

**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, September 25, 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 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, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

The following was presented:

Oaths of Office – Shad Wagehoft and Joseph Gibaszek.

Jeff Sanders, Asst. Police Chief, introduced Shad Wagehoft and Joseph Gibaszek, Police Patrol Officers. Each had completed their probationary period and came to the City through the Experienced Officer Hiring Program. Mr. Gibaszek attended Western Illinois University, (WIU). He came to the City from the Momence Police Department. He was married and the father of two (2) children. Mr. Wagehoft attended Illinois Central College and Illinois State University. He had worked for the Bradley University and Illinois State University’s Police Departments. He was accompanied this evening by his wife, their three (3) children, his father and stepmother.

Tracey Covert, City Clerk, performed the Oath of Office. Mayor Steve Stockton presented the officers with their certificates. He congratulated the officers and their families. He added that Bloomington was a great place to work and the citizens counted on the Police Department.

The following was presented:

Stan Cain, Beautification Committee Chairman, addressed the Council. This evening, the Citizens Beautification Committee would present their 2006 Beautification Awards. This was an annual presentation. Residential and commercial properties are recognized for their landscaping and/or architecture. This year, over eighty (80) nominations were received. Twenty-three (23) awards would be presented: fifteen (15) –

residential and eight (8) commercial. A slide show had been prepared with photographs of each location which were disbursed throughout the City.

Mr. Cain recognized the Committee members present: Marti Dulac, Valerie Dumser, Mary Anderson, Judy Stearns and Bob Brooks. Twelve (12) residential award recipients were present.

The following residential recipients were present: Drew and Jennifer Jaegle, 1 Tangle Oaks Court; Dave and Caroline Tipsword, 1006 Rocky Ford Road; James Keeran, 1513 W. Graham Street; Michael and Alice Barth, 802 N. Lee Street; Vikkie Cossio, 107 E. Miller Street; David and Laura Schumacher, 502 S. Clayton Street; Michael and Laura Burns, 503 E. Mulberry Street; Darin Lyons, 1423 E. Olive Street; Ethan and Nancy Evans, 507 W. Moore Street; Nancy Miller and Larry Johnson, 2109 E. Gates Place; Beth and Larry Horvath, 1809 Dimmitt Court; and Allison Cushing, 1902 Vladmir Drive. Those who were not present included: Brett and Adella Beyer, 1602 Springfield Road; Andrea and Randy Peifer, 2002E. Jackson Street; and Ted and Paula Eissfeldt, 54 Country Club Place.

The following commercial recipients were present: Shooter's Lounge, 502 N. Prospect Rd.; Speed Lube represented by Mike Long, 710 E. Washington Street; First Edition Hair Salon represented by Gary and Sally Erwin, 816 E. Washington Street; Eaton Gallery represented by Herb and Pamala Eaton, 411 N. Center Street; Founders Grove Neighborhood Association represented by Virginia Gill and Scarlet Shaeffer, intersection of Washington St. and Towanda Ave.; Fire Station #1 represented by Keith Ranney, Fire Chief, 310 N. Lee Street; and Downtown Bloomington Association represented by Brian Brakebill, Deputy City Manager, was recognized for the City streetscape project, its Adopt-a-pot program, and Withers Park. The Committee cited the addition of new planters, benches, street lights and hanging planters. The Western Tap located at 1301 N. Western Avenue, was not present at the meeting.

Mr. Cain encouraged all present to visit these properties. Each property owner had invested time and effort to improve their properties' appearance. He congratulated all.

Mayor Stockton added that their efforts were important to the community. He expressed his appreciation to the recipients for their efforts and the Committee for their work.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Opening of One Bid for installation of an Overhead Sewer System at 705 S. Mercer Street Utilizing the Overhead Sewer Grant Program

Bids were received by the City Clerk on Thursday, September 21, 2006 until 2:00 p.m. for an overhead sewer system at 705 S. Mercer Street. There is \$4,500 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize the Director of Engineering to open the bid at the September 25, 2006 Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

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

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

Ayes: Aldermen 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 March 26, 2006

The Council work session minutes of March 26, 2006 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford that the reading of the minutes of the previous Council Work Session of March 26, 2006 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford 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 fourth partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$2,496 will have been paid to date for work certified as 33% complete for the John M. Scott Peace Meals. Completion date - May 2007.
2. The fourth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$8,328 will have been paid to date for work certified as 33% complete for the Peace Meals. Completion date - April 2007.
3. The second and final payment to Hauser Group Ltd. in the amount of \$10,961.25 on a contract amount of \$21,922.50 of which \$21,922.50 will have been paid to date for work certified as 100% complete for the Library Expansion. Completion date - November 2006.
4. The tenth partial payment to Felmley Dickerson in the amount of \$230,195.15 on a contract amount of \$2,669,586 of which \$2,182,909.34 will have been paid to date for work certified as 82% complete for the Library Expansion. Completion date - November 2006.
5. The second partial payment to McLean County Soil & Water Conservation in the amount of \$16,290.75 on a contract amount of \$65,163 of which \$32,581.50 will have been paid to date for work certified as 50% complete for Professional Services. Completion date - Annual.
6. The third and final payment to WM Masters, Inc. in the amount of \$24,678 on a contract amount of \$177,838 of which \$177,838 will have been paid to date for work certified as 100% complete for the Structured Cabling for the US Cellular Coliseum and Pepsi Ice Rink. Completion date - March 2006.
7. The twenty-ninth partial payment to Johnston Contractors, Inc. in the amount of \$24,190.08 on a contract amount of \$3,541,592 of which \$3,541,265.57 will have been paid to date for work certified as 99.99% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
8. The twenty-third partial payment to Mid-Illinois Mechanical, Inc. in the amount of \$177,105 on a contract amount of \$3,613,413 of which \$3,364,994.69 will have been paid to date for work certified as 93% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.

9. The tenth partial payment to Kelly Glass in the amount of \$37,956 on a contract amount of \$329,804 of which \$327,934 will have been paid to date for work certified as 99% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
10. The eighth and final payment to Henson Robinson Co. in the amount of \$208,875.20 on a contract amount of \$1,095,782 of which \$1,095,782 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
11. The fourteenth and final payment to Felmley Dickerson in the amount of \$38,202.85 on a contract amount of \$764,057 of which \$764,057 will have been paid to date for work certified as 100% complete for the Design/Build - Misc. Metals for the US Cellular Coliseum. Completion date - April 2006.
12. The fifteenth and final payment to Felmley Dickerson in the amount of \$33,817.55 on a contract amount of \$676,351 of which \$676,351 will have been paid to date for work certified as 100% complete for the Design/Build - General Trades for the US Cellular Coliseum. Completion date - April 2006.
13. The tenth and final payment to Area Erectors, Inc. in the amount of \$15,017.50 on a contract amount of \$150,175 of which \$150,175 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum Parking Garage. Completion date - April 2006.
14. The sixth and final payment to Kelly Glass in the amount of \$1,960 on a contract amount of \$105,264 of which \$105,264 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum Parking Garage. Completion date - April 2006.
15. The eighth and final payment to Felmley Dickerson in the amount of \$3,316 on a contract amount of \$15,200 of which \$15,200 will have been paid to date for work certified as 100% complete for the Design/Build - Doors, Frames, and Hardware for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
16. The twentieth and final payment to Johnston Contractors, Inc. in the amount of \$3,036 on a contract amount of \$369,041 of which \$369,041 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum Parking Deck. Completion date - April 2006.
17. The twelfth and final payment to Felmley Dickerson in the amount of \$65,542.45 on a contract amount of \$885,780 of which \$885,780 will have been paid to date for work certified as 100% complete for the Design/Build - Concrete, Excavating and Foundation of the US Cellular Coliseum Parking Deck. Completion date - April 2006.

18. The fifth partial payment to APACE Architects & Design in the amount of \$4,832.50 on a contract amount of \$214,950 of which \$28,805 will have been paid to date for work certified as 13% complete for the Design of Fire Station #5. Completion date - May 2008.
19. The thirtieth partial payment to New World Systems in the amount of \$21,268.80 on a contract amount of \$671,523 of which \$587,560.80 will have been paid to date for work certified as 87% complete for the Police & Fire Computer Aided Dispatch System. Completion date - July 2006.
20. The fifth partial payment to McLean County Health Department in the amount of \$9,015 on a contract amount of \$108,180 of which \$45,075 will have been paid to date for work certified as 42% complete for the Animal Control and Shelter Services. Completion date - April 2007.
21. The third partial payment to Youth Impact, Inc. in the amount of \$7,500 on a contract amount of \$90,000 of which \$30,000 will have been paid to date for work certified as 33% complete for the Youth Impact. Completion date - April 2007.
22. The fourth partial payment to Farnsworth Group in the amount of \$1,125.76 on a contract amount of \$41,173 of which \$10,095.46 will have been paid to date for work certified as 25% complete for the Highland Park Golf Course Water Study. Completion date - December 2006.
23. The third partial payment to Ratio Architects, Inc. in the amount of \$21,452.12 on a contract amount of \$135,240 of which \$39,033.50 will have been paid to date for work certified as 29% complete for the Miller Park Playground Renovation. Completion date - May 2007.
24. The eleventh and final payment to Thompson Dyke & Associates in the amount of \$3,338.06 on a contract amount of \$227,450 of which \$212,500 will have been paid to date for work certified as 100% complete for the Holiday Pool/Park Renovation. Completion date - August 2006.
25. The fourth and final payment to F & W Lawn Care Specialists in the amount of \$3,144.08 on a contract amount of \$47,060.63 of which \$47,060.63 will have been paid to date for work certified as 100% complete for the Seeding at Various Locations. Completion date - May 2006.
26. The fifth partial payment to JG Stewart Contractors in the amount of \$30,724.40 on a contract amount of \$210,000 of which \$90,348.10 will have been paid to date for work certified as 43% complete for the 2006-2007 Sidewalk Replacement and Handicap Ramp Program. Completion date - November 2006.

