in Airport Park Subdivision; thence northeasterly 100.60 feet on said right of way line of Ekstam Drive on a non-tangential curve concave to the northwest having a radius of 100.00 feet, central angle of 57°-38'-16" and a chord of 96.41 feet bearing N.38°-13'-02"E. from the last described course to the southwest corner of Lot 146 in Airport Park Subdivision 10th Addition, according to the Plat thereof recorded as Document No. 2005-00015846 in the McLean County Recorder of Deeds Office; thence N.89°-39'-34"E. 201.44 feet to the southeast corner of said Lot 146; thence S.00°-20'-26"E. 396.09 feet on the southerly extension of the east line of said Lot 146 to the Point of Beginning, containing 75,808.75 square feet/1.74 acres, more or less, with assumed bearings given for description purposes only.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Plastic Pavement Marking Materials

The City has placed plastic pavement marking successfully on newly resurfaced pavements, in place of traffic paint, for a number of years. 3M Stamark Tape has always been used in the City. The Engineering Department has supplied the quantity of tape needed for the General Resurfacing contract for the following streets: Emerson St. – State to Sunset Rd.; Royal Pointe Dr. – Reed Rd. to Buckingham Ct.; Washington St. – Hershey Rd. to Sesame St.; Washington St. – Morris Ave. to Lee St.; Washington St. – Lee St. to McLean St.; Washington St. – McLean St. to Clayton St.; Wood St. – Morris Ave. to Main St.; Gridley St. – Wood St. to Mission Dr.; Oakland Ave. – Gridley St. to Evans St.; Morris Ave. – Washington St. to Market St., and Mercer Ave. – Lincoln St. to Grove St.

3M plastic pavement materials have been purchased using the State of Illinois Joint Purchasing contract in the past. Staff intends to purchase these materials through the State of Illinois Joint Purchasing Contract if available. If these items are not available, staff will purchase these materials directly from 3M.

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of plastic pavement marking materials from 3M or use the State of Illinois Contract at a total cost not to exceed \$49,668.40. Adequate funds have been budgeted for the purchase of plastic pavement marking materials in account 1001-16230- 71080.

Respectfully,

Richard Clem
Director of Public Service

Gary Poland
Superintendent of Streets and Sewers

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 60

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PLASTIC PAVEMENT MARKING
MATERIALS FROM 3M OR THROUGH THE STATE OF ILLINOIS CONTRACT AT
A TOTAL COST NOT TO EXCEED \$49,668.40**

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 plastic pavement marking materials from 3M or through the State of Illinois Contract at a total cost not to exceed \$49,668.40.

ADOPTED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the plastic pavement marking materials be purchased from 3M

or through the State of Illinois Contract at a total cost not to exceed \$49,668.40, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition filed by John Nord, Trustee of McLean County Land Trust H-313, dated April 4, 2007, requesting approval of an Annexation Agreement and Petition for Annexation to the City of Bloomington and Rezoning to M-1, Restricted Manufacturing District, for property commonly located north of Old Peoria Court and east of U.S. Route 150, a/k/a Mitsubishi Motorway, (Case Z-12-07) (Ward 6)

BACKGROUND INFORMATION:

Adjacent Zoning

north - M-2 General Manufacturing (Normal) & A- Agriculture (County)
south - B-1 Highway Business District (City) & A- Agriculture (County)
east - A - Agriculture (County Zoning)
west - A- Agriculture (County Zoning)

Adjacent Land Uses

north - agriculture & one farm dwelling
south - single family dwellings & vacant land
east - vacant/ agriculture
west - vacant/ agriculture

Bloomington Comprehensive Plan: recommends “heavy industrial” use for this property.

The property in question is a 56.82 acre tract of vacant agricultural land that the petitioner wishes to annex into the City and subdivide into three lots and one outlot as proposed on the Preliminary Plan for the Revenue Park Subdivision. In the proposed annexation agreement, the City would be agreeing to rezone all of this tract into the M-1 Restricted Manufacturing District within 30 days of annexation and permit the proposed Lot 1 to be used as the site for a new Internal Revenue Service (IRS) National Distribution Center. The M-1 zoning is consistent with the City’s Comprehensive Plan which recommends “heavy industrial” use for this tract. The future land uses to be developed on Lots 2 and 3 are unknown at this time. Outlot 4 is to be reserved for

the construction of a storm water detention basin as required by the City, and a storm water detention basin is also proposed on the east side of Lot 3.

The McLean County Regional Comprehensive Plan recommends that a new east-west collector street be constructed along the north side of the subject tract as part of an extension of Enterprise Drive between Wylie Drive and Mitsubishi Motorway. The minimum right-of-way width required by the City for a collector street in a manufacturing district is 90 feet. The centerline for this particular 90 foot right-of-way width is on the north property line of the subject property so that the north 45 feet would be dedicated as the south half of this 90 foot right-of-way width. The "Review of Development Proposal for Consistency with Local and Regional Comprehensive Plans," dated May 21, 2007, gave the Revenue Park Subdivision Preliminary Plan a project rating of: "E = Does not provide minimal or optional features. Project should be modified to be considered for approval."

This rating was due in part to the fact that the Preliminary Plan did not show this right-of-way for Enterprise Drive when it was first submitted. The Preliminary Plan now shows this 45 foot strip as right-of-way for future Enterprise Drive.

The annexation agreement now states that the Owner may use this 45 feet of right-of-way to provide access from Mitsubishi Motorway to parking lots and access drives to be constructed on Lot 1 provided that such entrance to Lot 1 is located not less than 150 feet east of Mitsubishi Motorway. At final platting, the Owner would be required provide a 10 year adjacent street sub-standard roadway bond of \$140 per front foot for the amount of frontage on Enterprise Drive minus the value of the extra right-of-way dedicated.

The Preliminary Plan also shows Revenue Drive, a new east-west cul-de-sac, that is to be constructed from Mitsubishi Motorway easterly into this tract with a circular turnaround at its east end. Lots 1, 2 and 3 will have direct access to Revenue Drive. Lot 3 will also have direct access to Old Peoria Court, but no direct access to Mitsubishi Motorway. At final platting, the owner would be required to provide an adjacent sub-standard road improvement bond of \$140 per front foot for that portion of Old Peoria Court between Mitsubishi Motorway and the proposed entrance to Lot 3. The Owner would have no adjacent street improvement obligation for the remainder of Old Peoria Court.

The latest draft of the proposed annexation agreement, received on May 30, 2007, states that the owner shall extend a sanitary sewer from the existing sanitary sewer on the north side of Illinois Route 9, easterly in the Route 9 right-of-way, then northwesterly in the Old Peoria Court right-of-way to the easterly side of the subject tract, then northerly to the south side of the proposed east-west roadway extended, then westerly to the proposed Lot 1. A temporary gravel access drive shall be provided to access the manholes in that sewer. The City would be obligated to reimburse the owner for 100% of the cost of bringing the sewer to the subject tract and 100% of the cost in excess of the cost of an 8" sanitary sewer from the south property line to the point the sewer turns and extends westerly.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on May 23, 2007. Mr. Frank Miles, Attorney at Law, 202 N. Center Street, presented arguments at this public hearing in favor of this petition on behalf of the petitioner. Mr. Miles discussed the City staff's belated request that the petitioner revise the Preliminary Plan of the Revenue Park Subdivision to provide 45 feet of right-of-way for Enterprise Drive, an east/west collector street along the north side of the tract. He noted that the right-of-way will be incorporated into the Preliminary Plan and that everything will be shifted 45 feet to the south as a result. Mr. Miles noted that Revenue Drive may become a cul-de-sac rather than a stubbed street since Enterprise Drive will serve as a connecting route to the east. He expressed confidence that making the necessary changes for Enterprise Drive would be easily resolved between City staff and petitioner prior to appearing before Council.

