

**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, February 12, 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: Joseph “Skip” Crawford, Kevin Huette, Allen Gibson, John Hanson, Jim Finnegan, Steven Purcell, Karen Schmidt, Michael Matejka and Mayor Stephen F. Stockton.**

**Deputy City Manager Barbara J. Adkins, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.**

**Absent: Tom Hamilton, City Manager.**

**The following was presented:**

To:           Honorable Mayor and Members of the City Council  
From:        Staff  
Subject:     Council Proceedings of June 27, 2005 and Work Session Proceedings of January 8, 2007

The Council Proceedings of June 27, 2005 and Work Session proceedings of January 8, 2007 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert  
City Clerk

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the reading of the minutes of the Council Proceedings of June 27, 2005 and Work Session of January 8, 2007 be dispensed with and the minutes approved as printed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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

Barbara J. Adkins  
Deputy City Manager

(ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Hanson 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 fourteenth partial payment to Felmley Dickerson in the amount of \$239,262.34 on a contract amount of \$2,669,586 of which \$2,599,991.58 will have been paid to date for work certified as 97% complete for the Library Expansion. Completion date – November 2006.
2. The tenth partial payment to Supreme Radio Communications, Inc. in the amount of \$1,075 on a contract amount of \$12,900 of which \$10,750 will have been paid to date for work certified as 83% complete for the Service Maintenance Agreement. Completion date – April 2007.
3. The seventh partial payment to APACE Architects & Design in the amount of \$1,502.50 on a contract amount of \$219,950 of which \$34,202.50 will have been paid to date for work certified as 16% complete for the Design of Fire Station #5. Completion date – May 2008.
4. The second partial payment to SECOA, Inc. in the amount of \$109,122 on a contract amount of \$120,122 of which \$114,122 will have been paid to date for work certified as 95.01% complete for the Fabrication & Installation of Orchestra Enclosure. Completion date – April 2006.
5. The third and final payment to SECOA, Inc. in the amount of \$6,000 on a contract amount of \$120,122 of which \$120,122 will have been paid to date for work certified as 100% complete for the Fabrication & Installation of Orchestra Enclosure. Completion date – April 2006.
6. The tenth and final payment to Kone, Inc. in the amount of \$4,812 on a contract amount of \$176,057 of which \$176,057 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum. Completion date – April 2006.
7. The eighteenth and final payment to GA Rich & Sons, Inc. in the amount of \$2,544 on a contract amount of \$1,352,598 of which \$1,352,598 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum. Completion date – April 2006.
8. The sixteenth and final payment to D & H Electric in the amount of \$371,508.30 on a contract amount of \$2,896,956 of which \$2,896,956 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum. Completion date – April 2006.
9. The twentieth partial payment to Clark Dietz, Inc. in the amount of \$206.13 on a contract amount of \$330,000 of which \$307,507.86 will have been paid to date for work certified as 93% complete for the Hamilton Road – Timberlake to Main St. Completion date – January 2007.

10. The tenth partial payment to Testing Services Corporation in the amount of \$1,937 on a per ton and hour contract of which \$31,623.05 will have been paid to date for work certified ongoing for the 2006-2007 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date – July 2007.
11. The sixteenth partial payment to Stark Excavating, Inc. in the amount of \$27,027.40 on a contract amount of \$1,399,893.75 of which \$1,368,745.30 will have been paid to date for work certified as 98% complete for the Euclid Avenue – Oakland to Washington. Completion date – February 2007.
12. The third partial payment to Cochran & Wilken, Inc. in the amount of \$5,175 on a contract amount of \$11,500 of which \$10,925 will have been paid to date for work certified as 95% complete for the Feasibility Study of Asian Carp Disbursal. Completion date – December 2007.
13. The first partial payment to Farnsworth Group in the amount of \$1,500 on a contract amount of \$50,000 of which \$1,500 will have been paid to date for work certified as 3% complete for the Ultraviolet Light & Hydrogen Peroxide Feasibility Study. Completion date – October 2007.
14. The twelfth partial payment to Clark Dietz, Inc. in the amount of \$10,563.57 on a contract amount of \$140,000 of which \$109,768.39 will have been paid to date for work certified as 78% complete for the Locust – Colton CSO Study. Completion date – January 2007.
15. The sixteenth partial payment to Farnsworth Group in the amount of \$2,298.90 on a contract amount of \$295,300 of which \$255,205.04 will have been paid to date for work certified as 86% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – January 2007.
16. The third partial payment to Gildner Plumbing, Inc. in the amount of \$38,313 on a contract amount of \$621,783 of which \$365,780 will have been paid to date for work certified as 61.9% complete for the Fox Creek Road 16” Water Main: Beich to Old Cabintown. Completion date – May 2007.
17. The first partial payment to Lewis Yockey & Brown, Inc. in the amount of \$21,600 on a contract amount of \$22,750 of which \$21,600 will have been paid to date for work certified as 95% complete for the Design Main Replacement on Moore, Cloud, and Ryan. Completion date – December 2008.
18. The fourth partial payment to Village of Downs in the amount of \$13,792.21 on a contract amount of \$3,936,372 of which \$115,267.30 will have been paid to date for work certified as 3% complete for the Village of Downs and City of Bloomington Sewerage Improvements Project. Completion date – March 2008.

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

Respectfully,

Barbara J. Adkins  
Deputy City Manager

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

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Sesquicentennial Sponsorship at Illinois State University

Illinois State University has asked that the City become a sponsor of its Sesquicentennial celebration. The Town of Normal has approved a sponsorship of \$20,000. McLean County has approved a sponsorship of \$10,000. A poll of the Council members indicated that a majority supported the City providing a sponsorship of \$20,000.

Attached is a description of what the City will receive for its \$20,000 sponsorship. Additionally, there is a three (3) page report that lists the sesquicentennial events and activities at Illinois State University.

Staff respectfully recommends that Council authorize the sponsorship of the Illinois State University Sesquicentennial at a level of \$20,000. Funds for the sponsorship will come from the City's Contingency Fund (account number 19110 79990).

Respectfully,

Tom Hamilton  
City Manager

**CITY OF BLOOMINGTON  
150<sup>th</sup> SESQUICENTENNIAL CONTRACT**

City of Bloomington will receive:

- \* Four tickets to reception at President's Residence for one Sesquicentennial speaker and picture with speaker
- \* Twelve reserved seats for one Sesquicentennial speaker presentation and 6 parking passes
- \* Twelve gala tickets
- \* Inclusion in Sesquicentennial advertising, to include print, radio, posters, flyers, signage on campus
- \* Business name on Sesquicentennial website
- \* Business name on banner at all Sesquicentennial events
- \* Business name listed in program at Sesquicentennial Appreciation Dinner (Spring 2008) at President's residence

COST: \$20,000

Invoice Date and Amount: February 1, 2007                      \$20,000

<u>Signatures:</u> Stephen F. Stockton City of Bloomington 109 E. Olive Bloomington, IL 61701 Phone (309) 434-2210 Fax (309) 434-2802	Leanna Bordner Illinois State University Campus Box 2660 Normal, IL 61790-2660 (309- 438-3639
--	---

Date: February 13, 2007

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

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Request for payment of \$11,918 to Gaelic Place West, LLC for the City's Share of the Construction Cost of Over Sizing the Water Main in the Gaelic West Subdivision, First Addition

On September 30, 2004, Council approved an Annexation Agreement with Gaelic Place West, LLC for the Gaelic West Subdivision. Gaelic West Subdivision is located north of Ireland Grove Road, west of Streid Drive, south of Old Farm Lakes Subdivision and east of Stonebridge Court Subdivision. The Annexation Agreement obligated the City to pay for the over sizing of any water mains above 8 inches. The developer constructed approximately 200 feet of 16 inch water main in this development.

Farnsworth Group, acting as the developer's agent, has submitted a request for payment in the amount of \$11,918. Staff has reviewed the bill and finds it to be reasonable. There are funds budgeted for this expense under "Upsize Misc. Developer Mains." Staff respectfully recommends that Council approve the payment of \$11,918 to Gaelic Place West, LLC with payment to be made from Water Depreciation Funds (X50200-72540).

Respectfully,

Craig M. Cummings  
Director of Water

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

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

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council  
From: Stephen Stockton, Mayor  
Subject: Appointment(s) and Reappointment(s) to Various Boards and Commissions

I ask that you concur with the following appointment to the Police Pension Board:

Edgar (Bill) W. Wills, 2404 Clarkson Lane, Bloomington, IL 61704. Mr. Wills' term will expire April 30, 2009.

Respectfully,

Stephen F. Stockton  
Mayor

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the appointment be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Permission to Request Proposals for a Strategic Source Water Study

Staff is interested in exploring interim steps along the way to the development of the long term regional groundwater supply development in the western part of McLean County ("Regional Water Supply") as well as other measures to enhance the City's water supply. This study would be complimentary to the Regional Water Supply. It will look at the possible actions to enhance that project but also provide options for long term water planning. These options could include conservation measures, water reuse projects, water quality projects, water shortage planning, enhancements to the Mackinaw Pumping Station and other measures.

The Regional Water Supply project continues to move forward and its completion is the long term goal of the City. However, staff believes there are several interim investigations and possible enhancements to the existing water supply that will improve the Regional Water Supply. Therefore these projects would be completed concurrently and in concert with one another. Funds for this project are available in account #X50200-72620 – Water Depreciation/Other Capital Improvements.



Respectfully,

Craig M. Cummings  
Director of Water

Barbara J. Adkins  
Deputy City Manager

**Alderman Hanson requested clarification on this issue. Craig Cummings, Director of Water, addressed the Council. The City had not wavered from its directive of finding a regional water supply. Interim measures were needed to bridge the gap to a regional water supply. Staff was looking for a water supply within the City. Quality and quantity of any supply were the issues.**

**Nitrates within the reservoirs were increasing. When nitrate levels were high, the City could not pump reservoir water. By finding regional water, reservoir water could be diluted to make it safe.**

**The ultimate goal was a regional water supply. Negotiations with the water authorities would continue. Negotiations included who would be the owner, producer, or customer. Currently, joint ownership looked promising. It would be a shared risk.**

**Mayor Stockton stressed the City would continue to work on implementation of other wells. Staff was still looking for wells throughout the City which would supplement the reservoirs. The wells may need treatment plants on site. This item would buy time for staff to complete various studies. Mr. Cummings concurred.**

**Alderman Finnegan questioned the need for deep gravel wells due to the piping issues. Mr. Cummings stated this option was viable because the City had existing infrastructure. The well water would be treated on site and then placed into the system. The City's treatment facilities were sophisticated and would remove contaminants.**

**Alderman Crawford questioned if unit wells would close the gap between usage and actual amount of water. Mr. Cummings answered affirmatively. Currently, the water treatment plant was rated at 24 million gallons per day. The lake's capacity was calculated at 30 million gallons per day.**

**Mr. Cummings noted the importance of conservation measures for the project.**

**Judy Stearns, 306 E. Locust St., addressed the Council. She questioned the dollar amount allocated for this project. Mr. Cummings responded the current budget included \$200,000. There would be additional dollars allocated in future years.**

**Ron Schultz, 1208 E. Oakland, addressed the Council. He questioned the time line for this project. Mr. Cummings responded six (6) months to one (1) year. The paper study would move quickly. The field work may take longer. The City was able to move at an accelerated rate because staff had indications where to direct the consultants to find water supplies. City owned land would be targeted as locations.**

**Motion by Alderman Schmidt, seconded by Alderman Hanson that staff be allowed to request proposals for a Strategic Source Water Study.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: New and Replacement Panasonic Ruggedized Laptops

In FY 2006-2007, staff has budgeted to replace two (2) Panasonic laptops in the Engineering Department and two (2) new Panasonic laptops for the Police Department to be used as mobile data terminals (MDT's) in two (2) new squad cars. These laptops are environmentally "ruggedized" allowing them to withstand harsh environments and higher amounts of shock than standard laptops.

The Engineering Department laptops would replace existing Panasonic laptops that are over four (4) years old and in need of replacement for performance reasons. The Police laptops would be designated for two (2) new Police squad units and are current models as close as possible to models staff purchased in June 2005 with Council approval. Staff received the following quotes:

Tech Depot	Trumbull, CT	\$15,215.72	
CDWG	Vernon Hills, IL	\$14,880.00	
PTC Select	Peoria, IL	\$14,714.00	**recommended
GTSI	Chantilly, VA	\$16,244.00	

Staff respectfully requests that Council approve the purchase of four (4) ruggedized laptops for the Engineering and Police Departments in the amount of \$14,714 from PTC Select, and the Purchasing Agent authorized to issue a Purchase Order for same. Payment will be made from funds budgeted in the Information Services Equipment Fixed Asset account (F11610-72120).

Respectfully,

Scott Sprouls  
Director of Information Services

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the four (4) ruggedized laptops be purchased from PTC Select in the amount of \$14,714, and the Purchasing Agent authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Replacement of Parks and Recreation Servers

In FY 2006-2007, staff has budgeted to replace four (4) servers that are used to support the Parks and Recreation Department's CLASS software system. This software is used to manage the program offerings and allows citizens to register via website, automated telephone dial-in and walkup.

There are a total of four (4) servers that support the CLASS system. All servers are now five (5) years old, fully depreciated and in need of replacement. These servers would be purchased under the current waiver of the bidding process, whereby Council authorized staff to purchase directly from the Hewlett Packard Western States Contracting Alliance, (WSCA). Recent price checks performed by staff confirm that WSCA still provides the lowest acquisition cost for this hardware.

CLASS Server Replacement (4)	HP WSCA Contract	\$14,460.03
------------------------------	------------------	-------------

Staff respectfully requests that Council authorize the Purchasing Agent to issue a purchase order in the amount of \$14,460.03 to HP Western States Contracting Alliance, with payment to be made with funds budgeted in the Information Services Equipment Fixed Asset account (F11610-72120).

Respectfully,

Scott Sprouls  
Information Services Director

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the four (4) servers to support the CLASS system be purchased from HP Western States Contracting Alliance in the amount of \$14,460.03, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Renovation of Miller Park Playground

Staff respectfully requests that the Renovation of Miller Park Playground be held over until the February 26, 2007 Council Meeting. Staff anticipates receiving more information and fees from area contractors.

