

**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, November 13, 2006.

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 Deputy City Clerk to call the roll and the following members answered present:

Aldermen: Joseph "Skip" Crawford, Kevin Huette, Allen Gibson, Michael Matejka, John Hanson, Jim Finnegan, Steven Purcell, Karen Schmidt and Mayor Stephen F. Stockton.

City Manager Tom Hamilton, Deputy City Clerk Julie Phillips, and Corporate Counsel Todd Greenburg were also present.

Absent: City Clerk, Tracey Covert.

The following was presented:

Mayor Stockton stated that in 1999 the Illinois Humanities Council launched the Studs Terkel Humanities Service Award. To date over 400 people in the State of Illinois have received this award. This award is given bi-annually and award honors people who have championed humanities in their communities.

Ms. Judy Brown is best known for her involvement in the discovery walks through Evergreen Cemetery, called, "Voices from the Past." She has been involved as an actor, writer and director since the walk's inception. She has worked with volunteers and her collaborators at the McLean County Museum of History. In 1996 the walk was awarded the Educational Programming Superior Achievement Award, by the Illinois Association of Museums. The walk has been awarded several others. Judy has also been a performer in the Illinois Wesleyan University's Summer Theatre, the Heartland College Theatre, and also toured with her one woman show, "Madame Senator: A Dramatic Portrait of Florence Fifer Boher".

Mayor Stockton presented Ms. Brown with the Illinois Humanities Council, Stud Terkel Humanities Award. Ms. Brown stated that theatre is a collaborative measure. She accepted the award on behalf of all of those who have supported the Illinois Theatre Consortium and what it has become.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

Ayes: Aldermen 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 twelfth partial payment to Felmley Dickerson in the amount of \$152,797.80 on a contract amount of \$2,669,586 of which \$2,387,771.37 will have been paid to date for work certified as 89% complete for the Library Expansion. Completion date – November 2006.

2. The fifth partial payment to PSA - Dewberry in the amount of \$4,792.13 on a contract amount of \$40,500 of which \$38,981.25 will have been paid to date for work certified as 93% complete for the Library Expansion, Furniture, Fixtures and Equipment Package. Completion date – November 2006.
3. The sixth partial payment to APACE Architects & Design in the amount of \$3,895 on a contract amount of \$219,950 of which \$32,700 will have been paid to date for work certified as 15% complete for the Design of Fire Station #5. Completion date – May 2008.
4. The seventh partial payment to Supreme Radio Communications, Inc. in the amount of \$1,075 on a contract amount of \$12,900 of which \$7,525 will have been paid to date for work certified as 58% complete for the Service Maintenance Agreement with Supreme Radio. Completion date – April 2007.
5. The twelfth partial payment to Interchange City West, LLC in the amount of \$123,740.26 on a contract amount of \$1,489,060 of which \$1,408,569.56 will have been paid to date for work certified as 95% complete for the Wal-Mart Sales Tax Rebate. Completion date – November 2010.
6. The thirteenth partial payment to Town of Normal in the amount of \$224,341.17 on a percentage basis contract of which \$2,357,483.53 will have been paid to date for work certified as ongoing for the Wal-Mart Sales Tax Rebate & Metro Zone. Completion date - November 2010.
7. The first partial payment to Clark Dietz in the amount of \$3,498.74 on a contract amount of \$16,000 of which \$3,498.74 will have been paid to date for work certified as 22% complete for the Lighting Improvements at Division Street. Completion date - December 2006.
8. The second partial payment to Rowe Construction in the amount of \$150,200 on a contract amount of \$500,000 of which \$173,100 will have been paid to date for work certified as 35% complete for the MFT General Maintenance Resurfacing. Completion date – December 2006.
9. The tenth partial payment to Stark Excavating, Inc. in the amount of \$53,366.50 on a contract amount of \$1,399,893.75 of which \$965,908.65 will have been paid to date for work certified as 69% complete for the Euclid Avenue – Oakland to Washington. Completion date – November 2006.
10. The first partial payment to Cochran & Wilken Inc. in the amount of \$1,725 on a contract amount of \$11,500 of which \$1,725 will have been paid to date for work certified as 15% complete for the Feasibility Study of Asian Carp Disbursal. Completion date – December 2007.

11. The fourth partial payment to Consoer Townsend & Associates in the amount of \$1,752.07 on a contract amount of \$74,800 of which \$13,186.87 will have been paid to date for work certified as 18% complete for the In-Line Booster Station at Mitsubishi. Completion date – December 2006.
12. The third partial payment to Consoer Townsend & Associates in the amount of \$3,002.29 on a contract amount of \$38,400 of which \$5,350.95 will have been paid to date for work certified as 14% complete for the Study of Metering at Water Treatment Plant. Completion date – December 2006.
13. The eighth partial payment to Consoer Townsend & Associates in the amount of \$2,947.09 on a contract amount of \$185,000 of which \$54,146.12 will have been paid to date for work certified as 29% complete for the Electrical Improvements at Lake Bloomington. Completion date – December 2006.
14. The sixth partial payment to Clark Dietz in the amount of \$4,553.13 on a contract amount of \$68,800 of which \$44,509.10 will have been paid to date for work certified as 80% complete for the Main Replacement on Hinshaw/Barker. Completion date - December 2006.
15. The second partial payment to Clark Dietz in the amount of \$4,921.86 on a contract amount of \$84,600 of which \$24,104.53 will have been paid to date for work certified as 28% complete for the Parmon Rd. Water Main Replacement. Completion date - December 2007.
16. The first partial payment to Global Engineering Technology, LLC in the amount of \$7,600 on a contract amount of \$10,230 of which \$7,600 will have been paid to date for work certified as 74% complete for the Design of Water Main Replacement on Stewart and East St. Completion date – October 2007.
17. The second partial payment to Farnsworth Group in the amount of \$5,488.07 on a contract amount of \$47,500 of which \$17,135.77 will have been paid to date for work certified as 36% complete for the Division St. CSO Elimination. Completion date – March 2007.
18. The twelfth partial payment to Farnsworth Group in the amount of \$23,639.71 on a contract amount of \$295,300 of which \$224,301.05 will have been paid to date for work certified as 76% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – January 2007.
19. The first partial payment to McLean County Regional Planning in the amount of \$17,125 on a contract amount of \$68,500 of which \$17,125 will have been paid to date for work certified at 24% complete for the Main Street Corridor – McLean Co. Regional Planning. Completion date – April 2008.

20. The forty-fourth partial payment to Brisbin, Brook, Beynon Architects in the amount of \$114.80 on a contract amount of \$1,611,964.52 of which \$1,443,129.66 will have been paid to date for work certified as 90% complete for the US Cellular Coliseum Architects. Completion date – April 2006.

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

Respectfully,

Tom Hamilton
City Manager

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

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

Ayes: Aldermen 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 to Eastlake Partners, LLC for the City's Share of the Construction Cost of the 20" Water Main to the Grove on Kickapoo Creek Subdivision

On September 26, 2005, Council approved an Annexation Agreement with Eastlake Partners, LLC for the Grove on Kickapoo Creek Subdivision. This subdivision is located on the north side of Ireland Grove Road, approximately 1 1/2 miles east of Towanda Barnes Road. The Annexation Agreement obligated the City to reimburse the developers for the City's portion of the water main that was necessary to bring potable water to the site. The developer's contractor has constructed approximately 4,200 feet of a twenty inch (20") water main in the Ireland Grove Road right of way or upon easements to this point.

Farnsworth Group, acting as the developers' agent, has submitted a request for reimbursement in the amount of \$490,000. Staff has reviewed the request and finds it to be in order. There are funds budgeted for this expense in the Water Department's capital budget. Staff respectfully recommends that Council approve the payment of \$490,000 to Eastlake Partners, LLC with payment to be made from Water Depreciation Funds (X50200-72540).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell 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 to Waive Bids and Purchase Golf Course Chemicals

The Golf Course Division purchases approximately \$80,000 to \$100,000 worth of chemicals every year to control a variety of diseases and insects in order to maintain top quality facilities. These products are all purchased through "agency pricing". This simply means that the manufacturer sets the price and no individual representative can vary from this pricing.

There are two (2) providers of these chemicals that the City has dealt with in this local area over the past couple of years. One of the companies is Prosource One, which has a local office in Bloomington. The second company is Helena which has an office in Monticello. Staff has successfully dealt with both of them in the past.

Staff would like to enter in to an early order program with Prosource One to purchase product for the 2007 year. This program will provide three (3) advantages to the City. The first is that it will save the City approximately \$8,000 to \$10,000 over the next fiscal year.

The second one is that it allows staff to purchase additional product at locked in pricing if more product is needed at a later date. The third advantage of using Prosource One is that it is not necessary to store the product on site. Prosource One will store the product and deliver it as needed.

Staff, therefore, respectfully requests that Council waive the formal bidding process and enter into an early order program with Prosource One for the purchase of “agency priced products,” in an amount not to exceed \$100,000, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

Respectfully,

Dean Kohn
Director Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 143

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF GOLF COURSE CHEMICALS FOR THE
PARKS AND RECREATION DEPARTMENT FROM PROSOURCE ONE AT A
PURCHASE PRICE NOT TO EXCEED \$100,000**

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 Golf Course Chemicals for the Parks and Recreation Department at a Purchase Price not to exceed \$100,000.

ADOPTED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

Motion by Alderman Finnegan, seconded by Alderman Purcell that the formal bidding process be waived, the golf course chemicals be purchased from Prosource One in an amount not to exceed \$100,000, 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: Permission to Waive Bids and Purchase a Life Trail System

Over the next decade the older adult population will increase to become the largest segment of our society. As staff plans and develops the City's park system we continue to challenge their needs.

"Life Trail" is a developed fitness station designed for the specific needs of the older active adult. It will be a series of ten (10) outdoor wellness stations installed along the trails at Tipton Park. It will allow the balance of walking (the leading form of exercise in older adults) with an exercise program that will enhance their total fitness needs. This program will further enhance the total family experience that is provided at Tipton Park

Staff respectfully requests that Council waive the formal bidding process, accept the proposal submitted by Let's Go Play, Inc., for a Life Trail System in an amount not to exceed \$24,674, the Purchasing Agent authorized to issue a purchase for same, and the Resolution adopted. There are sufficient funds available in the Equipment Replacement Fund, F14110-72140-65048 for this system.

Respectfully,

Dean Kohn
Director Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 144

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A LIFE TRAIL SYSTEM FOR THE PARKS
AND RECREATION DEPARTMENT FROM LET'S GO PLAY, INC. AT A PURCHASE
PRICE NOT TO EXCEED \$24,674**

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 Life Trail System from Let's Go Play, Inc. at a Purchase Price not to exceed \$24,674.

ADOPTED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

Motion by Alderman Finnegan, seconded by Alderman Purcell that the formal bidding process be waived, the Life Trail System purchased from Let's Go Play, Inc., in an amount not to exceed \$24,674, 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: Purchase Six (6) Round Metal Picnic Tables

Sealed bids were received from two (2) companies, Belson Outdoors and Highland Products for six (6) round metal picnic tables for the Downtown. Only Highland Products Group returned a bid that included prices. The Highland Products Group bid is lower than Belson Outdoors' web site list price for these picnic tables and meets all specifications.

Highland Products Group bid \$1,489 each for these picnic tables including any shipping and assembly for a total bid price of \$8,943. There are funds available in the Downtown Courthouse Streetscape Grant to pay for this purchase.

Staff respectfully requests that Council accept the bid from the Highland Products Group in the amount of \$8,943 for six (6) round metal picnic tables for the Downtown, and that the Purchasing Agent be authorized to issue a Purchase Order for same.

Respectfully,

Brian Brakebill
Deputy City Manager

Dean Kohn
Director Parks and Recreation

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the six (6) round metal picnic tables for the Downtown be purchased from Highland Products Group in the amount of \$8,943, 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: Recommendation for Stair Replacement/Lake Bloomington Old Process Building

Bids were requested for the replacement of a set of stairs in the water treatment facility that had failed due to age and corrosion. A single bid was received for this work and was opened before Council on October 9, 2006.

The status of the bid was deferred until staff could analyze the bid. That analysis has been completed. The one bid was received from Felmley Dickerson Co., in the amount of \$184,200 for the replacement of a single set of stairs and \$114,800 for the additive alternate of the replacement of a second set of stairs. Staff has reviewed this bid and finds it to be in order.

\$175,000 has been budgeted for the single stair replacement. The bid was slightly higher than budgeted. In light of the volatility of material costs, staff believes the bid to be acceptable. Therefore, staff respectfully recommends that the bid from Felmley Dickerson, Co. be accepted in the amount of \$184,200, and the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will be paid for with funds from the Water Department, Depreciation Funds (Account # X50200-72590).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Purcell that the bid submitted by Felmley Dickerson Co., in the amount of \$184,200 be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen 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 Single Bid for 1222 E. Oakland Ave.

At the October 23, 2006 Council meeting a single bid for rehabilitation work at 1222 E. Oakland Avenue, using Community Development Block Grant (CDBG) funds was opened. Due to apparent irregularities and at the request of staff, Council held the matter over until its next regular meeting. Since that time, the irregularities were identified and corrected.

When this matter was brought to the bidder, Brady's Lumber and Construction of Pekin, they choose to abide with their original submittal. Staff estimated the cost of the improvements to be \$20,840 (corrected). The bid received was \$15,674.

At this time, staff respectfully requests that Council accept the proposal of Brady's Lumber and Construction in the amount of \$15,674 for the rehabilitation work at 1222 E. Oakland Avenue, Bloomington, Illinois, and an order to proceed be issued.

Respectfully,

Mark R. Huber
Director PACE

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the bid submitted by Brady's Lumber and Construction in the amount of \$15,674 for rehabilitation work at 1222 E. Oakland Avenue be accepted, and an order to proceed be issued

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 Winter/Spring Brochure

On Thursday, October 26th at 10:45 a.m. bids were opened in the City Clerk's office for printing 17,000 copies of the 2007 Winter/Spring Program Guide for the Parks and Recreation Department. Six (6) printers responded to the bid:

FIRM	BID PRICE
Ron Smith Printing, Bloomington	\$7,480.00 NR*
Action Printing, Fon Du Lac, Wisconsin	\$8,389.00 NR*
Action Printing, Fon Du Lac, Wisconsin	\$7,667.00 alt. for 4 more pages
BOPI, Bloomington	\$9,860.00 NR*
Printec Printing, Champaign	\$10,144.00
Illinois Graphics, Inc., Bloomington	\$10,983.00
Riddle Enterprises, Heyworth (formerly Heyworth Star)	\$13,940.00 NR*

*NR (nonresponsive)

The three (3) lowest bidders and the highest bidder were non-compliant because they did not sign all the proper bid forms. All four (4) of these printers have printed the programs guides in the past. They have signed these forms and somehow overlooked part of them this time. Due to their noncompliance, staff recommend the bids be rejected and the project re-bid.