Mr. Doug Grovesteen, Director of Engineering, apologized that City staff had not provided the petitioner with information earlier about the planned east/west collector street. He noted that the route does appear in the transportation plan of the McLean County Regional Comprehensive Plan but had been omitted from both the Town of Normal Comprehensive Plan and the City of Bloomington Comprehensive Plan. Mr. Grovesteen noted that Normal had already approved two (2) subdivisions to the north of the subject tract that have platted right-of-way off the south 45 feet of those subdivisions for this collector street. He related that the annexation agreement for the Interstate Center contains a promise to give right-of-way for this proposed road and a sketch of the intended route.

The following persons presented testimony in opposition to these petitions at this public hearing:

Mr. Ralph Bellas, 2508 Old Peoria Court
Mr. Ron Umbright, 2516 Old Peoria Court
Mr. Peter Klein, 2518 Old Peoria Court

Mr. Bellas testified that he was opposed to this development. He pointed out that the name of their street is "Old Peoria Court" not "Bloomington/Peoria Road" as was mentioned in the public notice for this public hearing. He said the neighbors have enjoyed a rural setting for many years and want to keep it that way. He questioned the need for trucks to use Old Peoria Court for access to these new lots and asked the Commission to restrict truck access.

Mr. Miles noted that access from Old Peoria Court to Lot 3 could be discussed when Lot 3 is developed. He noted that the petitioner is requested to contribute an "adjacent substandard road improvement fee" and it is customary that: "if you have to pay for it you are allowed to use it."

Mr. Umbright testified that there had not been enough long-term planning for this area and commented that new uses are being allowed all around the area. He asked for a berm, planted with trees, to be provided to create visual screening between the houses to the south and the subject development immediately to their north. Mr. Umbright pointed out that the surrounding unincorporated area has been zoned 'Agriculture' under McLean County's jurisdiction. He said he is concerned that his property value might be negatively impacted and concluded by stating that he was opposed to this development.

Mr. Klein stated that subject site had been farmed for years, and would not like to see it changed.

Mr. Miles stated that he understood the concerns of the homeowners in the Wrightonian Farm Subdivision. He said the City has grown out around them. He remarked that there has been a “Mitsubishi corridor” for industrial purposes since the auto plant went in. He noted that residential areas on Maple Hill Road and in the Les Wilson Subdivision have remained residential even though commercial and industrial uses have surrounded them.

Commissioner Dulac questioned the possible subdivision of Lot 3. Mr. Miles replied that any further subdivision would require that the petitioner return before the Planning Commission seeking approval of a new preliminary plan, for at least that lot.

He observed that if not further divided the lot may be used for warehouses or some other large-lot industrial use if it is zoned M-1, Restricted Manufacturing District.

Chairperson Cain questioned how this site would be different from a site on East Empire Street. Mr. Miles replied that having an adjacent residentially-zoned area, under City Zoning Code, would require additional setback and screening for a lot zoned for business or manufacturing. He noted that the adjacent residential in this case is not in the City and does not by City Zoning Code, require setback and screening on a lot zoned for business or manufacturing.

Commissioner Stuckey questioned whether any restrictions existed for the use of Old Peoria Court. Mr. Emmons responded that it is currently a Township road and may have weight restrictions. Mr. Miles pointed out the intent is to have the road be improved to City standards. Commissioner Dulac noted that a consequence of restricting truck access off Old Peoria Court could be longer driveways from Revenue Drive or Mitsubishi Motorway across these lots.

Chairperson Cain announced that e-mails had been received, one from John and Judy Lancaster of 2520 Old Peoria Court and the other from Mr. Lyle Day of 2524 Old Peoria Court, requesting that cases Z-12-07 and PS-02-07 be laid over. Chairperson Cain read the content of both e-mails into the record at the public hearing.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition in Case Z-12-07 and the testimony submitted, the Planning Commission, by a vote of 7 to 0, passed a motion recommending Council approval of Case Z-12-07 as revised in accordance with staff’s concerns; provided that there be transitional setback and screening on Lot 3 for benefit of the residential area to the south; that the adjacent substandard roadway improvement fee bond-obligation be waived in regard to Lot 3; and that there be no entrances granted from Old Peoria Court to Lot 3.

STAFF RECOMMENDATION

Staff respectfully recommends Council approval of the revised Annexation Agreement and the Petition for Annexation and Rezoning in Case Z-12-07, including the adjacent substandard road improvement bond required for Old Peoria Court between Mitsubishi Motorway and the proposed entrance to Lot 3.

The Annexation Plat should be revised as follows:

1. Label the street on the south side of the site as follows:
“Old Peoria Court (formerly known as Old Peoria Road or Bloomington-Peoria Road)”
2. Show as Tract 2 all that part of the right-of-way of Old Peoria Court south of and adjacent to Tract 1, and include a legal description of the same.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City”, John Nord, Trustee under the provisions of a Trust Agreement dated April 4, 2007 known as McLean County Land Trust H-313, hereinafter referred to as “Owner” of property, a legal description of which is included in Exhibit “A”, AGREE AS FOLLOWS:

I. ANNEXATION PETITION. The Owner, subject to the terms and conditions set forth in this annexation agreement, has petitioned the City of Bloomington, requesting annexation of a tract of land described in Exhibit “A” (hereinafter referred to as “the tract”) to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the subject tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 11th day of June, 2007.

II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.

III. ZONING, PRELIMINARY PLAN APPROVAL, FINAL SUBDIVISION PLAT APPROVAL, AND SUBSEQUENT DEVELOPMENT.

A. Zoning - Within 30 days of annexation of the tract, the City agrees to rezone the tract M1 Restricted Manufacturing District and permit the use of a portion of the property (to-wit: proposed Lot 1 as IRS National Distribution Center and accessory parking and loading. The public hearing required for such rezoning having been held before the Planning Commission of

the City of Bloomington on the 23rd day of May, 2007, after notice required by law and ordinance.

B. Preliminary Subdivision Plan Approval - Within 30 days of annexation of the tract, City agrees to approve a Preliminary Subdivision Plan for the property, (provided it is in a form and content required by the City's subdivision code as it now exists), a copy of which is attached hereto and made a part hereof as Exhibit B. The public hearing required for such plan approval having been before the Bloomington Planning Commission on the 23rd day of May, 2007, after notice as required by law and ordinance. After the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve a Final Subdivision Plat, provided such plat is in substantial accordance with the approved Preliminary Plan.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, Chapter 24 of the City Code and the current Manual of Practice for the Design of Public Improvements in the City of Bloomington shall apply. The following agreements and conditions shall apply in place of those provisions of the City Code or Manual of Practice that might otherwise apply during subdivision or development of the site:

A. Streets & Sidewalks

1. Mitsubishi Motorway -

A. Owner shall dedicate such right-of-way as is required by the Intersection Design Study currently being conducted for the extension of an east-west cul-de-sac extending easterly from Mitsubishi Motorway, or as may otherwise be reasonably required, based on accepted engineering practices. Temporary turn-around shall be provided at the east end of the east-west street.

B. Owner may subdivide, develop and use property adjacent to Mitsubishi Motorway without the payment of any tap-on fee or connection charge for that road.

C. No access strips shall be shown on the final plat, as depicted on the Preliminary Plan.

D. Entrances to Lot 1 on Mitsubishi Motorway shall be as shown on the Preliminary Plan. Approval by Illinois Department of Transportation is required for the entrances to Mitsubishi Motorway.