Respectfully,

Dean Kohn  
Director of Parks and Recreation

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the item be laid over until the February 26, 2007 Council meeting.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Five (5) Marked Police Cars Using the State of Illinois Joint Purchasing Contract

The Police Department has currently budgeted to purchase five (5) marked police cars. Two (2) of the cars will be additions to the fleet and three (3) are replacements for two (2) patrol cars and one (1) K-9 unit. Two (2) of the patrol cars will be traded. Due to the complexity of the K-9 unit, an existing K-9 unit would be retained as a back up car in the event that one of the four (4) K-9 units is out of service for maintenance.

Miles Chevrolet, Decatur, currently holds the State of Illinois Joint Purchasing Contract for the purchase of 2007 Chevrolet Impala police cars. The cost of each car is \$18,910.56 for a total cost of \$94,552.80. The dealer is allowing a trade allowance of \$3,540 for the two (2) used police cars, for a net purchase price of \$91,012.80. Funds are available in F15110-72100 for this purchase.

Staff respectfully recommends waiving the formal bidding process and approving the purchase five (5) Chevrolet Impala Marked Police Cars from Miles Chevrolet, Decatur, IL in the total amount of \$91,012.80.

Respectfully,

Daniel E. Augstin  
Director of Fleet Management

Barbara J. Adkins  
Deputy City Manager

**RESOLUTION NO. 2007 - 08**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF FIVE (5) CHEVROLET IMPALA MARKED  
POLICE CARS FOR THE POLICE DEPARTMENT FROM MILES CHEVROLET,  
DECATUR, AT A PURCHASE PRICE OF \$91,012.80**

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 (5) Chevrolet Impala Marked Police Cars from Miles Chevrolet, Decatur at a Purchase Price of \$91,012.80

ADOPTED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the formal bidding process be waived, five (5) Chevrolet Impala Marked Police Cars be purchased from Miles Chevrolet, Decatur, in the total amount of \$91,012.80, the Purchasing Agent be authorized to issue a Purchase Order for the same, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase a Wireless Transmitter for the US Cellular Coliseum

Central Illinois Arena Management respectfully requests that the formal bidding process be waived to procure the following wireless equipment from the current supplier of video production components, in order to maintain continuity between the camera and the front end equipment:

1. One RF Central Wireless Transmit/Receive Package for \$8,000
2. One Anton Bauer Gold Mt., 2 Dionics, Charger for \$1,499.99
3. Shipping for \$50

The total purchase for this equipment is \$9,549.99

The components are being purchased as add-on equipment to enhance the video production at the US Cellular Coliseum. Media Support Group supplied the initial equipment purchase in January 2006, and staff recommends the purchase of the additional components from the same company.

Media Support Group has provided discounted pricing for the add-on equipment. Funds for this procurement are available in F56200-72120, Coliseum Fixed Asset Replacement - Capital Outlay Office & Computer Equipment.

Respectfully,

Kim Nicholson  
Purchasing Agent

Barbara J. Adkins  
Deputy City Manager

**RESOLUTION NO. 2007 - 09**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF ADD ON EQUIPMENT FOR THE  
US CELLULAR COLISEUM FROM MEDIA SUPPORT GROUP  
AT A PURCHASE PRICE OF \$9,549.99**

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 add on equipment for the US Cellular Coliseum at a Purchase Price of \$9,549.99.

ADOPTED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the formal bidding process be waived, the add on equipment purchased from Media Support Group in the amount of \$9,549.99 be approved, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Waive the Formal Bidding Process and Purchase a Replacement Water Treatment Reclaim Basin Pump

One of the Water Treatment Plant Reclaim Basin Pumps has failed and is in need of repair or replacement. This pump is used to recycle water that has been used in other processes at the Water Treatment Plant, such as filter backwashing. A quotation for repairing the existing Flygt brand pump was \$9,781.12. A quotation for the cost of a new replacement Flygt brand pump was \$13,334.

Staff inquired with an Ebara brand pump dealer on the cost of a new Ebara replacement pump. This was quoted at \$7,757.50. Staff determined that the purchase of a new Ebara brand pump was the most cost effective option. Staff requests that the formal bidding process be waived and an Ebara brand pump be purchased as a replacement. This pump brand is already in use at the treatment facility, and staff is familiar with it.

Staff respectfully requests that Council waive the formal bidding process, accept the quotation of \$7,757.50 for the purchase of the Ebara pump, the Purchasing Agent be authorized to issue a purchase order in the amount of \$7,757.50, and the Resolution adopted. Payment will be made from Water Department, Purification Division, Fixed Asset Replacement Funds, Repair/Maintenance Non-Office (F5030-50300-50130-70590).

Respectfully,

Craig M. Cummings  
Director of Water

Barbara J. Adkins  
Deputy City Manager



**RESOLUTION NO. 2007 - 10**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF AN EBARA BRAND PUMP FOR THE WATER  
DEPARTMENT AT A PURCHASE PRICE OF \$7,750.50**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase an Ebara brand Pump at a Purchase Price of \$7,750.50.

ADOPTED this 12<sup>th</sup> day of February, 2007.

APPROVED this 14<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the formal bidding process be waived, the purchase of an Ebara brand pump in the amount of \$7,750.50 be approved, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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-Printing of Brochure

On Thursday, January 25, 2007, at 11:00 a.m. bids were opened in the City Clerk's office for printing of 17,000 copies of the 2007 Summer Program Guide for the Parks and Recreation Department. Six printers responded to the bid and are as follows:

FIRM	BID PRICE
Ron Smith Printing, Bloomington	\$ 9,995.00**
Action Printing, Wisconsin	\$11,489.00
AmPride Communication, Champaign	\$11,880.00
BOPI, Bloomington	\$14,588.00
Illinois Graphics, Bloomington	\$15,696.00
Windy City Press, Addison	\$17,188.00

\*\* Low & Recommended Bid

Ron Smith Printing is the low bidder and has printed the brochure in the past. Staff respectfully requests that Council award the bid to Ron Smith Printing in the amount of \$9,995 and authorize the Purchasing Agent to issue a purchase order for same. There are sufficient funds available in account G14112-70740 for this project. \$11,000 was budgeted.

Respectfully,

Dean Kohn  
Director Parks and Recreation

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the bid be awarded to Ron Smith Printing in the amount of \$9,995, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

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

Bid proposals for rescue equipment for the Fire Department were received until 11:00 a.m. on January 23, 2007 in the office of the City Clerk. Three (3) responses were received, but one (1) response was a “No Bid.” The responses are tabulated below:

Safety First	Verona, WI	No Bid
TNT Rescue Equipment	Ashippun, WI	\$17,220.00
Sandry Fire Supply	DeWitt, IA	\$14,220.00*

\*Low Bidder.

This purchase is to replace existing rescue equipment which has reached the end of its useful life. The equipment is hydraulically driven cutting and spreading apparatus used primarily to extricate victims trapped in automobile accidents. Staff respectfully recommends that Council accept the bid from Sandry Fire Supply in the amount of \$14,220, and authorize the Purchasing Agent to issue a purchase order for same. Payment will be made from Account # F15210-72140.

Respectfully,

Keith Ranney  
Fire Chief

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the bid be awarded to Sandry Fire Supply in the amount of \$14,220, and the Purchasing Agent authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Police Ammunition

On January 5, 2007, bids were opened for the purchase of ammunition for the Police Department. Bids were received from O'Herron Company, Inc., and Shore Galleries Inc. Neither were the low bidder on every item and as a result, staff recommends that the bid be split between the two companies.

The bids below match the specifications set forth in the bid document. Staff recommends that the following bids be approved from each bidder.

Bloomington Police Department 2007 Ammunition Bid			
Vendor	Rounds	Description	Price
O'Herron Inc.	62,500	Q4238 Winchester .40 Outdoor Practice	\$11,850.00
O'Herron Inc.	62,500	SC40NT Winchester .40 Indoor Practice	\$17,456.00
O'Herron Inc.	25,000	Q1472 Winchester .9mm Practice	\$3,881.00
		<b>sub total</b>	<b>\$33,187.00</b>
Shore Galleries	10,000	GS40SWA-29440 Golden Saber .40 Duty	\$2,357.10
Shore Galleries	5,000	GM308M Federal .308 Practice & Duty	\$2,796.05
Shore Galleries	50,000	AE223 American Eagle .223 Practice **	\$9,686.50
		<b>sub total</b>	<b>\$14,839.65</b>
		<b>Grand Total</b>	<b>\$48,026.65</b>
** item being purchased on state contract #4013902			

Staff respectfully recommends that O'Herron Inc. be awarded the bids as listed in the amount of \$33,187, and Shore Galleries be awarded the bids as listed in the amount of \$14,839.65, for a total amount of \$48,026.65. Funds for these purchases have been allocated in the Police Range Budget G15112-71990.

Respectfully,

Roger J. Aikin  
Police Chief

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the bids for Police ammunition be awarded to Shore Galleries in the amount of \$14,839.65 and O'Herron Inc., in the amount of \$33,187 and the Purchasing Agent be authorized to issue Purchase Orders for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Change Order for Additional Services from McGladrey & Pullen

On January 27, 2003, Council approved McGladrey and Pullen as the auditing firm for the City. Staff also requested permission to negotiate with McGladrey & Pullen for additional services. One of the additional services listed in the Request for Proposal was to determine and calculate any arbitrage requirement with bond issues which is required for compliance with the Internal Revenue Code of 1986.

The City's 2003 bond issue of \$10,000,000 requires an arbitrage calculation. The calculation demands the expertise of an auditing professional. McGladrey & Pullen (RSM McGladrey) has provided a quote for \$6,000 plus out of pocket expenses, with the potential for additional costs that can only be determined as the firm analyzes the debt service and investment activity. An additional fee will be accessed if it is determined that the City must file with the Internal Revenue Service.

Staff respectfully requests that Council approve McGladrey and Pullen (RSM McGladrey) for the arbitrage calculations not to exceed \$7,500, which includes \$6,000 for services and approximately \$1,500 in out-of-pocket expenses. Staff will return to Council for approval of the remaining costs after the service is completed.

Respectfully,

Judy Whikehart  
Assistant Finance Director

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Change Order be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Proposed Change Order for Hershey Road Widening (Yorktown to Eastland)

During Construction of this project, three (3) items were encountered which resulted in additional costs.

1. Due to conflicts with existing utilities, it was necessary to make adjustments in traffic signal mast arms. The additional cost of these adjustments was \$17,169.19.
2. To assist a local resident who has sight disabilities, staff asked the contractor to install audible pedestrian signals. The additional cost for the audible pedestrian signals was \$8,320.
3. To properly complete this project, it was necessary to construct an additional quantity of concrete driveway. The additional driveway was constructed at an extra cost of \$7,886.

Original Contract	\$843,492.81
This Change Order	<u>33,375.19</u>
Completed Contract	\$876,868.00

Staff respectfully recommends that Council approve this Change Order in the amount of \$33,375.19 to Rowe Construction Company for extra work done on Hershey Road Widening Project with payment to be made with CIF-03 Bond Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

**RESOLUTION NO. 2007 - 11**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE  
AMOUNT OF \$33,375.19 IN THE CONTRACT BETWEEN THE CITY  
OF BLOOMINGTON AND ROWE CONSTRUCTION CO. FOR THE HERSHEY ROAD  
WIDENING (YORKTOWN TO EASTLAND)**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction Co. for the Hershey Road Widening (Yorktown to Eastland); and

WHEREAS, for the reasons set forth in a staff report dated February 12, 2007 it was necessary to make adjustments in traffic signal mast arms, install audible pedestrian signals, and construct an additional quantity of concrete driveway; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the February 12, 2007 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$33,375.19 in the contract between the City of Bloomington and Rowe Construction Co. for the Hershey Road Widening (Yorktown to Eastland) be approved.

ADOPTED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Change Order in the amount of \$33,375.19 be approved, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Change Order No. 2 for Downtown Intersection Improvements MFT Section 02-00328-00-TL

This project, which included replacement of traffic signals at Front and East, Front and Madison, and Olive and Center, has been completed. During construction of this project, it was determined that in order to properly improve the turning radii at these intersections, it was necessary to construct additional new pavement and new curb and gutter. The additional cost of this pavement and curb and gutter was \$8,708.48.

Original Contract Amount	\$341,726.34
Change Order No. 1 (12/11/06)	7,269.33
This Change Order	<u>8,708.48</u>
Completed Contract Amount	\$ 357,704.15

Staff respectfully recommends that Council approve this Change Order in the amount of \$8,708.48 to Rowe Construction Company for the extra work done on the Downtown Intersection Improvements project with payment to be made with MFT Funds (X20300-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Change Order be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**



To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Professional Services Agreement with Farnsworth Group, Inc. for the Downtown Bloomington Main Street Beautification: Front St. to Washington St.

Staff has negotiated a proposed contract with Farnsworth Group, Inc. to provide professional services for the design of the Downtown Bloomington Main Street Beautification: Front St. to Washington St. The beautification project consists of replacing sidewalks, installing new lighting, installing landscaping, and various other appurtenances. Farnsworth Groups has proposed to provide civil engineering and surveying services on a time and materials basis for a maximum amount of \$60,945.31. The contract will include field survey, preliminary plans, an environmental report, a Project Development Report, and final construction plans. The design and construction of this project will be partially funded with federal money through an Illinois Transportation Improvement Program (ITEP) grant. This is not a budgeted project. The proposed funding is:

ITEP grant	\$30,000.00
Capital Improvement Fund	<u>\$30,945.31</u>
Total contract	\$60,945.31

Staff has reviewed the proposal from Farnsworth Group and finds it acceptable. Staff respectfully recommends that Council approve a contract with Farnsworth Group to provide civil engineering and surveying services on a time and materials basis for a maximum amount of \$60,945.31 and that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made from Capital Improvement Funds (X40100-70050).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Alderman Schmidt was glad to see this agreement. She questioned the process to determine which block would receive the grant.**

**Brian Brakebill, Deputy City Manager, addressed the Council. The City had funds remaining after completion of the Court House Square. The state gave the City permission to use the remaining dollars on Locust St. and N. Main St. Staff needed to find projects which fit the parameters and stay within budget.**

**Alderman Schmidt wanted to see the Downtown Business Association (DBA) involved in the decision making process. Mr. Brakebill informed the Council that staff had held discussions with the DBA regarding this issue.**

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Contract with Farnsworth Group, Inc. be approved in an amount not to exceed \$60,945.31, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Additional Land for Fire Station # 5

The City purchased a two (2) acre parcel of land from Snyder Development at what will be the intersection of Six Points Road and Mitsubishi Motor Way to construct a new fire station. The purchase was made prior to the intersection design study being completed and approved. It was determined there needed to be additional road right of way dedicated than originally anticipated. The dedication of this additional right of way made the site too small for the intended use.