27. The fourth partial payment to Testing Services Corporation in the amount of \$319.50 on a per ton and hour contract of which \$11,306.05 will have been paid to date for work certified as ongoing for the 2006-2007 Asphalt and Portland Concrete Plant Inspection and Lab Testing. Completion date - July 2007.
28. The eighth and final payment to Rowe Construction in the amount of \$42,077.65 on a contract amount of \$747,116.16 of which \$747,116.16 will have been paid to date for work certified as 100% complete for the 2005-2006 General Resurfacing. Completion date - October 2005.
29. The third partial payment to Rowe Construction in the amount of \$180,215 on a contract amount of \$710,000 of which \$580,365 will have been paid to date for work certified as 98% complete for the 2006-2007 General Resurfacing. Completion date - October 2006.
30. The tenth partial payment to Farnsworth Group in the amount of \$1,180 on a contract amount of \$203,300 of which \$120,255.50 will have been paid to date for work certified as 59% complete for the Constitution Trail - Grove to Hamilton. Completion date - November 2006.
31. The tenth partial payment to Farnsworth Group in the amount of \$1,158.50 on a contract amount of \$32,562 of which \$15,873.92 will have been paid to date for work certified as 49% complete for the Norfolk Southern Railroad Crossing Negotiations - ML King at White Oak; Hamilton at Commerce, and Hamilton at Hershey. Completion date - December 2006.
32. The seventh partial payment to Stark Excavating, Inc. in the amount of \$119,399 on a contract amount of \$1,399,893.75 of which \$691,237.92 will have been paid to date for work certified as 49% complete for the Euclid Avenue - Oakland to Washington. Completion date - November 2006.
33. The twelfth partial payment to Foth & Van Dyke/Daily Division in the amount of \$34,545.10 on a contract amount of \$339,497 of which \$266,195.31 will have been paid to date for work certified as 78% complete for the Mitsubishi Motorway Study - Design and Specifications. Completion date - October 2006.
34. The sixteenth partial payment to Clark Dietz, Inc. in the amount of \$2,112.16 on a contract amount of \$330,000 of which \$295,062.88 will have been paid to date for work certified as 89% complete for the Hamilton Road - Timberlake to Main Street. Completion date - December 2006.
35. The eleventh partial payment to Farnsworth Group in the amount of \$24,590.45 on a contract amount of \$168,400 of which \$159,653.80 will have been paid to date for work certified as 95% complete for the Lincoln Street - Bunn to Morrissey. Completion date - November 2006.

36. The third partial payment to Consoer Townsend & Associates in the amount of \$3,287 on a contract amount of \$74,800 of which \$11,434.80 will have been paid to date for work certified as 15% complete for the Water Department in Line Booster Station at Mitsubishi. Completion date - December 2006.
37. The seventh partial payment to Consoer Townsend & Associates in the amount of \$3,128.70 on a contract amount of \$185,000 of which \$51,199.03 will have been paid to date for work certified as 28% complete for the Water Department Electrical Improvements at Lake Bloomington. Completion date - December 2006.
38. The eighth partial payment to Farnsworth Group in the amount of \$145 on a contract amount of \$15,000 of which \$8,596.59 will have been paid to date for work certified as 57% complete for the Ozone Pilot Study for Taste and Odor Compound Elimination. Completion date - October 2007.
39. The third partial payment to Alvord, Burdick & Howson, LLC in the amount of \$2,250 on a contract amount of \$29,000 of which \$5,080 will have been paid to date for work certified as 18% complete for the Water Department Rate Study. Completion date - December 2007.
40. The second and final payment to WHPA Inc. in the amount of \$3,773 on a contract amount of \$4,900 of which \$4,900 will have been paid to date for work certified as 100% complete for the Water Department Drought Planning. Completion date - September 2006.
41. The second partial payment to Consoer Townsend & Associates in the amount of \$698.21 on a contract amount of \$38,400 of which \$2,348.66 will have been paid to date for work certified as 6% complete for the Water Department Study of Metering at Water Treatment Plant. Completion date - December 2006.
42. The seventh and final payment to Clark Dietz in the amount of \$13,826.66 on a contract amount of \$36,900 of which \$36,900 will have been paid to date for work certified as 100% complete for the James Place Water Main. Completion date - October 2006.
43. The fifth partial payment to Clark Dietz in the amount of \$5,145.75 on a contract amount of \$68,800 of which \$39,955.97 will have been paid to date for work certified as 73% complete for the Main Replacement on Hinshaw/Barker. Completion date - December 2006.
44. The first partial payment to Clark Dietz in the amount of \$19,182.67 on a contract amount of \$84,600 of which \$19,182.67 will have been paid to date for work certified as 23% complete for the Parmon Rd. Water Main Replacement. Completion date - December 2007.

45. The first partial payment to Farnsworth Group in the amount of \$2,839.75 on a contract amount of \$5,500 of which \$2,839.75 will have been paid to date for work certified as 52% complete for the 900' Extension of the Proposed 16" Water Main at Hawthorn and Harvest Pointe - Towanda Barnes Water Main. Completion date - October 2007.
46. The third and final payment to Consoer Townsend & Associates in the amount of \$282.89 on a contract amount of \$20,000 of which \$20,000 will have been paid to date for work certified as 100% complete for the Water Department Sludge Lagoon. Completion date - December 2006.
47. The second partial payment to George Gildner, Inc. in the amount of \$7,190 on a contract amount of \$52,158 of which \$39,134 will have been paid to date for work certified as 75% complete for the Oakland Court Storm Sewer. Completion date - October 2006.
48. The sixth and final payment to Gildner Plumbing, Inc. in the amount of \$20,469.56 on a contract amount of \$568,312 of which \$468,945.56 will have been paid to date for work certified as 100% complete for the Division Street CSO Elimination and Sewer Separation. Completion date - August 2006.
49. The fourth partial payment to Stark Excavating, Inc. in the amount of \$152,620 on a contract amount of \$838,844.50 of which \$619,880 will have been paid to date for work certified as 74% complete for the Lafayette - Maple Sanitary Relief Sewer. Completion date - October 2006.
50. The tenth partial payment to Lewis, Yockey & Brown in the amount of \$71,938.74 on a contract amount of \$150,000 of which \$148,665 will have been paid to date for work certified as 99% complete for the Lafayette - Maple Sanitary Relief Sewer. Completion date - September 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 Matejka, seconded by Alderman Crawford 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: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of August 2006

Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of August 2006 were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, September 25, 2006 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert
City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford that the audit of the bills and payrolls for the Township for the month of August 2006 be made a matter of record.

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: Reports

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

1. Motor Fuel Tax Allotment for the month of August, 2006.
2. Monthly Receipt & Expenditure Report, August 2006.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford that the reports be received and placed on file.

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 Approve Payment of \$54,605.35 to Paul Nord for the Preparation of an Intersection Design Study for West Market Street, (Illinois Route 9), with Mitsubishi Motorway, (US Route 150)

Council approved an Annexation Agreement with Paul F. and Karen Nord regarding the Business Park at Nord Farms Subdivision on April 11, 2005. The agreement provides for the City to reimburse "All costs of preparing, filing and processing the Intersection Design Study" for the intersection of West Market St., (Illinois Route 9), with Mitsubishi Motorway, (US Route 150). The City has received an invoice from Dr. Nord in the amount of \$54,605.35 for costs incurred. This is not a budgeted expense; however, the study is a requirement of the Illinois Department of Transportation, (IDOT).

Staff respectfully recommends that Council approve the payment of \$54,605.35 to Paul and Karen Nord with payment to be made from Capital Improvement Funds (40100-70050).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford 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 the Formal Bidding Process and Authorize the Purchase of Lime Slurry Tank Mixer at the Water Treatment Plant

The Water Treatment Plant's Lime Slurry Tank Mixer, a mixer used to mix the water softening chemical calcium hydroxide, or lime, is near the end of its life span. The lime slurry, made from mixing lime with water, is filled with small abrasive particles which are a natural byproduct of the mixing process. When mixed, these particles are very abrasive to all moving parts that come in contact with the slurry. Staff has requested quotes for an exact replacement of this mixer from the original supplier of the lime system equipment and another supplier of this mixer. The quotes have been analyzed and the quotation from Anderson Pump and Process was the lowest cost, qualified quotation. The total cost of the replacement is \$5,990.

Staff respectfully requests that Council waive the formal bidding process, authorize the Purchasing Agent to issue a purchase order to Anderson Pump and Process - Elmhurst, Illinois, in the amount of \$5,990. Payment will be made from Water Department, Operations and Maintenance Funds, Purification Division, Maintenance and Repair Supplies. (X5010- 50130-71080).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 128

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A LIME SLURRY TANK MIXER FOR THE
WATER TREATMENT PLANT FROM ANDERSON PUMP AND PROCESS AT A
PURCHASE PRICE OF \$5,990**

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 Lime Slurry Tank Mixer for the Water Treatment Plant from Anderson Pump and Process at a Purchase Price of \$5,990.

Adopted this 25th day of September, 2006.

Approved this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford that the formal bidding process be waived, the purchase of a lime slurry tank mixer from Anderson Pump and Process be approved in the amount of \$5,990, the Purchasing Agent be 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: Request to Waive the Formal Bidding Process and Authorize the Purchase of Valve Actuator for Lime System

The Water Treatment Plant's lime system is in need of a new valve actuator to operate the valve that delivers the water softening chemical calcium hydroxide, or lime, to the batch tank. Staff has located a source for this valve actuator. The new valve actuator has been quoted at a cost of \$11,158 from Ley and Associates, Inc. - Rolling Meadows, Illinois. This quotation has been analyzed and found to be acceptable.

Staff respectfully request Council waive the formal bidding process, authorize the Purchasing Agent to issue a purchase order to Ley and Associates, Inc. - Rolling Meadows, Illinois in the amount of \$11,158 for the purchase of a new valve actuator. Payment will be made with Water Department, Operations and Maintenance Funds, Purification Division, Maintenance and Repair Supplies. (X5010- 50130-71080).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 129

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF VALUE ACTUATOR FOR THE WATER
TREATMENT PLANT FROM LEY AND ASSOCIATES, INC. AT A PURCHASE
PRICE OF \$11,158**

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 value actuator for the Water Treatment Plant from Ley and Associates, Inc. at a Purchase Price of \$11,158.

Adopted this 25th day of September, 2006.

Approved this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford that the formal bidding process be waived, the purchase of a valve actuator for the lime system from Ley and Associates, Inc. be approved in the amount of \$11,158, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve an Agreement for Additional Lincoln Leisure Center Renovations

Over the last five (5) years, staff has worked to renovate the interior of the Lincoln Leisure Center, (LLC). All of the room renovations will be completed this year. There are two (2) major elements remaining that will greatly enhance the LLC. One of those elements is the parking lot and entrance or "campus" of the LLC.