2. Old Peoria Court – (formerly known as Old Peoria Road or Bloomington-Peoria Road). At final platting, Owner shall provide an adjacent substandard road improvement bond for Old Peoria Road, based on \$140 per front foot for that portion of the road between Mitsubishi Motorway and the proposed entrance to Lot 3 (approximately 300 feet. Owner shall have no

adjacent street improvement obligation for the remainder of the road and no access shall be permitted.

3. Enterprise Drive – At final platting, Owner shall dedicate 45 feet of right-of-way for Enterprise Drive as depicted on the Preliminary Plan. Owner may use the 45 feet of dedicated right-of-way to provide access from Mitsubishi Motorway to parking lots and access drives to be constructed on proposed Lot 1. The depicted access drive may be constructed to any standard desired by Owner and may flair turning radius in the Mitsubishi road right-of-way. The entrance from the temporary access drive to Lot 1 will be not less than 150 feet east of Mitsubishi Motorway. At final platting, Owner shall provide a ten year adjacent street sub-standard roadway bond in the amount of \$140/front foot for the amount of frontage on Enterprise Drive less the value of the extra right-of-way dedicated, computed as follows:

$$15' \text{ (extra right-of-way} \times 1151.96' \text{ frontage on future Enterprise)} \times \$1.90 \text{ (price)} = \$32,830.86.$$

The entire credit may be taken against the first lot final platted.

B. Water

1. Owner may tap and use the existing 20” water main along the east side of Mitsubishi Motorway with the payment of a tap-on fee in the amount of \$28 per lineal foot of frontage, payable at final platting.

2. If the City constructs a public water main in Old Peoria Court and the tract taps said main, a tap-on fee shall be due to the City for the Old Peoria Court frontage of the tract at a rate of \$28 per foot. The developer shall be responsible for constructing the water mains interior to the subdivision.

C. Sanitary Sewer -

1. Sanitary sewer service to the tract will be provided in the following manner: A sanitary sewer will be extended from an existing sanitary sewer on the north side of Illinois Route 9 easterly in the Route 9 right-of-way, thence northwesterly in the Old Peoria Road Court right-of-way to the easterly line of the tract, thence northerly along the easterly line of the tract to the south side of the proposed east-west roadway extended, thence westerly to proposed Lot 1. A temporary gravel access drive shall be provided to access manholes in that sewer. Owner shall extend the sanitary sewer as depicted on the Preliminary Plan and as described in Paragraph C 1.

The City shall reimburse Owner the following portion of the sewer installation cost:

1. 100% of the cost of bringing the sewer to the property;
2. 100% of the cost in excess of the cost of an 8” sanitary sewer from the south property line to the point the sewer turns and extends westerly.

Payment shall be made within 30 days of billing, or at City election may be paid in three annual payments on the first, second and third anniversary date of the billing, in which case the unpaid balance shall bear interest at 6% per annum.

3. Owner may tap and use the main without the payment of any tap-on fee or connection charge, other than the following:

a) Washington Trunk Sewer \$842.22 per acre + 6% simple interest from October, 1995;

b) Washington Sewer Extension \$1,160 per acre + 6% simple interest from December 31, 2006,

in each case payable at final platting.

D. Storm Water Drainage - Owner shall provide storm water detention on site either on a lot by lot basis, or in one or more regional basins. All detention basins shall be privately owned and maintained.

E. Park Land Dedication - No park land dedication shall be required for the property unless the land is used for residential purposes.

F. School Site Dedication - None required.

V. The Owner, not later than thirty (30) days after the date of annexation of the Tract, shall file the necessary petitions to annex that area to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

VI. Except as provided in the agreement, the Owner shall in the use and development of the property comply with all then applicable zoning, subdivision, building and mechanical codes of the City.

VII. This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this 15th day of June, 2007.

City of Bloomington, Illinois,
A Municipal Corporation

By: Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

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

EXHIBIT A

Description of Property from Title Commitment

All that part of the West ½ of the Southwest of ¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying North of the State Road leading from Bloomington to Peoria, excepting therefrom that part conveyed to the people of the State of Illinois, Department of Transportation in Warranty Deed Recorded April 10, 1986 as document No. 86-4697, in McLean County, Illinois.

Metes and Bounds Description of Property

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 Southwest corner of said quarter; thence North 01 degrees 43 minutes 35 seconds West 804.97 feet along the West line of said quarter to the centerline of the Bloomington-Peoria Road; thence South 68 degrees 42 minutes 25 seconds East 238.18 feet along said centerline 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 North 01 degrees 09 minutes 36 seconds West 21.64 along said Easterly right of way line; thence North 34 degrees 56 minutes 00 seconds West 166.25 feet along said Easterly right of way line; thence North 01 degrees 09 minutes 36 seconds West 1799.46 feet along said Easterly right of way line to the North line of said quarter; thence south 89 degrees 32 minutes 40 seconds East 1151.96 feet along the North line of said quarter to the East line of the West half of said quarter; thence South 01 degrees 27 minutes 09 seconds East 2369.51 feet along the East line of the West half of said quarter to said centerline; thence North 68 degrees 42 minutes 25 seconds West 1159.04 feet along said centerline to the point of beginning; said lands containing 56.82 acres, more or less, all being situated in Dry Grove Township, McLean County Illinois.

Pin # 13-36-301-001

(Exhibit B is Revenue Park Preliminary Plan)

**PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS AND FOR AMENDMENT OF THE
OFFICIAL ZONING MAP OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS**

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 under the provisions of a Trust Agreement dated April 4, 2007, known as 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 therein of the premises hereinafter legally described in Exhibit A which is attached hereto 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 said premises presently has a zoning classification of A, Agriculture under the provisions of the McLean County Zoning Ordinance;
3. That there is attached hereto and made a part hereof a proposed annexation agreement between said City and your petitioner which provides for the annexation of the premises described in Exhibit A to said City;
4. That said Annexation Agreement provides that, upon annexation of said premises to said City, said premises would be zoned as follows under the provisions of Chapter 44 of the Bloomington City Code - 1960, as amended M-1 Restricted Manufacturing District;
5. That your petitioner hereby request that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City and amend the Official Zoning Map of said City to reclassify said premises into the zoning district classification;
6. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises to the A-Agriculture District; and
7. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the zoning of said premises to the A-Agriculture District.

WHEREFORE, your petitioner respectfully prays that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises to M-1 Restricted Manufacturing.

Respectfully submitted,
John Nord, Trustee under the
provisions of a Trust Agreement
Dated April 4, 2007, known as
McLean County Land Trust H-313

John R. Nord
Trustee

ORDINANCE NO. 2007 – 55

**AN ORDINANCE ANNEXING CERTAIN TERRITORY
AS HEREINAFTER DESCRIBED TO THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

WHEREAS there has heretofore been entered into a certain Agreement for Annexation between the City of Bloomington and John Nord, Trustee of MCLT H-313*, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

WHEREAS the City Council of the City of Bloomington, after proper-notices were given, conducted a Public Hearing on said Annexation Agreement; and

WHEREAS the City Council of the City of Bloomington has determined that said premises are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the State of Illinois, and that the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (Ill. Rev. Stat., Chapter 24, Section 7-1-1); and

WHEREAS the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said land upon the annexation of same all as by Statute specifically provided.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the Annexation Agreement heretofore filed concerning annexation of the aforesaid property has been executed by the record owner of the property described therein, and that the Owner's Acknowledgment has been duly executed, under oath, by the owner of said property.

*If the property is held in a land trust, the name and address of each beneficiary of such land trust shall be identified in compliance with Chapter 148, Sec. 72 (Ill Rev. Stat.)

SECTION THREE: That the property hereinabove described is by this Ordinance hereby annexed to and does by said Ordinance became a part of the incorporated City of Bloomington,

McLean County, Illinois, and that the boundary of said City is hereby changed to include the property hereinabove described.