Fortunately, Snyder Development still has land available south of and adjacent to the City's property and has agreed to sell what is needed for the same price as the original purchase. The City paid \$2.50 per square foot for the first parcel. An additional .47 acres (20,638.20 square feet) is needed making the purchase price for the additional ground \$51,595.50. Staff believes that this is a fair price and respectfully recommends Council approval.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Barbara J. Adkins  
Deputy City Manager

## CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between Pontiac National Bank, as Trustee under Land Trust No. 2364-03, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

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

A part of the Northeast Quarter of Section 14, all in Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Northeast corner of the North ½ of the Northeast Quarter of Section 14, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, thence West 100.00 feet along the North line of Northeast Quarter of said Section 14; thence South 00°-30'-17" East, 43.00 feet to a point on the proposed West right of way line of Mitsubishi Motorway and existing South right of way Line of Six Points Road; thence continuing South 00°-30'-17" East, along said proposed West right of way line, 255.87 feet to the true point of beginning; thence continuing South 00°-30'-17" East, along said proposed west right of way line, 60.00 feet; thence South 89°-02'-26" West, 343.97 feet; thence North 00°-30'-17" West, 60.00 feet; thence North 89°-02'-26" East, 343.97 feet to the point of beginning, containing 0.47 acres, more or less, all situated in the City of Bloomington, McLean County, Illinois.

~~with improvements, commonly known as \_\_\_\_\_ located thereon, to Buyer, who agrees to pay \$51,595.50 therefore in the manner following: \$ \_\_\_\_\_ (inclusive of earnest money) upon the execution of this Contract:~~

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

~~\_\_\_\_\_ B. To be held in escrow until closing;~~

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

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

2. EVIDENCE OF TITLE: ~~Not less than 14 days prior to closing, Seller will furnish Buyer with~~ *Buyer shall obtain* written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in

such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

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

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

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

6. ENCUMBRANCES

- A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
- B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. PERSONAL PROPERTY: (Deleted)

8. FINANCING: (Deleted)

9. TERMITE PROVISION: (Deleted)

10. EQUIPMENT & INSPECTIONS:

- A. EQUIPMENT: (Deleted)
- B. INITIAL INSPECTIONS: (Deleted)
- C. RADON TESTING: (Deleted)
- D. WELL/SEPTIC TESTING: (Deleted)

- E. TOXIC OR HAZARDOUS WASTE: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.
- F. FINAL INSPECTION: (Deleted)
- 11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)
- 12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:
  - A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
- 13. ADDITIONAL PROVISIONS:
  - A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
  - B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
  - C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
  - D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
  - E. Time is of the essence of this Contract;
  - F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*
- 14. ESCROWEE: (Deleted)
- 15. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

16. PREPARATION AND APPROVAL: This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by \_\_\_\_\_, \_\_\_\_\_ attorney.

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

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

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

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

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

22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, 5, 12 and 18.

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

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

SELLER

Pontiac National Bank, as Trustee  
under Land Trust No. 2364-03

By: M. Katherine Wilks, VP

BUYER

City of Bloomington, a Municipal  
Corporation

By: Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Contract for the purchase of .47 acres of land from Pontiac National Bank, Trustee under Land Trust No. 2364-03 be approved in the amount of \$51,595.50, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Part of 19580 E 1200 Road Property from Tim and Patricia Bittner

The City needs to acquire a part of property owned by Tim and Patricia Bittner adjacent to Ireland Grove Road to extend sewer force mains to the Grove at Kickapoo Creek Subdivision and for future right of way for Ireland Grove Road. The City needs the south 65 feet of the Bittner's property which contains approximately 1.2 acres. The larger parcel is unimproved farm land.

The Bittners have agreed to sell the necessary right of way to the City for \$35,000. Additionally, they have requested that the City 1.) extend a water main under Ireland Grove Road to serve the property, 2.) allow them to connect to the force main without payment of a tap on fee on the condition that they connect to gravity sewer when available and pay all applicable tap on fees at that time and 3.) allow them to construct an entrance to Ireland Grove Road no further than 400 feet from the intersection of Towanda Barnes Road.

Staff believes the purchase price and other terms of sale fairly compensate Bittners for their property and respectfully recommends Council approval.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Barbara J. Adkins  
Deputy City Manager

**CONTRACT FOR SALE OF REAL ESTATE**

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

THIS CONTRACT is entered into between Timothy R. Bittner and Patricia Bittner, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

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

The south 65 feet of that part of Seller's property lying in the west half of the southwest quarter of Section 8 Township 23 North Range 3 East of the Third Principal Meridian in McLean County Illinois, adjacent to Ireland Grove Road containing 1.2 acres more or less. Exact Legal Description to come.

~~with improvements, commonly known as \_\_\_\_\_ located thereon, to Buyer, who agrees to pay \$35,000.00 therefore in the manner following: \$ \_\_\_\_\_ (inclusive of earnest money) upon the execution of this Contract:~~

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

~~\_\_\_\_\_ B. To be held in escrow until closing;~~

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

~~and the remainder by cashier's check, certified funds or the equivalent on or before the 15<sup>th</sup> day of January, 2007, and on receipt of deed.~~

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

3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 15<sup>th</sup> day of January, 2006. ~~Seller shall pay all owners' association(s) dues and/or assessments, and water,~~



~~sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.~~

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

5. TAXES: Seller shall pay all general real estate taxes assessed for 2005 and Buyer shall pay all such taxes assessed for 2006 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.

6. ENCUMBRANCES:

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

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

7. PERSONAL PROPERTY: (Deleted)

8. FINANCING: (Deleted)

9. TERMITE PROVISION: (Deleted)

10. EQUIPMENT & INSPECTIONS:

A. EQUIPMENT: (Deleted)

B. INITIAL INSPECTIONS: (Deleted)

C. RADON TESTING: (Deleted)

D. WELL/SEPTIC TESTING: (Deleted)

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

- F. FINAL INSPECTION: (Deleted)
11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)
12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:
- A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
13. ADDITIONAL PROVISIONS:
- A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
- E. Time is of the essence of this Contract;
- F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*
- G. *Buyer will extend a 16" water main across Ireland Grove road to a temporary fire hydrant located within the public right of way adjacent to Seller's property.*
- H. *Seller may tap on to the sewer force main to be constructed on Seller's property by means of a pump station to be constructed by Seller at Seller's expense. Seller will not be required to pay tap on fees for connecting to the force main, provided however that Seller shall be required to abandon the pump station at such time as gravity sewer service becomes available to Seller's property and Seller shall be required to tap on to the gravity sewer and pay all applicable tap on fees for connecting at that time.*
- I. *Buyer will allow Seller to have a minimum of one entrance to Seller's remaining property from Ireland Grove Road. The location of any such entrance shall be*

*determined by the proposed land use and safety, taking into consideration the distance of the proposed entrance from the intersection of Ireland Grove Road and Towanda Barnes Road, provided however the entrance shall be no farther than 400 feet from the intersection.*

*J. Buyer grants Seller the right to annex to the City of Bloomington if Seller meets all the necessary requisites for such annexation.*

14. ESCROWEE: (Deleted)

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

16. PREPARATION AND APPROVAL: This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by \_\_\_\_\_, \_\_\_\_\_ attorney.

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

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

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

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

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

22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, 5, 12 and 18.

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

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

SELLER

Timothy R. Bittner  
February 7, 2007

Patricia Bittner  
February 7, 2007

BUYER

City of Bloomington, a Municipal  
Corporation

Stephen F. Stockton, Mayor  
February 13, 2007

Attest:

Tracey Covert, City Clerk  
February 13, 2007

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Contract for the Sale of Real Estate with Tim and Patricia Bittner for the acquisition of 1.2 acres be approved for a purchase price of \$35,000, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Easement from Donald Hines for a Portion of the West Side of Towanda Barnes Road

The City needs an easement across property owned by Donald Hines to construct a gravity sewer that will connect to the sewer force mains being installed to serve the Grove at Kickapoo Creek Subdivision. The Hines property is on the east side of Towanda Barnes Road directly south of the Norfolk Southern Railroad tracks. The proposed easement consists of a rectangle measuring 32 feet wide by 42 feet long located at the northwest corner of the property. It contains .029

acres. This is the point where the force mains will connect to a gravity sewer that will be extended west under Towanda Barnes Road along the south side of the railroad tracks. A portion of the Hines property can be served by the gravity sewer and a manhole will be placed on the property for that purpose.

Mr. Hines has agreed to grant the permanent easement and a temporary easement for construction purposes to the City for \$600. The City will pay an additional \$400 for crop damages in the area of the temporary easement. Staff believes this fairly compensates Mr. Hines for the easement and respectfully requests Council approval.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Barbara J. Adkins  
Deputy City Manager

### **AGREEMENT**

This AGREEMENT is entered into between the City of Bloomington, a corporate body politic, (hereinafter referred to as “City”) and Donald Hines, (hereinafter referred to as “Owner”). In consideration of the mutual promises contained herein, the parties hereby state and agree as follows:

1. That the parties have entered into an Easement Agreement, dated December 6, 2006 with respect to the following described real estate:

The West Half of the Southwest Quarter of Section 17; also, 3.91 acres in the Northwest Corner of Section 20, being the West 3.91 Acres of all that part of the Northwest Quarter of the Northwest Quarter of said Section 20 lying north of the public road all in Township 23 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois.

2. That the owner, Donald Hines, is the legal and sole owner of the above-described real estate.
3. That as, and for consideration for, the Owner entering into the aforementioned Easement Agreement, the City promises and agrees as follows:
  - A. To compensate Owner \$600.00 for 0.029 acres of permanent easement.
  - B. To compensate Owner \$400.00 for two years of restoration on 0.087 acre.
  - C. To allow Owners access to Owner’s property during construction.
  - D. During the construction, clearing, trenching and laying of the sewer main, to remove the topsoil, up to a minimum of two feet thickness, and to

replace, after completion of the installation of the sewer main, on the area within the permanent easement.

- E. To restore any surface area into which the City or its agents dig, excavate or otherwise disturb, to its preexisting condition. The City will repair any damage to underground drainage tiles with SDR 35 PVC pipe of the same diameter following State Standards. Tile repairs are to have granular backfill to support the tile. The City will replace and repair any damage to fences using the same type of materials out of which the fences were originally constructed. The City will replace driveways and entrances with like materials.
- F. Provide a manhole finished at the surface on Owner's property. To install sewer at a minimum depth of four feet below surface.

This AGREEMENT is entered into and made a part of the Easement Agreement dated December 6, 2006, between the City of Bloomington and Donald Hines, and signed at McLean County, Illinois.

Owner:

City of Bloomington:

Donald Hines

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert,  
City Clerk

(RECORDED DOCUMENT NO. 2007 – 0006431, EASEMENT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the payment of \$1,000 to Donald Hines for a permanent easement and crop damages be approved, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Acquisition of an Easement from Janeva Capodice for the Cedar Ridge Outfall Sewer

The City needs to acquire a permanent and a temporary easement from Janeva Capodice to connect the sanitary sewer line being constructed to serve the Cedar Ridge Subdivision to the Bloomington Normal Reclamation District line going to the sewerage treatment plant in Randolph Township. The City only needs a rectangular area in the southwest corner of the property. Ms. Capodice has agreed to grant the permanent and temporary easement to the City for a payment of \$1,359.

Staff believes the payment is reasonable compensation for the easement and respectfully recommends Council approval. Funds for this acquisition are available in # X52200-72550 Sewer Depreciation.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Barbara J. Adkins  
Deputy City Manager

**AGREEMENT**

This AGREEMENT is entered into between the City of Bloomington, a corporate body politic, (hereinafter referred to as "City") and Janeva F. Capodice, (hereinafter referred to as "Owner"). In consideration of the mutual promises contained herein, the parties hereby state and agree as follows:

1. That the parties have entered into an Easement Agreement, dated March 5, 2007, with respect to the following described real estate:

A tract of land in the North Half of the Southeast Quarter of Section 22, Township 23 North, Range 2 East of the Third Principal Meridian, Bloomington Township, McLean County, Illinois, described as follows: Beginning at the intersection of the North Right of Way Line of FAI Route 74 and the Fence Line running northerly, which, if projected southerly, intersects the Centerline of FAI Route 74, Section 57-21, at Station 780+86.0 as said Centerline is now recorded in the Recorder's Office of McLean County as Document No. 67-6825; thence northerly along said Fence Line a distance of 822.83 feet to a point on the East-West Half Section Line of said Section 22; thence easterly along said Half Section Line a distance of 731.72 feet to a point on a fence running southerly; thence southerly along said Fence Line a distance of 660.10 feet to a

point on a fence running easterly; thence easterly along said Fence Line a distance of 663.56 feet to the Fence Corner of a fence running southerly; thence southerly along said Fence Line, which, if projected southerly, intersects the Centerline of FAI Route 74 at Station 795+25.0, a distance of 457.82 feet to the Point of Intersection with the Northerly Right of Way Line of FAI Route 74; thence northwesterly along the Northerly Right of Way Line of FAI Route 74; to the Point of Beginning, in McLean County, Illinois.

2. That the Owner, Janeva F. Capodice, is the legal and sole owner of the above-described real estate.

3. That as, and for consideration for, the Owner entering into the aforementioned Easement Agreement, the City promises and agrees as follows:

- A. To compensate Owner \$1,359.00 for approximately 0.365 acre of permanent and temporary easement.
- B. To allow Owners access to Owner's property during construction.
- C. To install sewer at a minimum depth of four feet below surface.
- D. During the construction, clearing, trenching and laying of the sewer main, to remove the topsoil, up to a minimum of two feet thickness, and to replace, after completion of the installation of the sewer main, on the area within the permanent easement.
- E. To restore any surface area into which the City or its agents dig, excavate or otherwise disturb, to its preexisting condition. The City will repair any damage to underground drainage tiles with SDR 35 PVC pipe of the same diameter following State Standards. Tile repairs are to have granular backfill to support the tile. The City will replace and repair any damage to fences using the same type of materials out of which the fences were originally constructed. The City will replace driveways and entrances with like materials.
- F. Grantor shall be permitted to make a connection to the sanitary sewer to be constructed within the easement being conveyed at such time as sewer service becomes available and further subject to compliance with all rules and regulations then in effect and payment of all applicable tap-on and permit fees.

This AGREEMENT is entered into and made a part of the Easement Agreement dated March 5, 2007, between the City of Bloomington and Janeva F. Capodice, and is dated this 5<sup>th</sup> day of March, 2007, and signed at McLean County, Illinois.