Staff has worked with Thompson Dyke and Associates on developing a scope of work for the project that will fit the needs of the LLC and also blend into the neighborhood. Thompson Dyke and Associates have provided a proposal in the amount of \$17,500 with reimbursable not to exceed \$2,450 for the assessment of the site and the development of a drawing suitable for a public bidding.

Staff respectfully recommends that Council waive the formal bidding process and approve an agreement with Thompson Dyke and Associates to develop a scope of work and bidding documents for the LLC Parking Lot and Entrance in an amount not to exceed \$19,950. There is

\$25,000 budgeted for this project in the Capital Improvement Fund account X40100-72570. Upon approval staff will work with Thompson Dyke and Associates over the next several months in order to be prepared for construction in the next fiscal year 2007-2008.

Respectfully,

Dean Kohn
Director of Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 130

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AGREEMENT WITH THOMPSON DYKE AND ASSOCIATES TO
DEVELOP A SCOPE OF WORK AND BIDDING DOCUMENTS FOR THE LINCOLN
LEISURE CENTER PARKING LOT AND ENTRANCE IN AN AMOUNT NOT TO
EXCEED \$19,950**

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

1. That the bidding process be waived and an agreement with Thompson Dyke and Associates be authorized to develop a scope of work and bidding documents for the Lincoln Leisure Center Parking Lot and Entrance in an amount not to exceed \$19,950.

Adopted this 25th day of September, 2006.

Approved this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

PROJECT UNDERSTANDING

The Lincoln Leisure Center is located at 1206 South Lee Street on a site and in a building that once housed an elementary school. It is now home to a park department gymnasium, nine multi-purpose rooms and a substandard parking lot. In order to assist running programs out of the Leisure Center, a small tot-lot is under consideration for location in a section of the current

parking lot. The parking lot will be improved to include landscape, new asphalt surface and wheels stops. Low level parking lot lighting will not be provided. The budget for the assignment is \$250,000 including TD&A's design fee.

SCOPE OF SERVICES

The Consultant will provide the Bloomington Parks and Recreation Department with the following consulting services.

1.1 Base material

Assemble base material, review existing site conditions, review Park Department preliminary plans for the facility and photographically record existing conditions. The site analysis shall include review of existing reports and studies as it relates to the site. If a site survey is not available, TD&A will provide one at an extra cost.

1.2 Program Requirements

Prior to initiating the concept plan phase of the project, the Consultant will work with staff to develop and prioritize the program requirements for the parking lot and playground. At this point the program is for a tot-lot, renovated asphalt surface, trees and shrubs in and around the parking lot, a retaining wall on the east end, parking for two buses and irrigation if the budget allows.

1.3 Schematic Design — Master Plan

Based on the information obtained the TD&A Team will develop a single concept For Client review. The concept will be refined following presentation and resubmitted to the client. The ensuing plan revision will be called die master plan and it will serve as the basis for plan development.

1.4 Design Development

Based on the final schematic design and Client review comments the parking lot design will be developed to detail the materials and layout of each component of the project. The design of individual areas of the park, finishes and surfaces, landscaping, utility infrastructure, furnishings and unifying elements will be developed and presented to the Client for discussion and approval. The design elements to be developed during this phase may include:

Playground equipment
Fencing around tot-lot only
Landscape Plan

Utilities
Grading & Drainage
Other products and issues integral to Design

2.0 Bid Process

The Consultant will perform the following tasks in connection with the execution of the Owner-Contractor agreement. The Consultant will prepare a bidder's list, which will include the names of potential Contractors. The Consultant will prepare an advertisement to bid for the owner to place in the appropriate periodicals. The Consultant will answer questions from bidders during the bidding phase. The Consultant will issue addenda if necessary. The Consultant will meet with potential bidders once at the site (pre-bid meeting) to discuss the construction documents and to answer any questions. The Consultant will attend a meeting to discuss bidder's prices and the execution of the Owner- Contractor agreement. The Consultant will administer one bid process.

2.1 Owner Representation

The Consultant will attend a pre-construction meeting with the Client and the Contractor. The Consultant will advise and consult with the Client during construction in order to assist the client in guarding against defects and deficiencies in the work of the Contractor. The Consultant will prepare and distribute change orders if required. The Consultant will review samples and shop drawings in order to verify general compliance with specifications. An as built set of drawings will also be provided.

2.2 Construction Observation

The Consultant will conduct construction reviews in order to assess that work has progressed to the point of the contractors pay requests. The Consultant will witness and report observations. TD&A will complete this work during a total of (3) site visits to be scheduled at appropriate intervals in the project cycle. The Consultant will prepare a site visit report following each visit. Upon completion of punch-list items by the Contractor, a final inspection and sign-off of completed construction will take place.

2.3 As built Drawings

The Consultant will obtain data from the contractor and prepare as-built drawings for the City.

2.4 Meetings and Site Visits

TD&A will attend meetings with the Client and other project consultants during the course of the work described above as necessary for understanding and coordination. A total of two (2) meetings and three (3) site visits are included in the fee. The standard meeting and site visit procedure will be used during this contract to manage meetings and site visits. Site visits are not meetings.

3.1 Cost Estimates

The Contract Document plans and cost estimates will be submitted to the Client for review and approval at the submission of the 50% and 90% sets. All cost estimates will be included and, as necessary, add or deduct alternates shall be clearly identified.

3.2 Document Printing

A minimum of one day prior to the date of bid advertisement, the Team shall deliver to the Client 15 sets of prints of the contract documents and sets of specifications. These documents will be prepared, packaged and ready for contractor pick up.

3.3 Statement of Deliverables

Throughout the life of the contract, the Client will be supplied with the following deliverable items:

Schematic Design Phase

One schematic design plan revision	Full set of Construction Drawings
Project program statement	Electronic copy of drawing
Two meetings with the Client	As built drawings at project completion
One prebid and one preconstruct on meeting	Technical Specifications
Three total site visits during construction	15 sets of plans and specification
Cost Estimates – two total	
<i>Site survey not included (by other)</i>	

TIME SCHEDULE, PROCEDURE AND FEES

The TD&A fee for the Scope of Services indicated will be \$17,500. Out of pocket expenses required for the preparation of the above scope of services shall be in addition to the fee indicated above and usually range between 12% and 15%. Expenses will not exceed a total of \$2,450 under the agreed upon scope of services. Payment of the initial invoice will serve as notice to proceed. An initial invoice of \$6,500 will be submitted at project commencement. All rates as shown in the enclosed Appendix A-06 are current for one year from the date of the signed agreement. The Consultant will not proceed with additional services unless authorized in writing to do so by the Client. Only the Park Department or a designee may authorize such additional services. Changes in project scope, project budget, requirements, and design direction may be cause for additional services. If required, fees for work outside the scope described will be billed as extra services. Extra services may be prepared in collaboration with other consultants as necessary and appropriate. Extra services and attendant expenses will be in addition to the quoted fee.

Revisions

TD&A is pleased to make revisions to the plans and the program. If the concept plans are presented to the Client and changes are made, TD&A will make revision once as a part of this contract. If revisions are requested again, they will be made on a time and materials basis. If document changes are requested or if the program is changed after the after the construction drawing process has begun additional services may be charged.

Responsibility of the Client

Warning signs and other notices of danger or disclaimers of liability are the responsibility of the Client. Management of the facility is the responsibility of the Client. Issues related to water safety and safety of park users in general is the responsibility of the Client. Security of the facility and its contents are the responsibility of the Client. Facility maintenance and repair is the responsibility of the Client. It is the Client's responsibility to inspect facilities for damage, excessive wear, hazardous conditions and other conditions which may render the facility dangerous or unfit for use, and to take proper measures to prohibit use of the facility should such a condition exist. It is the Client's responsibility to provide accurate soil boring data prior to completion of conceptual design. It is the Client's responsibility to ensure the delivery of accurate topographic survey data to the Consultant. It is the responsibility of the Client to ensure that an environmental assessment of the subject site has been performed and that there are no potentially uninhibited environmental constraints on the property. It is also the Client's responsibility to designate a representative to serve as TD&A's prime contact.

TD&A Statement

ID&A will not and does not supervise construction activities. TD&A does not design, manufacture, represent or sell equipment used in the parks. Change orders are an expected, accepted and recognized practice used to conduct business on construction projects. TD&A is not responsible for Contractor mistakes, negligence, timelines or performance. Construction scheduling and performance is the responsibility of the contractor and not TD&A. The Contractor selected for this project will sign a contract with the Client and not TD&A. TD&A is not responsible for construction or maintenance of any facility it designs. This fee estimate does not include the cost of a survey if necessary. This cost does include electrical engineering for parking lot lighting and civil engineering for potential drainage connection to the storm sewer.

The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident of the work of Contractor(s). The Consultant shall report to the Client's representative of the progress of the work, and may recommend to the Client's representative approval or rejection of work failing to conform to the Contract Documents. Fees for multiple bids, excessive changes, multiple phases and other work performed by D&A or its subconsultants may cause fees to be billed for extra services. TD&A does not guarantee that the project will be fully constructed by the deadline date. The provision of appropriate base material for all work tasks in this project is the responsibility of the City. The City may dismiss TD&A at any time for any cause. The City is obligated to pay TD&A for services rendered up to the time of dismissal according to the invoice structure. For example, if TD&A is dismissed in month two, the city would be obligated to pay invoice three.

Peter T. Dyke, AICP
President

August 29, 2006

Stephen F. Stockton
For the City of Bloomington

September 29, 2006

Motion by Alderman Matejka, seconded by Alderman Crawford that the formal bidding process be waived, the agreement with Thompson Dyke and Associates be approved in an amount not to exceed \$19,950, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Replace a Pick up Truck for Lake Bloomington Using the State of Illinois Joint Purchasing Contract

Lake Bloomington currently has a 1999 Ford Pick up truck in need of replacement. This truck will be replaced with 2006 Ford F250 pick up truck with snow plow. Dennison Corporation currently holds State of Illinois Joint Purchasing Contract for this purchase. The purchase price of the new truck is \$28,233, less \$1,100 trade allowance for the old truck for a net purchase price of \$27,133. Funds are available in the Equipment Replacement Fund F50140-72130 for this purchase.