Respectfully,

Dean Kohn
Director Parks and Recreation

Tom Hamilton
City Manager

Alderman Hanson inquired if re-bidding this item would alter the release date of the guides. Dean Kohn, Director of Parks and Recreation stated that the guides would be released a little bit later than they hoped, but barring any mistakes made in the re-bidding process the delay would be minimal.

Motion by Alderman Finnegan, seconded by Alderman Purcell that the bids for the Printing of the Brochure be rejected and re-bid.

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 Fleet Vehicle Sealed Bids

There are three (3) vehicles in the fleet that are budgeted for replacement that were not available on the State of Illinois Joint Purchasing Contract. Bid specifications were prepared, published on October 12, 2006 and distributed to twenty-two (22) Central Illinois dealers including Dennison Corp., Barker Motor Co., Sam Leman, Leman Chevy City, and O'Brien Mitsubishi of Normal, of Bloomington/Normal. Sealed bids were opened October 26, 2006 at 11:00 a.m. in the City Clerk's office with six (6) respondents. The results of the bid opening are as follows:

Dealer	4dr Sedan for PACE	Pickup for Pub Service	4x4 SUV for Fire
Roanoke Motors	\$16,243.25	\$20,809.40	No Bid
	\$500.00	\$800.00	
	\$15,743.25	\$20,009.40	
Landmark	No Bid	No Bid	No Bid
Bob Ridings	\$12,350.00	\$21,195.00	No Bid
	\$400.00	\$400.00	
	\$11,950.00	\$20,795.00	
Geiser Ford	\$16,570.00	\$27,005.00	No Bid
	\$6,320.00	\$9,747.25	
	\$10,250.00	\$17,257.75	
Barkers	\$12,704.00	\$24,622.15	\$37,747.85
	\$1,200.00	\$1,000.00	\$2,000.00
	\$11,504.50	\$23,622.15	\$35,747.85
Barkers Alt Bid	\$17,348.45		
	\$1,200.00		
	\$16,148.45		
Dennison	\$12,941.00	\$20,898.00	\$33,432.00

	\$900.00	\$1,200.00	\$2,000.00
	\$12,041.00	\$19,698.00	\$31,432.00

There were two (2) technicalities discovered during the bid opening and bid evaluation.

1. During the bid opening, it was noted that not all dealers returned the addendum and a corrected bid form that was issued on the pick up truck for Public Service.

On October 19th, it was discovered that the wrong information was presented in the bid document for the Public Service trade-in unit. A two (2) page addendum was issued immediately with the correct information, and a revised bid form with instructions to return the addendum with the bid. The bid form is the contract for purchase with the dealer, which includes the vehicle year, make, model, and vehicle identification number.

2. During the evaluation of the bids, it was discovered that not all the bidders properly filled out the bid documents. There are explicit instructions in the Bid Package that require the bidders to respond to each section of the bid whether they “Comply” or “Does Not Comply”. If the response is does not comply, then the bidder must explain the variation. The instruction further warns the bidders that those “who do not follow these instructions will automatically be disqualified from this bid. (This portion of these instructions will strictly be adhered to.)”

During the evaluation of the bids, Roanoke Motors and Barkers properly filled out the bid documents but only returned the revised bid form included in the two (2) page addendum. The bid submitted by Bob Ridings did have both pages of the addendum but all the bid documents were not properly filled out. The other bidders (Geiser Ford and Dennison) did not properly fill out the bid documents.

Council has set a clear direction of rejecting incomplete bids. Staff respectfully recommends that Council reject all bids and re-bid the fleet bid package.

Respectfully,

Daniel Augstin
Director Fleet Management

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Alderman Schmidt expressed her appreciation for the way these bids were handled. The Council understood that consistency in bid handling can often times prove difficult.

Alderman Finnegan inquired about the bidding process. He questioned if the City’s bidding process was outdated. Mr. Hamilton responded that he was at a loss in this case because these two (2) companies had been awarded bids in the past. Over the last year, Council had been clear that irregularities would not be accepted. Alderman Finnegan inquired if the process was confusing. Mr. Hamilton stated that in these two (2) cases the bidders neglected to sign the bidding documents. The process was very simple, but bidders should always sign their bids.

The biggest issue seemed to be failure to return addendum acknowledgements. He noted that the number of bids that were actually rejected reflected a small percentage compared to the actual number of bids and request for proposals that are let. Alderman Finnegan requested that copies of these two (2) bid requests be provided to him so that he may have a better understanding of the process.

Motion by Alderman Finnegan, seconded by Alderman Purcell that all of the Fleet bids be rejected and re-bid.

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: Recycle Containers

On November 2, 2006 sealed bid documents were received for 3,500 curbside recycle containers from the following companies:

SCL A-1 Plastics LTD	Brampton, Ontario	\$15,190.00
Busch Systems	Barrie, Ontario	\$17,430.00
Otto Environmental Systems	Charlotte, NC	\$20,020.00
Rehrig Pacific Company	Los Angeles, CA	\$21,350.00
Central Supply	Bloomington, IL	\$23,555.00

SCL A-1 Plastics LTD submitted the low bid and met all specification requirements. The Public Service Department's curbside recycle program is currently using blue recycle bins supplied by SCL A-1 Plastics LTD. These bins are the same as the sample that was submitted and are acceptable to staff. Staff recommends that 3,500 curbside recycle containers be purchased from SCL A-1 Plastics LTD for \$15,190. \$17,500 has been budgeted for this purchase from refuse account 1001-16130-71990.

Respectfully,

Rick Clem
Director Public Service

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the bid for recycle containers be awarded to SCL A-1 Plastics LTD in the amount of \$15,190 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: Change Order No. 1 for the Water Department Rate Study

The Water Department rate study was initiated in 2005 to provide a long term outlook for the department's financial needs in light of the ongoing Pipeline Road transmission main project, (\$13 million, plus), and other drivers of water rates such as labor costs, chemical costs, etc.

This study provided an interim rate increase figure for 2006 with the data that was available at that time. Work has continued on the study with much more data available after the upgrade to the water billing software and the repayment schedule for the second phase of the Pipeline Road project became known.

Since that time, analysis has continued on current and assumed cost increases in operating expenses and budgeted capital projects. AB&H/Donohue, the selected consultant, has spent more time than anticipated on the analysis of the data that has become available and has requested additional funding for their costs. They provided a price of \$4,000 for the additional work which staff has reviewed and found to be acceptable. The original contract amount and the change order are as follows:

Original contract for three (3) year rate study	\$29,000.00
Change Order Number 1 for the additional rate analyses	<u>\$ 4,000.00</u>
Total	\$33,000.00

Staff respectfully recommends that Council approve this Change Order No. 1 in the amount of \$4,000.00 to AB&H/Donohue for the extra work involved in the rate study.

Funds for this change order will be paid for with funds from the Water Department/Operations and Maintenance, Administration and General Accounts, Other Purchased Services (Account # X5010-50110-70990).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell 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: Change Order for Food and Beverage Service for the Bloomington Center for the Performing Arts

On August 28, 2006, Council approved a contract with The Chateau for food and beverage service for the BCPA during 2006 – 2007 Performance Season, in an amount not to exceed \$10,000.

The amount requested took into account purchases required to service artists during the opening season of the BCPA. However, it did not take into account expenses for the grand opening in September. The costs incurred for grand opening was \$8,451.71.

Staff respectfully requests that Council approve a Change Order in the amount of \$10,000 to the contract with The Chateau to the total amount not to exceed \$20,000, and the Resolution adopted. Payment for these services will come from account X21100-71060 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 145

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$10,000 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND THE CHATEAU FOR FOOD AND BEVERAGE SERVICE
FOR THE 2006-2007 BLOOMINGTON CENTER FOR THE PERFORMING ARTS
PERFORMANCE SEASON**

WHEREAS, the City of Bloomington has previously entered into a contract with The Chateau for Food and Beverage Service for the 2006-2007 Bloomington Center for the Performing Arts Performance Season; and

WHEREAS, for the reasons set forth in a staff report dated November 13, 2006 it was necessary to include expenses incurred for the Grand Opening; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the November 13, 2006 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 \$10,000 in the contract between the City of Bloomington and The Chateau for Food and Beverage Service for the 2006-2007 Bloomington Center for the Performing Arts Performance Season be approved.

PASSED this 13th day of November, 2006.

ADOPTED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

Motion by Alderman Finnegan, seconded by Alderman Purcell that all of the Change Order in the amount of \$10,000 to the contract with The Chateau 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 #15 to the Contract with P.J. Hoerr, Inc. for the Renovation of the Bloomington Center for the Performing Arts

P.J. Hoerr, Inc. has requested the following change orders to their contract for work associated with the renovation of the Bloomington Center for the Performing Arts, (BCPA). These change orders were reviewed by staff, who found them to be acceptable. The total amount of these change orders is \$8,496.03.

#157 Provide additional work on existing restroom windows	1,004.00
#159 Provide modifications to 3 hole kitchen sink	1,602.00
#160 Provide additional elevator sump pump	1,023.00
#162 Provide special fire extinguisher for kitchen	284.75
#163 Provide additional exit lights for 2 nd and 3 rd floor corridors	1,053.00
#165 Provide additional fire alarm speaker strobe in kitchen & horn strobe in mechanical room	1,120.00
#168 Provide additional framing & sheetrock above mechanical room stair	1,982.38
#169 Provide required tape, sanding & finishing of mechanical room stair	<u>426.90</u>
	8,496.03
Total this Change Order	8,496.03
Revised contract	<u>11,570,028.53</u>
New Total Amount	11,578,524.56

This work is outside the existing contract of P.J. Hoerr. There was a need to rework the window frames and install full blank panels in the restroom windows. The three (3) hole kitchen sink needed to be modified; a special kitchen fire extinguisher was needed; exit lights were needed; a fire alarm speaker strobe in the kitchen and horn strobe in the mechanical room were needed,

framing, sheetrock and finish work were needed in the mechanical room stairwell as required by City inspectors; and there was the need to install a new sump pump in the elevator shaft.

This change order amount will be added to the guaranteed bid price and will be paid for out of the renovation contingency fund.

Contingency Fund:	\$600,000.00
Total Change Orders to date:	\$590,324.56
Contingency Balance:	\$ 9,675.44

Staff respectfully recommends that Council approve this change order to the contract with P.J. Hoerr, Inc. in the amount of \$8,496.03. Payment for this work will come from account X21100-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that all of the Change Order to the contract with P.J. Hoerr for the Renovation of the Bloomington Center for the Performing Arts in the amount of \$8,496.03 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: Use Agreement with Prairie City Soccer League (PCSL)

Since 1978, staff has developed a harmonious relationship with the Prairie City Soccer League organization.

The City has provided field use and equipment that have fit the needs of the organization and assisted them in building one of the finest parent run soccer programs in the country. PCSL has grown from 300 recreational athletes to over 3,000 with additional competitive teams being added yearly.

In 1993, PCSL acquired a lease with the Central Illinois Regional Airport (CIRA) to develop a soccer complex enhancing additional needs for their organization. They have worked very hard to construct and maintain that property for thirteen (13) years.

Several years ago, staff began working with PCSL to develop an agreement that would allow the use of the complex to all community sports groups. Staff has worked diligently in the last twelve (12) months to try and finalize the terms in order to be prepared for the 2007 season. Staff has held many meetings with local sports teams and area high schools to put this use agreement together.

PCSL has met with many of the soccer groups to gather their input regarding the needs of their prospective organizations. In the last several months, they have also met with the CIRA, District #87 School Board, and many parents of the PCSL participants.

Staff has negotiated a use agreement that we believe will benefit the citizens of the City. It will allow a more dedicated effort to pull together not only the soccer community but also other sports groups. It allows for the complex to be used by area high school teams, traveling teams, and independent clubs, as well as greatly enhance the availability for large community based tournaments. In summary, staff respectfully recommends that Council approve the use agreement with Prairie City Soccer League and Bloomington Public Schools District 87, and further, that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Dean Kohn
Director Parks and Recreation

Tom Hamilton
City Manager

AGREEMENT

This Agreement is by and between PRAIRIE CITIES SOCCER LEAGUE, INC., an Illinois not for profit corporation, having its principal office in McLean County, Illinois (hereinafter referred to as "PCSL"), the CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation (hereinafter referred to as the "CITY"), and BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 87, McLean County, Illinois, having its principal in Bloomington, Illinois (hereinafter referred to as "DISTRICT 87").

Whereas, PCSL, as Tenant, entered a certain Land Lease with Bloomington-Normal Airport Authority, as Landlord, dated April 8, 2002 (hereinafter referred to as the "Lease"), whereby Tenant leases sixty acres of land known as the Central Illinois Soccer Complex (hereinafter referred to as the "Complex") for soccer use and

Whereas, PCSL desires that the Complex be utilized at capacity to further the sport of soccer within the community; and

Whereas, PCSL further desires assistance in maintaining the Complex and providing additional equipment for soccer participants and spectators; and

Whereas, City desires the use of additional soccer fields for its Parks and Recreation Department and has the ability to maintain the Complex efficiently; and

Whereas, DISTRICT 87 desires the use of additional soccer fields, has the ability to host high school soccer games and has an active booster club that supports soccer; and

Whereas, the parties believe that the joint and cooperative use of the Complex is in the best interests of the community and the sport of soccer.

Now, therefore, in consideration of the mutual promises and covenants herein set forth and subject to the terms and conditions hereof, the parties agree as follows:

1. This Agreement shall commence on November 1, 2006, and shall continue until April 30, 2012. Any party may terminate this Agreement upon written notice provided to the other parties one (1) year in advance of termination. In the event the Lease is terminated, this Agreement shall be terminated.
2. The parties shall comply with the terms of the Lease. PCSL shall remain ultimately responsible to the Bloomington-Normal Airport Authority of McLean County, Illinois, under the terms of the Lease including, but not limited to, the payment of rent but each party shall comply with any reasonable requests made by said Airport Authority.
3. Each party shall have the right to use the Complex for athletic purposes consistent with the terms of the Lease. DISTRICT 87 shall have the first priority to use Complex fields currently known as C1 and C2 for its soccer programs, including but not limited to, its practices, its games and the hosting of games and tournaments that may not involve DISTRICT 87 teams. PCSL shall have priority to use the Complex, except for C1 and C2 when in use by District 87, for the soccer programs it has in place as of the execution of this Agreement, which shall include programs of affiliated soccer clubs/organizations. No party shall construct an improvement at the Complex without the advanced written consent of the other parties hereto, including the Bloomington-Normal Airport Authority. Such consent shall not be unreasonably withheld. No party shall be liable to pay for the construction of any improvement at the Complex unless that party has agreed to make such a payment in writing in advance of construction.