Owner:

City of Bloomington

By: Janeva F. Capodice

By: Stephen F. Stockton,  
Mayor



Attest:

Tracey Covert  
City Clerk

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

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of an Easement from John Capodice for the Cedar Ridge Outfall Sewer

The City needs to acquire a permanent and a temporary easement from John Capodice to extend and construct a sanitary sewer line to serve the Cedar Ridge Subdivision. The Capodice property is located at the south end of Hendrix Road, north of Interstate 74. The easement is 20 feet in width and runs along the south property line. The City also needs a seventy (70) foot temporary easement along the north side of the permanent easement for construction. The Capodice property is undeveloped and currently farmed.

Mr. Capodice has agreed to grant the permanent and temporary easements to the City for \$13,007 plus an additional payment of \$7,500 to cover the cost of installing additional drainage tiles. Mr. Capodice has also requested the City to waive the tap on fees for connecting an existing single family house to the sewer.

Staff believes the payment and other consideration to be provided are reasonable compensation for the easement and respectfully recommends Council approval. Funds for this acquisition are available in # X52200-72550 Sewer Depreciation.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Barbara J. Adkins  
Deputy City Manager

## AGREEMENT

This AGREEMENT is entered into between the City of Bloomington, a corporate body politic, (hereinafter referred to as "City") and John Capodice, (hereinafter referred to as "Owner"). In consideration of the mutual promises contained herein, the parties hereby state and agree as follows:

1. That the parties have entered into an Easement Agreement, dated March 5, 2007, with respect to the following described real estate:

A part of the North Half of the Southeast Quarter of the North Half of the Southwest Quart of Section 22, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Commencing at a point 2890.5 feet south of the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section and in the center of the public road running north and south, thence south along the center of said Road, 523 feet, thence southeasterly along the North Line of the Right of Way of FAI Route 74, Section 57-20, a distance of 1975 feet, thence north 893 feet, thence west 1924 feet to the Place of Beginning, subject to any easements granted on said Route 74, except that part conveyed to the State of Illinois by Warranty Deed recorded April 15, 1963, as Document No. 36756, in McLean County, Illinois.

2. That the Owner, John Capodice, is the legal and sole owner of the above-described real estate.

3. That as, and for consideration for, the Owner entering into the aforementioned Easement Agreement, the City promises and agrees as follows:

- A. To compensate Owner \$13,007.00 for approximately 4.01 acres of permanent and temporary easement.
- B. To compensate Owner for the cost of drainage tile installation, not be exceed \$7,500.00, per estimate from Williamson Farm Drainage, Inc dated December 13, 2006.
- C. To allow Owners access to Owner's property during construction.
  - A. To install sewer at a minimum depth of four feet below surface.

- B. During the construction, clearing, trenching and laying of the sewer main, to remove the topsoil, up to a minimum of two feet thickness, and to replace, after completion of the installation of the sewer main, on the area within the permanent easement.
- C. Owner shall, at the time of construction, indicate to contractor a location on said property where excess soil materials, if any exist, may be placed. Contractor is not responsible for grading of excess soil dump area. Owner shall also designate the two trees that were previously identified as desirous to remain.
- D. To restore any surface area into which the City or its agents dig, excavate or otherwise disturb, to its preexisting condition. The City will repair any damage to underground drainage tiles with SDR 35 PVC pipe of the same diameter following State Standards. Tile repairs are to have granular backfill to support the tile. The City will replace and repair any damage to fences using the same type of materials out of which the fences were originally constructed. The City will replace driveways and entrances with like materials.
- E. Grantor shall be permitted to make a connection to the sanitary sewer to be constructed within the easement being conveyed at such time as sewer service becomes available and further subject to compliance with all rules and regulations then in effect and payment of all applicable tap-on and permit fees, except that there shall be no requirement to pay a tap on fee to the City of Bloomington for connecting the existing single family residence to the sewer.

This AGREEMENT is entered into and made a part of the Easement Agreement dated March 5, 2007, between the City of Bloomington and John Capodice, and is dated this 5<sup>th</sup> day of March, 2007, and signed at McLean County, Illinois.

Owner:

City of Bloomington

By: John Capodice

By: Stephen F. Stockton,  
Mayor

Attest:

Tracey Covert  
City Clerk

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

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Norfolk Southern Railroad Application for Pipe or Wire Occupancy for the Brokaw Road Sanitary Trunk Sewer

Staff has designed a sanitary trunk sewer to convey flow from the Main Branch Kickapoo Creek sewage force mains to the existing interceptor along Little Kickapoo Creek. The sanitary trunk sewer runs parallel and south of the Norfolk and Southern Railroad (NSRR) right of way (ROW) and will serve approximately 1,600 acres of surrounding land in addition to the force main discharge. One of the property owners along the sewer alignment is Central Illinois Regional Airport Authority (CIRA). CIRA owns property north and south of NSRR, east of Abraham Road. CIRA has agreed to allow the easements needed if the City would provide easy access to this sewer from north of the NSRR. This access was achieved by designing a tributary sewer crossing perpendicular to the NSRR at Abraham Road, approximately one-half mile south of Ireland Grove Road and terminating at a manhole north of NSRR's ROW. This crossing requires the submission of an Application for Pipe or Wire Occupancy.

The Norfolk Southern Railroad Application for Pipe or Wire Occupancy must be signed by the Mayor and sent to the NSRR's agent, DMJM Harris, with supporting documentation and a check in the amount of \$1,830 made payable to DMJM Harris.

Staff respectfully requests that Council approve the Application for Pipe or Wire Occupancy with Norfolk Southern Railroad, the fee in the amount of \$1,830, made payable to DMJM Harris, and the Mayor and City Clerk authorized to execute the necessary documents. Payment will be made from Sewer Maintenance funds (X52100-70990).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

**APPLICATION FOR PIPE OR WIRE OCCUPANCY**

Please answer all questions and return to:

DMJM+Harris  
260 South Broad Street  
Suite 1500  
Philadelphia, PA 19102  
(215) 735-0832  
Attn: NS Pipe and Wire Administrator

- 1) Legal Name and Address of Applicant (party to agreement)  
 Legal Name\*\*: City of Bloomington  
 Street: 109 E Olive St.  
 City: Bloomington State: IL Zip: 61701

\*\* Please ensure that the exact legal name is provided with no abbreviations. This name will be used for agreement preparation, as well as the information below.

- 2) Applicant (party to agreement) is a: Government entity.
- 3) Name and Address of Applicant’s Representative:  
 Name: Michael J Frietsch, P.E.  
 Title: Civil Engineer  
 Company: City of Bloomington Engineering Department  
 Street: 401½ S. East St.  
 City: Bloomington State: IL Zip: 61701  
 Telephone: (309) 434-2506  
 E-Mail Address: [mfrietsch@cityblm.org](mailto:mfrietsch@cityblm.org)

- 4) Location of Proposed Facility:  
 City/Municipality: Bloomington Township  
 County: McLean State: IL  
 Name of Closes Street Crossing of Railroad: Abraham Road  
 Street Grade Crossing AARDOT #: 475029K  
 GPS Coordinates: Latitude Longitude  
 Footage (21’) and direction (W) from Railroad Mile Post No.\_\_\_\_ or center of public  
 Highway Crossing or Bridge: Abraham Road.

- 5) Will Facility be Located Entirely Within Confines of a Public Right of Way? No.  
 \*If yes, provide conclusive evidence for verification in the form of a letter or memo from the appropriate Road Authority indicating that proposed installation is acceptable to the Road Authority  
 Street width: Street Right of Way width:  
 Road Authority Responsible for Street Maintenance  
 Name:

Address:  
Contact:  
Telephone:

- 6) Proposed Facility to be Installed is a: New facility  
\*If an upgrade, please identify and attach copy of current agreement for facility.
- 7) Proposed installation/Construction Date(s): April 2007.

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline or wireline installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

Stephen F. Stockton  
Mayor

February 13, 2007

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Application for Pipe or Wire Occupancy with Norfolk Southern Railroad and fee in the amount of \$1,830 made payable to DMJM Harris 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Permission to hire Mr. Nicholas Marchell as a Seasonal Employee in the Water Department

The Water Department is seeking permission to hire Mr. Nicholas Marchell to work in the Water Department as a seasonal employee. The Employee Handbook prohibits the hiring of relatives of a department head unless specifically approved by a Resolution passed by Council.

Mr. Marchell is the son of the Human Resources Director, Mrs. Emily Bell. Mr. Marchell has been working in the Parks and Recreation Department as a seasonal employee for several years and has previous experience as a laborer on many local construction projects.

Staff respectfully requests that Council adopt a Resolution authorizing the hiring of Nicholas Marchell in the Water Department.

Respectfully,

Craig M. Cummings  
Director of Water

Barbara J. Adkins  
Deputy City Manager

**RESOLUTION NO. 2007 - 12**

**A RESOLUTION APPROVING THE HIRING OF NICHOLAS MARCHELL AS A SEASONAL EMPLOYEE IN THE WATER DEPARTMENT**

WHEREAS, Nicholas Marchell, the son of Human Resources Director, Emily Bell, has applied for a seasonal position in the Water Department;

WHEREAS, City policy states as follows regarding the hiring of persons related to City officials;

Relatives to the second degree of kinship (aunts, uncles, cousins): by birth, marriage or adoption, of any elected official or Department Head will not be hired unless the City Council approves the hiring, without the vote of the related elected official; and

WHEREAS, the Director of Water Department has recommended the hiring of Nicholas Marchell as a Seasonal Employee.

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

That the hiring of Nicholas Marchell as a Seasonal Employee in the Water Department of the City of Bloomington be authorized.

ADOPTED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

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

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Intergovernmental Agreement with the Town of Normal and the Ecology Action Center Pertaining to Storm Water Education Services

#### Background

On February 10, 2003, Council adopted a Storm Water Management Plan in order to comply with federally mandated requirements of the National Pollution Discharge Elimination System (NPDES) and the Clean Water Act of 1970. The Plan addresses six (6) mandated minimum control measures:

1. Public Education and Outreach
2. Public Participation and Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post Construction Runoff Control
6. Pollution Prevention and Good Housekeeping

The plan states that the public education and outreach control measure is to be implemented by a mix of best management practices (BMPs) to address the fecal coliform (animal waste), grease and oil, household and lawn/garden chemicals that could potentially end up in local streams or creeks. This control measure is to target homeowners, restaurateurs, industry, and the general public. An informed and knowledgeable community is crucial to the success of the storm water



management program. As the public becomes aware of the personal responsibilities expected of them and others in the community, including the individual actions they can take to protect or improve the quality of area waters, a great compliance with the storm water program will result. The plan has two major initiatives: 1.) the formation of partnerships; and 2.) the use of educational materials.

Support by the citizenry is crucial to the success of the storm water management plan. The intent of the public participation and involvement measure is to involve all socioeconomic groups to discuss various viewpoints and provide input concerning appropriate storm water management policies and BMPs. One of the strategies stated in the Storm Water Management Plan to fulfill this requirement is to establish a coalition of advisory groups that would provide input specific to individual natural watersheds.

### Discussion/Analysis

Since 1993, the Ecology Action Center has been providing waste reduction and recycling education programs for the City, McLean County and the Town of Normal to help meet the requirements of the Illinois Solid Waste Management Planning and Recycling Act.

Staff of both Bloomington and Normal believe that the Ecology Action Center can coordinate and implement the required storm water education programs as successfully as they have for the waste reduction and recycling education programs. The targeted audience required in the Storm Water Management Plan for public outreach is the same.

At the request of staff, the Ecology Action Center has provided a proposed schedule and cost of storm water education activities for 2007. Some of the proposed programs are:

- Coordinate clean water programs in schools (\$3,500)
- Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, etc.)(500)
- Coordinate volunteers for stream clean up and storm inlet stenciling programs (\$4,000)
- Conduct the Yard Smart Program (\$2,000)
- Coordinate and participate in the implementation of a McLean County Watershed Coalition (\$6,000); stakeholders from McLean County will plan and implement public projects which will directly involve the public in protecting the local watersheds
- Develop a multimedia information campaign (\$4,000)

Staff respectfully recommends that Council approve the proposed three (3) year agreement authorizing the Ecology Action Center to provide Storm Water Education and Public Participation Programs on a time and materials basis for a total fee not to exceed \$10,000, and that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made with \$10,000 in Storm Water Management Funds X55100-70220 for Fiscal Year 2007. Annual payments for Fiscal years 2008 – 2010 shall be adjusted by the lesser of 3% or the percentage increase of the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

The Council for the Town of Normal voted on and approved this agreement at their January 17, 2007 meeting.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

### **AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES**

This agreement is entered into this 1<sup>st</sup> day of February, 2007, between the City of Bloomington, and the Town of Normal (hereinafter referred to as “City” and “Town”) and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the “Center”).

#### **A. Purpose of This Agreement**

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the “Program” to include storm water education programming for the City and Town and assist the City and Town in meeting the public education and outreach requirements of both the City’s and the Town’s National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

#### **B. Period of Agreement**

This agreement commences on February 1, 2007 and shall be automatically renewed annually on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

#### **C. Services**

##### **1. City and Town**

The City and Town shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item “D” of this agreement.

##### **2. Center**

The Center shall:

- a. provide the storm water education services to the City and Town as outlined in the Appendix A and further detailed in Appendix B, being the Center's proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City and the Town; and 2) annual reports to the City and the Town in the form and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

Annual payments of \$10,000.00 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February 15<sup>th</sup>. Beginning February 1, 2008, such annual payment shall be adjusted on February 1<sup>st</sup> of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

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

E. Center shall save and hold the City and the Town, (including its officials, agents and employees) free and harmless and indemnify City and Town from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.

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

G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

Stephen F. Stockton, Mayor  
City of Bloomington

Christopher Koos, Mayor  
Town of Normal

Charles E. Bristow  
EAC Board Chair

February 13, 2007

January 16, 2007

January 28, 2007

**APPENDIX A**

The Center shall:

- A) provide the following storm water education services to the City and the Town;

- \*initial program evaluation
- \*clean water programs in schools
- \*provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, etc.)
- \*coordinate volunteers for stream clean up and storm inlet stenciling programs
- \*conduct the Yard Smart Program
- \*coordinate and participate in the implementation of a McLean County Watershed Coalition
- \*develop a multimedia information campaign

B). Provide for the administration of the program to include:

1. the submission of quarterly progress reports to the City and the Town on the activities conducted in compliance with this agreement;
2. the combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
3. the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
4. the invoices for services performed in accordance with item “D” of this agreement.