Staff respectfully recommends that Council waive the formal bidding process and authorize the purchase of a 2006 Ford F250 pick up truck with snow plow from Dennison Corporation in the amount of \$27,133 using the State of Illinois Joint Purchasing Contract, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

Respectfully,

Daniel Augstin
Director Fleet Management

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 131

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A 2006 FORD F250 PICK UP TRUCK WITH
SNOW PLOW FOR LAKE BLOOMINGTON FROM DENNISON CORPORATION IN
THE AMOUNT OF \$27,133 USING THE STATE OF ILLINOIS JOINT PURCHASING
CONTRACT**

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 2006 Ford F250 pick up truck with snow plow for Lake Bloomington from Dennison Corporation in the amount of \$27,133 using the State of Illinois Joint Purchasing Contract.

Adopted this 25th day of September, 2006.

Approved this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford that the formal bidding process be waived, the 2006 Ford F250 pick up truck with snow plow be purchased from Dennison Corporation in the amount of \$27,133 using the State of Illinois Joint Purchasing Contract, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Four (4) Hybrid Vehicles Using the State of Illinois Joint Purchasing Contract

There are four (4) vehicles in the fleet that are in need of replacement. Staff believes that with the replacement of these four vehicles it would be a good time to introduce gas electric hybrid vehicles into the fleet for evaluation of fuel economy and durability. Several weeks ago Ford Motor Company and Dennison Corporation provided the City with a Ford Escape Hybrid vehicle to be operated and evaluated by staff.

There are several areas of the fleet in which this type of vehicle could be assigned for evaluation. The first vehicle will be assigned to Parks Security, which entails slow speed operation in the City's parks. A second vehicle would be assigned to the Fire Chief, which entails traveling around the City and to and from his residence at Lake Bloomington. This would provide a very good test to evaluate a combination of city and highway driving. Two (2) vehicles would be assigned to the PACE Department, which would offer a good evaluation for every day city driving.

Staff respectfully recommends the purchase of two (2) Ford Escape AWD Hybrids, one (1) would be assigned to the Fire Department and the other to the Parks Security and two (2) Toyota Prius Hybrids both assigned to PACE.

Both vehicles are available from the State of Illinois Joint Purchasing Contract, the Ford Escape is available from Bob Riding, Springfield and the Toyota Prius from Dennison Corporation. The purchase price for the two (2) Ford Escape AWD Hybrid is \$53,390, (\$26,695 each) and the purchase price for the two (2) Toyota Prius is \$49,772, (\$24,886 each). There are four (4) vehicles which would be traded in on these purchases, two (2) vehicles to Bob Riding in the total amount of \$1,100 and two (2) vehicles to Dennison in the total amount of \$1600.

Funds are available in the Equipment Replacement Fund for these purchases, F15140-72130 and F15430-72130 for the two (2) vehicles for PACE, F15120-72130 for Fire and F14110-72130 for Parks.

Staff respectfully recommends that Council waive the formal bidding process and authorize the purchase of four (4) hybrid vehicles using the State of Illinois Joint Purchasing Contract, two (2) Ford Escape AWD Hybrids from Bob Ridding, Taylorville in the total amount of \$52,290 and two (2) Toyota Prius from Dennison Corporation, Bloomington in the total amount of \$48,172.

Respectfully,

Daniel Augstin
Director Fleet Management

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 132

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FOUR (4) HYBRID VEHICLES USING THE
STATE OF ILLINOIS JOINT PURCHASING CONTRACT: TWO (2) FORD ESCAPE
AWD HYBRIDS FROM BOB RIDDING, TAYLORVILLE IN THE TOTAL AMOUNT
OF \$52,290 AND TWO (2) TOYOTA PRIUS FROM DENNISON CORPORATION, IN
THE TOTAL AMOUNT OF \$48,172 FOR EVALUATION OF FUEL ECONOMY AND
DURABILITY**

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 Four (4) Hybrid Vehicles Using the State of Illinois Joint Purchasing Contract, two (2) Ford Escape AWD Hybrids from Bob Ridding, Taylorville in the total amount of \$52,290 and two (2) Toyota Prius from Dennison Corporation, in the total amount of \$48,172 for evaluation of fuel economy and durability.

Adopted this 25th day of September, 2006.

Approved this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford that the formal bidding process be waived, the purchase of four (4) hybrid vehicles using the State of Illinois Joint Purchasing Contract in the total amount of \$100,462 be approved, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Bid Analysis for Fox Creek Road and Scottsdale Avenue Improvements

Bidding proposals for the Fox Creek Road and Scottsdale Avenue Improvements were received until 2:00 p.m., Thursday, September 14, 2006, in the Office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Stark Excavating, Inc.	\$2,959,945.10 (Low Bid)
Rowe Construction Co.	\$3,131,775.73
Engineer's Estimate	\$3,664,886.30
<u>Budget</u>	<u>Bid Items</u>
\$2,300,000.00	\$2,019,773.07 Capital Improvement Funds (2003 Bond)
\$ 620,000.00	\$ 421,456.52 Storm Water Management Fund
\$ 360,000.00	\$ 398,715.51 Water Depreciation Fund
<u>\$ 120,000.00</u>	<u>\$ 120,000.00</u> Private Property
\$3,400,000.00	\$2,959,945.10 Totals

This project is only shown in the FY 2005-2006 budget.

The project consists of new concrete pavement, curb & gutter, water main, storm sewer, sidewalks and driveways throughout the project's limits.

The low bid for the project is less than the Engineer's estimate. An analysis of the bid shows that all but water related project items are within budget amounts. However, sufficient Water Depreciation funds are available to cover the extra amount. The Private Property amount shall be covered by Capital Improvement Funds and be reimbursed once the project is complete.

As all items are in order, staff respectfully recommends that Council accept the low bid of Stark Excavating, Inc. in the amount of \$2,959,945.10 and, further, that the Mayor and City Clerk be authorized to enter into a contract for said work with payment to be made with \$2,139,773.07 Capital Improvement Funds (X40152-72530), \$421,456.52 Storm water Management Funds (X55200-72540) and \$398,715.51 Water Depreciation Funds (X50200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford that the bid for Fox Creek Rd. and Scottsdale Ave. Improvements be awarded to Stark Excavating, Inc. in the amount of \$2,139,773.07, 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 Bidding Proposals for Ridgewood/Fox Creek Sewer Outfall

Bidding proposals were received until 10:00 a.m., Wednesday, August 23, 2006, in the Office of the City Clerk at which time and place the proposals were opened and read aloud. The bids were tabulated as follows:

George Gildner, Inc. (Low Bid)	\$51,968 (as corrected) \$51,768 (as read)
Stark Excavating, Inc.	\$58,744
Budget	\$65,000 (S.D.F.)
Engineer's Estimate	\$65,170

The proposed project consists of approximately 600 lineal feet of 12" ESVCP sanitary sewer connecting the Ridgewood Outfall Sewer to the existing sanitary sewer in Fox Creek Country Club Subdivision. The proposed sanitary sewer will also eliminate the temporary Ridgewood Sewage Pump Station located south of Fox Creek Road on Oakland Avenue.

Staff recommends that Council accept the low bid (as corrected) of George Gildner, Inc. in the amount of \$51,968, for the Ridgewood/Fox Creek Sewer Outfall and, further, that the Mayor and City Clerk be authorized to enter into a contract for the said work with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford that the bid for the Ridgewood/Fox Creek Sewer Outfall be awarded to George Gildner in the amount of \$51,968, 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: Change Order for Design Agreement with Farnsworth Group for the Main Branch Kickapoo Creek Pump Station Design, Force Main Design, Property Surveys, and the Brokaw Road Sanitary Sewer Property Surveys

Staff negotiated a agreement with the Farnsworth Group to complete the subject items on a time and materials basis for a total fee not to exceed \$256,000. The contract was approved by the Council on December 27, 2005. This contract was amended by the Council on March 13, 2006 and June 12, 2006 to include the additional services of easement acquisition, the design of a second force main, and geotechnical investigation of the pump station site respectively.

Additional service of easement acquisition did not include generating a legal description and plat for permanent easement south of the pump station site. This easement was agreed to during the acquisition of the pump station site. It provides us a $\frac{3}{4}$ mile long piece of corridor 40' in width to construct gravity sewer to the Village of Downs in the future.

Additional service to generate a legal description and plat for permanent easement south of the pump station would add \$10,780 to the amended agreement. Staff finds this change to the current agreement acceptable. Funds to complete this design and construct the pump station and force main are included in the current (FY 2006-2007) Capital Improvement budget.

Original Agreement	\$256,000.00
Change Order #1	12,000.00
Change Order #2	16,520.00
This Change Order	<u>10,780.00</u>
Total Agreement	\$295,300.00

Staff respectfully recommends that Council approve a change order with the Farnsworth Group to generate a legal description and plat for permanent easement south of the pump station on a time and materials basis for a total additional fee not to exceed \$10,780, and the Mayor and City Clerk be authorized to amend the original agreement for said work with payment be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 133

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$10,780 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND THE FARNSWORTH GROUP FOR PROFESSIONAL SERVICES FOR THE MAIN BRANCH KICKAPOO CREEK PUMP STATION DESIGN, FORCE MAIN DESIGN, PROPERTY SURVEYS AND BROKAW ROAD SANITARY SEWER PROPERTY SURVEYS

WHEREAS, the City of Bloomington has previously entered into a contract with the Farnsworth Group for professional services for the Main Branch Kickapoo Creek Pump Station Design, Force Main Design, Property Surveys and Brokaw Road Sanitary Sewer Property Surveys; and

WHEREAS, for the reasons set forth in a staff report dated September 25, 2006 it was necessary to perform additional services for easement acquisition which included generating legal description and plat for permanent easement; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 25, 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 \$10,780 in the contract between the City of Bloomington and The Farnsworth Group for professional services for the Main Branch Kickapoo Creek Pump

Station Design, Force Main Design, Property Surveys and Brokaw Road Sanitary Sewer Property Surveys be approved.

PASSED this 25th day of September, 2006.