4. The CITY, through its Director of Parks and Recreation, shall schedule the use of the Complex in accordance with a yearly usage plan. The yearly usage plan shall be developed by the parties at a yearly planning meeting to be held each November. All other use of the Complex shall be governed by the CITY's Field Reservation/Allocation and Use Policy and the parties agree to comply with the rules and guidelines set forth in said Policy, except for those areas of the Policy which deal with fees. From time to time, the parties shall jointly make and publish the rules for the use of the Complex.

5. The CITY, at its expense, shall maintain the Complex in a good condition and shall pay all the expenses necessary to operate the Complex.

6. PCSL shall pay to CITY a certain amount per each player that participates in a PCSL program. The amount per player to be paid to CITY by PCSL shall be determined by PCSL and the CITY's Director of Parks and Recreation. The amount to be paid per player shall be based on the enrollment in PCSL's programs, which shall be determined for each playing season in September and April.

7. PCSL shall continue to own its current goals, nets, field equipment, maintenance equipment, buildings and other assets, but shall make said assets available to the other parties for use at the Complex on an as need basis. CITY and DISTRICT 87 shall not be responsible for the ordinary wear and tear of PCSL's assets.

8. DISTRICT 87 may, from time to time, make available its equipment at no charge to the other parties and CITY and PCSL shall not be responsible for the ordinary wear and tear of DISTRICT 87's equipment.

9. Except as expressly set forth in this Agreement, no party hereto shall be responsible for any other party's programs, including, but not limited to its respective employees, independent contractors, activities, participants, volunteers and spectators. The parties hereto shall at all times remain independent of each other. Nothing contained in this Agreement shall be construed as creating an employment, partnership or joint venture relationship between the parties hereto.

10. PCSL shall at all times protect, indemnify and save the CITY and DISTRICT 87 harmless against and from any and all loss, costs, damage or expense arising out of or from any accident or other occurrence associated with PCSL's use of the Complex and/or its programs that causes injury to any person or damage to any property, including, but not limited to, any and all physical or sexual abuse of children participating in PCSL's programs, provided that said injury or damage has not been caused by the act or neglect of the CITY or DISTRICT 87. PCSL shall protect, indemnify and save the CITY and DISTRICT 87 harmless against and from any and all claims, loss, costs, damage or expense arising out of any failure of PCSL in any respect to comply with and perform all of PCSL's obligations hereunder.

11. DISTRICT 87 shall at all times protect, indemnify and save the CITY and PCSL harmless against and from any and all loss, costs, damage or expense arising out of or from any accident or other occurrence associated with DISTRICT 87's use of the Complex and/or its programs that causes injury to any person or damage to any property, including, but not limited to, any and all physical or sexual abuse of children participating in DISTRICT 87's programs, provided that said injury or damage has not been caused by the act or neglect of the CITY or PCSL. DISTRICT 87 shall protect, indemnify and save the CITY and PCSL harmless against and from any and all claims, loss, costs, damage or expense arising out of any failure of DISTRICT 87 in any respect to comply with and perform all of the DISTRICT 87's obligations hereunder.

12. The CITY shall at all times protect, indemnify and save the DISTRICT 87 and PCSL harmless against and from any and all loss, costs, damage or expense arising out of or from any accident or other occurrence associated with the CITY's use and maintenance of the Complex and/or its programs that causes injury to any person or damage to any property, including, but not limited to, any and all physical or sexual abuse of children participating in the CITY's programs, provided that said injury or damage has not been caused by the act or neglect of the DISTRICT 87 or PCSL. The CITY shall protect, indemnify and save DISTRICT 87 and PCSL harmless against and from any and all claims, loss, costs, damage or expense arising out of any failure of the CITY in any respect to comply with and perform all of the CITY's obligations hereunder.

13. The parties hereto shall procure and keep in full force and effect at their respective expense, public liability and property damage insurance with limits of not less than \$5,000,000 for personal injuries to any person or persons arising out of a single accident or incident, and \$500,000 for property damage resulting from one occurrence. Said insurance policy shall provide coverage for claims of physical and/or sexual abuse of children. The other parties hereto shall be an additional named insured in each party's policy. Each party shall furnish the other parties hereto with a copy of its policy and a Certificate of Insurance.

14. Should it become necessary for any party to institute legal proceedings to enforce the provisions of this Agreement, the prevailing party shall, as part of any judgment, have and receive its court costs and reasonable attorney fees.

15. This Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and be governed by the laws of the State of Illinois.

16. This Agreement is the complete and exclusive statement of the agreement and understanding of the parties regarding the subject matter hereof and this Agreement supersedes and merges all prior proposals, agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by an officer of the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This Agreement is binding upon and shall inure to the benefit of the parties, their representatives, successors and assigns.

17. This Agreement is subject to the consent of the Bloomington-Normal Airport Authority pursuant to the terms of the Lease. In the event the Bloomington-Normal Airport Authority does not consent to this Agreement, this Agreement is null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 20th day of September, 2006.

PRAIRIE CITIES SOCCER LEAGUE, INC ("PCSL")

By: Bennett P. Kissel, Its President

CITY OF BLOOMINGTON, ILLINOIS ("CITY")

By: Stephen F. Stockton, Its Mayor

BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 87 ("DISTRICT 87")

By: Janet Smith, Its Board of Education President

Alderman Hanson stated that this agreement had been an ongoing process between the City and PCSL. He considered this a wonderful complex and the agreement was good for all parties involved.

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Use Agreement with Prairie City Soccer League and Bloomington Public Schools District 87 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: Disposition of 801 East Oakland

On or about April 26, 2006, the single family dwelling located at 801 East Oakland Street was severely damaged by fire. Subsequently, the structure was condemned by the Code Enforcement Division. It was determined by the Planning and Code Enforcement that due to the extent of the destruction and the size of the lot, (80' x 50'), the structure could not be reconstructed. It was declared a non-conforming lot of record.

The owners of the property have deeded over the property to the City. In exchange, the Code Enforcement Division will expend Community Development Block Grant (CDBG) funds to demolish the structure.

After reviewing the adjoining properties, it appears that at some point in the past, the lot at 801 East Oakland may have been part of the lot at 602 S. Clayton. The lot size at 602 S. Clayton is 50' x 85'. If the lot area of 801 E. Oakland were added to the lot area of 602 S. Clayton, the combined lot size would be the same as the remainder of the lots in the 600 block of S. Clayton (50' x 145'.)

In order to eliminate a non-conforming lot of record, staff recommends that the lot at 801 E. Oakland be donated to the owner of 602 S. Clayton, Lawrence Holliday. Mr. Holliday has been contacted and is willing to accept the lot at 801 E. Oakland.

Therefore, staff respectfully recommends that Council approve the donation of the lot located at 801 E. Oakland to Lawrence Holliday, owner of 602 S. Clayton, and further that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Mark Huber
Director of PACE

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the lot located at 801 E. Oakland be donated to Lawrence Holliday 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: Renewal of Intergovernmental Agreement between the City and McLean County for Booking Services

For the past several years, pursuant to an Intergovernmental Agreement, the City has transported individuals taken into custody to the McLean County Sheriff's Department for detention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced liability because incarcerated subjects are rarely kept in the City's facility.

The cost of the agreement for one year is \$20,190 (\$1,682.50 per month). The cost for 2006 was \$19,605, with a 3% increase for 2007. The term of the contract is January 1, 2007 to December 31, 2007. This intergovernmental agreement is renewable on a year to year basis and has been budgeted in line item G15110-70990 for contractual services.

Staff respectfully requests that Council approve the Intergovernmental Agreement in the amount of \$20,190 and further that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Roger J. Aikin
Chief of Police

Thomas Hamilton
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons in custody.

2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Twenty Thousand One Hundred Ninety Dollars (\$20,190.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,682.50 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2007 through December 31, 2007. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

Stephen F. Stockton
Mayor, City of Bloomington

Date: 11-14-06

ATTEST:

Tracey Covert, By: Julie Phillips
Deputy City Clerk, City of Bloomington

Date: 11-14-06

Roger J. Aikin
Chief of Police, City of Bloomington

Date: 11-15-06

APPROVED:

Michael Sweeney
Chairman, McLean County Board

Date: 10-17-06

ATTEST:

Peggy Ann Milton
Clerk of McLean County Board

Date: 10-17-06

David G. Owens
Sheriff of McLean County

Date: 10-26-06

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Intergovernmental Agreement with McLean County for Booking Services be approved in the amount of \$20,190, 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 3405 Fox Creek Road for Fox Creek - Scottsdale Road Improvements

The City needs to acquire a portion of the property located at 3405 Fox Creek Road for the Fox Creek-Scottsdale Road Improvement project. This property is composed of three (3) parcels in mixed use. Part of the land is farmed, part of it is used for pasture, and part of it is improved with a single family residence. The City needs to acquire approximately one (1) acre of land to build a new intersection with what will be called Blue Ash Court. There are three (3) mature trees within the area of the take.

Staff entered into negotiations with the property owner and the owner agreed to sell the necessary right of way to the City for \$34,250. The payment includes compensation for the trees as well as the land. The owner also requested a field entrance from the new Fox Creek Road and erosion control devices at points where water will discharge onto the remaining property. Staff has prepared a contract for the purchase on these terms.

Staff respectfully recommends that Council approve the Contract for Sale of Real Estate for part of 3405 Fox Creek Road on the terms provided in the contract. Funds for this acquisition are available in # X40152-72530.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Seller: Commerce Bank, Trustee H-180

Buyer: City of Bloomington

Social Security No. or FEIN

Social Security No. or FEIN

Seller: Commerce Bank, Trustee 11-155

Buyer:

Social Security No. or FEIN

Social Security No. or FEIN

Address: 3405 Fox Creek Road

Address: 109 E. Olive Street

City/State/Zip: Bloomington, IL 61704

City/State/Zip: Bloomington, IL 61701

Attorney/Telephone/Fax: Frank Miles

Attorney/Telephone/Fax: Hannah Eisner

Street, PO Box: 202 N. Center Street

Street, PO Box: 109 E. Olive Street

City/State/Zip: Bloomington, IL 61701

City/State/Zip: Bloomington, IL 61701

Current Mortgage Holder/Loan 4/Address/Telephone

CONTRACT FOR SALE OF REAL ESTATE

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

NOW, THEREFORE, THIS CONTRACT is entered into between Commerce Bank as Trustee under McLean County Land Trust Number H-180, and Commerce Bank, Trustee under McLean County Land Trust Number H-155, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

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

Tract 1: Part of the Southwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian; thence South 00°-51'-13" East, along the East line of said Southwest Quarter of Section 13, 1567.58 feet to a point on the center of a public road, said point also being the true point of beginning; thence South 57°-29'-46" west, along said center of a public road, 443.16 feet; thence North 00°-26'-28" West, along the West line of the land of the Grantor, 85.23 feet to a point on curve on the proposed North right of way line Fox Creek Road; thence Easterly, along said proposed North right of way line, a curve to the right, convex to the North, with a radius of 911.00 feet, and an initial tangent bearing North 41°-28'-18" East, a distance of 192.85 feet to a point of compound curvature; thence Easterly, along said proposed North right of way line, a curve to the right, convex to the North, with a radius of 763.50 feet, a distance of 259.73 feet to the aforesaid East line of the Southwest Quarter of Section 13, thence South 00°-51'-13" East, along said East line of the Southwest Quarter of Section 13 and East line of the land of the Grantor, 93.02 feet to the Point of Beginning, containing 42, 856 square feet (0.984 acres), more or less, of which 9,750 square feet (0.224 acres), more or less, lies within existing right of way by use.

Tract 2: Part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 23 North, Range 1 East, of the Third Principal Meridian, thence North, along the West line of said Southeast Quarter of the Southwest Quarter of Section 13, 235.64 feet (record dimension); thence Northeasterly, along the centerline of the existing public road, 749.18 feet (record dimension) to a point at Station 203+60.87 on proposed centerline Blue Ash Court, said point also being the true Point of Beginning; thence South 57°-17'-19" West, along said centerline of the existing public road and said proposed centerline Blue Ash Court, 60.87 feet; thence North 32°-42'-41" West, 30.00 feet to the proposed North right of way line Blue Ash Court, thence North 57°-17'-19" East, along said proposed North right of way line, thence South 00°-24'-16" East, along the East line of the land of the Grantor, 35.49 feet to the Point of Beginning, containing 2,111 square feet (0.048 acres), more or less.

Tract 3: Part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, thence Westerly, 374.15 feet (record dimension), thence Southerly, 176.73 feet (record dimension); thence Westerly, 240.00 feet (record dimension); thence Southeasterly, 407.58 feet (record dimension) to a rebar monument found on the centerline of existing township road and centerline extended of Blue Ash Court, said monument lying 42.29 feet normal distance northwest of Station 134+29.92 on proposed centerline Fox Creek Road, said monument also being the true Point of Beginning; thence South 57°-17'-19" West, along said centerline of existing township road and said centerline extended of Blue Ash Court, 277.60 feet; thence North 00°-24'-16" West, along the West line of the land of the Grantors, 35.49 feet to the proposed North right of way line; thence North 57°-17'-19" East, along said proposed North right of way line, 149.78 feet; thence South 77°-42'-41" East, along said proposed North right of way line, 41.13 feet; thence North 57°-17'-19" East, along said proposed North right of way line, 80.00 feet; thence South 18°-51'-27" East, along the East line of the land of the Grantors, 0.94 feet to the Point of Beginning, containing 5,300 square feet (0.122 acres), more or less, of which 3,245 square feet (0.074 acres), more or less, lies within existing right of way by use.

~~with improvements, commonly known as located thereon, to Buyer, who agrees to pay \$34,250.00 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 30th day of November, 2006, and on receipt of deed.~~

2. EVIDENCE OF TITLE: ~~Not less than 14 days 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. Owner's 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 30th day of November, 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. Seller shall give Buyer a Temporary Construction Easement across the property shown on the Right of Way Plats Fox Creek Scottsdale Road attached hereto as Exhibits A, B and C, for no additional consideration, which easement shall be given on the terms provided in the form of Temporary Easement attached hereto as Exhibit D.