(APPENDIX B STORM WATER EDUCATION PROGRAM ON FILE IN CLERK’S OFFICE)

**Alderman Gibson questioned the need to spend \$10,000 on this education program. Doug Grovesteen, Director of Engineering, addressed the Council. Under the Storm Water Management Plan, the City was required to complete certain tasks. The education piece was one of the minimal requirements. The Engineering Department’s staff were not teachers. The people paid through this program were educators. It complemented the Engineering Department and the educational requirement.**

**Mayor Stockton clarified that the City did not have a choice to provide education. The choice left to the City was how to complete the educational portion. Mr. Grovesteen concurred and added that it was a wonderful program.**

**Alderman Matejka questioned the current and future requirements this program would entail. Mr. Grovesteen noted there were six (6) minimum requirements for the program. Some of the requirements included erosion control, education and marking inlets. The Illinois Environmental Protection Agency (IEPA) agreed to the requirements.**

**Mr. Grovesteen added that presentations were made to elementary school children in order to have an educated populace in the future. He cited the smart yard initiative.**

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the three (3) year agreement be approved on a time and materials basis for a fee not to exceed \$10,000, and the Mayor and City Clerk be authorized to execute the necessary documents. Annual payments for Fiscal years 2008 – 2010 shall be adjusted by the lesser of 3% or the percentage increase of the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lake Bloomington Lease Transfer Petition for Lot 4, Block 3 of Camp Kickapoo from Richard Dishinger (deceased) to Katherine Oncken

Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 4, Block 3 of Camp Kickapoo from Richard Dishinger (deceased) to Katherine Oncken. Staff has further reviewed the January 7, 2007 septic system inspection report. This is a relatively new (installed 1994) septic system that is sized correctly for the home. The septic system was found to be in working order. However, there is a spa that discharges to the ground surface. This must be corrected. Due to the time of the year, this deficiency will be allowed to exist, but must be corrected as the weather moderates. The petitioner must notify the Water Department when this deficiency has been corrected, but no later than June 1, 2007.

Staff respectfully recommends that Council approve the Lake Bloomington Lease Transfer for Lot 4, Block 3 in Camp Kickapoo from Richard Dishinger (deceased) to Katherine Oncken contingent upon the spa discharge deficiency being corrected no later than June 1, 2007.

Respectfully,

Craig M. Cummings  
Director of Water

Barbara J. Adkins  
Deputy City Manager

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Lake Lease Transfer be approved contingent upon the spa discharge deficiency being corrected no later than June 1, 2007, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Hershey Center, LLC, Requesting the Dedication of a Public Surface Drainage and General Purpose Utility Easement for a Part of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition

A petition has been received from Hershey Center, LLC requesting the dedication of a Public Surface Drainage and General Purpose Utility Easement for a part of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition, as shown on the Easement Dedication Plat. Staff has reviewed the Easement Dedication Plat and finds it acceptable.

Staff respectfully recommends that Council accept the Petition for Dedication of a Public Surface Drainage and General Purpose Utility Easement and an Ordinance passed.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

**PETITION FOR APPROVAL OF PUBLIC SURFACE DRAINAGE AND GENERAL  
PURPOSE UTILITY EASEMENT DEDICATION**

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF MCLEAN        )

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

Now comes Hershey Center, LLC, an Illinois Limited Liability Company, hereinafter referred to  
as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold or lesser estate therein of the premises described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of a Public Surface Drainage and General Purpose Utility Easement Dedication for a part of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition, Bloomington, Illinois, which Easement Dedication Plat is attached hereto and made a part hereof;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None.
4. That your petitioner, Hershey Center, LLC, an Illinois Limited Liability Company, prays that the Public Surface Drainage and General Purpose Utility Easement Dedication and Easement Dedication Plat for a part of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition, Bloomington, Illinois, submitted herewith be approved with the exemptions or variations as request herein.

Respectfully submitted,

By: Hershey Center, LLC, an Illinois  
Limited Liability Company,  
Petitioner

By: JC Ebach, Local Agent

**ORDINANCE NO. 2007 - 06**

**AN ORDINANCE PROVIDING FOR APPROVAL OF PUBLIC SURFACE DRAINAGE AND GENERAL PURPOSE UTILITY EASEMENT DEDICATION LOT 9 HERSHEY PLAZA SUBDIVISION 4<sup>TH</sup> ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of a Public Surface Drainage and General Purpose Utility Easement Dedication for a part of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition, legally described on Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said petition requests the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None; 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 Dedication 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 Dedication Plat of Public Surface Drainage and General Purpose Utility Easement for a part of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition, and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**EXHIBIT A**  
Public Surface Drainage and Storm Sewer Easement

A part of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition, according to the Plat thereof recorded as Document No. 2006-26241 in the McLean County Recorder of Deeds Office, being a part of the NW ¼ of Section 1, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southeast corner of Lot 9 in Hershey Plaza Subdivision 4<sup>th</sup> Addition; thence N. 90°-00'-00"W. 255.48 feet on the south line of said Lot 9; thence S. 00°-00'-00"W. 77.00 feet on the line of said Lot 9 to the Point of Beginning; thence N. 44°-18'-48"W. 58.80 feet to a point lying 20.00 feet east of the northwest corner of said Lot 9; thence S. 00°-17'-34"W. 41.46 feet to the south line of said Lot 9; thence S. 89°-09'-17"E. 41.29 feet to the Point of Beginning, containing 855.95 square feet/0.02 acres, more or less, with assumed bearings given for description purposes only.

PIN 21-01-101-017

**Motion by Alderman Schmidt, seconded by Alderman Hanson 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Case SP-02-07 Petition submitted by the Four Seasons Association, Bloomington, IL, requesting approval of a special use permit for the property located at 2401 Airport Road to expand a parking lot for an athletic club in a S-2, Public Lands and Institutions District

**BACKGROUND INFORMATION:**

**Adjacent Zoning**

north: R-1C, High Density Single  
Family Residence District

**Adjacent Land Uses**

north: single family residences

south: R-1B, Medium Density Single  
Family Residence District, and  
R – 2, Mixed Residence District  
east: R-1C, same as above  
west: R-1B, same as above

south: single family residences and  
family townhouses  
east: single family residences  
west: single family residences

Current Land Use: athletic club, parking lot, storm water detention basin & vacant land.

Comprehensive Plan: recommends government and institutional use for this property.

This 23.34 acre tract is the site of an existing athletic facility, accessory off-street parking lots, and a storm water detention basin. A Special Use Permit to expand the athletic club building was approved by Council on December 13, 2004.

The Four Seasons Association now desires to expand its off-street parking facilities by constructing a 125 space parking lot to the east of the existing parking lot that is north of its building. This is considered an expansion of the special use on this site that requires the approval of a new special use permit. A proposed new parking lot was depicted in approximately this same location on the site plan for the special use permit that was approved by the Council in December of 2004. The new site plan filed with this petition in question indicates that the standards and conditions for this special use would be met without the need to request any zoning variances.

#### BOARD OF ZONING APPEALS' PUBLIC HEARING:

The Zoning Board of Appeals held a public hearing on this petition on Wednesday, January 17, 2007 and recommends the same. Mr. Tom Stoltz, P.E., Farnsworth Group, 2709 McGraw Drive, presented testimony in favor of this petition on behalf of the Four Seasons Association, his client. He noted that this 125 space parking lot expansion has been a part of the master plan for the development of this property that was approved by the Council in December, 2004. Mr. Jeff Leverton, 49 Bandecon Way, General Manager, Four Seasons Association, was also present at this public hearing to answer questions on this matter.

No one presented any testimony in opposition to this petition at this hearing. Notices of this public hearing were mailed to the owners of ninety-seven (97) properties in this neighborhood.

#### BOARD OF ZONING APPEALS' RECOMMENDATION:

After having given due consideration to this petition and the testimony presented, the Zoning Board of Appeals passed a motion by a vote of 5 to 0 recommending Council approval of this petition in Case SP-02-07 for a Special Use Permit to allow this parking lot expansion at 2401 Airport Road.

#### STAFF RECOMMENDATION:

Staff concurs with the Zoning Board of Appeals and respectfully recommends Council approval of this petition for a Special Use Permit in Case SP-02-07.

Respectfully,

Kenneth Emmons  
City Planner

Barbara J. Adkins  
Deputy City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY  
LOCATED AT: 2401 AIRPORT ROAD**

State of Illinois                    )  
  )ss.  
County of McLean                 )

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

Now comes Four Seasons Association hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any 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 S-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code Athletic Clubs, are allowed as a special use in a S-2 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the S-2 zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the S-2 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

Four Seasons Association

By: Jeff Leverton

**ORDINANCE NO. 2007 - 07**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PARKING LOT EXPANSION AT HEALTH CLUB FOR PROPERTY LOCATED AT: 2401 AIRPORT ROAD**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Parking Lot Expansion for an Athletic Club for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a Parking Lot Expansion for Athletic Club on \_\_\_\_\_ the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## **EXHIBIT A**

**PARCEL 1:**

Lot 2 in Baer-Kilborn Subdivision, being a part of Lots 1 and 2 in the Subdivision of the North Half of Section 30, Township 24 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded November 1, 1984, Document No. 84-13680, EXCEPT the 6 (SIX) following described tracts:

**TRACT No. 1 (Exception No. 1)**

Ridge Crest Subdivision to the City of Bloomington, according to the Plat thereof recorded September 17, 1990 as Document No. 90-15638.

**TRACT No. 2 (Exception No. 2)**

First Addition to Ridge Crest Subdivision to the City of Bloomington, according to the Plat thereof recorded December 5, 1991 as Document No. 91-24812.

**TRACT No. 3 (Exception No. 3)**

Eagle Crest Subdivision in the City of Bloomington, according to the Plat thereof recorded December 5, 1992 as Document No. 92-34645.

**TRACT No. 4 (Exception No. 4)**

Eagle Crest Fourth Subdivision in the City of Bloomington according to the Plat thereof recorded March 27, 1946 as Document No. 96-7995.

**TRACT No. 5 (Exception No. 5)**

That part conveyed to the City of Bloomington by Warranty Deed recorded August 12, 1996 as Document No. 96-21601 (all in McLean County, Illinois).

**TRACT No. 6 (Exception No. 6)**

That part of Lot 48 of Eagle Crest Subdivision 1st Addition in the City of Bloomington, lying west of the East Line of Lot 2 in said Baer-Kilborn Subdivision (all in McLean County, Illinois).

**PARCEL 2:**

Outlot 150 in the Fourth Addition to Eagle Crest Subdivision, in the City of Bloomington, according to the plot thereof recorded March 27, 1996 as Document No. 96-7995, in McLean County, Illinois.

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Special Use be approved and the Ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Flat File Document Storage System from Henricksen Inc.

In order to accommodate storage of archived engineering documents, staff respectfully requests to purchase a Flat File Shelving System for large drawing sheets to be installed inside the fireproof vault located on the 3rd Floor Government Center in the Engineering Department. This shelving system augments the same style and is manufactured by the same company (Hamilton Unit Shelving) as is in current use. Staff requested quotations for this eight (8) unit system and the results are as follows:

Henricksen Inc. (Peoria, IL)	\$30,771.00
Bradfield Office Supply (Peoria, IL)	\$36,627.69
Copy Shop (Bloomington, IL)	\$49,078.50
Stocks Incorporated (Champaign, IL)	\$39,979.60

The system will be purchased from a local supplier of material handling and storage equipment and is the lowest quote. Staff respectfully requests that Council waive the formal bidding process and approve the purchase of a flat file document storage system from Henricksen, Inc. in an amount not to exceed \$30,771, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. Payment will be made from Engineering Office and Computer Supplies Funds (G16210-71010).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

**RESOLUTION NO. 2007 - 13**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF A FLAT FILE DOCUMENT STORAGE  
SYSTEM FOR THE ENGINEERING DEPARTMENT FROM HENRICKSEN, INC. AT  
A PURCHASE PRICE OF \$30,771**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a flat file document storage system for the Engineering Department from Henricksen, Inc. at a Purchase Price of \$30,771.

ADOPTED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the formal bidding process be waived, a flat file document storage system be purchased from Henricksen, Inc. in the amount of \$30,771, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Agreement with Farnsworth Group, Inc. for an Intersection Design Study at the Woodrig Road and South Main Street Intersection

On June 12, 2006, Council approved an Annexation Agreement for Cedar Ridge Subdivision. The agreement obligated the City to prepare an Intersection Design Study (IDS) for the intersection of Woodrig Road with South Main Street (Rt. US 51). City staff has negotiated a



proposed contract with Farnsworth Group, Inc. to provide professional services for the preparation of the IDS. The proposed services will be provided on a time and material basis with a maximum fee of \$18,900. The preparation of this Intersection Design Study is not in the current budget.

Staff has reviewed the proposal from Farnsworth Group and finds it acceptable. Staff respectfully recommends that Council approve a contract with Farnsworth Group to provide civil engineering services on a time and materials basis for a maximum fee of \$18,900, and that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made from Capital Improvement Funds (X40100-70050).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Barbara J. Adkins  
Deputy City Manager

### **AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT is effective this \_\_\_\_\_ day of January in the year 2007 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 2709 McGraw Drive, Bloomington, IL 61704 and the City of Bloomington hereinafter referred to as the CLIENT.

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

Intersection Design Study for the Intersection of Woodrig Road at South Main Street (U.S. Rte. 51) with necessary incidentals. See attached Scope of Services.

The fee for the above described services will be calculated on a time and material basis to a maximum fee of \$18,900.00, in accordance with the attached fee schedule.

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

FARNSWORTH GROUP, INC.

City of Bloomington  
Client

Donald K. Rutledge  
Secretary

Stephen F. Stockton  
Mayor

January 10, 2007

February 13, 2007

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Contract with Farnsworth Group be approved in an amount not to exceed \$18,900, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Right of Way, Permanent and Temporary Easements Hamilton Road – Timberlake to Main

The City has completed the design and construction plans for the improvement of Hamilton Road between Timberlake and Main Street. This project is a continuation of the work currently underway on Hamilton Road between Morris Avenue and Timberlake. The road will be widened to four (4) lanes; there will be a bike trail on the north side; a sidewalk on the south and sanitary sewer will be installed. Most of the right of way will come from the larger parcels of property to the north, but there are a few small pieces needed on the south side as well as permanent and temporary easements for constructing the sewer and sidewalk. Construction is several years away. City staff thought it prudent to start the process of acquiring the right of way and easements, and initiated negotiations with the owners of effected properties. Staff has secured agreements for some of them and they are listed below.