ADOPTED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford that the Change Order for professional services with the Farnsworth Group for Main Branch Kickapoo Creek Pump Station Design, Fore Main Design, Property Surveys, and Brokaw Road Sanitary Sewer Property Surveys be approved in the amount of \$10,780, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen 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 Professional Services Agreement with Lewis, Yockey & Brown, Inc. for the US Cellular Coliseum Infrastructure Improvements

On March 8, 2004, the Council approved an agreement with Lewis, Yockey & Brown, Inc., (LYB), to provide civil engineering design services the for the US Cellular Coliseum's infrastructure improvements in an amount not to exceed \$88,000. The scope of the work included the design of pavement, storm sewers, and water mains within the project limits. A change order was approved on July 25, 2005, in the amount of \$7,500, for the addition of

preparation of pavement marking plans, raising the not to exceed total to \$95,500. The project is now complete and LYB has submitted a bill for additional services rendered in the amount of \$17,500. A letter of explanation from L. Duane Yockey, LYB, detailing the additional expenses is available. Staff has examined the request and finds the costs acceptable.

Original Contract	3/08/2004	\$88,000.00
Change Order 1	7/25/2005	\$ 7,500.00
<u>This Change Order</u>	9/25/2006	<u>\$17,500.00</u>
New Contract Total		\$113,000.00

Staff respectfully recommends that the City Council approve a change order to the contract with LYB in the amount of \$17,500, raising the not to exceed total to \$113,000, that the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted. Payment for this additional work will be made with Capital Improvement Funds (X40100-70050).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 134

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$17,500 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND LEWIS, YOCKEY & BROWN, INC. FOR US CELLULAR COLISEUM INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Bloomington has previously entered into a contract with Lewis, Yockey & Brown, Inc. for the US Cellular Coliseum Infrastructure Improvements; and

WHEREAS, for the reasons set forth in a staff report dated September 25, 2006 there were additional services rendered; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 25, 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 \$17,500 in the contract between the City of Bloomington and Lewis, Yockey & Brown, Inc. for US Cellular Coliseum Infrastructure Improvements be approved.

PASSED this 25th day of September, 2006.

ADOPTED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford that the Change Order for professional services with Lewis, Yockey & Brown, Inc. for the US Cellular Coliseum infrastructure improvements be approved in the amount of \$17,500, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order No. 2 Communication Center

During the course of completing the 911 Dispatch Center there were several smaller items that needed to be corrected and small electrical changes that needed to be made. These were last minute items that the architect and contractor were not previously aware of and were not anticipated. These items resulted in a change order from Felmley Dickerson in the amount of \$1,284. The previous contract amount was \$167,908. With this change order the final amount will be \$169,902. Funds for the original contract were drawn from line item X40100-72520.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford that the Change Order for additional work performed by Felmley Dickerson for the Dispatch Center be approved in the amount of \$1,284, and the Purchasing Agent be authorized to issue a Purchase Order to 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 to #5 Fire Station

As part of the construction of #5 Fire Station, staff would like to incorporate 'green' features into the building. These features will maximize the building's energy efficiency and make it as environmentally friendly as possible. As promised, staff will deliver a set of costs and benefits for consideration for these features which are not a part of the original building and design costs.

Staff needs to begin this process by researching available grant and funding opportunities and then make application. Staff respectfully requests that APACE Design, the architects, be allowed to research the available funding sources and make application for them. This would be done as a result of the building committee's collaboration with APACE. The additional work of determining what types of features are capable of receiving grants, where the funding is located and submitting a professional application for these funds would result in an additional fee of \$5,000 to the existing contract. Staff respectfully requests that the Change Order be approved in the amount of \$5,000. Funds for this additional expense will come from account X40100-70050.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford 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: Request to authorize the City Manager and Cultural District Director as Signors for the Verizon/BCPA Parking Agreements

Staff has negotiated an agreement with Verizon which will enable patrons attending public performances at the Bloomington Center for the Performing Arts (BCPA) to park free of charge in two (2) Verizon parking lots located one (1) block south of the BCPA on the south side of Douglas Street. Staff has reviewed this agreement language, and finds it acceptable. No payment is required to be paid by the City in exchange for these parking privileges.

Verizon's property management division requires that the City sign a separate Verizon issued agreement form for each performance that parking is requested. Given the frequency of public events at the BCPA, staff will be requesting parking for multiple events each week. To facilitate the execution of these frequent agreements, staff respectfully requests that Council authorize the City Manager and/or the Director of the Cultural District to sign these parking agreements on behalf of the City.

Respectfully,

Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford that the City Manager and/or the Executive Director of the Cultural District be authorized to sign agreements with Verizon for use of two (2) parking lots for BCPA events.

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 Retain Shive Hattery, Inc. to Provide Professional Services for Conducting a Heating, Ventilation and Air Conditioning (HVAC) Study of the City Hall System

On July 10, 2006 staff received Request for Qualifications (RFQ) from engineering firms to provide professional services associated with evaluating the City Hall HVAC system. Staff reviewed all RFQs, selected Shive Hattery, Inc. and negotiated a proposed contract to provide this service. These services include:

- I. Providing performance testing of the existing system.
- II. Identifying options to reduce building energy consumption and improve comfort.
- III. Ranking the options in economic value to the City.
- IV. Submitting a report which will detail the top three options for reducing energy consumption and improving comfort.

Staff respectfully recommends that Council approve the contract with Shive Hattery Inc. to provide professional services to evaluate the City Hall HVAC system in the amount of \$29,000 plus reimbursable expenses estimated to be \$900, and further, that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this work will be paid from the Capital Improvement Fund (X40100-72520).

Respectfully,

Bob Floyd
Facility Manger

Mark R. Huber
Director of PACE

Tom Hamilton
City Manager

Shive-Hattery, Inc.
2103 Eastland Drive
Bloomington, IL 61701

August 30, 2006

TO: City of Bloomington
ATTN: Mr. Bob Floyd, Facility Manager
City of Bloomington Government Center
115 E. Washington Street
Bloomington, IL 61702-3157

PROJECT NAME: Proposal for City Hall HVAC Study Dear Mr. Floyd:

Thank you for the opportunity to submit this proposal for the following services in reference to the HVAC Study at Bloomington City Hall. This proposal will outline our understanding of your project needs based on our conversation with you.

PROJECT DESCRIPTION

The Bloomington City Hall, 109 East Olive Street, has undergone several renovations since initial construction in the early 1960's. As a result of these renovations and changes-in-use, portions of the building have become uncomfortable. In addition, it is suspected that the building is consuming more energy than necessary. It is the purpose of this Study to report on the operating characteristics of the building and identify the probable conditions that are leading to poor temperature control. In addition, the City would like to evaluate the system for possible improvements to reduce energy consumption. The City would like the Study to contain a choice of options from which to choose. Budget information for each option will be provided in the Study for use by the City.

SCOPE OF SERVICES

Provide an investigation to study probable causes of heating, ventilating and air conditioning control and operational problems at City Hall. Shive-Hattery will provide services that consist of the following tasks:

1. Review existing documentation and perform a visual review of the existing facility. The review will be limited to accessible spaces only and will not require demolition.
2. Develop a questionnaire to survey the building occupants to identify environmental comfort issues. Shive-Hattery will develop the questionnaire and the owner will administer and collect results from the survey.
3. Provide a baseline energy-use model.

4. Provide a performance test of the existing HVAC system using a firm specializing in testing and balancing.
5. Provide a preliminary report of conditions and probable causes leading to comfort problems. These will be based on performance test results, occupant survey results, and visual review.
6. Identify options to improve comfort and reduce building energy consumption.
7. Rank the options in descending order of economic value to the City. Each option will include an order of magnitude cost opinion. Shive-Hattery will review the options that will be included in the final report with City staff. Three options will be selected to evaluate in more detail.
8. Review the final draft report one time with City staff.
9. Submit five hard copies of a final report and one electronic copy of the final report. Shive-Hattery will be available to make one presentation to explain the report and answer questions.

YOUR RESPONSIBILITIES

It will be the City's responsibility to provide the following:

1. Provide access to the site during normal working hours.
2. Notify building occupants that testing will be done in which air flow and temperature conditions will temporarily fluctuate.
3. Provide available drawings, specifications, as-built documents and utility usage.
4. Administer an Occupant Comfort Questionnaire and provide the results of the questionnaire to Shive-Hattery.

SCHEDULE

We will begin our services upon receipt of this executed Agreement, which will also serve as a notice to proceed. We will complete the scope of services per the following estimated schedule:

September 25, 2006 (3 weeks)

Initial investigation:
Provide questionnaire
Create baseline documents
Test operation of HVAC equipment.

October 23, 2006 (4 weeks)

Submittal of preliminary findings, scope item No. 5:

Determine condition of equipment
Identify viable options

November 20, 2006 (4 weeks)

Submittal of ranked options, scope item No. 7:
City to choose 3-best options for further evaluation.
Perform cost/benefit analysis on 3 options.

November 30, 2006 (2 weeks)

Submittal of final study

COMPENSATION

We will provide the scope of services for a lump sum fee of \$29,900.00 plus reimbursable expenses. We estimate these expenses to be \$900.00. Additional services will be performed on an hourly rate basis in accordance with our Standard Hourly Fee Schedule in effect at the time the services are performed, plus reimbursable expenses. The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Review meetings and presentations beyond those included in the Scope of Services listed above.

AGREEMENT

This proposal shall become the Agreement for Services when signed and dated by both parties.

THE ATTACHED STANDARD TERMS AND CONDITIONS, DATED JULY 2002, ARE MADE A PART OF THIS PROPOSAL AND AGREEMENT FOR SERVICES AND MUST BE RETURNED WITH A SIGNATURE OF ACCEPTANCE.

Thank you for selecting Shive-Hattery as your Engineering Consultant.

When you have executed this agreement, return a signed copy to us in the enclosed green envelope. We look forward to working with you. If you have any questions concerning this proposal, please contact us at (309) 662-8992.

Sincerely,

Chris Johns , P.E.
Project Manager

Fred J. Hahn, P.E.
Mechanical Engineer

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CITY OF BLOOMINGTON

BY: Stephen F. Stockton, Mayor

DATE ACCEPTED: October 4, 2006

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

Motion by Alderman Matejka, seconded by Alderman Crawford that the Contract with Shive Hattery Inc. for the City Hall HVAC Evaluation be approved in the amount of \$29,000 plus reimbursable expenses in the amount of \$900, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Agreement with Foth & Van Dyke for the Lafayette Street and Maple Street Reconstruction

Staff negotiated an agreement with Foth & Van Dyke to provide civil engineering services for the design of the pavement reconstruction on Lafayette St. from Morrissey Ave. to Maple St. and Maple St. from Lafayette St. to Beechwood Ave. in the amount of \$120,000. Both sections of Lafayette and Maple Streets are currently rural with ditches on either side. The project will involve the removal of the existing pavement and the construction of curbed and guttered streets with storm sewer. It is our objective to construct Lafayette St. as a two (2) lane facility with a middle bi-directional turn lane, while Maple St. will remain a two (2) lane facility. This project will also address site distance issues at Cottonwood and Lafayette and the configuration of the western leg of the Lafayette and Morrissey intersection.