SECTION FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed,, and incorporated into this Ordinance.

SECTION FIVE: That this Ordinance shall be in full force and. shall be effective as of the time of its passage this 11th day of June, 2007.

PASSED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2007 - 56

**AN ORDINANCE REZONING VACANT LAND NORTH OF
BLOOMINGTO/PEORIA ROAD AND EAST OF US RT. 150
FROM A- AGRICULTURE TO M 1, RESTRICTED MANUFATURING DISTRICT**

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

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

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

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

1. That the premises hereinafter described in Exhibit "A" shall be and the same are hereby rezoned from A - Agriculture District to M - 1, Restricted Manufacturing District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of June, 2007.

APPROVED this 12th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property from Title Commitment

All that part of the West ½ of the Southwest of ¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying North of the State Road leading from Bloomington to Peoria, excepting therefrom that part conveyed to the people of the State of Illinois, Department

of Transportation in Warranty Deed Recorded April 10, 1986 as document No. 86-4697, in McLean County, Illinois.

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Pin # 13-36-301-001

Mayor Stockton opened the Public Hearing. Frank Miles, petitioner's attorney, 202 N. Center St., addressed the Council. He was present to represent the Nord family. Nord family members were also present at this evening's meeting. After the Planning Commission meeting, the Nord family met with the nearby residents. An agreement was reached to amend the Annexation Agreement. A transitional yard per City Code would be included in the agreement.

John Lancaster, 2520 Old Peoria Ct., addressed the Council. He noted that zoning issues were important to citizens. He believed that this issue could have been handled better. Citizens should be given proper notice. A sign had been posted on the property. However, he claimed that no one saw the sign. The City needed to do a better job and be more diligent. He had not received a notice from the City because his address was incorrect, (the street name was incorrect). Others received their notice shortly before the meeting. Citizens needed more time. He recommended the following remedies: 1.) better notice; 2.) bigger signs; and 3.) use correct addresses. People would be effected by this petition. How the government handled land issues was important. Mailings should be done earlier to ease suspicion. The Council needed to consider the public. Nearby residents had worked directly with the Nord family and their attorney.

Tom Hamilton, City Manager, informed the Council that addresses were obtained from property tax records. The mailing was done by the planning staff. Alderman Schmidt offered to hand deliver notices. She saw this as an opportunity for an alderman to

become involved. Alderman Stearns questioned the City Code. Mr. Hamilton stated that a notice is published in the newspaper. In addition, a mailing is done within 500' of the property line and a sign is posted on the property. The City had chosen to provide the mailing and signage.

Alderman Sage expressed his opinion that notification was key in outlying areas. The City had tried to tailor the mailing distance. He expressed his opinion that 500' was not that much. He recalled that there were times when the City went beyond this distance. City staff needed to consider how to address land issues through better communication. The sign location should be visible. He requested a recap of the notification requirements.

Mayor Stockton noted that the City went beyond state law. He wanted the notice requirements to be reasonable. He encouraged City staff to be creative.

Alderman Gibson noted that there was a review process in place. The City makes sure that the public is aware through its efforts.

Mayor Stockton closed the Public Hearing.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the revised Annexation Agreement and the Petitions for Annexation and Rezoning be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Ordinances passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition filed by John Nord, Trustee of Mclean County Land Trust H-313, dated April 4, 2007, requesting approval of the Preliminary Plan for Revenue Park Subdivision, which is commonly located north of Old Peoria Court and east of U.S. Route 150, a/k/a Mitsubishi Motorway, consisting of approximately 56.82 acres. (Case PS-02-07) (Ward 6)

BACKGROUND INFORMATION:

Adjacent Zoning

north - M-2 General Manufacturing (Normal) & A- Agriculture (County)
south - B-1 Highway Business District (City) & A- Agriculture (County)
east - A - Agriculture (County Zoning)
west - A- Agriculture (County Zoning)

Adjacent Land Uses

north - agriculture & one farm dwelling
south - single family dwellings & vacant land
east - vacant/ agriculture
west - vacant/ agriculture

Bloomington Comprehensive Plan: recommends “ heavy industrial” use for this property.

The property in question is a 56.82 acre tract of vacant agricultural land that the petitioner wishes to annex into the City and subdivide into three (3) lots and one (1) outlot as proposed on the Preliminary Plan for the Revenue Park Subdivision. In the proposed annexation agreement, the City would be agreeing to rezone all of this tract into the M-1, Restricted Manufacturing District within thirty (30) days of annexation and permit the proposed Lot 1 to be used as the site for a new Internal Revenue Service (IRS) National Distribution Center. The future land uses to be developed on Lots 2 and 3 are unknown at this time. Outlot 4 is to be reserved for the construction of a storm water detention basin as required by the City, and a storm water detention basin is also proposed on the east side of Lot 3.

The McLean County Regional Comprehensive Plan recommends that a new east-west collector street be constructed along the north side of the property in question as part of an extension of Enterprise Drive between Wylie Drive and Mitsubishi Motorway. The minimum right-of-way width required by the City for a collector street in a manufacturing district is 90 feet. The centerline for this particular 90 foot right-of-way width is on the north property line of the subject property so that the north 45 feet would be dedicated as the south half of this 90 foot right-of-way width. The “Review of Development Proposal for Consistency with Local and Regional Comprehensive Plans,” dated May 21, 2007, gave the Revenue Park Subdivision Preliminary Plan a project rating of: “E= Does not provide minimal or optional features. Project should be modified to be considered for approval.”

This rating was due in part to the fact that the Preliminary Plan did not show this right-of-way for Enterprise Drive when it was first submitted. The Preliminary Plan now shows this 45 foot strip as right-of-way for future Enterprise Drive.

The agreement now proposes that the owner may use the 45 feet of right of way to provide access from Mitsubishi Motorway to parking lots and access drives to be constructed on Lot 1 provided that such entrance to Lot 1 is not less than 150 feet east of Mitsubishi Motorway. At final platting, the owner would provide a 10 year adjacent street sub-standard roadway bond of \$140 per front foot for the amount of frontage on Enterprise Drive less the value of the extra right-of-way dedicated.

The Preliminary Plan also shows Revenue Drive, a new east-west cul-de-sac, that is to be constructed from Mitsubishi Motorway easterly into this tract with a circular turnaround at its east end. Lots 1, 2 and 3 will have direct access to Revenue Drive. Lot 3 will also have direct access to Old Peoria Court, but no direct access to Mitsubishi Motorway.

The Preliminary Plan proposes the installation of an 18” sanitary sewer from the existing 18” sanitary sewer on the north side of Illinois Route 9, easterly in the Route 9 right-of-way. Then northeasterly to Old Peoria Court, then northwesterly as a 15” sewer in the Old Peoria Court right-of-way to the easterly side of the subject tract, then northerly as a 15” sewer to the north side of Lot 3, then westerly as an 8” sewer to the proposed Lot 1.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on May 23, 2007. Mr. Frank Miles, Attorney at Law, 202 N. Center Street, presented arguments at this public hearing in favor of this petition on behalf of the petitioner. Mr. Miles discussed the City staff’s belated request that the petitioner revise the Preliminary Plan of the Revenue Park Subdivision to provide 45 feet of right-of-way for Enterprise Drive, an east/west collector street along the north side of the tract. He noted that the right-of-way will be incorporated into the Preliminary Plan and that everything will be shifted 45 feet to the south as a result. Mr. Miles noted that Revenue Drive may become a cul-de-sac rather than a stubbed street since Enterprise Drive will serve as a connecting route to the east. He expressed confidence that making the necessary changes for Enterprise Drive would be easily resolved between City staff and the petitioner prior to appearing before Council.