1. Donald and Judy Schneider, 404 W. Hamilton Road  
Permanent Easement: 1916.64 sq. ft. & Temporary Easement: 1,132.56 sq. ft. -- \$4,800.
2. Robert Pietsch, 408 W. Hamilton Road  
Temporary Easement: 1,267 sq. ft. -- \$500.
3. John and Jane Monterastelli, 410 W. Hamilton Road  
Right of Way: 605 sq. ft. and Temporary Easement: 1,491 sq. ft. -- \$3,600.
4. James and Nancy Mikel, 406 W. Hamilton Road  
Permanent Easement: 130.68 sq. ft. & Temporary Easement: 2,439.36 sq. ft. -- \$1,600.
5. Clint and Diane Nord, 302 W. Hamilton Road

Temporary Easement: 1,374 sq. ft. -- \$425.

6. Jon and Earlene Nelson, 402 W. Hamilton Road  
Permanent Easement: 483 sq. ft. and Temporary Easement: 1,116 sq. ft. -- \$1,500.

7. Michael and Katherine Deane, 212 W. Hamilton Road  
Permanent Easement: 566.28 sq. ft. and Temporary Easement: 1,437.48 sq. ft. -- \$1,800.

Staff believes the amounts to be paid fairly compensate the owners for their property and respectfully recommends Council approval.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Barbara J. Adkins  
Deputy City Manager

(2)

### **AGREEMENT FOR TEMPORARY EASEMENT**

This Agreement made this 17<sup>th</sup> day of November, 2006 between Robert Pietsch, hereafter Grantor, and the City of Bloomington, a municipal corporation hereafter Grantee:

1. Grantor agrees to give, grant and convey the temporary easement described and depicted on the drawing attached hereto as Exhibit A, which is incorporated herein by reference to Grantee.

2. Grantee agrees to provide the following as and for consideration for the easements:

a. Grantee shall pay Grantor a total of \$500.00 for the easement interests.

b. Grantee shall protect the Norwegian pine trees near northeast corner of Grantor's lot with a temporary fence during construction. Grantee acknowledges that Grantor has agreed to grant the easement in reliance on Grantee's representation that the tree would be protected and that Grantee will be strictly liable for any damage to the trees caused by Grantee's construction activity regardless of whether Grantee took appropriate measures to protect it.

3. The terms and conditions of the easements to be granted pursuant to this Agreement shall be as set forth in the Temporary Working Easement attached hereto as Exhibit B incorporated herein by reference.

4. This agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee's heirs, successors and assigns.

CITY OF BLOOMINGTON

Stephen F. Stockton  
Mayor

Robert Pietsch

ATTEST:

Tracey Covert  
City Clerk

(EXHIBIT A DRAWING AND EXHIBIT B TEMPORARY USE PERMIT ON FILE IN CLERK'S OFFICE)

**(3)**  
**CONTRACT FOR SALE OF REAL ESTATE**

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

THIS CONTRACT is entered into between John C. and Jane M. Monterastelli, hereinafter referred to as Seller, and City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

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

That part of lot 5 in the School Commissioner's Subdivision of the Southwest Quarter of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 40 at Page 3; described as follows with bearings being used referring to a local assumed datum: Commencing at the northwest corner of the above described Lot 5 in the School Commissioner's Subdivision of the Southwest Quarter of Section 16; thence along the northerly line of said Lot 5, North 89°-33'-21" East 228.81 feet, to the Point of Beginning; thence continuing along said northerly line of Lot 5, North 89°-33'-21" East 145.20 feet; thence South 01°-29'-51" East 0.68'; thence along a curve to the left having a radius of 3159.42 feet, an arc length of 145.29 feet, a chord bearing of South 86°-22'-07" West and a chord length of 145.27 feet; thence North 01°-29'-51" West 8.76', to the Point of Beginning, containing 0.014 of an acre, or 605 square feet, more or less.

~~with improvements, commonly known as \_\_\_\_\_ located thereon, to Buyer, who agrees to pay \$3,600.00 therefore in the manner following: \$ (inclusive of earnest money) upon the execution of this Contract:~~

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

~~\_\_\_\_\_ B. To be held in escrow until closing;~~

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

~~and the remainder by cashier's check, certified funds or the equivalent~~ on or before the 31<sup>st</sup> day of December, 2006, and on receipt of deed.

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

3. DEED AND POSSESSION: Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable) and execute a Temporary Easement in the form attached hereto as Exhibit A and deliver possession to Buyer ~~upon payment being made as herein provided~~, on or before the 31<sup>st</sup> day of December, 2006. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

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

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

6. ENCUMBRANCES:

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

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

7. PERSONAL PROPERTY: (Deleted)

8. FINANCING: (Deleted)
9. TERMITE PROVISION: (Deleted)
10. EQUIPMENT & INSPECTIONS:
  - A. EQUIPMENT: (Deleted)
  - B. INITIAL INSPECTIONS: (Deleted)
  - C. RADON TESTING: (Deleted)
  - D. WELL/SEPTIC TESTING: (Deleted)
  - E. TOXIC OR HAZARDOUS WASTE: Seller is unaware of any toxic or hazardous waster materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.
  - F. FINAL INSPECTION: (Deleted)
11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)
12. SELLER'S WARRANTIES. Seller hereby provides the following warranties:
  - A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
13. ADDITIONAL PROVISIONS:
  - A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
  - B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
  - C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);

E. Time is of the essence of this Contract;

F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*

14. ESCROWEE: (Deleted)

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

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

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

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

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

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

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

22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, 5, 12 and 18.

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

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

SELLER

BUYER

John C. Monterastelli

Stephen F. Stockton  
City of Bloomington,  
A Municipal Corporation

11/14/2006

02/13/2007

Jane M. Monterastelli

ATTEST:

11/14/2006

Tracey Covert  
02/13/2007

(EXHIBIT A TEMPORARY EASEMENT ON FILE IN CLERK'S OFFICE)

(RECORDED DOCUMENT NO. 2007 – 00006424, TEMPORARY EASEMENT AND RECORDED DOCUMENT NO. 2007 – 00006422, EASEMENT FOR (1) DONALD AND JUDY SCHNEIDER; RECORDED DOCUMENT NO. 2007 – 00013429, TEMPORARY EASEMENT AND RECORDED DOCUMENT NO. 2007 - 00013429, EASEMENT FOR (4) JAMES AND NANCY MIKEL; RECORDED DOCUMENT NO. 2007 – 00006426, TEMPORARY EASEMENT FOR (5) CLINT A. NORD AND DIANE PARRISH; RECORDED DOCUMENT NO. 2007 – 00006425, TEMPORARY EASEMENT AND RECORDED DOCUMENT NO. 2007 – 00006423, EASEMENT FOR (6) JON AND EARLENE NELSON; AND RECORDED DOCUMENT NO. 2007 – 00002269, TEMPORARY EASEMENT AND RECORDED DOCUMENT NO. 2007 – 00002268, EASEMENT FOR (7) MICHAEL AND KATHERINE DEANE ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the Contracts for Purchase of Real Estate be approved as follows: 1.) Donald and Judy Schneider, \$4,800; 2.) Robert Pietsch, \$500; 3.) John and Jane Monterastelli, \$3,600; 4.) James and Nancy Mikel, \$1,600; 5.) Clint and Diane Nord, \$425; 6.) Jon and Earlene Nelson, \$1,500, and 7.) Michael and Katherine Deane, \$1,800, for a total of \$14,225, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**



**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lake Bloomington Lease Transfer Petition for Lot 10 and the East Half Lot 11, Block 2 of Camp Kickapoo, Plus the Area South Thereof, to the 722.8 MSL Elevation from Pantagraph Publishing to Craig Hart and Joseph Laskowski

Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 10 and the east half of Lot 11, Block 2 of Camp Kickapoo, plus the area south thereof, to the 722.8 MSL elevation from Pantagraph Publishing to Craig Hart and Joseph Laskowski.

Staff is aware of an existing septic system, condition unknown, that served three (3) lots of which one and one half (1½) lots are part of that transfer. The other part of this transfer, the remaining one and one half (1½) lots, (Lot 12 and the west half Lot 11, Block 2 of Camp Kickapoo, plus the area south thereof to the 722.8 MSL elevation) of the original three (3) lots, are part of another lease transfer before Council on February 12, 2007. The septic system serving the original three (3) lots have not been inspected as the buyers have indicated that the existing structure on the three (3) lots will be demolished and each one and one half (1½) lot transfer will be developed separately with a new septic system separately servicing each one and one half (1½) lot parcel.

Although it is unusual for lots to be divided in a lease transfer, staff is in full agreement with this transfer as it reduces the density of lots in the area surrounding the City's drinking water reservoir, Lake Bloomington. This reduction in lot density has benefits such as the reduction of septic systems and driving and parking densities on Lake Bloomington streets.

Staff respectfully requests that Council approve the Lake Bloomington Lease Transfer for Lot 10 and the east half of Lot 11, Block 2 of Camp Kickapoo, plus the area south thereof to the 722.8 MSL elevation from Pantagraph Publishing to Craig Hart and Joseph Laskowski.

Respectfully,

Craig M. Cummings  
Director of Water

Barbara J. Adkins  
Deputy City Manager

**Alderman Schmidt had been contacted by the neighbors. There was concern about language.**

**Alderman Hanson informed the Council that he had spoken with Craig Cummings, Director of Water. Mr. Cummings had told him that the County's zoning would control**

land use. He stated that the issue involved setbacks. Hearings were held before the County's Zoning Board of Appeals, (ZBA). He addressed the issue of density. Three (3) lots would be turned into two (2) lots and developed for residential use. Lower density was a good thing for the Lake Bloomington area.

Alderman Hanson questioned the septic system. Mr. Cummings noted that under today's regulations sand filters were generally required.

Motion by Alderman Schmidt, seconded by Alderman Matejka to suspend the rules to allow someone to speak.

Motion carried.

Steve Whelan, 16 Independence Sq., addressed the Council. He held the adjacent lease. He had no objection to the lease transfers. His only concern involved where the homes would be built and under whose jurisdiction. If the petitioners were allowed to build homes closer to the lake, they would spoil the aesthetic value. He noted that a number of lease holders had obtained variances, such as lot width, square footage of lot, etc. The eastern lot jutted out into the lake, without additional land this lot was not large enough. He had spoken with the County's Building & Zoning staff as he had not attended the County's ZBA hearing. They were unsure about the flood plain. He specifically questioned where the homes would be placed on the two (2) lots. He also questioned if the lots' property lines could be moved south. He believed that a portion of the land would be removed from the existing lease. His concerns were limited to the placement of the homes and their impact upon the view.

Mayor Stockton questioned if the City could add its setback requirements to these leases. Mr. Cummings noted the flood plain was under the control of the City. He added that structures were not allowed in the flood plain.

Alderman Matejka noted that maps that had been provided. He cited that the dark line marked the platted lot while the yellow line denoted what land was included in the lease. Mr. Cummings informed the Council that the City was trying to come into compliance and become more standardized.

Mayor Stockton questioned the location of the Pantagraph's building.

Wayne Patkunas, 18365 Kickapoo Ln., addressed the Council. He was a neighbor to the east. He had resided at the lake since 1968. He expressed his concerns. He believed that the lot lines were changing. He had attended the County's ZBA hearing and objected to the petitioner's requested variances. He believed that a home would be built within twenty feet (20') of the flood plain. The placement of this home would be detrimental to his view of the lake. He believed that his view would be obstructed. Part of his land's value was the view of the lake. He questioned why this home needed to be placed so close to the lake. He cited alignment as a factor. He believed there were other options available.

Alderman Schmidt questioned if these homes were built at the current location of the Pantagraph's building if there would be any objections. Mr. Patkunas stated that the closer the petitioners build to the lake, the larger the negative impact upon his view. He believed that his home was at least fifty feet (50') from the lake.

Mayor Stockton questioned if the City could control alignment. Hannah Eisner, Deputy Corporation Counsel, addressed the Council. The City does not regulate zoning at the lake. This land was under the jurisdiction of the County. The homes must meet the City's building code. The existing leases could be transferred with additional property. The lot lines were suppose to meet the 100 year flood plane. There have been a number of lease modifications to allow for proper setbacks. She cited the addition of a deck as an example. In addition, it was not unusual for the City to address septic system issues. She cited sand filters as an example. The petitioners' requests were not unusual. The City could establish a greater setback. She questioned if this would be a good practice. She noted that this land was contained on an unrecorded plat. She described the situation as unusual. The City could place conditions upon the leases. She cited setbacks and/or visual lines. The issue could be deferred to the Lake Bloomington Association. This was not the first time that this concern, (the view), had been raised.

Alderman Hanson noted that these were deep lots. He had no problem with providing additional land to address the placement of the homes on these lots. Ms. Eisner noted that the County's setback was twenty feet, (20').

Alderman Gibson stated that the County had approved the homes. Ms. Eisner restated that the City had not received building plans. The County controlled the zoning and septic systems. Lease holders work with the McLean County Health Department regarding septic system approval.

Frank Miles, 202 N. Center St., addressed the Council. He represented the prospective purchasers. A lake view was a nice amenity. It was the petitioners' intention to sell the lots once developed. This property had been listed for months. The sale was contingent upon various governmental approvals. The plan called for two (2) large homes. No building plans have been submitted. The homes would be placed as close to the water as possible. The petitioners had made realistic assumptions. He addressed the seawall line and the property line. The parties involved thought they knew where the flood plain was. The yellow line marked the actual flood plain line. This line determined the setback. The County's setback was twenty feet, (20'). There were no set plans at this time. Everyone wanted to maximize their view of the lake. He restated that the County's setback regulations have control. It appeared that the Council wanted to treat this lease holder differently. The rules had been established in advance and should be applied uniformly. He acknowledged that the Council could require that the setback be applied from the existing property line.

Alderman Huette questioned if the view would be obstructed without the additional land. Mr. Miles responded affirmatively. Alderman Huette believed that the City would be consistent by applying the old property line for purpose of the twenty foot (20') setback.

Mayor Stockton expressed his interest in a compromise position. Mr. Miles informed the Council that he had met with Mr. Patkunas after the County's ZBA hearing. He noted that Mr. Hart and Mr. Laskowski were both out of town at that time. The listing agent was also out of town.