The design of this project is included in the current budget as \$60,000 in Motor Fuel Tax (MFT) Funds for the design of Lafayette St. and \$20,000 in Capital Improvement Funds (CIF) for

Maple St. There are sufficient dollars available in both funds to cover the additional design expense.

Staff respectfully recommends that Council approve an agreement with Foth & Van Dyke to provide civil engineering services for design of Lafayette Street from Morrissey Avenue to Maple Street and Maple Street from Lafayette Street to Beechwood Avenue on a time and materials basis for a total fee not to exceed \$120,000, the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made with \$90,000 in Motor Fuel Tax Funds (X20300-72530) and \$30,000 in Capital Improvement Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

SCOPE OF SERVICES

**Lafayette Street: Maple Street to Morrissey Avenue
Maple Street: Lafayette Street to Beechwood Avenue
Pavement Reconstruction**

**City Project Nos. 50-01-42156-06-00 (Lafayette Street)
50-01-41154-05-00 (Maple Street)**

I. PROJECT OVERVIEW:

The Project shall be designed in accordance with the Illinois Department of Transportation - Bureau of Local Roads (BLR) standards, design criteria and specifications of the IDOT - Bureau of Local Roads, except as may be modified or approved by the City of Bloomington Engineering Department.

It is the City's intention to replace an existing two lane rural cross section along Lafayette Street with an urban cross section having two-lanes and a bi-directional turn lane from the western radius return of Morrissey Avenue and Lafayette Street and taper into an existing urban cross section west of Maple Street. Maple Street reconstruction will entail the replacement of the existing two-lane rural cross section pavement with a two lane urban cross section.

Plans shall be prepared in English Units (feet) and Illinois State Plane Coordinates using Microstation V8 software in accordance with the CAD conventions of the Illinois Department of Transportation, except as modified and approved by the City of Bloomington Engineering Department.

II. PROSECUTION AND PROGRESS:

The Consultant shall submit:

- A. Preliminary Plans shall be submitted to the City by January 15, 2007.
- B. Final Construction plans, specifications, estimate of time and estimate of cost shall be submitted to IDOT no later than May 1, 2007.

The project schedule is dependent on timely reviews by the City of Bloomington and IDOT and is based on known factors at the time of contract execution. Unforeseen delays in execution by other entities have not been factored into the project schedule.

III. FIELD SURVEYS

The Consultant shall provide the following field survey services as part of this contract:

- A. Field control field surveys.
- B. Field surveys to access the existing conditions and allow for the proper design of the construction plans.
- C. Courthouse research (obtain copies of subdivision plats, surveys, monument records, ROW plats & Easements).
- D. Field locate Section Corners & State Plane Coordinate Monuments, tie as needed.
- E. Locate, uncover and flag all property corner & existing ROW monumentation along project corridor. Locate Peripheral block, subdivision and property corners.
- F. Set & Tie Data Collection points throughout project.
- G. Traverse & Run Level Circuit through data collection points & Traverse Section Comer/State Plane Monuments.
- H. Provide the City with field notes and electronic data collected.

IV. ENVIRONMENTAL (MFT PROCEDURES)

- A. Compile and evaluate environmental information of record in accordance with IDOT BLR criteria. The information will be used to identify biological, wetland or cultural resources or special waste locations or the lack thereof and lend support for environmental clearance by various regulatory agencies. The ultimate goal is to obtain clearance to use State MFT Funds in construction of the improvement.
- B. Environmental Survey Request - The formal request for environmental review will be submitted to IDOT. The material gathered will be used to answer specific questions in an

online form on the IDOT website. Hard copies of the supporting materials collected are will be forwarded to IDOT for clearance.

C. A location map and the description of the work to be completed will be forwarded to the Illinois Historic Preservation Agency for clearance or identification of impacts on historic sites. The information obtained from IHPA will be included in the submittal package to IDOT.

D. An ECO-CAT Survey request shall be obtained from the Illinois Department of Natural Resources website. This information provides the location of protected natural areas and any endangered species in relation to the project location. The information obtained from DNR will be included in the submittal package to IDOT.

E. All information furnished to IDOT as support information will be furnished to the City of Bloomington. IDOT will complete, evaluate and determine if the project has any impacts. IDOT will issue a clearance statement to the City if no further mitigation is required.

V. TRAFFIC ANALYSIS AND INTERSECCION DESIGN STUDY

A. The City of Bloomington will furnish traffic counts that will be utilized to project future traffic movements for the established base and design years at the intersection of Morrissey Drive and Lafayette Street. Traffic counts with associated growth factors will be furnished to the City and will be utilized in any required Intersection Design Study as required by IDOT.

B. After consultation with the City and IDOT, if so required, intersection design studies meeting the standards established in the BLR Manual will be furnished to the City for review and approval. After the City review, the IDS shall be submitted to IDOT for review and approval.

VI. RIGHT-OF-WAY AND EASEMENTS

A. Compile and evaluate information of record for right-of-way evaluation, including title search.

B. Perform legal survey(s) to include sufficient information to prepare right-of-way plats and easement plats (permanent and temporary).

C. Prepare plats complete with legal descriptions for all right-of-way and permanent easements.

D. Prepare legal descriptions of all temporary working easements.

VII. DESIGN STAGES AND CONSTRUCTION PLANS

A. Utility Coordination

1. Compile and evaluate information of record for utility locations by identifying utility companies thru contacting J.U.L.I.E. or holding a utility coordination meeting. The recent sanitary sewer project in the area will be a good source of as built information. Utilities will be located by having utilities staked in the field or by providing sheets for markup by the individual utility companies for inclusion in project drawings.

2. Utilities will be checked against the proposed improvements to identify conflicts or potential conflicts. Information will be contained within the plans identifying the location of the utility conflict and the status of its disposition. Utility location agreements between the City and the individual utility companies will be based on the conflict sheet shown in the plans.

3. In certain cases, such as with water mains or sanitary sewer relocations may be included in the construction plans.

B. Drainage Analysis

1. The existing conditions in the watershed will be analyzed to determine the drainage areas, drainage patterns, the capacities of drainage pipes and structures. This information will be shown on an existing conditions map.

2. A proposed condition map will be produced to demonstrate alternate paths for a portion of the surface water flows in the watershed due to the reconstruction of Lafayette and Maple Streets. Opportunities to divert water to relieve upstream flooding, ponding or capacity issues along the Beechwood Street storm system may be accomplished by diverting surplus flows to the proposed Lafayette and Maple Street storm sewer.

3. A drainage report describing the characteristics of the existing watershed and the proposed addition of drainage structures along Lafayette Street and Maple Street will be presented to the City for review

C. Concept - 10% Complete

1. Complete topographic survey and identify issues with existing grade and utilities.

2. Prepare several concepts for fitting pavement into the existing constraints and present them in-house and onsite.

D. Preliminary - 50% Complete

1. Prepare plans, profiles and cross-sections to show selected concept and present these items both in-house and onsite. Plans shall show all existing utilities and identified conflicts.

2. Provide paper and electronic copies of all calculations used in the design process included but not limited to the following areas:

- a) Pavement Design Calculations.
- b) Earthwork Design Calculations.
- c) Drainage Calculations - Including a map showing the areas draining into the pavement section.
- d) Calculations determining capacity of downstream utilities (storm sewer and sanitary sewer).

3. Provide a digital cost estimate and estimate of time to complete construction.

C. Final - 95% Complete

1. Prepare Construction Plans in Microstation V8 format that clearly provide the ability to construct the work by the Contractor with the following sheets (as necessary):

- a) Title Sheet (w/Sheet Index).
- b) General Notes, Standard List, Legend/Abbreviations.
- c) Horizontal/Vertical Control Schematic including control points, curve and superelevation data control ties, Temporary Benchmark Locations.
- d) Summary of Quantities.
- e) Schedules of Quantities.
- f) Pipe and Structure Schedule.
- g) Existing/Proposed Typical Sections for all pavements.
- h) Stage Construction/Maintenance of Traffic Plans.
- i) Removals/Relocations Plans.
- j) Plan/Profile Sheets (Horizontal Scale 1" = 20', Vertical Scale 1" = 5')
- k) Erosion Control Plan.
- l) Pavement Jointing Plans.

- m) Intersection Details for all intersections.
- n) Water main plans and details (if necessary).
- o) Traffic Signal Plans for full intersection including signal layout plan, cable plan, phase diagram, mast arm details and general notes, if applicable.
- p) Pavement Marking/Signing and Details.
- q) Miscellaneous details.
- r) Cross Section Sheets (with cross sections every 50 feet and at all driveways).
- s) IDOT Highway Standards.

2. Provide proper quality assurance prior to sending the Department of Engineering the preliminary set of construction plans for review. The Consultant shall ensure the following items as a minimum have been reviewed prior to submitting any construction plans for review:

- a) Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
- b) All items to be constructed directly correspond to a standard pay item or a special provision.
- c) All existing utilities have been checked against proposed facilities for horizontal and vertical conflict during construction.

3. Prepare the necessary documentation and provide a set of bidding documents covering the construction of the project. The Consultant shall ensure that there is a special provision for every pay item not being constructed per the standard. Special provisions shall be provided in digital format to the Department of Engineering.

D. Record Drawings

Upon completion of the project, the Consultant shall provide the City with record drawings of the project in the following formats:

- 1. Digital files in PDF format.
- 2. Digital files in DGN (Microstation V8) format with model space in Illinois State Plane Coordinates East Zone.

V. PREPARE NECESSARY PERMIT APPLICATIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING AREAS:

- A. Illinois Environmental Protection Agency (if applicable).
- B. Illinois Department of Transportation.
- C. Illinois Department of Natural Resources.
- D. US Army Corps of Engineers.
- E. Illinois Historic Preservation Agency.