H. Buyer shall remove the existing road surface, grade and reseed the area shown as existing right of way by use to be vacated on the right of way plat attached hereto as Exhibit E attached hereto and take such steps as are necessary to vacate the right of way in that location. Buyer will convey any part of the right of way area highlighted in yellow on Exhibit E to Seller that Buyer determines is not needed for road or other public utility purposes.

I. Buyer will remove Seller's existing fence and install new "rural type" fence in a location to be agreed upon by the parties following construction of Blue Ash Court.

J. Buyer will construct a thirty foot wide field entrance to Seller's property with tax identification number 20-13-300-030 at the location of Seller's choice to provide access to Fox Creek Road.

K. Buyer will install erosion control devices at the end of the pipe that discharges into the existing waterway on Seller's property with tax identification number 2113-300-030, and at the point where the curb and gutter ends on Blue Ash Court. Any such device shall be constructed in accordance with the specifications contained in the Manual of Practice for the Design of Public Improvement in the City of Bloomington, Illinois, which specifications are attached hereto as Exhibits F and G. In addition and as an obligation that extends beyond the closing, Buyer warrants and guarantees that there shall be no erosion to Seller's abutting property from water discharging from the foregoing described erosion control devices, and if there is damage or erosion, Buyer agrees to repair the damage or erosion at Buyer's expense within 30 days from the date of its occurrence. If the parties cannot agree on whether or not there has been erosion or damage or the method of repair, they agree to defer to the judgment of The Farnsworth Group- whose charges shall be borne by Buyer.

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 Frank Miles, Buyer's 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

Commerce Bank as Trustee
Under Trust #H-180

City of Bloomington, a Municipal
Corporation

Stephen F. Stockton, Mayor
November 14, 2006

Commerce Bank as Trustee
under Trust #H-155

ATTEST:

Tracey Covert, City Clerk, by:
Julie Phillips, Deputy City Clerk
November 14, 2006

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Contract for the Sale of Real Estate 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: Supplemental Motor Fuel Tax (MFT) Resolution for the Improvement of East Washington Street between Clayton Street and Colton Street MFT No. 97-00314-00-RP

On March 12, 2001, Council passed a Resolution appropriating \$1,800,000 in MFT funds to be spent for the construction of East Washington Street from Clayton Street to Colton Street. On September 8, 2003, Council passed a Supplemental Resolution appropriating an additional \$850,000 in MFT funds. On May 8, 2006, Council approved a change order to the contract with Stark Excavating, Inc. to a new maximum of \$3,020,979.10 with \$2,763,087.60 to come from MFT funds.

It is necessary for the Council to adopt a Supplemental Resolution appropriating the necessary funds up to the contract amount. The Supplemental Resolution is in the amount of \$113,087.60. Staff respectfully requests that Council adopt a Supplemental Resolution appropriating an additional \$113,087.60 in MFT funds to be spent for the Construction of East Washington Street from Clayton Street to Colton Street under MFT Section 97-00314-00-RP.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(IDOT RESOLUTION 2006-146 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Purcell 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: An Ordinance amending Chapter 29, Section 86 Nuisance Vehicles, Section 193 Towing after Parking for 24 Hours, Section 194A Authority to Tow and Store Vehicles, Section 195 Release Necessary to Obtain a Towed Vehicle

Staff is proposing amendments to Chapter 29 Motor Vehicles. The amendments will delete from Sections 193 and 194A the separate requirements for the release of towed vehicles and replace it in Section 195. This way the tow officer, staff, and public would not need to search through the code to find the proper procedure and release fee.

Currently a vehicle owner who receives three (3) notices of an impending tow for violating the 24 hour rule within 30 days would fall under the nuisance vehicle ordinance. Staff proposes making changes to Section 86 to include three (3) notices of an impending tow for any violations of Chapter 29 within a twelve (12) month period instead of a 30 day period.

Staff respectfully requests that Council approve the proposed Text Amendments and that the Ordinance be passed.

Respectfully,

Laura Hall
Asst. Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 119

AN ORDINANCE AMENDING CHAPTER 29

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

Section 1. That Chapter 29, Section 86(e) of the Bloomington City Code, 1960, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

(e) Any vehicle having received a written notice of an impending tow for violating any section of Chapter 29, Section 193 ~~“Towing after Parking for 24 Hours”~~, three (3) or more times within ~~30 days~~ twelve (12) months.

Section 2. That Chapter 29, Section 193 of the Bloomington City Code, 1960, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

(a) All members of the City's Police Department are hereby granted authority to authorize the towing removal and storage to a private garage or exterior place of safety of any vehicle left for a period of 24 hours in any on-street or off-street public parking location or in any location in a lot or facility maintained or owned by the City by any City employee or by any person or persons or corporation with which the City has a towing and/or storage agreement, provided that a written notice of the pending towing has been placed on the motor vehicle not less than 24 hours in advance of the towing removal and storage.

~~(b) Any vehicle owner who has a second vehicle towed for a violation of this section whether the same vehicle or another vehicle owned by him or her, shall pay a release fee of \$100.00 increasing by \$100.00 for every subsequent vehicle towed not to exceed \$1,000.00.~~

Section 3. That Chapter 29, Section 194A of the Bloomington City Code, 1960, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

(1) All members of the Bloomington Police Department are hereby granted authority to authorize the towing removal and storage by any person or persons or corporation with which the City has a towing and/or storage agreement of any vehicle from a street or highway to the storage facility under any of the following circumstances:

- (a) When any vehicle is left unattended upon any bridge, viaduct or causeway or in any tube or tunnel where such vehicle constitutes an obstruction to traffic.
- (b) When a vehicle upon a street or highway is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its removal.

- (c) When any vehicle is left unattended upon a street and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic or is left unattended for over 24 hours.
- (d) When any vehicle is a nuisance as defined by Section 86 of this chapter.

~~(2) Release of Vehicle.~~

- ~~(a) For a first offense a fee of \$10.00 must be paid in order to release the vehicle. For a second offense the release fee increases to \$100.00 and increases by \$100.00 for each subsequent offense for a maximum of \$1,000.00; and~~
- ~~(b) Proof of insurance must be provided.~~

Section 4. That Chapter 29, Section 195 of the Bloomington City Code, 1960, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

~~To obtain a vehicle which has been towed pursuant to any provisions of the Bloomington City Code, the owner or the person having the right to possession of the vehicle must first obtain a Release from the Bloomington Police Department. A Release may be obtained by showing proof of ownership or proof of the right to possession of the vehicle and except as provided in Section 193(b) and Section 194A of this Chapter, paying a \$10.00 fee therefore, plus any amounts which are required to be paid pursuant to Chapter 29, Section 194B of the City Code. After a person has obtained a Release, the person may take it to the storage facility during regular business hours and provide it to the owner or manager thereof to obtain the vehicle. After all costs of the towing removal and storage have been paid, unless they have already been paid at the Police Station, the vehicle may be obtained from the storage facility. All such removal and storage costs must be paid by the owner of the vehicle or the person having the right to possession of the vehicle and if they are not so paid within a reasonable time, they may be paid by the sale of the vehicle in accordance with existing law.~~

1. To obtain a vehicle which has been towed pursuant to any provisions of the Bloomington City Code, the owner or the person having the right to possession of the vehicle must first obtain a Release from the Bloomington Police Department.

2. A Release may be obtained by showing proof of ownership or proof of the right to possession of the vehicle.

3. A Release Fee of \$10.00 must be paid plus any amounts which are required to be paid pursuant to Chapter 29, Section 194B - Vehicle Seizure and Impoundment of the City Code.

4. Any vehicle owner who has a second vehicle towed for a violation of Section 194A - Authority to Tow and Store Vehicles, whether the same vehicle or another vehicle owned by him or her, shall pay a release fee of \$100.00 increasing by \$100.00 for every subsequent vehicle towed not to exceed \$1,000.00 and proof of insurance must be provided.

5. Any vehicle owner who has a second vehicle towed for a violation of Section 193- Towing After Parking for 24 Hours, whether the same vehicle or another vehicle owned by him or her, shall pay a release fee of \$100.00 increasing by \$100.00 for every subsequent vehicle towed not to exceed \$1,000.00 and proof of insurance must be provided.

6. After a person has obtained a Release, the person may take it to the storage facility during regular business hours and provide it to the owner or manager thereof to obtain the vehicle. After all costs of the towing removal and storage have been paid, unless they have already been paid at the Police Station, the vehicle may be obtained from the storage facility. All such removal and storage costs must be paid by the owner of the vehicle or the person having the right to possession of the vehicle and if they are not so paid within a reasonable time, they may be paid by the sale of the vehicle in accordance with existing law.

Section 5. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section 6. The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section 7. This ordinance shall be effective as of the date of its passage and approval.

Section 8. This ordinance is passed and approved pursuant to the authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 13th day of November, 2006

APPROVED this 14th day of November, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Text Amendment be approved and the Ordinance passed.

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

Ayes: Aldermen 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 Lots 6 and 7, Block 2 of Camp Kickapoo from Rose Ann Petit to William R. Masters and Mary E. Masters

Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lots 6 and 7, Block 2 of Camp Kickapoo from Rose Ann Petit et. al. to William R. Masters and Mary E. Masters. Staff has further reviewed the septic system inspection report. The septic system is thirteen (13) years old and has several deficiencies with the current code for surface discharging septic systems. The City will require that these deficiencies be corrected by December 31, 2006 as conditions of this lease transfer. The deficiencies to be corrected, as noted in the McLean County Health Department deficiency letter of October 25, 2006, are:

1. The current pump in the lift station is inoperable and must be repaired or replaced.
2. The lift station must have a second pump installed or the chamber enlarged to accommodate 1.5 times the daily flow.
3. The flow restriction through the chlorinator must be corrected.
4. The second septic tank outlet baffle must be repaired.
5. The septic tank access ports should be raised so that the maximum soil cover is 12 inches from ground surface, to allow for tank maintenance.

Since this system has been unused for some time and the lift pump on the outlet side of the sand filter was inoperable at the time of the inspection, it is impossible to determine the true operating condition of the system. Therefore, another septic system inspection will be required no later than six (6) months after the above-noted deficiencies have been corrected, with that report submitted to the McLean County Health Department.

Staff will monitor the progress of these repairs/upgrades. Provided that the repairs/upgrades are made by December 31, 2006 and the second septic system inspection completed within six (6) months after the repairs have been made, staff will close the file on this transfer. If the repairs/upgrades and the inspection are not made by the above noted dates, staff will return to Council for further action.

Staff respectfully requests that Council approve the Lake Bloomington Lease Transfer for Lots 6 and 7, Block 2 in Camp Kickapoo from Rose Ann Petit to William R. Masters and Mary E. Masters contingent upon the noted repairs/upgrades being made by December 31, 2006.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Lake Lease be approved contingent upon the noted repairs/upgrades being made by December 31, 2006, 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 ARK VI, LLC., requesting Annexation of approximately 24.47 acres of vacant land and rezoning to S-2, Public Lands and Institutions District and R-2 Mixed Residence District (a/k/a part of the Villas at Eagle View South Subdivision) commonly located south of Eagle View Subdivision and the Church of the Nazarene; east of Towanda Barnes Road, and north of Road 1500 N (extension of G. E. Road east of Towanda Barnes Road) (east of Ward # 3)

BACKGROUND INFORMATION:

On October 24, 2005, Council approved an Annexation Agreement (Case Z-18-05) for the 102.16 acre tract that was to be known as the Eagle View South Subdivision. Now ARK VI, LLC, the contract buyer, wishes to Annex and Rezone three (3) parcels, consistent with the terms of this Annexation Agreement:

- Parcel 1 - a 12.275 acre site for a City park (to be zoned S-2 Public Lands and Institutions District);
- Parcel 2 - a 11.458 acre site for town homes, a/k/a part of the Villas at Eagle View South Subdivision (to be zoned R-2 Mixed Residence District); and
- Parcel 3 - 0.735 acre portion of Towanda Barnes public right of way not previously annexed (to be zoned R-2 Mixed Residence District)

The property in question is contiguous to the City's corporate limits, and all required public hearings on the Annexation Agreement were held on September 28, 2005; October 12, 2005, and October 24, 2005.

STAFF RECOMMENDATION:

Staff respectfully recommends that Council approve this petition and that the Ordinance be passed consistent with the Annexation Agreement in Case Z-18-05.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

**PETITION FOR ANNEXATION AND REZONING TO THE CITY OF
BLOOMINGTON, McLEAN COUNTY, ILLINOIS**

State of Illinois)
)ss:
County of McLean)

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

NOW COME ARK VI, LLC., an Illinois limited liability Company hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the contract buyer of the premises legally described in Exhibit A attached hereto and made a part hereof.
2. That said premises presently has a zoning classification of Agriculture under the provisions of the McLean County Zoning Ordinance.
3. That your petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois annex said property to the City.
4. That the premises which is described above is contiguous to the City of Bloomington.
5. That the premises upon annexation should be zoned as follows: Parcel 1 to S-2 Public Lands and Institutions District, Parcel 2 to R-2 Mixed Residence District and Parcel 3 to R2 Mixed Residence District.

WHEREFORE, your petitioner respectfully prays that said premises be annexed to the City of Bloomington, McLean County, Illinois.

Respectfully submitted:

ARK VI, LLC

By: Mercer Turner, Its Attorney

ORDINANCE NO. 2006 - 120

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

WHEREAS, there has heretofore been entered into a certain Annexation Agreement between the City of Bloomington and ARK VI, LLC, an Illinois limited liability company, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

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

WHEREAS, the City Council of the City of Bloomington has determined that said premises are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the State of Illinois, and that the Owner has given all notices required to be given by 65 ILCS 5/7-1-1; and

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

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

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

SECTION TWO: That the property hereinabove described is by this Ordinance hereby be rezoned and annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.

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

SECTION FOUR: The Exhibit B premises be hereby zoned as follows under Chapter 44 of the Bloomington City Code, to-wit: Parcel 1 to S-2 Public Lands and Institutions District, Parcel 2 to R-2 Mixed Residence District and Parcel 3 to R-2 Mixed Residence District.

SECTION FIVE: That this Ordinance shall be in full force from the date of s passage.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
by: Julie Phillips, Deputy City Clerk

EXHIBIT A ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Bloomington, McLean County, Illinois, herein referred to as "CITY," ARK VI, L.L.C. an Illinois Limited Liability Corporation, herein referred to as "OWNER A" and Kraft Farms, L.L.C. an Illinois Limited Liability Corporation herein collectively referred to as "OWNER B"

WHEREAS, OWNER B is the record owner in fee simple of the real estate which is legally described in Exhibit A and Exhibit B hereto.

WHEREAS, OWNER A is the contract buyer of the real estate described in Exhibit B hereto.