Alderman Huette questioned the distance to the current deck. Mr. Miles estimated the distance to be forty feet (40'). Alderman Huette expressed his belief that construction on these lots should be consistent with other lake properties. Mr. Miles noted that all of the information was presented to the County's ZBA. The variances would stand. He believed that the petitioners had been clear. The drawings that had been presented to the Council had also been submitted to the County's ZBA. He informed the Council that the petitioners' contract with the Pantagraph would expire on February 28, 2007.

Mayor Stockton requested exact measurements. Mr. Miles noted that the County's ZBA made a similar recommendation by encouraging the petitioners to reach a compromise agreement with the neighbors. Mayor Stockton also recommended that the parties involved work towards a compromise.

Ronald Ropp, 1107 E. Vernon, Normal, addressed the Council. He was a lease holder with Mr. Whelan. He expressed his belief that the Patkunas's home was one of the first built at the lake. Mr. Patkunas had stated that he was amenable to a twenty foot (20') setback from the old property line. He questioned the measurement point.

Mr. Miles stated that the petitioners would follow the lot line. Alderman Huette questioned if it would be parallel to the property line.

Keith Ranney, 25029 Wood Thrush, addressed the Council. He informed them that he served as the Past President of the Lake Bloomington Association. Lake lease holders do not want their line of sight obstructed. There has been a trend to build larger homes. Most of the lots at the lake did not meet the County's standards. He believed that the petitioners had a good project in mind which would eliminate traffic issues and change the land use to residential. He expressed his belief that the homes could be placed on the lots close to the location of the existing structure.

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

Motion carried.

Motion by Alderman Matejka, seconded by Alderman Hanson that the Lake Lease Transfers be approved and the Mayor and City Clerk be authorized to execute the necessary documents, with the stipulation that the twenty foot (20') setback be applied from the old property line.

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Electric/Natural Gas RFP

Staff received Request for Proposal (RFP) on, January 9, 2007 for the supply of electricity and natural gas to City facilities. Only one supplier responded with two options, Peoples Energy, Chicago, Illinois.

Electricity

The RFP was based on the margin cost to provide one unit kWh of electricity. The RFP did not include all fixed costs for transportation and distribution of electricity. Margin is the sum of profit and risk factor assigned to the customer.

The State contract is managed by Energy Resources Center (REC) of the University of Illinois at Chicago. The ERC is a non for profit organization funded by member State agencies and local governments. The City would be billed for all electricity and gas by the Energy Resources Center (ERC) and the ERC will pay the energy provider, Peoples Energy.

The analysis below compares Ameren IP's new rates, purchasing direct from Peoples Energy or utilizing the State of Illinois contract through Peoples Energy:

<b>Description of Electricity Cost/Fees</b>	<b>Peoples Energy Services - Direct Contract</b>	<b>Peoples Energy Services - State Contract</b>	<b>Ameren IP</b>
Projected Annual Volume (kWh)	24,000,000	24,000,000	24,000,000
Vendor Margin Unit Cost (\$/kWh)	\$0.005	\$0.003	\$0.00
Projected Annual Vendor Margin (\$/Annum)	\$150,000	\$90,000	\$000,000
Projected Annual State Contract Administration Cost (\$/Annum)	\$0	\$8,850	\$0
<b>TOTAL PROJECTED VENDOR COSTS</b>	<b>\$150,000</b>	<b>\$98,850</b>	<b>\$000,000</b>
Projected Electricity Cost kWh (Market Average)	\$0.05745	\$0.05745	\$0.07294
Projected Annual Electricity Cost (kWh Cost X 24,000,000 kWh Annual Volume)	\$1,378,800	\$1,378,8000	\$1,750,560

Description of Electricity Cost/Fees	Peoples Energy Services - Direct Contract	Peoples Energy Services - State Contract	Ameren IP
TOTAL PROJECTED ELECTRICITY COSTS FROM VENDOR (Projected Vendor Costs + Projected Electricity Costs)	\$1,528,800	\$1,477,650	\$1,750,560
TOTAL PROJECTED ANNUAL SAVINGS = (\$1,750,560 – Total Electric Cost from Vendor)	\$221,760	\$272,910	\$0

Electricity is bought and sold hourly on an open market. Peoples Energy Service had agreed to hold a price open to the City for 24 hours while Council decides the disposition of their contract offer. The City’s cost for a unit (kWh) of electricity will be provided at tonight’s Council meeting.

#### Natural Gas

The RFP did not include all fixed costs for transportation and distribution of natural gas.

The RFP for natural gas is based the margin cost to provide one (1) unit (therm) of natural gas using the monthly index gas price (wholesale cost) at the Chicago natural gas pipeline gate as the point of gas purchase. The RFP also allows for locking in a fixed price for natural gas if the market price falls within a range of \$0.650 - \$0.750 per therm and market conditions are favorable. The RFP is for large (transportation) accounts.

Peoples Energy Service  
Direct Contract  
\$0.010 per Therm

Peoples Energy Services  
State Contract  
.007 per Therm

The facilities that will qualify as a transportation account are:

- Lake Bloomington Water Treatment Plant
- US Cellular Coliseum
- Center for the Performing Arts
- Bloomington Public Library
- Lincoln Leisure Center

<b>Description of Natural Gas Cost/Fees</b>	<b>Peoples Energy Services - Direct Contract</b>	<b>Peoples Energy Services - State Contract</b>	<b>NICOR Gas</b>
Projected Annual Volume (Therms)	257,000	257,000	257,000
Vendor Margin Unit Cost per Therm	\$0.010	\$0.007	\$0.00
Projected Annual Vendor Margin Cost	\$2,570	\$1,799	\$000,000
Projected Annual Contract Administration Cost	\$0	\$0	\$0
<b>TOTAL PROJECTED VENDOR COSTS</b>	<b>\$2,570</b>	<b>\$1,799</b>	<b>\$0</b>
Projected Natural Gas Cost (Market Average)	\$0.7211	\$0.7211	\$0.7211
Projected Annual Natural Gas Cost (Market Average – average savings of 6%)	\$159,442	\$159,442	\$169,620
<b>TOTAL PROJECTED ELECTRICITY COSTS FROM VENDOR (Projected Vendor Costs + Projected Electricity Costs)</b>	<b>\$162,012</b>	<b>\$161,241</b>	<b>\$169,620</b>
<b>TOTAL PROJECTED ANNUAL SAVINGS (\$2,188,000 – Total Gas Cost from Vendor)</b>	<b>\$7,608</b>	<b>\$8,379</b>	<b>\$0,000</b>

After evaluating all proposals staff respectfully recommends that Council accept the proposal from Peoples Energy utilizing the State of Illinois purchasing agreement for natural gas, and purchasing Electric service direct from Peoples Energy in an amount to be determined at the February 12, 2007 Council meeting.. Funds for electricity and natural gas are budgeted in all effected department’s operating budget.

Respectfully,

Bob Floyd  
Facility Manger

Mark Huber  
Director of PACE

Barbara J. Adkins  
Deputy City Manager

(CONTRACT ON FILE IN CLERK’S OFFICE)

**Barbara Adkins, Deputy City Manager, introduced Bob Floyd, Facilities Manager, to address the Council. Due to the electric deregulation, the City was forced to purchase electricity on an open market. Electricity was treated as a commodity.**

**The City sent out Request for Proposals, (RFP), and received a response from People’s Energy, Chicago. They had recently sealed a contract with the state. They submitted a projected price.**

**In order to make a comparison, each was simplified to kilowatts per hour. Both were priced higher than projected. People’s Energy was less than Ameren. The state’s contract was operated out of the University of Illinois, Chicago.**

**Alderman Matejka noted the City would be buying on an open market. Mr. Floyd concurred. However, the contract had a two (2) year fixed rate for the City. The City was considered a low risk for paying its debts.**

**Alderman Schmidt questioned why the bids did not include fixed costs such as transportation. Mr. Floyd responded those charges were separate for any of the energy companies.**

**Alderman Hanson inquired if two (2) years was the longest contract the City could have. Mr. Floyd stated the maximum time for an energy contract was five (5) years. The reason staff chose a two (2) year contract was because this was new and staff wanted to see the results. Alderman Hanson agreed with Mr. Floyd's statements.**

**Mr. Floyd stated gas was not a fixed price. It was purchased monthly on an open market. When the price of gas reached a certain amount, it would be locked in. Mayor Stockton asked for clarification.**

**Motion by Alderman Matejka, seconded by Alderman Hanson to suspend the rules to allow someone to speak.**

**Motion carried.**

**Bernie Anderson, NICOR Gas's Community Relations Director, 1305 Martin Luther King Jr. Dr., addressed the Council. The market for natural gas was volatile. There were various costs associated with the sale of natural gas. Most natural gas suppliers would not agree to a contract that was longer than monthly. It would be too much of a risk since there was no guarantee on price. He hoped the prices would stabilize in the future. Distribution was regulated through the Illinois Commerce Commission (ICC).**

**Mr. Anderson stated the commodity could be purchased. Nicor Gas purchased natural gas by the hour. He noted Mr. Floyd was well informed.**

**Mayor Stockton questioned projected savings. Mr. Floyd noted large savings were not expected for natural gas. He believed the electric savings would disappear with time. Mayor Stockton concurred and noted savings were on a down slide. Part of the budgeting process was predicting future costs. NICOR Gas may or may not beat the other suppliers prices. Mr. Floyd added gas would fluctuate with the market.**

**Alderman Schmidt questioned the possibility of converting existing City facilities to geothermal. Mr. Floyd responded the City did not have many big buildings. Mr. Anderson reminded Council that the City received 100,000 free therms due to the franchise agreement. He also encouraged staff to review the age of the equipment.**

**Mr. Floyd reminded Council the agreement would need to be signed at tonight's meeting. Staff would prepare regular reports for Council's review.**



**Motion by Alderman Schmidt, seconded by Alderman Matejka to return to order.**

**Motion carried.**

**Motion by Alderman Matejka, seconded by Alderman Schmidt that the Peoples Energy be selected as the provider of electricity and natural gas for the City facilities, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Petition submitted by Robert Vericella, Jr., requesting approval of a Special Use Permit at 302 East Walnut Street to allow a five (5) unit multiple family dwelling in an R-2, Mixed Residence District with the S-4, Historic and Cultural District Overlay (Case SP-01-07) (Ward # 7)

**BACKGROUND INFORMATION:**

**Adjacent Zoning**

north: R-2 Mixed Residence District  
south: S-2 Public Lands and Institutions  
& S-4 Historic & Cultural District Overlay  
east: R-2 Mixed Residence & S-4 same as above  
west: R-2 and S-4 same as above

**Adjacent Land Uses**

north: three-unit apartment building  
south: Franklin Park District  
east: three-unit apartment building  
west: single family dwellings

Current Land Use: Single family dwelling.

Comprehensive Plan: Low/medium density residential.

The property in question is a 69' x 150' (10,350 sq. ft.) lot that is the site of a vacant residential building and an old accessory storage garage. In recent years this building had been occupied as a single family home. Prior to use as a single family dwelling the structure had been utilized as a five (5) unit apartment building; with three (3) one-bedroom units in the basement, one (1) three-

bedroom unit on the first floor and one (1) three-bedroom unit on the second floor. It has lost its “grandfathered” authorized Special Use Permit status for the five (5) units due to the change to single family use and subsequent vacancy that together accounted for more than a six (6) month period.

The petitioner now seeks to re-establish that Special Use status for a five (5) unit multiple family dwelling on the property in question. The petitioner plans to raze the storage garage to allow more area for the construction of required off-street parking spaces in the rear yard.

The Zoning Code stipulates the following standards and conditions for multiple family dwellings as a Special Use:

1. Minimum Fencing/Screening Required: Parking lots shall be screened from adjacent single-family dwellings and two-family dwellings in accordance with Section 44.4-7 C of the Zoning Code.
2. Maximum Floor Area Ratio: Fifty (50) per cent of the land area can be floor area.
3. Minimum Yard Requirements: Same requirements as in the zoning district in which the proposed special use is to be located. For the R-2 Mixed Residence District the setback requirements are as follows:  
  
Front Yard – 25 feet or the average setback for the block frontage;  
Side Yard – 6 feet; and  
Rear Yard – 25 feet.
4. Maximum Height: Thirty-five (35) feet or two and a half stories whichever is lower.
5. Additional Requirements Parking requirements shall be in accordance with Section 44.7-2 of the Zoning Code. [Two (2) parking spaces per dwelling unit.]

The existing development can comply with these conditions except:

1. The site plan shows seven (7) parking spaces. For five units, at two spaces per unit, 10 off-street parking spaces are required. A variance of three (3) parking spaces is needed.
2. The proposed parking area designated in the site plan would extend eleven feet (11’) into the required front yard along N. Prairie Street. A variance to allow parking eleven feet (11’) into the required front yard is needed.
3. Maximum Floor Area Ratio: A maximum floor area of 5,175 sq. ft. is allowed and this building has 6,753 sq. ft. of floor area (not including the attic on the 3rd floor). A variance of 1,578 sq. ft. is needed.

BOARD OF ZONING APPEALS’ PUBLIC HEARING:

The Zoning Board Appeals held a public hearing on this petition on Wednesday, January 17, 2007. The following persons were present at this public hearing to speak in favor of this petition:

- Mr. James Finegan, Attorney at Law, 111 W. Front Street;
- Mr. Robert Vericella, Jr., 1116 E. Monroe St.;
- Mr. Russell (Rusty) Depew, 201 W. Olive St.;
- Mr. Mark Anderson, 1508 E. Jackson St.;
- Mrs. Evelyn Hartman, 812 Snyder Dr.

Mr. Finegan stated that he was present at this public hearing to argue in favor of this petition on behalf of Mr. Robert Vericella, Jr., his client. He noted that, historically, this building was used as a five (5) unit apartment building and since it has not been presently used as such, a new Special Use Permit was needed. He stated that currently there are three (3) units in the basement, a first floor unit, a second floor unit, and an attic.

In a letter dated January 17, 2007, addressed to Ms. Kathryn McCaleb, Zoning Officer, Ms. Terri Clemens, Chairman Historic Preservation Commission, (HPC), stated her concerns based upon testimony from the HPC's meeting of August 17, 2006. Her letter states that the HPC was under the impression, based on Mr. Vericella's statements, that this building would be used as a single family dwelling. Additionally, the HPC based its decision regarding the demolition of the garage on the building being used as a single family dwelling. Mr. Vericella's response to the letter was that there would always be the option for him to move into one of the apartments; however he preferred to rent out the other apartments.