VI. MEETINGS

- A. The Consultant shall allow for three project update meetings with the City of Bloomington, two meetings with IDOT and provide meeting minutes accordingly.
- B. Coordinate & Attend Joint Utility Meeting to gather design data.
- C. The Consultant shall also be present and provide exhibits and other supporting information for two public hearings.
- D. Attend three individual meetings with personnel from the City of Bloomington with affected property or business owners.

VI. THE CITY OF BLOOMINGTON WILL PERFORM OR PROVIDE THE FOLLOWING:

- C. The City will make available digital files of aerial photographs, contours and basic topography from the McLean County G.I.S. data to the Consultant for use in preparing exhibits, drainage calculations, etc.
- D.) The City will provide the Consultant with copies of such construction plans as the City may have on file for existing infrastructure within the project limits.
- E.) The City will provide to the Consultant existing traffic data and projections of future traffic for use in design of the structure.
- F.) The City will provide to the Consultant a soils study for the project area.
- G.) The City will provide a Phase I Archeological investigation if preliminary investigations determine that further study may be required.
- F.) The City will supply the Consultant with paper copies (and/or digital if available) of any sewer, water, or miscellaneous details owned by the City which may assist in the preparation of construction documents.

(PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX FUNDS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford that the Agreement for professional services for the reconstruction of Lafayette and Maple Streets with Foth & Van Dyke in the amount of \$120,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen 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 Fund Nutrient Management Program for the Evergreen Lake Watershed

As part of the source water quality protection program, staff has been working with the McLean County Soil and Water Conservation District to develop and implement methods of limiting the amount of nutrients entering the reservoirs. The nutrients that are of the most interest are nitrogen compounds (particularly nitrates) and phosphorus. High nutrient levels can fuel the growth of high levels of algae in the lakes, which can result in taste and odor causing compounds in the finished water. State and Federal drinking water standards limit the allowable amount of nitrates that can be present in the finished water, and both of the reservoirs are listed by the Environmental Protection Agency as impaired by high phosphorus concentrations.

The sources of nutrients entering the lakes include stream bank and lake shoreline erosion, along with farm field and drainage runoff. The proposed funding will be used to provide cost sharing to producers in the Evergreen Lake watershed for implementing nutrient management plans for their farm fields. Soil tests are used by certified crop advisors to develop customized fertilizer application plans for individual fields. Precision application of nutrients results in lower overall application rates, and less nutrients that can be lost from the fields.

Due to the active participation and positive results from previous, smaller scale, nutrient management programs, the Sand County Foundation selected the entire Lake Bloomington watershed as the recipient of Agricultural Incentives Project funding for nutrient management planning. The Sand County Foundation has already disbursed over \$150,000 in cost share funds

during the 2006 crop year. The Foundation announced that the project will be funded again for the 2007 crop year. Staff wishes to expand the program to the Evergreen Lake watershed, using Water Department funds, for the 2007 crop year. Funding for the Evergreen Lake Nutrient Management Program in the amount of \$100,000 was approved in the FY06/07 budget under the capital project titled: Stream Bank Stabilization, Easement or Purchase.

The cost share rates will be identical to those in the Lake Bloomington watershed, but they will be disbursed by the McLean County Soil and Water Conservation District. Staff respectfully requests that Council approve the disbursement of funds through the McLean County Soil and Water Conservation District for the Evergreen Lake Watershed nutrient management project, in an amount not to exceed \$100,000. Payment for this project will be made with Water Depreciation Funds, Stream Bank Stabilization, Easement or Purchase 5020-X50200-72510.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford that the disbursement of \$100,000 to the McLean County Soil and Water Conservation District for the Evergreen Lake Watershed Nutrient Management Project 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: Acquisition of Part of 3317 Fox Creek Road for Fox Creek - Scottsdale Road Improvements

The City needs to acquire a portion of the property located at 3317 Fox Creek Road for the Fox Creek-Scottsdale Road Improvement project. This property is owned by Mike and Kathy Fulton. The City needs .19 acres of land along their south property line. The property is improved with a single family residence. The new road will cut across the lot at an angle which will make it an unusual shape after the take resulting in the house no longer facing the road.

Staff entered into negotiations with the property owners and reached the following agreement as to the amount of compensation to be paid for the right of way and damages to the remainder: \$20,000 for the land and \$15,750 for damages to the remainder for a total payment of \$35,750. The Fultons will also be allowed to connect to City water without payment of a tap on fee as additional consideration for the conveyance.

Staff respectfully recommends that Council approve the Contract for Sale of Real Estate for part of 3317 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: **Michael J. Fulton**

Buyer: **City of Bloomington**

Social Security No. or FEIN

Social Security No. or FEIN

Seller: **Katherine M. Fulton**

Address: **3317 Fox Creek Road**

Address: **109 E. Olive**

City/State/Zip: **Bloomington, IL 61704**

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

Attorney/Telephone/Fax: **Helen Ogar**

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

Street, P.O. Box: **108 W. Monroe**

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

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

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

Selling Broker/Telephone

Listing Broker/Telephone

Agent/Telephone/Fax

Agent/Telephone/Fax

Current Mortgage Holder/Loan #/Address/Telephone

CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between Michael J. Fulton and Katherine M. Fulton, 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:

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: Beginning at a monument found 386 feet west and 902 feet north (record dimensions) of the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, said point lying 11.59 feet normal distance east of station 135+47.76 on proposed centerline Fox Creek Road, thence South 57°-29'-46" West, along the centerline of existing public road and south line of the land of the Grantor, 131.33 feet to a rebar found on said centerline of existing public road; thence North 18°-51'-27" west along the west line of the land of the Grantor, 0.94 feet to a point on curve on the proposed north right of way line of Fox Creek Road; thence northeasterly, along said, proposed north right of way line, a curve to the right, convex to the northwest, with a radius of 911.00 feet and initial tangent bearing North 29°-29'-07" East, a distance of 190.58 feet; thence South 00°-26'-28" East, along the east line of the land of the Grantor, 85.23 feet to the point of beginning, containing 5,448 square feet (0.125 acres), more or less, of which 2,604 square feet (0.060) acres, more or less, lies within existing right of way by use.

~~with improvements, commonly known located thereon, to Buyer, who agrees to pay \$20,000.00 therefore and an additional \$16,000.00 as damage to the remainder in the manner following: \$ (inclusive of earnest money) upon the execution of this Contract;~~

- ~~_____ A. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 8;~~
- ~~_____ B. To be held in escrow until closing;~~
- ~~_____ C. To be delivered to Seller, receipt of which is hereby acknowledged;~~

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

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

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable) and shall deliver possession to Buyer ~~upon payment being made as herein provided~~, on or before the 31st day of October, 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 for 2006 and subsequent years. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

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

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

8. **FINANCING:** (Deleted)

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

10. **EQUIPMENT & INSPECTIONS:**

- A. **EQUIPMENT:** (Deleted)
- B. **INITIAL INSPECTIONS:** (Deleted)
- C. **RADON TESTING:** (Deleted)
- D. **WELL/SEPTIC TESTING:** (Deleted)
- E. **TOXIC OR HAZARDOUS WASTE:** Seller is unaware of any toxic or hazardous waster materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental

Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as stated in the Residential Real Property Disclosure Report.

F. FINAL INSPECTION: (Deleted)

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

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

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

13. **ADDITIONAL PROVISIONS:**

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

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

E. Time is of the essence of this Contract;

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

G. *Seller shall grant Buyer a Temporary Working Easement for working and maneuvering space for equipment, earth and personnel during construction of the Fox Creek Road improvements, performing any work on Seller's property agreed to be done under the terms of this contract and matching Seller's property to the elevation of the road improvements following construction for no additional consideration.*

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 B attached hereto and take such steps as are necessary to vacate the right of way in that location.

- I. Buyer will reconstruct Seller's driveway approach in a location to be determined by Seller.*
- J. Seller may connect the existing single family residence to the City of Bloomington water line adjacent to Seller's property without payment of a tap on fee.*
- K. Buyer will remove Seller's existing aggregate driveway between the new right of way line for Fox Creek Road and a concrete pad in front of Seller's house, fill, finish grade and seed the area. All work to be performed in conjunction with and in accordance with the specifications contained in the construction contract for Fox Creek Road.*

14. **ESCROWEE:** (Deleted)

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

16. **PREPARATION AND APPROVAL:** This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by Helen E. Ogar, Sellers 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, 1998 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

Michael J. Fulton

City of Bloomington, a Municipal Corporation

Katherine M. Fulton

Stephen F. Stockton

October 11, 2006

Attest:

Tracey Covert,
By: Julie Phillips, Deputy City Clerk

October, 11, 2006

Motion by Alderman Matejka, seconded by Alderman Crawford that the Contract for Sale of Real Estate with Mike and Kathy Fulton be approved in the amount of \$35,750, 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 Outlot 1 Fox Creek Country Club Subdivision for Fox Creek Road - Scottsdale Road Improvements

The City needs to acquire part of Outlot 1 in Fox Creek Country Club Subdivisions and obtain a sight and utility easement across the property for the Fox Creek-Scottsdale Road improvements. This property will ultimately be divided into lots as shown on the Preliminary Plan for the Fox Creek Country Club Subdivision. The City needs .35 acres for road right of way and will burden another .15 acres with a sight distance and utility easement. The take and the easement together will result in the loss of one lot shown on the Preliminary Plan for the subdivision.

Rather than buy the land and easement, staff worked out an arrangement to exchange land for the necessary right of way and thereby keep the subdivision whole. The City purchased the land adjacent to this property from David Keiser several years ago for construction of Fox Creek Road. Keiser's entire 7 acre parcel was purchased knowing that all of the land was not needed for the road. Keiser was given the right to repurchase any surplus property after the road was complete at the then fair market value. Staff saw that some of the surplus Keiser land could be incorporated into the Fox Creek Subdivision to replace the lot lost by the City's take and asked Keiser to relinquish his right to that property. Keiser agreed on the condition that the City allow him to repurchase the remaining surplus property for \$32,000 per acre. Staff has had property in the area appraised for other right of way acquisitions and believes that Keiser's requested price reflects current fair market value for this type of land.