WHEREAS, OWNERS are desirous of having the PREMISES (both Exhibits A and B) annexed to the CITY and the CITY is desirous of annexing said property;

WHEREAS, the OWNERS and CITY are desirous of having the PREMISES zoned into the R-1C High Density Single-Family Residence District, B-1 Highway Business District, S-2 Public Lands and Institutions District, and R-2 Mixed Residence District.

THEREFORE, IT IS AGREED BY THE CITY AND OWNERS AS FOLLOWS:

1. Upon the submission of a properly executed Petition or Petitions to Annex, the CITY agrees to annex the PREMISES or any portion thereof contiguous to the CITY in one or more installments.

2. Upon submission of a properly executed Petition to Rezone, the CITY shall zone the PREMISES as follows: up to 35.18 acres to the R-1C High Density Single Family Residential District.; up to 11.9 acres to the R-2 Mixed Residence District, up to 13.2 acres to the S-2 Public Lands and Institutions District and the balance of the premises to the B-1 highway Business District. That portion of the premises that is within the 60 LAN airport noise contour shall be zoned into the S-3 airport noise impact district as an overlay zone.

OWNER A may develop approximately 11.9 acres of the R-2 Mixed Residence District parcel into a cluster subdivision under the bulk regulations for single family attached housing.

3. The OWNER agrees that upon the annexation of the PREMISES to the CITY, the OWNERS shall petition for annexation of the PREMISES to the Bloomington-Normal Airport Authority District and the Bloomington-Normal Water Reclamation District.

4. OWNER agrees to submit a preliminary subdivision or plans in substantial conformity with Exhibit C, which is attached hereto and made a part hereof. The CITY agrees to approve one or more preliminary subdivision plans for the intended subdivision of the PREMISES, with said subdivision to be known as the Eagle Yew South Subdivision or some other name mutually agreeable to the parties hereto, which shall be developed in phases Each phase may have a separate subdivision name. The initial preliminary subdivision plans will be submitted to the CITY in substantial compliance with the CITY'S Subdivision Code as it exists on the date of the initial filing of this Agreement with the City Clerk. Each initial preliminary plan shall be effective for up to three years in compliance with the CITY'S Subdivision Code. The CITY agrees to approve the final subdivision plats of each phase of a preliminary plan provided they are in substantial compliance with the approved preliminary plan and this Agreement. Should OWNERS request a major amendment in the preliminary plan, the applicable Subdivision Code of the CITY shall be the one in existence on the date the major amendment is requested and shall only apply to the area affected by the amendment.

5. The CITY shall allow the OWNERS to construct up to ten model homes on the PREMISES for presentation and sale purposes. The location of the model homes may change from time to time and place to place as the OWNERS may desire and as the development or sales occur within the proposed subdivision. A model home may not be constructed unless the lot is pinned, water and sanitary sewer mains are extended to the lot, access to it is provided for by a compacted gravel or other hard surface and a grading plan for the lot has been accepted by the CITY'S staff Notwithstanding the foregoing, no conveyance of title or certificate of occupancy for any model home shall take place until a final subdivision plat is of record for the real estate on which said model home is located and until access is available from a paved street.

6. This Agreement shall be enforceable for a period of 20 years from the date of the passage of the annexation ordinance contemplated by this Agreement. This Agreement is binding upon the parties hereto, and their heirs, successors, and assigns.

7. The OWNERS agree to make provisions in the development of the PREMISES so that storm water shall not be permitted to drain from the PREMISES other than in compliance with the design and construction standards for storm sewers, drainage ways, and storm detention/retention facilities, as provided by the CITY'S Code and Regulations. Both wet bottom storm water detention facilities, after completion, shall be owned and maintained by the property owner or association or a homeowners' association. A portion of the storm water detention is already provided in the Eagle View Subdivision .

8. The OWNERS shall have the right to construct landscaped berms on the PREMISES. The OWNERS may construct development or subdivision identification signs in any boulevard entrance or landscaped berms. The OWNERS shall be allowed to locate an entrance sign within a boulevard entrance.

The entrance sign location shall be subject to approval by the Director of Engineering for the CITY, and the OWNERS shall provide a hold harmless agreement to the CITY indemnifying the CITY from any liability for damages to said entrance sign.

9. The OWNER A shall cant, the park land dedication requirements by making a dedication of the real estate as depicted on Exhibit C hereto.

10. The OWNERS shall construct the water mains for the PREMISES in accordance with City Code within the proposed subdivision. CITY shall pay the reasonable cost for any water main over sizing it may request. The OWNERS shall construct sanitary sewers in accordance with City Code within the proposed subdivision.

11. The OWNERS shall have aware- main tap on fee payment of \$25.00 per front foot of frontage for the water main along Towanda - Barnes Road.

12. The OWNERS shall dedicate Right of Way for Towanda Barnes Road. The land to be dedicated shall be the land previously dedicated for public road purposes by Document No. 82-3818.

13. The OWNERS shall obtain all permits required by the McLean County Highway Department for street access and utility access under Towanda Barnes Road.

14. The CITY shall trade the OWNERS the north 200 &et of Outlot 507 of Eagle View Estates Subdivision for an equal area to the south in the proposed park.

15. The OWNERS shall dedicate park land hi accordance with the City municipal code. The City shall reimburse the OWNERS for any additional park land requested by the CITY at the rate of \$30,000.00 per acre.

16. The OWNERS shall have adjacent substandard street improvement obligations for G.E. Road in compliance with the CITY'S Subdivision Code. The interior roads shall be constructed by OWNER A for the real estate described in Exhibit B which shall provide access to the proposed city park. The CITY agrees to reimburse OWNER A 1/2 of the cost of the road which is adjacent to the proposed city park.

This agreement is made on the dates indicated below.

Date: December 21, 2005

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Date: December 21, 2005

ARK VI, LLC

By: Victor E. Armstrong
Its Member

Date: December 7, 2005

Kraft Farms, LLC

By: Daniel J. Green
Its Member

EXHIBIT A
DESCRIPTION OF PROPERTY
Eagle View South
(East Portion)

A part of Lot 4 in Barnes Subdivision of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian per plat recorded in Plat Book 6, Page 3, McLean County, Illinois, a part of the former Right-of-Way of the Illinois Central Gulf Railroad Company's Abandoned Bloomington District in the South Half of the Southwest Quarter of said Section 29, and a part of the Original Town of Barnes in the Southwest Quarter of said Section 29, described as follows: Beginning at the Intersection of the North Line of the 12-foot wide Alley Right-of-Way in said Original Town with the Northerly Extension of the East Line of Lot 13 in said Original Town. From said Point of Beginning, thence north along said Northerly Extension to a point lying 925 feet normally distant south of the North Line of said Lot 4; thence east along a line which is parallel with said North Line to the East Line of said Lot 4; thence south along said East Line to the South Line of the North 150 Feet of the South 183 Feet of the South Half of said Southwest Quarter; thence west along said South Line, being a line 33 feet normally distant north of and parallel with the South Line of the South Half of said Southwest Quarter to the East Line of the West 965 Feet of the South Half of said Southwest Quarter; thence north along said East Line to the South Right-of-Way Line of Main Street in said Original Town of Barnes; thence east along said South Right-of-Way Line to the Southerly Extension of the West Line of Lot 20 in said Original Town; thence north along said Southerly Extension and said West Line and the Northerly Extension of said West Line to the North Line of said 12-foot wide Alley Right-of-Way in said Original Town; thence west along said North Line to the Point of Beginning, containing 36.55 acres, more or less.

Note:

Included within the foregoing property description are portions of the 12- foot wide Alley right-of-way, the 40-foot wide Main Street Right-of-Way and all of the 37.50-foot wide East Street Right-of-Way in the Original Town of Barnes. Said Alley and said Streets apparently have not been vacated.

EXHIBIT B
Description of Property
Eagle View South
(West Portion)

A part of Lot 4 in Barnes Subdivision of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian per plat recorded in Plat Book 6, page 3, McLean County, Illinois, and a part of the Original Town of Barnes in the Southwest Quarter of said Section 29, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Lot 4. From said Point of Beginning, thence east along the North Line of said Lot 4 to the Northeast Corner thereof; thence south along the East Line of said Lot 4 to a point lying 925 feet normally distant south of the North Line of said Lot 4; thence west along a line parallel with said North Line to the Northerly Extension of the East Line of Lot 13 in said Original Town of Barnes; thence south along said Northerly Extension and said East Line to the Southeast Corner of said Lot 13, said Southeast Corner being on the North Right-of-Way Line of Main Street in said Original Town of Barnes; thence west along said North Right-of-Way Line to the Southwest Corner of Lot 1 in said Original Town, said Corner being on the East Right-of-Way Line of West Street in said Original Town and also the East Right-of-Way Line of Towanda Barnes Road (County Highway 29) lying 33 feet east of the West Line of said Lot 4; thence north along said East Right-of-Way Line, being the West Line of said Lot 1 and the Northerly Extension thereof, to the North Line of the 12 foot wide Alley Right-of-Way in said Original Town; thence west along the Westerly Extension of said North Line to the West Line of said Lot 4; thence north along said West Line which is also the West Line of the Southwest Quarter of said Section 29 to the Point of Beginning, containing 65.61 acres, more or less.

Note:

Included within the foregoing property description are portions of the 12 foot wide alley right-of-way and the 50 foot wide Center Street right-of-way in the Original Town of Barnes. Also included is that portion of Towanda Barnes Road right-of-way dedicated as an easement for public road purposes according to Document No. 82-3818 which lies north of the Westerly Extension of the North Line of said 12 foot wide alley right-of-way. Said alley and said Center Street apparently have not been vacated.

PIN 15-29-301-003

(EAGLE VIEW SOUTH SUBDIVISION REZONING MAP ON FILE IN CLERK'S OFFICE)

EXHIBIT B

PARCEL 1:

All that part of the North 925 feet of even width of Lot 4 in Barnes Subdivision of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian, per Plat recorded in Plat Book 6, Page 3. McLean County, Illinois, which lies east of the Easterly Line of a Tract of Land conveyed to ARK VI, LLC by Deed recorded as Document No. 2006-2373 in the McLean County Recorder's Office.

PARCEL 2:

A. part of Lot 4 in Barnes Subdivision of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian, per Plat recorded in Plat Book 6, Page 3, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of a Tract of Land conveyed to ARK VI, LLC by Deed recorded as Document No. 2006-2373 in the McLean County Recorder's Office, said Southwest Corner being a point on the West Line of said Lot 4 lying 940.34 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south 677.67 feet along the West Line of said Lot 4, said West Line also being the West Line of the Southwest Quarter of said Section 29; thence east 471.68 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 81.87 feet along a line which is parallel with the West Line of said Lot 4 and which forms an angle to the right of 90°-00'-00" with the last described course; thence east 335.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence north 574.71 feet along a line which is parallel with the West Line of said Lot 4 and which forms an angle to the right of 90°-00'-00" with the last described course to a point on the South Line of said Tract recorded as Document No. 2006-2373, lying 806.97 feet east of the Point of Beginning; thence west 806.97 feet along said South Line which forms an angle to the right of 91°-29'-50" with the last described course to the Point of Beginning, excepting therefrom any portions thereof previously annexed.

Parcel 3:

All that portion of Towanda Barnes Road Right of Way lying west of and adjacent to said Parcel 2, which has not been previously annexed.

PIN part of 15-29-301-003

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Annexation and Rezoning 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: Petition submitted by the Wesley United Methodist Church requesting rezoning of property located in the block bounded by East Washington Street, East Front Street, North McLean Street and North Evans Street from R-3B, High Density Multiple Family Residence District to S-2, Public Lands and Institutions District. (Ward # 6) (Case Z-19-06)

BACKGROUND INFORMATION:

Adjacent Zoning

north: B-3, Central Business District
south: R-2, Mixed Residence District
& R-3B, Medium Density Multiple Family Residence District
east: R-3B, same as above
west: B-3, same as above

Adjacent Land Uses

north: business & religious uses
south: single & multiple family dwellings
east: single & multiple family dwellings
west: bank

Comprehensive Plan recommends: “Government/Institutional” use for this property.

The Wesley United Methodist Church currently owns this 1.98 acre church and church parking lot site at 502 East Front Street, including the vacated east-west alley between North McLean Street and North Evans Street. The Church is requesting a Zoning Map Amendment to rezone all their property in this block to the S-2, Public Lands and Institutions District, which is consistent with the City’s Comprehensive Plan. Churches are classified as Special Uses in the Residence Districts, and as permitted uses in the S-2 District.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission held a public hearing on this petition on October 25, 2006 recommends the same. The following persons were present to speak in favor of this petition at this hearing:

- Mr. Frank Miles, Attorney at Law, 202 N. Center Street
- Mr. Greg Yount, 26 Bay Point

Chairperson Cain requested that Mr. Yount, a trustee of Wesley United Methodist Church, explain the intended future use of this property. Mr. Yount replied that the Church just finished a building renovation project and currently has no other specific plans for this property. There will be some landscaping and the lot will be used for parking. No other persons testified at this public hearing.

PLANNING COMMISSION RECOMMENDATION:

After giving consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 6 to 0, to recommend Council approval of this petition in Case Z-9-06 , as presented.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this petition.

Respectfully submitted,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Wesley United Methodist Church, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioners are the owners 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, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of R-3 B, High Density Multiple Family under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S-2 Public Lands and Institutions zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R-3B High Density Multiple Family to S2 Public Lands and Institutions.

Respectfully submitted,

Wesley United Methodist Church

By: Gregory Yount, As Chairman of Board
of Trustees

ORDINANCE NO. 2006 - 121

**AN ORDINANCE REZONING CERTAIN PROPERTY IN BLOOMINGTON, ILLINOIS
FROM R-3B HIGH DENSITY MULTIPLE FAMILY TO S-2 PUBLIC LANDS AND
INSTITUTIONS**

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

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

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

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

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

PASSED this 13th day of November, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
by: Julie Phillips, Deputy City Clerk

EXHIBIT A

Lots 1 through 12 in Block 5 in Evans Addition to the City of Bloomington, including the vacated alley running east and west through the block separating the north half of the block from the south half of the block.

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Rezoning be approved and the Ordinance passed.