Mr. Depew stated that he was representing Mrs. Evelyn Hartman, one of the current owners of 302 E. Walnut St. He noted that Evelyn and Charles Hartman had occupied this home since 1968. In 1968, the Hartman's received a variance to increase the use to five (5) dwelling units. At that time, the three (3) basement units were created. All five (5) units had not been rented for the last five (5) years. The last use of the property was a duplex in December, 2005. The City had never inspected the building as a rental. Mr. Depew noted that the attic area is not finished, but there is a sub floor, insulation, and a lowered ceiling.

Board Member Kennett questioned the number of parking spaces versus the number of tenants. Mr. Vericella replied that there would be one (1) person per bedroom in the building or nine (9) persons. He stated that each of the one (1) bedroom apartments would receive one (1) off street parking space, the other two (2) units would each have two (2) spaces, with one (1) tenant each parking on the street. Ms. Kennett questioned if Mr. Vericella was aware of the December 19, 2006 letter submitted by Julie Roberts, 1006 N. Prairie St. Mr. Vericella replied that he was not aware of such letter.

Mr. Mark Anderson testified in favor of this petition. He stated that he owns a duplex at 1010 N. Prairie St. and has known Mr. & Mrs. Hartman for a long time. He also knew Mr. Robert Vericella, Jr. Mr. Anderson did not object to the requested Special Use Permit for the five (5) dwelling units.

Mr. Mark R. Huber, Director of Planning and Code Enforcement, stated that City staff is recommending the use be approved as a three (3) unit building and not a five (5) unit building due to the make up of the neighborhood, the allowable parking, and the ability to use this request as an opportunity to reduce the density of the Franklin Park neighborhood. The reduction to three (3) units also reduces the amount of variances needed.

Mr. Finegan stated the building would be rented to nine (9) students. It would cost the petitioner too much money to turn the three (3) basement units into one. The purchase agreement is contingent upon the number of units in the building. The petitioner was not interested in amending his request for the number of units.

No one presented testimony in opposition to Case SP-01-07 at this public hearing. Notices of this public hearing were mailed to the owners of forty (40) properties in this neighborhood.

**BOARD OF ZONING APPEALS' RECOMMENDATION:**

After having given due consideration to the testimony presented on January 17, 2007, the Zoning Board of Appeals, by a vote of 5 to 0, granted the requested variances in Case Z-01-07. After having given due consideration to Case SP-01-07 and the testimony presented on January 17, 2007, the Board of Zoning Appeals, by a vote of 4 to 1 recommended Council approval of this petition in Case SP-01-07.

**STAFF RECOMMENDATION:**

Staff respectfully recommends Council denial of this petition for a Special Use Permit to allow a five (5) unit multiple family dwelling at 302 East Walnut Street. The staff's position is that the special use permit should not allow for more than three (3) dwelling units in this building.

Respectfully,

Kenneth Emmons  
City Planner

Barbara J. Adkins  
Deputy City Manager

**PETITION FOR A SPECIAL USE PERMIT**

State of Illinois                    )  
  )ss.  
County of McLean                )

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

Now comes Bob Vericella hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises presently has a zoning classification of R-2/S-4 under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code Multi Family Dwellings are allowed as a special use in an R-2/S-4 zoning district;

4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R-2/S-4 zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;

9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and

10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-2/S-4 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

Robert J. Vericella

**ORDINANCE NO. 2007 - 08**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A  
MULTI FAMILY DWELLING FOR PROPERTY LOCATED AT: 302 E WALNUT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Multi Family Dwelling for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 7.30 (E) and 7.30 (K) of the Bloomington, City Code – 1960 as amended; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a Multi Family Dwelling on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.

1a. That occupancy for the three (3) basement units be limited to one (1) person.

2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12<sup>th</sup> day of February, 2007.

APPROVED this 13<sup>th</sup> day of February, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## **EXHIBIT A**

Lot 3 in the John T. Lillard Subdivision and the west 10 feet of Lot 14 of Block 3 in Durley Addition.

**Barbara Adkins, Deputy City Manager, introduced this item. The Zoning Board of Appeals (ZBA) had approved the requested five (5) units. Staff recommended denial in order to reduce density within the Franklin Park area.**

**Alderman Schmidt questioned the amount of vacancies in the neighborhood.**

**Mark Huber, Director PACE, addressed the Council. He noted the current owner lost her Special Use Permit because the house had not been used as a five (5) unit building in over two (2) years. The Special Use Permit was for five (5) units. He added that there had been only one (1) unit occupied over the last two (2) years. These units could only be vacant for six (6) months. They had been vacant for years.**

**Alderman Schmidt questioned if all five (5) units had been inspected. Mr. Huber responded affirmatively. He believed the inspections were completed in 2005. Nothing serious had been found.**

**Alderman Schmidt questioned if staff's recommendation to deny this request was based on parking issues. Mr. Huber responded that staff respected the current owner's situation. He presented information on various homes around Franklin Square. The history of the area was also considered. Staff believed three (3) units would be better for the neighborhood. He noted the number of bedrooms and the number of cars were impacted by the number of tenants. In addition, variances would be needed.**

**Alderman Matejka questioned the maximum number of people the building could accommodate. Mr. Huber stated there could potentially be fifteen (15) people in the building. There were nine (9) bedrooms in the home. Three (3) unrelated persons per unit were allowed by code. This fact would impact parking.**

**Alderman Hanson questioned if there had been problems with the building as a five (5) unit apartment building. He noted the neighborhood had not changed much in the recent past.**

**Alderman Schmidt questioned if the garage had been demolished. Mr. Huber stated the proposed parking plan included demolition of the garage. She also questioned the amount of structural change if the building was limited three (3) unit. Mr. Huber could not provide with specifics. There would be some physical changes. Alderman Schmidt addressed historic preservation. Mr. Huber responded that historic preservation only applied to the building's exterior.**

**Alderman Purcell questioned if there could be a stipulation which limited the number of people per bedroom. Mr. Huber stated Council could add conditions to a**



**Special Use Permit. He cited one (1) occupant per bedroom. This condition would still require nine (9) parking spaces which is what the ZBA had approved.**

**Motion by Alderman Schmidt, seconded by Alderman Matejka to suspend the rules to allow someone to speak.**

**Motion carried.**

**Rusty Depew, 201 W. Olive Street, addressed the Council as the current owner's attorney. The Hartmanns have owned this home since 1969. The proposed buyers would improve the parking situation. This sale was contingent upon the building remaining a five (5) unit facility. He recommended the Council restrict the basement apartments to single person occupancy. He noted the difficulty maintaining the home as one of the owners was in a nursing home. It was a beautiful home that the current owners have been unable to maintain it. He referenced the ZBA's hearing and vote.**

**Alderman Finnegan restated the option of having one (1) tenant per basement apartment. Mr. Depew responded affirmatively.**

**Alderman Purcell questioned if there were nine (9) parking spaces. Mr. Depew responded affirmatively. He added the building had eight (8) bedrooms.**

**Evelyn Hartman, 812 Snyder, present owner of 302 E. Walnut, addressed the Council. She reiterated the sale of the property was dependent upon the passage of the Special Use Permit. Her husband was in a nursing home. She cited the cost of his medical care. A water pipe had broken and caused \$35,000 worth of damage to the basement apartments. She and her husband had been interested in the neighborhood. It had been their home for many years. She cited their restoration efforts over the years. They looked for quality tenants, preferably single professionals. The apartments could be used for student housing in the future. There were student renters next door. Generally, they were considerate. Landlords must monitor their tenants. It was a good place to live.**

**Alderman Finnegan questioned if all damages had been repaired. Mrs. Hartman responded affirmatively.**

**Alderman Purcell had spoken with Mrs. Hartman and had received an email from her daughter. He had visited the home. He understood the concern about tenant parking. Mrs. Hartman would be unable to control the number of tenants after the sale.**

**Marsha Dean, 1546 Hunt Drive, Normal, owners' daughter, addressed the Council. The interior of the building was structurally the same as it had been. The three (3) basement apartments were marketed as efficiency apartments which meant one (1) tenant. It was a nice, quite, multi-family neighborhood.**

**Monica Moore, 3206 Leafy Lane, owners' daughter, addressed the Council. The parking issue had been addressed. There were economic factors. She noted the buyer was**

willing to purchase and improve the home. She reiterated that her father was ninety-three (93) and her mother was seventy-three (73). She could not understand what the issue was. She questioned if the City was trying to make this house an example.

Mr. James Finegan, 111 W. Front Street, buyer's (Mr. Vericella) attorney, addressed the Council. His client could live with the condition of one (1) person per bedroom. The problem was economics. The five (5) unit building Special Use Permit was lost due to the lack of use. It was a beautiful home. His client would need nine (9) tenants to make it work economically.

Alderman Matejka noted that the issue was occupancy. He questioned if the building would be owner occupied. Mr. Finegan informed the Council that his client owned numerous buildings. He would reside there if there was a vacant apartment. This had been a two (2) year process. He also hoped to build a home.

Alderman Matejka questioned the prospective owner's level of care and commitment. He was concerned with Mr. Vericella living up to expectations. Quality maintenance would be necessary. Mr. Finegan stated his client would invest \$40,000 – 50,000 in the building. His client currently operated twenty-five (25) units. There had not been any issues with the City.

Terri Clemens, 606 E. Grove, Historic Preservation Commission (HPC) Chairman, addressed the Council. The HPC did not have a quorum when this request appeared on their meeting agenda. She reminded the Council that historic zoning was there to preserve houses and the quality of life in the neighborhoods. She believed there would be additional parking demands and noise issues. Nine (9) tenants would be hard on the house and neighborhood. An apartment complex without an owner present was not preferred. The owner should live there in order to enforce expectations. She questioned if anyone had considered selling the property with a different purpose. She wished it could be sold as single family use.

Alderman Matejka questioned if the house could be sold as a single family home. Ms. Clemens stated the house was currently zoned for three (3) units.

Judy Stearns, 306 E. Locust, Cultural District Neighborhood Association's President, addressed the Council. She had spoken with Franklin Park neighborhood residents. The residents believed their neighborhood was threatened. She believed three (3) units were better than five (5). There would be less traffic and wear on the building. She concurred with Ms. Clemens' comments.

Alderman Purcell noted the building had held a Special Use Permit for years as a five (5) unit apartment building. Ms. Stearns believed the neighborhood was vulnerable and that three (3) units were preferable to five (5). She expressed her opinion that misrepresentations were presented to the HPC. She respected staff's recommendations.

**Marty Seigel, 615 E. Chestnut, addressed the Council. There was a precedent being set. It was an important issue. She compared this petition to the request by Robert Neiryneck for 707 E. Empire St. The problems within neighborhoods were generally from non owner occupied homes. It was difficult for property to sit on the market. She believed that this home was being sold below its EAV (Equalized Assessed Value). This one (1) person's opportunity would have a negative impact on the City.**

**Alderman Matejka questioned if the property was currently listed and available to others. Mr. Depew stated it was for sale by the owner. This was the only offer received in ten (10) months.**

**Mr. Huber stated the property was zoned R-2, Mixed Residence District with the S-4, Historic and Cultural District Overlay with Special Use Permit which allowed multi-family occupancy. The Council could limit the number of occupants for the basement units. He restated the definition of family contained in the code allowed for three (3) unrelated persons per unit.**

**Alderman Schmidt noted the neighborhood had been notified of the meeting and no one was in attendance. She questioned if letters had been received by the City. Mr. Huber stated two (2) letters had been received. One (1) from Ms. Clemens and the other addressed parking. Mayor Stockton added that he had received a number of emails in support of the Special Use Permit.**

**Motion by Alderman Matejka, seconded by Alderman Schmidt to return to order.**

**Motion carried.**

**Alderman Purcell had spoken with the seller's family. There was a history of events along with financial issues that have brought them to this point. There had been student renters in this neighborhood. He believed Council should allow the sale of the home, while limiting the occupancy to nine (9) people. The buyer would need to make this purchase work financially. This would be the best workable compromise.**

**Alderman Schmidt acknowledged this was a hard decision. She would vote no because she believed there needed to be lower density in the older neighborhoods.**

**Motion by Alderman Huette, seconded by Alderman Gibson that the Special Use Permit be approved and the Ordinance passed with the following condition: that occupancy for the three (3) basement units be limited to one (1) person.**

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

**Ayes: Aldermen Crawford, Huette, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: Alderman Schmidt.**

**Motion carried.**

**MAYOR'S DISCUSSION:** Mayor Stockton noted the potential amount of snow the City would receive within the next forty-eight (48) hours. Roger Clem, Director - Public Service, addressed the Council. The City would receive two to three inches (2" – 3") overnight, with a total amount up to six inches (6") and high winds. The crews and equipment were ready.

There was a parking ban in force until 9:00 a.m. tomorrow. The Public Service Department would contact the Police Department if there were violators. He restated that there would be heavy snow and high winds. Emailed updates would be provided to the Council.

Mayor Stockton referenced the Letters to the Editor which had appeared in the Pantagraph.

**CITY MANAGER'S DISCUSSION:** None.

**ALDERMEN'S DISCUSSION:** Alderman Finnegan referenced the Qik-n-Ez located at 1607 Morrissey Dr. currently holding a GPAS liquor license which had a concern. Mayor Stockton stated the Liquor Commission recommended the elimination of the "A", All types of alcohol, being sold at "G" Gasoline/convenience stores. Alderman Hanson stated this issue would come before Council at their March 12, 2007 meeting.

Alderman Matejka questioned if the licenses could be taken away. Mayor Stockton clarified that it would simply not allow the sale of spirits.

Alderman Hanson would serve as the City's Eastside Corridor study liaison. The committee had met last week. The strip of land had been narrowed to three hundred feet (300'). Public input sessions would be held in regards to this issue. The Illinois Department of Transportation (IDOT) would utilize a context sensitive approach. This was Phase I of the study process. The report received would be better. The time line for the corridor was 2035.

Alderman Gibson encouraged Council to reconsider Mr. Neiryneck's Petition for Speical Use in light of tonight's Council action.

Todd Greenburg, Corporate Counsel, addressed the Council. This item was not on tonight's meeting agenda. There had not been a notice published. A motion for reconsideration could be placed on the Council's March 12, 2007 meeting agenda. The prevailing side would make the motion. Robert's Rules of Order were cited. In Illinois, there were third party rights to intervene.

Motion by Alderman Purcell, seconded by Alderman Finnegan, that the meeting be adjourned. Time: 10:44 p.m.

**Motion carried.**

**Tracey Covert  
City Clerk**

**This page intentionally left blank.**