Mr. Doug Grovesteen, Director of Engineering, apologized that City staff had not provided the petitioner with information earlier about the planned east/west collector street. He noted that the route does appear in the transportation plan of the McLean County Regional Comprehensive Plan but had been omitted from both the Town of Normal Comprehensive Plan and the City of Bloomington Comprehensive Plan. Mr. Grovesteen noted that Normal had already approved two (2) subdivisions to the north of the subject tract that have platted right-of-way off the south 45 feet of those subdivisions for this collector street. He related that the annexation agreement for the Interstate Center contains a promise to give right-of-way for this proposed road and a sketch of the intended route.

The following persons presented testimony in opposition to this petition at this public hearing:

Mr. Ralph Bellas, 2508 Old Peoria Court
Mr. Ron Umbright, 2516 Old Peoria Court
Mr. Peter Klein, 2518 Old Peoria Court

Mr. Bellas testified that he was opposed to this development. He pointed out that the name of their street is “Old Peoria Court” not “Bloomington/Peoria Road” as was mentioned in the public notice for this public hearing. He said the neighbors have enjoyed a rural setting for many years and want to keep it that way. He questioned the need for trucks to use Old Peoria Court for access to these new lots and asked the Commission to restrict truck access.

Mr. Miles noted that access from Old Peoria Court to Lot 3 could be discussed when Lot 3 is developed. He noted that the petitioner is requested to contribute an “adjacent substandard road improvement fee” and it is customary that: “if you have to pay for it you are allowed to use it.”

Mr. Umbright testified that there had not been enough long term planning for this area and commented that new uses are being allowed all around the area. He asked for a berm, planted with trees, to be provided to create visual screening between the houses to the south and the subject development immediately to their north. Mr. Umbright pointed out that the surrounding unincorporated area has been zoned 'Agriculture' under McLean County's jurisdiction. He said he is concerned that his property value might be negatively impacted and concluded by stating that he was opposed to this development.

Mr. Klein stated that subject site had been farmed for years, and would not like to see it changed.

Mr. Miles stated that he understood the concerns of the homeowners in the Wrightonian Farm Subdivision. He said the City has grown out around them. He remarked that there has been a "Mitsubishi corridor" for industrial purposes since the auto plant went in. He noted that residential areas on Maple Hill Road and in the Les Wilson Subdivision have remained residential even though commercial and industrial uses have surrounded them.

Commissioner Dulac questioned the possible subdivision of Lot 3. Mr. Miles replied that any further subdivision would require that the petitioner return before the Planning Commission seeking approval of a new preliminary plan, for at least that lot. He observed that if not further divided the lot may be used for warehouses or some other large-lot industrial use if it is zoned M-1, Restricted Manufacturing District.

Chairperson Cain questioned how this site would be different from a site on East Empire Street. Mr. Miles replied that having an adjacent residentially-zoned area, under City Zoning Code, would require additional setback and screening for a lot zoned for business or manufacturing. He noted that the adjacent residential in this case is not in the City and does not by City Zoning Code, require setback and screening on a lot zoned for business or manufacturing.

Commissioner Stuckey questioned whether any restrictions existed for the use of Old Peoria Court. Mr. Emmons responded that it is currently a Township road and may have weight restrictions. Mr. Miles pointed out the intent is to have the road be improved to City standards. Commissioner Dulac noted that a consequence of restricting truck access off Old Peoria Court could be longer driveways from Revenue Drive or Mitsubishi Motorway across these lots.

Chairperson Cain announced that e-mails had been received, one from John and Judy Lancaster of 2520 Old Peoria Court and the other from Mr. Lyle Day of 2524 Old Peoria Court, requesting that cases Z-12-07 and PS-02-07 be laid over. Chairperson Cain read the content of both e-mails into the record at the public hearing.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition in Case PS-02-07 and the testimony submitted, the Planning Commission, by a vote of 7 to 0, passed a motion to recommend Council approval of Case PS-02-07 as revised in accordance with staff's concerns and with the changes in the preliminary plan to incorporate the proposed Enterprise Drive right-of-way.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends that Council approve the Petition and adopts the Ordinance approving the Preliminary Plan for the Revenue Park Subdivision, as revised to show the proposed Enterprise Drive right-of-way and all of the following revisions:

1. On the Cover sheet revise the legal description to refer to the centerline of “Old Peoria Court (formerly known as Old Peoria Road or Bloomington-Peoria Road)”.
2. On sheet 2, revise the label on the road on the south side of the site to read: “Old Peoria Court (formerly known as Old Peoria Road or Bloomington-Peoria Road)”.
3. On sheet 2, show 5’ no access strips along both sides of Revenue Drive for at least 150 feet east of the east right-of-way line of Mitsubishi Motorway and along the south side of future Enterprise Drive for at least 150 feet east of the east right-of-way line of Mitsubishi Motorway.
4. On sheet 2, the existing water main in Mitsubishi Motorway is 20 inches in diameter, rather than the 8 inch shown.
5. On sheet 2, in the Typical Street Section the sidewalks on both sides of Revenue Drive shall be 5 feet in width.
6. On the Cover sheet revise the “PLANNING COMMISSION ACTION” and “NOTICE OF APPROVAL OF PRELIMINARY PLAN” certificates to read as follows:

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

“Notice is hereby given that this Preliminary Plan of Revenue Park Subdivision shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto.”

The Planning Commission of Bloomington, Illinois

Date: _____

By: _____
Chairman

By: _____
Executive Secretary

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

“The Preliminary Plan of Revenue Park Subdivision shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A, which is attached hereto.”

The City Council of Bloomington, Illinois

Date: _____

By: _____
Mayor

Attest:

City Clerk

7. On the Cover sheet revise Note 1. to read: “The total area of the proposed site is 56.82 ± acres and is to be subdivided into 3 M-1 lots and 1 M-1 outlot.”

8. On the Cover sheet revise Note 2. to read: the site is currently zoned agriculture and will rezoned as follows:

Lots	1-3	M-1
Outlot	4	M-1

9. On the Cover sheet revise Note 10. to read: “proposed 5’ P.C. Concrete sidewalks on both sides of Revenue Drive.”

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF PRELIMINARY PLAN FOR A SUBDIVISION

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 interested as owner in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the Preliminary Plan for a subdivision of said premises to be known and described as Revenue Park Subdivision which Preliminary plan 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: all those listed on the Preliminary Plan, if any, or permitted by any Annexation Agreement or record.

WHEREFORE, your Petitioner prays that the Preliminary Plan for the Revenue Park Subdivision submitted herewith be approved with the exemptions or variation as requested herein.

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

By: Frank Miles

ORDINANCE NO. 2007 – 57

**AN ORDINANCE APPROVING THE PRELIMINARY PLAN OF
THE REVENUE PARK SUBDIVISION**

WHEREAS, there was heretofore file with the City Clerk of the City of Bloomington, McLean County, Illinois a petition for approval of the Preliminary Plan of Revenue Park Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference;

WHEREAS, said Petition requests the following exemptions or variation from the provisions of the Bloomington City Code, 1960, as amended: all those listed on the Preliminary Plan, if any, or permitted by any Annexation Agreement of record;

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and the Preliminary Plan attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision 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 Preliminary Plan of the Revenue Park Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage on this 11th day of June, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property from Title Commitment

All that part of the West ½ of the Southwest of ¼ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, lying North of the State Road leading from Bloomington to

Peoria, excepting therefrom that part conveyed to the people of the State of Illinois, Department of Transportation in Warranty Deed Recorded April 10, 1986 as document No. 86-4697, in McLean County, Illinois.