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

Ayes: Aldermen 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 McLean Commercial Corporation for Approval of an Easement Vacation Plat for Lot 29 in Commerce Park Subdivision, 10th Addition

A Petition has been received from McLean Commercial Corporation for approval of an Easement Vacation Plat for Lot 29 in Commerce Park Subdivision, 10th Addition. The request is to vacate the existing utility easement on the north five (5) feet of Lot 29, except the west seven and half (7.5) feet and the east ten (10) feet. All relevant private utility companies have reviewed the plat and granted their approval of the easement vacation. Staff has also reviewed the plat and finds no conflict with the existing or proposed public utilities and drainage ways.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Easement Vacation Plat for Lot 29 of Commerce Park Subdivision, 10th Addition.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 125

**AN ORDINANCE PROVIDING FOR THE EASEMENT VACATION PLAT,
LOT 29 OF THE COMMERCE PARK SUBDIVISION, TENTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for approval of the Easement Vacation Plat, Lot 29 of the Commerce Park Subdivision, Tenth Addition legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said petition requests the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code – 1960, as amended:

All terms and conditions pursuant to Annexation Agreement dated June 13, 1988, approved September 9, 1988, between McLean Commercial Corporation and the City of Bloomington.

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

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

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

1. That the Easement Vacation Plat of the Commerce Park Subdivision, Lot 29, Tenth 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 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

EXHIBIT A

Lot 29 in Commerce Park Subdivision 10th Addition and a part of the N ½ of Section 15, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Lot 31 in Commerce Park Subdivision 24th Addition; thence N. 86°-16'-44' E. 197.90 feet on the south right of way line of Currency Drive as dedicated in Commerce Park Subdivision 12th Addition and Commerce Park Subdivision 13th Addition to the west right of way line of Commerce Park Subdivision as dedicated in Commerce Park Subdivision; thence S.06°-23'-35' E. 45.05 feet on said west right of way line of Commerce Parkway; thence S.03°-43'-16' E. 200.00 feet to the southeast corner of said Lot 29; thence N.03-43'-16' W. 245.00 feet to the Point of Beginning, containing 1.12 acres, more or less, with assumed bearings given for description purposes only.

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

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

Ayes: Aldermen 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 Fox Ridge Partnership, LLC, an Illinois Limited Liability Company, Requesting Ordinance No. 2006 - 86 be Rescinded and a New Ordinance be Passed Approving the Amended Final Plat for Fox Lake Subdivision, 5th Addition

On August 14, 2006, Council approved Ordinance 2006 - 86 approving the Final Plat for Fox Lake Subdivision, 5th Addition.

A Petition has been submitted by Fox Ridge Partnership, LLC requesting Ordinance No. 2006 - 86 be rescinded and a new ordinance be passed approving the Amended Final Plat for Fox Lake Subdivision, 5th Addition. This subdivision is located south of Fox Creek Road and West of Danbury Drive.

Staff reviewed the amended Final Plat and finds it in conformance with the provisions of the Preliminary Plan. The Amended Plat eliminates one lot reducing the total number of lots from 17 to 16.

In accordance with the Annexation Agreement dated October 5, 1998, tap on fees and a performance bond for the public improvements are due for this subdivision.

Staff respectfully recommends that Council approve the Petition, rescind Ordinance No. 2006 - 86, and adopt an Ordinance approving the amended Final Plat for Fox Lake Subdivision, 5th Addition subject to the Petitioner paying the required tap on fees and performance bond prior to recording of the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes FOX RIDGE LLC, an Illinois limited liability company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That Ordinance No. 2006-86 approving the original Final Plat of Fox Lake Subdivision Fifth Addition be rescinded. The Ordinance approved Lot numbers 42, 51 through 59, and 62 through 67.
2. That your Petition is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by reference;
3. That your petitioner seeks approval of the amended Final Plat for the subdivision known and described as Fox Lake Subdivision, Fifth Addition, Bloomington, Illinois, which amended Final Plat is attached hereto and made a part hereof. The amended Final Plat eliminates Lot 60 of the original Final Plat and, as amended, includes Lot numbers 42, 51 through 59, and 62 through 67.
4. That the amended Final Plat substantially conforms to the Preliminary Plan of said Subdivision heretofore approved by the City Council.
5. That your Petitioner hereby dedicates to the public all public rights of way and easements shown on said Final Plat.

Respectfully submitted,

Fox Ridge, LLC, an Illinois limited liability Company,

By: Hundman Management Company, LLC, Its Manager

By: Laurence F. Hundman, Chairman

ORDINANCE NO. 2006 - 123

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
OF FOX LAKE SUBDIVISION FIFTH ADDITION**

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

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

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

1. That Ordinance No. 2006-86 is hereby rescinded.
2. That the amended Final Plat of Fox Lake Subdivision Fifth Addition Subdivision is hereby approved.
3. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

EXHIBIT A

A part of Lots 16 and 17 in Scogin's Subdivision in the SW ¼ of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 41 in Fox Lake Subdivision Fourth Addition on the south line of Lot 17 in Scogin's Subdivision; thence N.01°-39'-44"W. 109.60 feet to the northeast corner of said Lot 41 on the south right of way line of Steppe Lane; thence northeasterly on said south right of way line 12.37 feet on a non-tangential curve concave to the northwest having a central angle of 10°-07'-24", a radius of 70.00 feet and chord of 12.35 feet bearing N.62°-23'-49"E. from the last described course; thence N.88°-20'-16"E. 1.36 feet on said south right of way line; thence N.01°-39'-44"W. 60.00 feet to the north right of way line of Steppe Lane on the south line of Lot 43 in Fox Lake Subdivision Fourth Addition; thence N.88°-20'-18"E. 77.59 feet to the southeast corner of said Lot 43 thence N.00°-59'-06"W. 436.08 feet on the east line of Fox Lake Subdivision Fourth Addition and the northerly extension thereof to the southwest corner of Lot 50 in said Fox Lake Subdivision First Addition; thence N.89°-00'-54"E. 175.00 feet on the south line of said Lot 50 and the easterly extension thereof to the east right of way line of Stelt Drive; thence N.00°-59'-06"W. 0.52 feet on said east right of way line to the southwest corner of Lot 68 in said Fox Lake Subdivision First Addition; thence N.89°-00'-54"E. 115.00 feet to the southeast corner of said Lot 68; thence S.00°-59'-06"E. 431.71 feet; thence southwesterly 53.38 feet on a non-tangential curve concave to the northwest having a central angle of 03°-09'-11", a radius of 970.00 feet and a chord of 53.37 feet bearing S.86°-45'-41"W. from the last described course; thence S.01°-39'-44"E. 60.00 feet; thence northeasterly 7.62 feet on a non-tangential curve concave to the northwest having a central angle of 00°-25'-27", a radius of 1030.00 feet and a chord of 7.62 feet bearing N.88°-07'-33"E. from the last described course; thence S.02°-05'-11"E. 115.03 feet to the south line of Lot 17 in Scogin's Subdivision; thence S.88°-20'-16"W. 335.22 feet on the south line of said Lot 17 to the Point of Beginning containing 4.21 acres, more or less, with assumed bearings given for description purposes only.

Parcel No. 21-18-327-005

Motion by Alderman Finnegan, seconded by Alderman Purcell that Ordinance No. 2006-86 be rescinded, the amended Final Plat 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: Petition from Harvest Developers, Inc. Requesting Approval of a Final Plat for the Harvest Pointe Commercial Subdivision

A petition has been received from Harvest Developers, Inc. requesting approval of a Final Plat for the Harvest Pointe Commercial Subdivision. This subdivision is located north of IL Route 9, and east of Towanda Barnes Road. The Final Plat is in conformance with the Preliminary Plan approved on January 23, 2006. There are fees required from this subdivision prior to recording the final plat.

As all items are in order, staff respectfully recommends that Council accept the petition and pass an Ordinance approving the Final Plat for Harvest Pointe Commercial Subdivision, subject to the Petitioner paying the necessary fees prior to recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 124

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
HARVEST POINTE COMMERCIAL SUBDIVISION**

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

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

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

1. That the Final Plat of the Harvest Pointe Commercial Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

EXHIBIT A

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Harvest Pointe Boulevard in Harvest Pointe Subdivision in the City of Bloomington, Illinois, said Corner being on the North Right of Way Line of Illinois Route 9 (Route F.A.P. 693), according to the Deed recorded as Document No. 95-5263 in the McLean County Recorder's Office. From said Point of Beginning, thence north 141.66 feet along the East Right of Way Line of said Boulevard; thence east 3.50 feet along said Right of Way Line which forms an angle to the left of 90°-00'-00" with the last described course; thence north 60.00 feet along said Right of Way Line which forms an angle to the left of 270°-00'-00" with the last described course; thence east 146.50 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence south 205.54 feet along a line which is parallel with said East Right of Way Line and which forms an angle to the left of 90°-00'-00" with the last described course to a point on said North Right of Way Line of Illinois Route 9 lying 150.05 feet east of the Point of Beginning; thence west 150.05 feet along said North Right of Way Line which forms an angle to the left of 88°-31'-10" with the last described course to the Point of Beginning, containing 0.696 acre, more or less.

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

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

Ayes: Aldermen 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 McLean Commercial Corporation, Requesting Approval of a Final Plat for Commerce Park 26th Addition

A petition has been received from McLean Commercial Corporation, requesting approval of a Final Plat for Commerce Park Subdivision 26th Addition. This subdivision is located south of Veterans Parkway, and west of Morrissey Drive. The Final Plat is in conformance with the Preliminary Plan approved on July 10, 1989. There are fees due prior to recording the plat.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Commerce Park Subdivision 26th Addition, subject to the Petitioner paying the tap on fees before recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes McLean Commercial Corporation, an Illinois corporation, hereinafter referred to as your petitioner(s), 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; and
2. That your petitioner seeks approval for the Easement Vacation Plat for Lot 29 for the subdivision known and described as Commerce Park Subdivision, Tenth Addition which Final Plat is attached hereto and made a part hereof; and
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; and
4. That the Final Plat substantially conforms to the Preliminary Plan of said subdivision heretofore approved by the City Council; and
5. Corn Belt Energy, Insight Communications, Illinois Power, Verizon North, Inc. and Nicor Gas have all consented in writing to the vacation of the easement.

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

Respectfully submitted,

McLean Commercial Corporation,
an Illinois corporation,

By: Laurence Hundman,
It's President

ORDINANCE NO. 2006 - 122

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
COMMERCE PARK SUBDIVISION, TWENTY-SIXTH ADDITION**

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

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: All terms and conditions pursuant to Annexation Agreement dated June 13, 1988, approved September 9, 1988, between McLean Commercial Corporation and the City of Bloomington; and

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

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

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

1. That the Final Plat of the Commerce Park Subdivision, Twenty-Sixth Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
by: Julie Phillips, Deputy City Clerk

EXHIBIT A

Lot 29 in Commerce Park Subdivision 10th Addition and a part of the N ½ of Section 15, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Lot 31 in Commerce Park Subdivision 24th Addition; thence N. 86°-16'-44' E. 197.90 feet on the south right of way line of Currency Drive as dedicated in Commerce Park Subdivision 12th Addition and Commerce Park Subdivision 13th Addition to the west right of way line of Commerce Park Subdivision as dedicated in Commerce Park Subdivision; thence S.06°-23'-35' E. 45.05 feet on said west right of way line of Commerce Parkway; thence S.03°-43'-16' E. 200.00 feet to the southeast corner of said Lot 29; thence N.03°-43'-16' W. 245.00 feet to the Point of Beginning, containing 1.12 acres, more or less, with assumed bearings given for description purposes only.

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

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

Ayes: Aldermen 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 Gaelic Place West, LLC, Requesting Approval of a Final Plat for Gaelic Place West Subdivision, 1st Addition

A petition has been received from Gaelic Place West, LLC, requesting approval of a Final Plat for Gaelic Place West Subdivision, 1st Addition. This 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 Final Plat is in conformance with the Preliminary Plan approved on September 27, 2004. There are fees due from this subdivision.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Gaelic Place West Subdivision, 1st Addition, subject to Petitioner posting the necessary performance bond and paying the tap on fees before recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes Gaelic Place West, LLC hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as First Addition to Gaelic Place West Subdivision, which Final Plat is attached hereto and made a part hereof.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: all those listed on the approved preliminary plan, if any.
4. That the Final Plat substantially conforms to the Preliminary Plan of said subdivision heretofore approved by the by the City Council.
5. That your Petitioner hereby dedicates to the public, all public rights of way and easement shown on said Final Plat.

WHEREFORE, your petitioner respectfully pray that said Final Plat for the First Addition to Gaelic Place West subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Gaelic Place West, LLC

By: Frank Miles

ORDINANCE NO. 2006 - 126

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FIRST ADDITION TO GAELIC PLACE WEST SUBDIVISION**

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

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: all those listed on the approved Preliminary plan if any; and

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

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

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

1. That the Final Plat of the First Addition to Gaelic Place West Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
by: Julie Phillips, Deputy City Clerk

EXHIBIT A

The West Half of the West Half of the Southeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, excepting there from the following described tracts:

EXCEPTION NO. 1 (PARCEL VESTED TO BLOOMINGTON-NORMAL AIRPORT AUTHORITY):

All that part of the West Half of the West Half of said Southeast Quarter lying within the following described property; A part of the West Half of the Southeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, described as follows: Beginning at a railroad spike (found) at the Southwest Corner of the Southeast Quarter of said Section 12; thence along an assumed bearing north 02°-20'-29" west, 50.00 feet along the West Line of the Southeast Quarter of said Section 12; thence north 86°-55'-16" east, 584.83 feet along a line 50 feet northerly of and parallel with the Centerline of Construction of Ireland Grove Road; thence north 75°-36'-40" east, 76.49 feet; thence south 89°-15'-53" east, 225.50 feet; thence north 86°-55'-16" east 473.94 feet along a line 50 feet northerly of and parallel with said Centerline of Construction to the East Line of the West Half of the Southeast Quarter of said Section 12; thence south 02°-32'-13" east, 50.00 feet along said East Line to the Southeast Corner of the West Half of the Southeast Quarter of said Section 12; thence south 86°-55'-16" west, 1358.94 feet along the South Line of the Southeast Quarter of said Section 12 to the Point of Beginning.

EXCEPTION NO. 2:

A part of the West Half of the West Half of the Southeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described, as follows: Beginning at a point on the West Line of the Southeast Quarter of said Section 12 lying 50.00 feet north of the Southwest Corner thereof, said Point being on the North Line of a Parcel of Land vested to the Bloomington-Normal Airport Authority of McLean County, Illinois, by Order Vesting Title No. 92 ED 8, recorded August 17, 1992, in the Office of the Circuit Clerk, McLean County, Illinois. From said Point of Beginning, thence north 571.65 feet along the West Line of the Southeast Quarter of said Section 12; thence east 490.11 feet along a line which forms an angle to the left of 90°-01'-42" with the last described course; thence south 564.75 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to a point on the North Line of said Parcel vested to the Bloomington-Normal Airport Authority, thence west 490.44 feet along said North Line which forms an angle to the left of 90°-48'-24" with the last described course to the Point of Beginning.