Metes and Bounds Description of Property

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 Southwest corner of said quarter; thence North 01 degrees 43 minutes 35 seconds West 804.97 feet along the West line of said quarter to the centerline of the Bloomington-Peoria Road; thence South 68 degrees 42 minutes 25 seconds East 238.18 feet along said centerline 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 North 01 degrees 09 minutes 36 seconds West 21.64 along said Easterly right of way line; thence North 34 degrees 56 minutes 00 seconds West 166.25 feet along said Easterly right of way line; thence North 01 degrees 09 minutes 36 seconds West 1799.46 feet along said Easterly right of way line to the North line of said quarter; thence south 89 degrees 32 minutes 40 seconds East 1151.96 feet along the North line of said quarter to the East line of the West half of said quarter; thence South 01 degrees 27 minutes 09 seconds East 2369.51 feet along the East line of the West half of said quarter to said centerline; thence North 68 degrees 42 minutes 25 seconds West 1159.04 feet along said centerline to the point of beginning; said lands containing 56.82 acres, more or less, all being situated in Dry Grove Township, McLean County Illinois.

Pin # 13-36-301-001

Tom Hamilton, City Manager, introduced this item. There had been a public hearing before the Planning Commission. The Preliminary Plan was in compliance with City Code. City staff recommended approval.

Motion by Alderman Gibson, seconded by Alderman Purcell that the revised Preliminary Plan be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Demolition of Coachman

In August of 2006, Council authorized hiring of outside counsel to file a repair/demolish lawsuit to compel the repair or demolition of the Coachman. The complaint was filed in January, 2007. Once the complaint was filed, Andrew Colburn, who was buying the property under a Contract for Deed, relinquished any interest he had in the property to his seller, Wei Ye. Mr. Colburn always insisted that the property could be renovated and the lawsuit was filed in anticipation of having to litigate the issue of demolition. However, Mr. Ye had a more realistic view. He did not file an answer to City's complaint and has admitted that the building should be demolished. However, he does not have the funds to perform the demolition himself.

Demolition costs had been estimated at between \$120,000 and \$150,000. Given Mr. Ye's position, staff sought Council's authorization to settle the lawsuit by offering to demolish the structure, advance the costs of doing so and place a lien on the property to recover the costs. This would be the end result of the litigation and staff believed it would expedite matters to proceed with consent.

The offer was made to Mr. Ye and accepted. However, Mr. Ye subsequently entered into a contract to sell the property to Ward Waller and that then required Mr. Waller's consent. Fortunately, Mr. Waller agreed that the property should be demolished and indicated that he would give his consent. The agreement allows the City to proceed with demolition of the structure and requires payment of the costs upon the sale of either Mr. Ye's, or Mr. Waller's interest in the property. The City will place a lien on the property to secure payment of the costs. If Mr. Ye or Mr. Waller do not sell the property within a reasonable period time, the City can foreclose its lien to obtain payment if necessary.

Staff believes this agreement is in the best interest of the City and respectfully recommends Council approval. There is real interest in developing this property once the existing improvements have been removed. Mr. Waller has indicated to staff that he plans to subdivide the property into two (2) lots, one commercial, fronting Washington Street and one residential, fronting Jefferson Street. He has solid prospects for the commercial property. With this potential, the property will no doubt transfer within a short period of time following demolition and the City will have a short holding period between the expenditure of funds and repayment.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

CONSENT TO DEMOLISH

This Agreement made this 2nd day of July, 2007 between Wei Ye, hereafter “Ye”, and Ward Waller, hereafter “Waller” and the City of Bloomington, hereafter “City”.

WHEREAS, Ye owns or otherwise has an interest in the property commonly known as 408 E. Washington in Bloomington, Illinois, with improvements known as The Coachman Motel, hereafter “the Coachman”, which property is legally described as:

Lot 2, EXCEPT the East 8 feet thereof, Lot 3, Lot 4 EXCEPT the West 28.74 feet thereof, Lot 9, EXCEPT the West 28.74 feet thereof, Lot 10 and the West ½ of Lot 11, all in Block 3 in Evans’ Addition to the City of Bloomington, in McLean County, Illinois

and;

WHEREAS, Waller has entered into a Contract with Owner to purchase the Coachman; and

WHEREAS, the motel structure has become so old, dilapidated and has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use so that it would be unreasonable to repair same; and

WHEREAS, the City filed a lawsuit to compel Ye to demolish said structure pursuant to 65 ILCS 5/11-31-1, which lawsuit was filed in the McLean County Circuit Court on January 16, 2007 as case no. 07 MR 12, and which proceedings are still pending; and

WHEREAS, Waller was not made a party to the aforescribed law suit, but Waller was fully informed about the condition of the Coachman and had knowledge of the legal proceedings when he entered into the contract to purchase the Coachman; and

WHEREAS, Ye and Waller agree that the motel structure should be demolished , but they lack sufficient funds to perform the work; and

WHEREAS, City, Ye and Waller have reached an agreement whereby City will demolish the structure and advance the costs of doing so with the understanding that Ye and Waller shall reimburse City for the demolition costs as further provided in this agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Ye and Waller hereby give City permission to demolish the structure located on the property at 408 E. Washington Street, Bloomington, Illinois and gives City, its employees, contractors and/or agents the right to enter onto the property at 408 E. Washington for any and every purpose related to the demolition of the structure located thereon. The City’s right of entry shall extend to and include the interior of the structure to be demolished.

2. City shall solicit bids for the demolition of the structure and City shall enter into a contract with the bidder who City, in its sole discretion, believes will perform the job responsibly for the least cost. For purposes of this agreement, demolition shall include razing the structure, removing and disposing of all building debris, including footings and foundation walls, in an approved landfill and backfilling and excavated area. City shall notify Ye and Waller when the bid has been awarded and provide the name of the bidder and the amount of the bid. Ye and Waller shall retain the right to demolish the structure themselves at their expense on the following conditions. They must provide City with written notice of their intent to make their own arrangements for demolition within ten days of receiving notice of the award of the City's bid and the demolition must be completed within 60 days of the date of their notice. Ye and Waller further agree that the consent given to the City to demolish shall remain in effect until the structure has been razed whether by City or Ye and/or Waller and that City may still perform the demolition in the event Ye and Waller elect to make their own arrangements if it has not been completed within the required 60 days. Ye and Waller understand that City shall have no obligation to fund or cover the cost of any work contracted by them.

3. Ye and/or Waller shall vacate the premises and remove all personal property from the structure prior to the start of demolition. They shall have the right to salvage building materials, fixtures, heating, cooling, plumbing and electrical equipment, windows, doors, flooring or other like elements from the structure, but no salvage work may be performed prior to the award of demolition bid and all salvage work must stop when the demolition contractor begins work. Personal property or salvageable materials/items remaining in or about the property after that time shall be deemed abandoned and the City can dispose of them as it sees fit.

4. Ye and Waller agree to reimburse City for the full, actual costs of the demolition in the following manner. Ye shall repay City the full principal amount due without interest upon the earlier of two years from the date of demolition or upon the sale, transfer or other termination of Ye's interest in the property, except in the case of sale to the Waller. In the case of the sale to Waller, Ye shall be required to pay City \$50,000.00 at the time of sale and shall be released from any further liability for payment of demolition costs. Waller shall assume Ye's obligation to pay any remaining balance due without interest which amount shall be paid the earlier of two years from the date of sale to Waller or the sale or transfer or other termination of Waller's interest in all or part of the property. Waller shall have no obligation to pay any of the demolition costs if he does not complete the purchase of the Coachman. The City will place a lien on the property to secure payment of the demolition costs. Any unpaid amount secured by the City's lien shall bear interest at the statutory rate of nine percent (9%) per annum beginning on the date payment is due. City may foreclose its lien if payment is not made when due and any costs of foreclosure, including court costs and other fees incurred shall be added to the amount due.