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

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

Ayes: Aldermen 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 Commerce Bank, Trustee of McLean County Land Trust LDB-52, Requesting Approval of a Final Plat for the 5th Addition to Hawthorne Commercial Subdivision

A Petition has been received from Commerce Bank, Trustee of McLean County Land Trust LDB-52, requesting approval of a Final Plat for the Fifth Addition to Hawthorne Commercial Subdivision. This subdivision is part of the Hawthorne Commercial Park Subdivision which is commonly located south of GE Road, west of Towanda Barnes Road, east of Windham Hills Subdivision, and north of McGraw Park Subdivision. The residential portion of Hawthorne Commercial Park Subdivision is named "Sapphire Lake Subdivision".

The plat pertains to a one lot subdivision adjacent to Woodbine Road, and south of G.E. Road. Staff has reviewed the Final Plat and finds it to be in general conformance with the Preliminary Plan approved by Council on November 26, 2001. There are fees due from this subdivision.

Staff respectfully recommends that Council accept the petition and pass an Ordinance approving the Final Plat for the Fifth Addition to Hawthorne Commercial Subdivision subject to the Petitioner paying the required tap on fees and posting a guarantee for unfinished public improvements prior to recording of the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes Commerce Bank, Trustee of McLean County Land Trust LDB-52 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 thereof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the subdivision to be known and described as Fifth Addition to Hawthorne Commercial Subdivision.
3. That your petitioners also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: all those listed on the approved Preliminary Plan, if any.
4. That the Final Plat substantially conforms to the Preliminary Plan of said subdivision heretofore approved by the City Council.
5. That your Petitioner hereby dedicates to the public, all public rights-of-way and easements shown on said Final Plat.

WHEREFORE, your petitioner prays that said Final Plat for the Fifth Addition to Hawthorne Commercial subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Commerce Bank, Trustee of MCLT
LDB-52

ORDINANCE NO. 2006 - 127

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FIFTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION**

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

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: all those listed on the approved Preliminary Plan if any; and

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

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

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

1. That the Final Plat of the Fifth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

EXHIBIT A

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Hawthorne Commercial Subdivision in the City of Bloomington, Illinois, recorded as Document No. 2003-00046860 in the McLean County Recorder's Office. From said Point of Beginning, thence south 133.00 feet along the East Line of said Subdivision to a Point of Curvature; thence southeast 17.01 feet along said East Line being the arc of a curve concave to west having a radius of 337.00 feet and the 17.00 foot chord of said arc forms an angle to the right of 181°-26'-44" with the last described course; thence east 216.43 feet along a line which forms an angle to the right of 88°-33'-16" with the last described chord; thence south 47.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence east 294.00 feet along a line which forms an angle to the right of 90°- 00'-00" with the last described course: thence north 197.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of a tract of land conveyed to the City of Bloomington for a portion of G. E. Road Right of Way per Warranty Deed recorded as Document No. 96-28276 in said Recorder's Office; thence west 510.00 along said South Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 2.073 acres, more or less.

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

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

Ayes: Aldermen 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 Interchange City West, LLC, an Illinois Limited Liability Company, Requesting Approval of the Final Plat for Interstate Business Park Subdivision, 7th Addition

A Petition has been submitted by Interchange City West, LLC requesting approval of a Final Plat for Interstate Business Park, 7th Addition. This subdivision is located south of west Market Street (IL Rte. 9) and east of Interstate Drive. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan approved May 10, 2004. There are tap on fees due from this subdivision per the Annexation Agreement dated October 9, 1995.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Interstate Business Park, 7th Addition subject to the Petitioner paying the required tap on fees prior to recording of the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes Interchange City West, LLC an Illinois Limited Liability Company hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Interstate Business Park, 7th Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;
3. That your petitioner also seeks approval of the following exemptions or Variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None;
4. That your petitioner hereby dedicates to the public, all rights of way and easements shown on said Final Plat;

WHEREFORE, your petitioner, Interchange City West, LLC, an Illinois Limited Liability Company, prays that said Final Plat for the Interstate Business Park, 7th Addition subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Interchange City West, LLC, an Illinois Limited Liability Company, Petitioner,

By: Robert J. Lenz, Its Attorney

ORDINANCE NO. 2006 - 128

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
INTERSTATE BUSINESS PARK, 7TH ADDITION SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Interstate Business Park 7th Addition Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: 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 Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

1. That the Final Plat of the Interstate Business Park 7th Addition Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

EXHIBIT A

A part of Lot 1 in the NW¼ and a part of Lot 4 in the NE¼, all in Section 1, Township 25 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being part of the land subdivided for the Estate of Jacob Motter, deceased, recorded in Chancery Record 15, Page 563 in the office of the Clerk of the Circuit Court of McLean County, Illinois, more particularly described as follows: Commencing at the southeast corner of Lot 8 in Interstate Business Park 5th Addition, according to the Plat thereof recorded as Document No. 2004-21105 in the McLean County Recorder of Deeds Office, on the west right of way line of Avalon Way; thence S.00°-36'-47"E. 504.44 feet on the west right of way line of Avalon Way as dedicated in Interstate Business Park 6th Addition, according to the Plat thereof recorded as Document No. 2005-15568 in the McLean County Recorder of Deeds Office, to the Point of Beginning; thence continuing S.00°-36'-47"E. 56.33 feet to the southwest corner of said Avalon Way dedicated in Interstate Business Park 6th Addition; thence N.89°-23'-13" E. 66.00 feet to the southeast corner of said Avalon Way as dedicated in Interstate Business Park 6th Addition; thence S.00°-36'-47"E. 93.67 feet on the southerly extension of the east right of way line of said Avalon Way; thence S.89°-23'- 13"W. 635.22 feet parallel with the south line of Lot 8 in said Interstate Business Park 5th Addition to the west line of said Lot 1 in the Estate of Jacob Motter in the NW¼ of Section 1 also being the east line of the Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision recorded as Document No. 96-4444 in the McLean County Recorder of Deeds Office; thence N.00°-36'-47"W. 150.00 feet on said west line of Lot 1 in the Estate of Jacob Motter in the NW¼ of Section 1; thence N.89°-23'-13"E. 569.22 feet parallel with the said south line of Lot 8 in Interstate Business Park 5th Addition to the Point of Beginning, containing 2.10 acres, more or less, with assumed bearings given for description purposes only.

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

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

Ayes: Aldermen 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 HOS II LLC Requesting Approval of a Final Plat for Resubdivision of Lot 2 & 3 Route 150 Business Park First Addition

A Petition has been received from HOS II LLC requesting approval of a Final Plat for Resubdivision of Lot 2 & 3 Route 150 Business Park First Addition. This subdivision is located south of Hamilton Road, and west of IL Route 150 (Morrissey Drive). The Final Plat is in conformance with the amended Preliminary Plan. No fees are due as they were paid previously.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Resubdivision of Lot 2 & 3 Route 150 Business Park First Addition.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes HOS II, LLC, an Illinois Limited Liability Company, and MidAmerica National Bank, Trustee of McLean County Land Trust No. H-139, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as Resubdivision of Lot 2 & 3 – Route 150 Business Park First Addition, City of Bloomington, McLean County, Illinois, which Final Plat is attached hereto and made a part hereof.
3. That the Final Plat substantially conforms to the Preliminary Plan of said Subdivision heretofore approved by the City Council.
4. That your Petitioner hereby dedicates to the public all public rights of way and easements shown on said Final Plat.

Respectfully submitted,

By: HOS II, LLC, an Illinois Limited Liability Company,

By: Hundman Management, LLC, Its Manager

By: Laurence F. Hundman, Chairman

McLean County Land Trust No. H-139,

By: MidAmerica National Bank, Trustee

By: Richard A. Ballor, V.P. - Trust

ORDINANCE NO. 2006 - 129

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
RESUBDIVISION OF LOT 2 & 3 ROUTE 150 BUSIENSS PARK FIRST ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lot 2 & 3 Route 150 Business Park First Addition Subdivision, City of Bloomington, McLean County, Illinois legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

1. That the Final Plat of the Resubdivision of Lot 2 & 3 Route 150 Business Park First Addition Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of it's and approval.

PASSED this 13th day of November, 2006.

APPROVED this 14th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert, City Clerk
By: Julie Phillips, Deputy City Clerk

EXHIBIT A

Lot 2 and 3 in Route 150 Business Park First Addition, according to the Plat thereof recorded as Document No. 2005-00013767, being a part of the NE¼ of Section 15, Township 23North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, containing 2.55 acres, more or less.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Application of David Davis Mansion Foundation, located at 1000 E. Monroe, for an LB liquor license, which will allow the selling and serving of beer and wine by the glass for consumption on the premise

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of David Davis Mansion Foundation for a Limited Alcoholic Limited License, Class LB, which will allow the selling and serving of beer and wine by the glass for consumption on the premise. Present at the hearing were Liquor Commissioner Steven Stockton, Tracey Covert, City Clerk; and Marsha Young, David Davis Mansion Site Superintendent, and Roger Bridges, David Davis Mansion Foundation member, and Applicant representatives.

Commissioner Stockton questioned the purpose of this application. Marsha Young, David Davis Mansion Site Superintendent and Applicant representative, addressed the Commission. This application was for a fund raiser for the David Davis Mansion Foundation to be held at the David Davis Mansion on Friday and Saturday, December 8 and 9, 2006 from 6:30 to 10:30 p.m. This request was for a Limited License for a nonprofit corporation.

This would be the Foundation's first request for liquor license. The event is entitled the Christmas Dinner Gala at Clover Lawn. The meal will include six (6) courses. Seating was limited to twenty-two (22). There would be plenty of staff on hand. Actors portraying Judge Davis and Miss Sarah Davis would act as dinner hosts. The event has been thoroughly researched. The event would be small and intimate.

Roger Bridges, David Davis Mansion Foundation member and Applicant representative, addressed the Commission. He noted that he had organized similar events at the Rutherford Hayes Presidential Center. The charge to attend these dinners was \$250. The event has sold out each year.

Commissioner Stockton noted that he had no concerns. Commissioner Stockton informed the Applicant that the license fee would be waived as this was a fund raiser for a non for profit organization.

Based on the above, the Liquor Commission recommends to the City Council that an LB liquor license for David Davis Foundation, located at 1000 E. Monroe, be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Finnegan, seconded by Alderman Purcell that an LB liquor license for David Davis Foundation located at 1000 E. Monroe, be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Application of Niemann Foods, Inc., d/b/a Cub Foods, located at 403 N. Veterans Pkwy., for a PAS liquor license, which will allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Niemann Foods, Inc., d/b/a Cub Foods, located at 403 N. Veterans Pkwy., requesting a PAS liquor license which allows the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Steve Petersen, and Mark Gibson; Lt. Tim Stanesa, and Tracey Covert, City Clerk; James Cox, Vice President and Director of Operations, and Thomas Tow, Store Manager, and Applicant representatives.

Commissioner Stockton noted that Cub Foods was an existing business. This Application was prompted by a change of ownership. He requested that the Applicants explain their business plan. James Cox, Vice President and Director of Operations/Applicant representative addressed the Commission. He noted that Niemann Foods owns and operates sixty (60) other stores. Half of these stores hold liquor licenses.

The Bloomington store was similar to other stores which they own and operate. He cited the County Market in Champaign and the Cub Foods located in Springfield and Decatur.

Commissioner Stockton questioned if there had been any violations. Mr. Cox noted the Niemann Foods has operated forty (40) stores for over 89 years. He could not recall a violation but felt sure that at some point in their history there had been at least one. He cited the company's comprehensive orientation program.

Thomas Tow, Store Manager/Applicant representative, addressed the Commission. He had been in his position since 1997. There had not been a violation during his tenure.

Commissioner Gibson noted that Cub Foods stocks liquor in one (1) central location. He questioned Niemann Foods future plans. Mr. Tow noted that the majority was located in one (1) aisle. However, the store does participate in special promotions around the various holidays.

Commissioner Petersen questioned merchandising. Mr. Cox informed the Commission that Niemann Foods did not anticipate any changes. Commissioner Petersen noted the Heartland Coalition's opposition to the integration of alcohol throughout grocery stores.

Based on the above, the Liquor Commission recommends to the City Council that a PAS liquor license for Niemann Foods, Inc. d/b/a Cub Foods, located at 403 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Finnegan, seconded by Alderman Purcell that a PAS liquor license for Niemann Foods, Inc., d/b/a Cub Foods located at 403 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen 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: Council Work Session Minutes of October 9, 2006, and Council Proceedings of May 8, 2006

The Council Work Session minutes of October 9, 2006, and Council Proceedings of May 8, 2006 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Alderman Gibson stated that based on page 110 of the May 8, 2006 Work Session Minutes, the main motion on the Smoking Ban was never disposed. Mayor Stockton inquired if perhaps there was a technical problem with the minutes as opposed to a procedural issue with the motion. There were a number of motions made during the meeting, and the motion on page 118 was the motion that was actually voted on. Alderman Huette added that all of the amendments were voted on individually. Mayor Stockton restated that the motion reflected on page 118 was the successful motion. Alderman Matejka had read the minutes carefully. He believed that there was a step in the process that was missing from the minutes. He suggested that the minutes be laid over until the Clerk's office could review the tape recording of the meeting.

Motion by Alderman Matejka, seconded by Alderman Hanson that the reading of the minutes of the previous Council Work Session of October 9, 2006, and Council Proceedings of May 8, 2006 be laid over until the November 27, 2006 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.

Mayor Stockton directed the Clerk's office to review the recording of the May 8, 2006 meeting in order to ensure the accuracy of the minutes. Additionally, he directed any further questions regarding these minutes be directed to the Clerk's Office.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Appeal of Zoning Board Action by Phil Boulds (Mugsy's Pub) 1303, 1305, and 1307 N. Main Street

On September 20, 2006, the Zoning Board of Appeals heard the variance request of Phil Boulds (Mugsy's Pub), for 1303, 1305, and 1307 N. Main Street. The request was to reduce the required front yard landscape setback for a new parking lot from twelve (12) feet to three (3) feet along the Center Street frontage.

The Zoning Board of Appeals found Mr. Bould's request did not meet the standards required to grant a variance and rejected his variance request by a vote of 4 - 2 (unofficial minutes attached). The Board based their findings on the following:

- The petitioner was maximizing his parking on the site at the expense of the landscaping requirement.
- The parking could be provided in excess of the required number of spaces and still meet the landscape requirements of the code.
- In light of the study being conducted to address the visual impact of the Main/Center Street corridor through the cities, now was not the time to reduce the amount of landscaping along Center Street.
- The increased landscaped area will reduce the amount of impervious surface, causing less storm water run-off.
- The proposed width of three (3) feet is too small to adequately support the growth of the required landscaping.

Staff concurs with the findings of the Zoning Board of Appeals and respectfully requests that Council uphold the Zoning Board of Appeal's findings, and deny the variance request for reduced landscaping at 1303, 1305, and 1307 N. Main Street.

It should be noted by Council that this item originally appeared on the Council Agenda for October 9, 2006; however, at the Petitioner's request the item was pulled and laid over until the October 23, 2006 Council meeting.

Respectfully,

Mark R. Huber
Director PACE

Tom Hamilton
City Manager

Mark Huber, Director of PACE addressed the Council. He was familiar with this case and had been working with the petitioner to come up with options in order to provide the required parking and meet the set back requirements. The petitioner, Mr. Phil Boulds owned Mugsy's Pub.

Mr. Boulds purchased some of the older homes along Center Street, just south of Mugsy's Pub. His intention was to demolish the homes and install a parking lot for his business. He had presented a plan that did not meet the landscape setback requirements in the City's zoning ordinance, specifically, the front landscape setback. The ordinance requires a minimum of twelve (12) feet of green space from the property line to the pavement. There were also a minimum number of points required for landscaping. Mr. Bould's plan did not meet the code. He exercised his option to present a petition to the Zoning Board of Appeals. Staff recommended denial, but also presented Mr. Boulds with an alternative plan that would meet the code, provide more parking than was required, and not require a variance. The Zoning Board voted 4 to 1 to deny his request. Since there were less than 5 votes, Mr. Boulds could present his appeal to the Council. Staff recommends that Mr. Boulds comply with the code. In light of the Main Street Corridor study in progress, approving this variance would set a bad precedence. Additionally, approving this variance would allow Mr. Boulds to implement landscaping in the State's right of way, (US 51).

Tom Hamilton, City Manager referenced the corridor study. The Council had been provided with a letter submitted by Farr and Associates recommending that the staff's position be upheld. The zoning code requirements for landscaping could be met. Mr. Huber added that the redevelopment of the new Walgreens just south of Mugsy's Pub met the setback requirements.

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

Motion carried.

Phil Boulds, 1 Palm Court, addressed the Council. He presented the Council with a color pamphlet describing his plan. He stated that the twelve foot (12') setback requirement was a good plan, however, not in all instances. His plan would provide most of his parking spaces on Seminary St., and provide landscaping color all year long. His plan would use all of the existing frontage right of way. He believed that the Council would make the best decision on this appeal.

Alderman Crawford stated that none of the Council members had time to review the pamphlet prior to the meeting. It would be difficult to make a sound decision. Mr. Boulds had attempted to put the presentation together as a quick read and included design plans and photos.

Alderman Schmidt inquired if the purpose for the variance was to provide a smaller number of parking spaces. She questioned the benefit to the business. Mr. Boulds responded that it would provide an additional fifteen feet (15') of maneuverability.

Alderman Matejka noted that there was not much difference between the variance request and the code. He inquired if Mr. Boulds would be willing to meet with PACE staff and a Council member to discuss some alternatives. Alderman Crawford restated that the Council had not had time to review that pamphlet.

Alderman Huette inquired how Mr. Boulds' landscaping would be impacted if the State decided to widen US 51. Mr. Hamilton responded that if the Illinois Department of Transportation, (IDOT) decided to widen the road they would not be obligated to replace Mr. Boulds' landscaping, with the exception of sod and seed. He believed that Mr. Boulds would need to obtain a permit from IDOT to landscape their right of way. If the Council approved this variance there would be no recourse later if the state widened the road. Alderman Purcell inquired about the least amount of space needed for Mr. Boulds' plan. Mr. Boulds responded that his plan required six feet (6') of space.

Mr. Huber stated that in addition to the variance requested there were several plants in Mr. Boulds' plan that did not meet code requirements. Some plants have height limits so as to not cause sight issues. He reiterated that Mr. Boulds could meet the zoning code and did not meet the standards required for a variance. Mayor Stockton inquired as to the purpose of the twelve foot (12') setback standard. Mr. Huber responded for aesthetics, plant growth, uniformity, and reduced asphalt. Alderman Huette questioned if any setback less than twelve foot (12') would receive staff support. Mr. Huber responded the zoning ordinance allows five (5) findings of fact that are required to be met in order for a variance to be granted. It is up to the petitioner to prove that there is something in the site that causes a hardship preventing compliance with the code. In this particular case the petitioner could meet the code. The petitioner was unable to prove a hardship in this case.

Alderman Crawford questioned if staff would be willing to revisit this issue with Mr. Boulds. Alderman Purcell expressed his belief that a compromise was possible. Mr. Huber was willing to discuss this petition further with Mr. Boulds.

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

Motion carried.

Motion by Alderman Purcell, seconded by Alderman Schmidt that that the item be laid over to the Council's December 11, 2006 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.

Council directed staff to meet with Mr. Boulds in order to discuss a compromise concerning this variance request.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Amending Chapter 41 (Tobacco) of the City Code by Amending the Definition of "Private Club or Lodge" and Permitting Violations of Chapter 41 to be Paid at City Hall

Council recently requested that staff to prepare an amendment to the ordinance imposing a ban on smoking in public places which clarifies when private clubs and lodges are exempt from the smoking ban and when, if ever, they are subject to the smoking ban.

An objection has been raised that a total exemption for private clubs and lodges which permit their facilities to be used by non-members would create an unlevelled playing field. Staff has prepared an ordinance which subjects private clubs and lodges to the smoking ban at those times in which those facilities are made available for use by non-members. For example, a private club which permits its facilities to be used as a restaurant for the public loses its exclusion from the smoking ban during the times it is open to the public. A private club which leases a part of its facility for a wedding reception will lose its exclusion from the smoking ban for the entire premises during the time the premises are used by non-members.

The amendment also addresses an additional question which was raised regarding private clubs which permit to pay one dollar at the door "to become a member". The ordinance adds a clarification that organizations which permit members to join under circumstances which renders the club to become, in effect, a place of public accommodation will lose its exclusion from the smoking ban. One of the methods listed as causing an organization to become a place of public accommodation is permitting persons to purchase membership in the club for a nominal fee.

The draft ordinance also removes several references to "outdoor place of public assembly". Earlier drafts of the ordinance included language which would have prohibited smoking in outdoor places of public assembly. Since Council voted against prohibiting smoking outside (except within 15 feet of an entrance to a place where smoking is prohibited), the references to "outdoor place of public assembly" should be removed to eliminate possible confusion.

Finally, the draft ordinance permits persons who receive a ticket for violating sections of the smoking ban ordinance to pay those tickets at City Hall rather than requiring a court appearance. The draft ordinance has set the amount for payment of the ticket at City Hall at \$100.

Staff believes this ordinance is in the best interests of the citizens of the City and respectfully requests that Council approve the Text Amendment and that the Ordinance be passed.

Respectfully submitted,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

Mayor Stockton stated that there were additional questions regarding the smoking ordinance, however the Council would only take action on the private club issue addressed by this amendment. Some of those questions concerned enclosed areas. The Liquor Commission had received requests for beer gardens. By adding roofs and walls to same created a different interpretation of enclosed area. Another question raised was the possibility of delaying the implementation of the smoking ban for six (6) months. He reiterated that no action could be taken on these concerns at this meeting.

Todd Greenburg, Corporation Counsel addressed the Council. He stated that one of the Work Sessions reflected concerns regarding the club exemption which created an uneven playing field. Staff proposed an amendment that would require clubs to adhere to the ordinance if it is open to the public. If the club was open to non-members they would be covered under the ban. One exception would be the immediate family and/or one guest of the member. Staff raised the concern about ventilation problems if a club rented out part of its premise to non-members, and the other part remained exclusive to club members. Staff's interpretation of this proposed ordinance is that if any section of a club is open to the public or non-members, the entire facility would be covered under the ban.

Additionally the proposed ordinance contains housekeeping items, One eliminates the designation of a premise as being a club if for all intents and purposes is a place of public accommodation but discriminates against a certain race or gender. The second item addresses outdoor places of public assembly. The phrases that ban smoking in outdoor places of public assembly are eliminated from the ordinance. The third item addresses penalties. The amendment adds the provision that anyone who receives a smoking ordinance violation could make payment at City Hall up to \$100.

Staff does not recommend that the ordinance be amended to include definitions of outdoor enclosures and outdoor patios. Staff recommends that the ordinance define enclosed which is already within the ordinance and give guidelines. Mayor Stockton questioned who would be responsible for such interpretation, and whether there was a violation. Mr. Greenburg responded that the ordinance is a legal document and its interpretation is ultimately determined by judges. If the definition of outdoor enclosure somewhat conflicts with the definition of enclosed, there would be a point of ambiguity created by the ordinance, which could be proclaimed as vague. Guidelines could be written and provided to any persons charged with enforcing the smoking ordinance.

Tom Hamilton, City Manager stated that staff could meet with the Council and business owners to create drawings and/or guidelines as to what would be considered open and closed. Alderman Huette questioned the need for guidelines prior to approving this text amendment. Mr. Hamilton responded that there are various beer gardens already in existence. It would be important to determine what kind of modifications could be made that would change the interpretation of what is enclosed. He believed that it was important for everyone to discuss the guidelines for outdoor areas so that everyone knows what the expectations are.

Alderman Hanson suggested that the item be laid over until the November 27, 2006 Council meeting so that modifications to address the housekeeping items and guidelines for enclosed area could be added to the amendment. He suggested that the implementation be delayed by six (6) months. He expressed his belief that this ordinance should be carefully implemented. In regard to the bar owners it was imperative that the process be considered carefully. They would be making significant investments to keep their business open and operating. In fairness the Council should take their time to consider these issues.

He was not aware of how often private clubs open to the public. Alderman Matejka noted that private clubs were not discussed at the previous Work Session on the smoking ban. Mr. Hamilton stated that it would be difficult to prepare all of these changes for the upcoming Council meeting. Due to the upcoming Thanksgiving holiday, the deadlines have been moved forward for the November 27, 2006 meeting. Additionally, staff would need time to schedule meetings with the club owners and bar owners to discuss these issues. There was not be enough time for all of this to be accomplished in time to prepare the Council packet.

Alderman Hanson inquired if there would be enough time to prepare the guidelines for the enclosed areas for the November 27th meeting. The other items could be prepared for the December 11, 2006 meeting. Mr. Hamilton recommend that the two (2) issues of clubs and enclosures be laid over until the December 11, 2006 meeting. The issue of delaying the implementation for six (6) months could be included on the November 27th meeting.

Alderman Huette expressed his belief that delaying the implementation of the smoking ban by six (6) months represented a Council “flip flop.” The Council voted to put a smoking ban in place by January 1. The private clubs issue was a smoking ban issue. It was a separate issue from the enclosure definition and guidelines. He believed that bundling all three (3) issues together would be starting the smoking ban process over again.

Alderman Schmidt responded that the Council had a responsibility to address the implementation of the ban in a way that is clear. Alderman Hanson added that all of these important details have not been ironed out. The club and bar owners do not understand what is expected of them. The enclosure issue is larger than the private club. The business owners needed time to put a business plan in place before the ban was implemented. Alderman Huette stated his belief that the terminology was in place. Alderman Schmidt questioned the definition of enclosed space. Alderman Purcell questioned the definition of primary public entrance. Alderman Hanson had received seven (7) interpretations of these definitions in the last week. It would be difficult to start the process of creating an outdoor area for smoking before the guidelines for such an area were set.

Mr. Greenburg stated that the language in the ordinance states that, “an enclosed area means all space in any structure or building that is enclosed on all sides by any combination of walls, half walls, windows or doorways extending from the floor to the ceiling regardless of whether they are open or closed.” Staff and any judge would be looking at this language for interpretation.

Alderman Matejka stated that as opposed to defining an enclosed space in the smoking ordinance should be defined in the building code. The building code is the most appropriate place to define it so that when a business owner obtains a permit they are in accordance with the building code.

Alderman Finnegan stated that it would important to the business owners that the Council consider the financial impact that this issue has placed upon them. They may be investing a large sum of money to accommodate their patrons. Its important that this issue be clarified before the ban is implemented. He was agreeable to a six (6) month delay in implementation.

Mayor Stockton questioned the number of bars versus restaurants impacted by this issue. Mr. Hamilton responded that it impacted both. Mayor Stockton noted that the length of the extension was critical. Originally an extension until April 1st was considered. If an extension goes beyond May 1st, there would be a new Council.

Some people had insinuated that this was a ploy to delay the implementation until a new Council could vote on the issue. The current Council should consider this extension very carefully. It would be possible after May 1 that the whole issue could be up for grabs again. Alderman Finnegan responded that a July 1 date was an appropriate extension to allow the business owners to prepare. Alderman Crawford stated that any time a new Council is seated, they have the ability to rescind and/or amend an ordinance. Alderman Schmidt added that the Council had a responsibility to the small business owners to make clear guidelines and understand the effects this ordinance will have on their businesses. All ordinances should be carefully considered. Mayor Stockton agreed that there were some significant questions. Alderman Matejka encouraged staff to meet with the bar and restaurant owners as well as the private clubs to discuss these issues.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the item be laid over until the November 27, 2006 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 Council directed staff to meet with the bar and restaurant business owners and with private club owners to discuss how the smoking ban would impact their businesses. Additionally, guidelines for outdoor areas would need to be defined. Mr. Greenburg reminded the Council that the smoking ban ordinance appeared on the City's website for anyone wishing to view it.

MAYOR'S DISCUSSION: Mayor Stockton stated that he had attended the dedication and ribbon cutting at the remodeled library. Library staff were thrilled with the updated facility.

CITY MANAGER'S DISCUSSION: None

ALDERMEN'S DISCUSSION: Alderman Schmidt stated that she would be hosting a follow up meeting with rental housing landlords and staff on Monday, November 20, 2006. The meeting would be held at 5:15 p.m. in the Council Chambers. Notices had been mailed.

Alderman Purcell stated that he had attended both the library opening and the Veterans Day Parade. Both events were great.

Alderman Crawford commended the leaf removal service provided by the Public Service Department.

Alderman Gibson stated that he had recently travelled to Branson and Springfield, MO. These cities had similar smoking bans. He encouraged the Council to consider amending the smoking ban ordinance to exempt taverns, but require that they post on their door whether they were a smoking or non-smoking place of business.

Motion by Alderman Hanson, seconded by Alderman Matejka, that the meeting be adjourned. Time: 9:11 p.m.

Motion carried.

**Julie Phillips
Deputy City Clerk**