5. It is the mutual understanding of the parties to this agreement that the City's offer to perform and advance the costs of the demolition was based upon the expectation that the City would be fully reimbursed and that the City's lien would have priority over any other liens and encumbrances, except taxes as provided in 65 ILCS 11-31-1(a). Ye and Waller agree that the property shall not be transferred to Waller or any other person and that no liens, mortgages or other encumbrances shall be placed or allowed to be placed on the property until the City completes demolition and files its notice of lien. City shall have the right to terminate this

agreement in the event of a violation of this provision and seek an order for demolition through the court. In the event either Ye or Waller violate this provision after the City has commenced demolition, City may complete the demolition and proceed against either Ye or Waller personally, depending on which party is responsible, to recover its costs.

6. This agreement contains the complete understanding of the parties as to the demolition of the structure at 408 E. Washington, Bloomington, Illinois and shall supersede any previous agreements and understandings, whether written or oral, express or implied, with regard to the subject matter of this agreement.

7. This agreement shall be governed by and construed in accordance with Illinois law.

8. Notices shall be mailed to the respective parties at the addresses listed below:

City of Bloomington:

Legal Department
109 E. Olive Street
Bloomington, IL 61701

Wei Ye:

Kathleen McDonald Kraft
105 N. Center Street
Bloomington, IL 61701

Ward Waller:

John William Yoder
306 E. Grove Street
Bloomington, IL 61701

CITY OF BLOOMINGTON,
a municipal corporation

By: Stephen F. Stockton
Mayor

Wei Ye

Attest:

Ward Waller

Tracey Covert
City Clerk

Tom Hamilton, City Manager, introduced this item. He informed the Council that Hannah Eisner, Deputy Corporation Counsel had drafted the agreement. Ms. Eisner addressed the Council. The Consent to Demolish involved both the property owner and the individual who had entered into a contract for purchase of the property. In the past, the City had offered to up front the demolition cost. The building was vacant. The City would advance the funds to cover the demolition and place a lien on the property. The Contract for Sale involved two (2) tracts of land. All of the deeds would be held in trust. The City

would initially recoup a portion of the cost at the time of the sale from Mr. Ye to Mr. Waller. The remainder would be recouped at the time of sale from Mr. Waller to an unknown future buyer. The City would finance the demolition to make the property more marketable. Ms. Eisner noted that the situation had changed. If the sale between Mr. Ye and Mr. Waller were to fall through then Mr. Ye would owe the City for the total cost of the demolition. Time line to repay the lien was two (2) years from the date of sale.

Mr. Hamilton noted the value of the property against the demolition cost, the outstanding water bill, and outstanding property taxes.

Alderman Sage questioned if the City would recoup its' costs. Ms. Eisner stated that there were no guarantees. Based upon best evidence, Ms. Eisner expressed her opinion that the City would recoup these dollars. She believed that the appraisal value was good. There was a contract between Mr. Ye and Mr. Waller. The property would be marketed to a third party. There had been interest in this property. She noted that if the foreclosure was completed with in house staff the fees would total \$3,000. The time frame was estimated at eighteen, (18), months. The building would be demolish by fall 2007. She anticipated a July 1, 2007 closing. The City had requested a delay until the building was demolished.

Mayor Stockton noted that this item involved some risk. It had been an issue for years. He hoped that after the demolition there would be more participation by the private sector. Ms. Eisner informed the Council that the City could file a demolition lawsuit. The Council had the opportunity to issue the demolition of the building right now or to wait for a trial.

Mr. Hamilton noted that the utilities would be addressed prior to demolition.

Motion by Alderman Schmidt, seconded by Alderman Purcell to allow someone to speak.

Motion carried.

Charles Williams, 1325 E. Empire St, addressed the Council. He spoke as a representative for the Lafayette Apartments. He had spent sixteen (16) years renovating the building. The tenants were very concerned about the Coachman. It was a dangerous place. The sooner the building was removed the better. The City should recover its costs with interest.

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

Motion carried.

Mayor Stockton requested that the Police Department patrol the Coachman.

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

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

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

Nays: None.

Motion carried.

The following was presented:

Doug Grovesteen, Director of Engineering, presented the lone bid for seeding. The bid was submitted by F & W Landscaping in the amount of \$31,316. The bid surety was a cashier's check in the amount of \$3,131.60. The engineer's estimate was \$29,380. The amount budgeted was \$25,000. The bid amount was over the engineer's estimate by seven percent, (7%). In addition, this amount was twenty-five percent, (25%) over budget. Mr. Grovesteen recommended that the bid be accepted, and the contract amount limited to the funds budgeted. The Council would accept the unit price while limiting to the total cost.

Alderman Fruin expressed his surprise that there was only one (1) bidder. Mr. Grovesteen informed the Council that this item had been rebid. The first time there were not any bidders. This time the bid had been mailed to prospective bidders. He had a listing of firms that had been mailed the bid packet. Alderman Fruin suggested that City staff recommend waiving the formal bid process when the number of prospective bidders was limited.

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid for Seeding at Various Locations, 2007-2008 be awarded to F & W Landscaping at a cost not to exceed \$25,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton had recently returned from a Sister City visit to Asahikawa, Japan to celebrate the 45th Anniversary. He described the visit as successful. An Illinois Wesleyan University vocal group performed a "suspended" free concert. He estimated attendance at 1,000. A group will travel here for the 50th Anniversary. He had received a gift from the Mayor. A Japanese doll would be added to the City's collection.

He informed the Council that he would be unable to attend the Council's June 25, 2007 meeting. Alderman Finnegan would chair the meeting and be given the authority to execute documents.

He was currently working with the University of Illinois' Institute for Government and Public Affairs, (IGPA). He hoped to have the IGPA conduct a one (1) day retreat in June or July 2007. The cost would be minimal. The structure of the morning would be to address how the Council could be proactive, perform some long term planning, and learn to work as a unit. The afternoon would provide for discussion time. He requested feedback from the Council, (interested in, possible dates, agenda items).

Alderman Purcell expressed his support. He had learned a lot at the Illinois Municipal League's newly elected officials training. Alderman Fruin added that he was very encouraged to hear about such a meeting. Alderman Sage wanted to understand the best practices of other entities.

The Mayor encouraged the group to set a day aside, perhaps in July or August for this meeting.

He anticipated pending discussion regarding the US Cellular Coliseum. The Council had received a memorandum from Tom Hamilton, City Manager, regarding proposed budget amendments. The Council would consider budget cuts and then consider various revenue sources. He noted the Council's reaction and concern regarding the Police Department's budget.

Alderman Schmidt questioned staffing levels within the Police Department. She believed that staff should be based upon population and geographic spread. Roger Aikin, Police Chief, noted that for a City with a population of 75,000 there should be seventeen (17) staff members per 10,000 residents. The federal government recommends twenty-one (21) staff members per 10,000 residents within the Midwest. These figures included sworn officers. In 2006, the range for Central Illinois cities was from eleven (11) to twenty-six (26). After the City's Special Census, the number fell from nineteen (19) to seventeen (17). The City would need 150 staff members to reach the median. The Police Department has been allocated 129 positions. There are 126 on staff. Technology can be used to address response time. Tom Hamilton, City Manager, noted that the City's response time was better than the standard.

Chief Aikin noted that the department had been fully staffed in 2005. In 2006, six (6) new officers were hired. Two (2) of these did not complete probation. There are a

limited number of seats available at the Police Training Institute, (PTI). There were approximately ten (10) opportunities per year to place candidates in PTI. PTI lasted for twelve (12) weeks. The hiring process was the same for entry level Police Patrol Officer and Experience Officer Hiring Program, (EOHP). Field Training Officers, (FTO), must also be available. An EOHP candidate went through a sixteen (16) week in-house training program.

Mayor Stockton had heard three (3) issues: 1.) proper size of the department; 2.) geography; and 3.) training issues. He believed that the Town of Normal should be involved in item 2. Training issues involved entry level, EOHP, and FTO. A key question he heard was the percentage of officers on the street.

Alderman Fruin questioned turnover. The department had been fully manned once. He questioned the department's demographics, (age of police force, age of retirement, etc.). Chief Aikin noted that pensions were portable. Police officers have mobility. Officers have been lost to the FBI, (Federal Bureau of Investigation), and the Secret Service. He expressed his opinion that the department would always be short. He cited PTI and FTO issues. Currently there were seven (7) EOHP candidates in process.

Alderman Sage requested a forecast of who would be eligible to retire. Citizens were concerned about crime. Chief Aikin stated his intention to fill vacancies before addressing new positions. He did not believe that the department would be able to address new positions until January or February 2008. He addressed staffing by shift, (first shift – fifteen; second shift - eighteen; and third shift - seventeen). Patrol man per shift varied, (eight to twelve per shift).

Mayor Stockton expressed his concern regarding the basics, (water, infrastructure, and public safety). He added his concern about public perception. Chief Aikin reviewed actual hiring based upon the budget. He had considered changing the process for entry level testing. Options included annual testing and/or walk in testing. He was interested in a more fluid process. Any change would require the Board of Fire & Police Commission to change its rules.

Mayor Stockton believed that this was a vital issue. He questioned the department's plans. Chief Aikin stated that ultimately it was an issue of dollars and cents. The City could set a goal to reach the median, (150 personnel). He did not believe that this goal could be reached in two (2) years. Mayor Stockton expressed his opinion that what was needed was officers on the streets. Chief Aikin expressed his opinion that the key was response time. There would be substations within the two (2) new fire stations. There will always be something to do. He was still in a hiring mode. Mayor Stockton questioned if the City should be closer to the median number. Chief Aikin stated his preference for 150 officers.

Alderman Purcell questioned where the dollars would come from to address policing issues. Mayor Stockton agreed that represented another issue – what could the City afford?

Alderman Sage expressed his opinion that there needed to be a plan to increase the number of police officers on the street.

Alderman Fruin expressed his concern. He added that there were mutual aid agreements in place.

Chief Aikin stated that the department was currently down six (6) officers. Two (2) entry level candidates were in the hiring process. He hoped to hire EOHP candidates in July. Shortfalls in personnel are felt in the specialized divisions. Patrol was a primary function of police work.

Alderman Stearns cited increasing neighborhood concerns about crime. People wanted to feel safe.

Alderman Hanson noted that the current proposals were a short fix. The Council had considered budget cuts and looked at revenue streams to arrive at figures that were palatable.

Alderman Schmidt expressed her concern regarding media coverage. Mr. Hamilton estimated the cost of upgrading the Council chambers at \$90,000. Alderman Fruin recommended that the Council meetings be moved to the Government Center.

Mayor Stockton recommended that the Council continue to meet at City Hall. He expressed his opinion that the audio visual costs would be the same. He noted the issues which the City Clerk would have to address. He restated that the Council should continue to meet at City Hall. City staff should investigate cost cutting measures. The key goal would be to restore funds for audio visual.

Mayor Stockton noted that the first priority would be to find the funds for the Police Department if they have viable candidates to hire. Contingencies will be left out there.

Alderman Hanson noted that next year's budget was coming quickly. Funds had to be reallocated to cover debts. The Council needed to look to future years' budgets. The City needed to reduce costs and increase revenues.

Mayor Stockton expressed his concern regarding the actual debt at the US Cellular Coliseum, (USCC). Each year the City needed to set a goal. Measurements should be taken monthly. Ultimately, the City needed additional revenue. Alderman Sage requested monthly reports. Mr. Hamilton informed the Council that Central Illinois Arena (CIA) Management was required to provide a report by the 25th of the month. Alderman Sage added that incremental improvement goals should be established. Alderman Purcell requested a listing of confirmed events. Goals needed to be measurable. CIA needed to be held accountable. Alderman Hanson expressed his opinion that there needed to be an oversight group in place.

Alderman Gibson expressed his belief that the Council was going in the wrong direction. The Council will have to address a number of issues in the future. The USCC impacts quality of life within the community. Costs would increase over time. The key issue was having the means to cover these costs in the future.

Mayor Stockton noted that the USCC needed a short term fix. In addition, the Council needed to address future years. Mr. Hamilton reminded the Council that they would only vote on budget amendments to cover overages.

Mayor Stockton recommended that a committee be formed. Alderman Schmidt had expressed her willingness to serve. The Mayor added his willingness to serve. He noted that another Council member would be allowed to attend. Meetings would be held on a monthly basis. The committee would serve as a communication tool. Options would be brought before the Council.

Alderman Schmidt expressed her interest in benchmarking ideas. In addition, she was interested in better ways to communicate. The USCC was a big issue. She believe that everyone involved wanted the facility to be a success.

Mayor Stockton was open to volunteers from the business community.

Mayor Stockton proposed a public meeting which would be held at the USCC. The City would provide information. He suggested question and answer sessions. He wanted the public to see the facility.

Aldermen Purcell and Finnegan expressed their support for the idea. Refreshments should be provided. The USCC was a great building.

Alderman Hanson expressed his support for an open house. He did not support an open forum on financing. The role of the Council was to handle this issue.

Alderman Schmidt informed the Council that she had received thoughtful responses. The USCC was a community issue. The community had ideas on how to address same.

Alderman Stearns expressed her support for an event with a set format with rules.

Mayor Stockton expressed his belief that the majority of the Council had agreed to host a reception/meeting at the USCC.

Alderman Sage expressed his interest in soliciting input and gathering same through the use of flip charts. Mayor Stockton recommended that a special email account be established.

Alderman Purcell cited the risk factor by hosting an open forum.

Alderman Huette noted that public input was great. This information should be directed to the committee. The City had hired a management group to operate the facility.

Alderman Schmidt expressed her opinion that additional communication was better. Mayor Stockton expressed his interest in constructive advice for the future. The Council needed to listen.

Alderman Gibson expressed his opinion that the financial issue needed to be solved.

Mayor Stockton expressed his opinion that one session to address concerns and accept public input would be unmanageable.

Alderman Hanson recommended that an open house be held with information available.

Alderman Fruin recommended that Mayor Stockton and Alderman Schmidt set the agenda. He added that City staff should be included.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Finnegan commended the Engineering Department staff for a meeting which was held at St. John's Church regarding Towanda Ave. City staff did a good job and he received positive comments.

Alderman Hanson complimented Dean Kohn, Director Parks & Recreation, and the Parks & Recreation staff for their efforts on Gaelic Park.

Alderman Sage complimented City staff. Hamilton Rd. was open and working well.

Alderman Schmidt expressed kudos for City staff involved with the GLT Summer Concert. The event was well received and well attended. Alderman Purcell echoed Alderman Schmidt's comments.

Alderman Gibson noted that the state's smoke free law would take effect on January 1, 2008. He questioned if there was interest on the Council to rescind the City's ordinance. The City would have the opportunity to recoup lost sales tax dollars. He recommended that the City eliminate its ban and let the state decide.

Todd Greenburg, Corporation Counsel, informed the Council that any action should be in the form of an amendment. Mayor Stockton expressed his opposition to placing such an item before the Council. Mr. Greenburg acknowledged that the Council could vote to repeal the previous ordinance effective immediately.

Alderman Gibson recommended that the Council move forward.

Motion by Alderman Hanson, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 10:30 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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