Staff prepared a Contract for Exchange of Sale of Real Estate for the right of way and an Intent to Exercise Option to Repurchase for the property to be exchanged for the right of way. Staff respectfully recommends that Council approve the Contract and the Option. There will be no expenditure of funds required to complete the transaction as proposed.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Intent to Exercise Option to Repurchase

The undersigned, David and Wilma Keiser, being the Sellers in a certain Contract For Sale of Real Estate entered into with the City of Bloomington as Buyer on June 13, 2001 for the sale of the property commonly known as 3404 Fox Creek Road do hereby exercise our option to repurchase a part of said property as provided in paragraph 13 G of the said Contract for Sale of Real Estate.

We wish to repurchase Lot 1 as shown on the Final Plat of Blue Ash Subdivision attached hereto as Exhibit A and incorporated herein by reference.

We do not wish to repurchase Outlots A, B or C as shown on the aforesaid plat of subdivision and hereby release any and all right we may have to repurchase any of the property contained in such outlots under paragraph 13 G of the Contract.

We hereby offer to pay \$32,000.00 per acre for the land to be repurchased and the exercise of our option to repurchase is contingent upon the City agreeing to that price.

Payment shall be made on or before December 31, 2008, provided that payment shall be made within 60 days of construction of Fox Creek Road improvements abutting the property

Dated this _____ day of September, 2006.

David Keiser

Wilma Keiser

Acceptance

The City of Bloomington accepts the offer to pay \$32,000.00 per acre for Lot 1 of the Blue Ash Subdivision. City will deliver warranty deed to said property upon receipt of the purchase price and recording of the final plat of subdivision.

City of Bloomington

Attest:

By: Stephen F. Stockton

Tracey Covert

Mercer Turner as Trustee of Trust CC-1

City of Bloomington

Address-

Address: **109 E. Olive Street**

City/State/Zip:

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

Attorney/Telephone/Fax:

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

Street, PO Box:

Street, PO Box: **109 E. Olive Street**

City/State/Zip:

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

CONTRACT FOR EXCHANGE OF REAL ESTATE

THIS CONTRACT is entered into between the City of Bloomington, hereinafter referred to as City, and Mercer Turner as Trustee of Land Trust No. CC-I, hereinafter referred to as Trustee, who agree as follows:

1. **DESCRIPTION:** City and Trustee each own the following described parcels of property shown on the drawings attached hereto as Exhibits A & B:

A. City property

Outlot C on the Final Plat of the Blue Ash Subdivision No. 1. See Exhibit A.

B. Trustee property

Part of Outlot I of Fox Creek Country Club Subdivision. See Exhibit B.

City will convey Outlot C to Trustee and Trustee will convey the right of way and easements shown on Exhibit B to City. There shall be no cash consideration due from either party for the property interests being conveyed.

2. **EVIDENCE OF TITLE:** Each party will provide the other with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to the property to be conveyed 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 each shall have until date for delivery of deed to correct such defects.

3. **DEED AND POSSESSION:** City will convey fee simple title to Outlot C to Trustee by Warranty Deed and shall deliver possession to the property on or before the 1st day of September, 2006. Trustee will convey fee simple title to and grant an easement across that part of Outlot I Fox Creek Country Club Subdivision shown as Exhibit B on or before the 31st day of December, 2006.

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:** (Deleted.)

6. **ENCUMBRANCES:**

A. Mortgages, if any, shall be released within ninety days of the date deed is delivered. The 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 or the proposed use thereof as an electrical transmission substation.

7. **TOXIC OR HAZARDOUS WASTE:** Neither City nor Trustee are aware of any toxic or hazardous waste materials being stored or having been stored on their respective properties or the existence of any underground fuel storage tanks on those properties, and further represent that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with their property.

8. **WARRANTIES:** Each party provides the following warranties with respect to the property being transferred by that party:

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

~~B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all said property, together with all appliances and mechanical systems built into the premises are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;~~

~~C. Additional Warranties:—~~

9. **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. 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 Trustee executes the contract;

E. 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.

10. **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.

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

12. **SETTLEMENT:** Closing shall be held at such place as the parties may agree.

13. **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.

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

Mercer Turner as Trustee
for Land Trust No. CC-1

City of Bloomington

By: Mercer Turner

By: Stephen F. Stockton

Attest:

Attest:

Tammie Keener

Tracey Covert

(EXHIBIT A. BLUE ASH SUBDIVISION FINAL PLAT AND EXHIBIT B. RIGHT OF WAY PLAT FOX CREEK ROAD AND SCOTTSDALE AVENUE ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford that the Contract and Option to Exercise Intent to Repurchase be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Acquisition of Part of 3406 Scottsdale Road for Fox Creek - Scottsdale Road Improvements

The City needs to acquire a portion of the property located at 3406 Scottsdale Road for the Fox Creek-Scottsdale Road improvement project. This property is owned by Roberta Carson. The City needs .410 acres along the north property line. There are fourteen (14) mature trees within the area of the take.

Staff entered into negotiations with the property owner and reached the following agreement as to the amount of compensation to be paid for the right of way and damages to the remainder: \$45,000 for the land and \$50,000 for damages to the remainder. The payment for damages is high in this case because of the number of trees that will be lost and the change to the property after construction of the road. Ms. Carson's house currently sits at the end of a gravel lane that only provides access to her house. After the construction of Scottsdale Avenue, Ms. Carson will front on a four (4) lane road that will carry all of the traffic that previously traveled around her on the existing alignment of Fox Creek Road. This significantly changes the condition of her property and justifies payment of damages in the amount indicated. The total payment to Ms. Carson will be \$95,000. Staff prepared a contract for the purchase on these terms.

Staff respectfully recommends that the Council approve the Contract for Sale of Real Estate in the amount of \$95,000 for part of 3406 Scottsdale Road. Funds for this acquisition are available in # X40152-72530.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Seller: Roberta Ann Carson

Buyer: City of Bloomington

Social Security No. or FEIN

Social Security No. or FEIN

Address: **3406 Scottsdale Avenue**

Address: **109 E. Olive Street**

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

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

Attorney/Telephone/Fax: **Robert Lenz**

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

Street, PO Box: **205 N. Main Street**

Street, PO Box: **109 E. Olive Street**

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

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

Listing Broker/Telephone

Selling Broker/Telephone

Agent/Telephone/Fax

Agent/Telephone/Fax

Current Mortgage Holder/Loan #/Address/Telephone

CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between Roberta Ann Carson, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

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

Part of the Northwest Quarter of Section 24, Township 23 North, Range 1 East of the 3rd Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of the Northwest Quarter of Section 24, Township 23 North, Range 1 East of the 3rd Principal Meridian; thence South 89°-32'-29" East, along the south line of said Northwest Quarter of Section 24, 958.91 feet to a point at Station 0+00.00 on proposed centerline Scottsdale Avenue, said point also being the true point of beginning; thence North 00°-49'-59" West, along the west line extended of Palmer Subdivision No.1, 33.01 feet to the Southwest corner thereof; thence south 89°-32'-29" east, along south line of said Palmer Subdivision No. 1, 541.65 feet; thence South 00°-58'-02" east along said south line of Palmer Subdivision No. 1, 33.01 feet to said south line of the Northwest Quarter of Section 24; thence North 89°-32'-29" west along said south line of Northwest Quarter of Section 24, 541.73 feet to the point of beginning, containing 17,876 square feet (0.410 acres), more or less.

~~With improvements, commonly known as _____ located thereon, to Buyer, who agrees to pay \$45,000, therefore and an additional \$50,000.00 as damage to the remainder 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 15th day of October, 2006, and on receipt of deed.

2. **EVIDENCE OF TITLE:** ~~Not less than 14 days prior to closing, Seller will furnish Buyer with~~ *Buyer shall obtain* written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners tide 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 Temporary Easement in the form attached hereto as Exhibits B and deliver possession to Buyer ~~upon payment being made as herein provided~~, on or before the 15th day of October, 2006. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

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

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

6. **ENCUMBRANCES:**

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

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

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

8. **FINANCING:** (Deleted)

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

10. **EQUIPMENT & INSPECTIONS:**

A. EQUIPMENT: (Deleted)

B. INITIAL INSPECTIONS: (Deleted)

C. RADON TESTING: (Deleted)

D. WELL/SEPTIC TESTING: (Deleted)

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

F. FINAL INSPECTION: (Deleted)

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

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

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

13. **ADDITIONAL PROVISIONS:**

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

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

E. Time is of the essence of this Contract;

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

G. Buyer shall waive payment of tap on fees for connecting the existing single family dwelling to the City of Bloomington water and sewer systems. The waiver shall be limited to tap on fees assessed by the City of Bloomington only. Seller shall be required to pay connection fees charged by the Bloomington Normal Water Reclamation District.

H. Seller shall give Buyer a Temporary Working Easements across the property shown on the Right of Way Plat Fox Creek Scottsdale Road attached hereto as Exhibit A for no additional consideration, which easement shall be given on the terms provided in the form of Temporary Easement attached hereto as Exhibit B.

I. Buyer will protect the ~~two~~ trees identified on the drawing attached hereto as Exhibit C as "existing tree to remain" during construction of the road improvements by placing construction fencing around the trees and taking care to keep construction equipment a safe distance away from the base and branches of the trees.

14. **ESCROWEE:** (Deleted)

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

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

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

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

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

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

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

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

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

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

SELLER

Roberta Ann Carson

September 14, 2006

BUYER

City of Bloomington, a Municipal Corporation

Stephen F. Stockton,

September 26, 2006

Attest:

Tracy Covert,

September 26, 2006

(EXHIBIT C DEMOLITION PLAN – SCOTTSDALE AVENUE ON FILE IN CLERK’S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford that the Contract for Sale of Real Estate with Roberta Carson be approved in the amount of \$95,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Disposition of 1003 N. Hinshaw

The site at 1003 N. Hinshaw previously contained a single family dwelling which was condemned and subsequently demolished by the City. In lieu of repayment of demolition costs, the lot was donated to the City in February, 2001. It was the City's original intention to rebuild on the site. However, due to funding cuts in the Community Development Block Grant program, the City is disposing of some of its surplus property. The Code Enforcement Division recently contacted the owners of the adjacent property to the north to determine if they had any interest in purchasing the property. Subsequently, we received an offer to purchase the vacant lot from the Langhoff's for \$8,000. The appraised value of the site is \$8,000. As with any sale of property, the sale is subject to Council approval.

Staff respectfully requests that the Council approve the sale of 1003 N. Hinshaw to Walter F. and Shirley D. Langhoff for the price of \$8,000, and instruct the Corporation Counsel Office to proceed with the real estate closing.

Respectfully,

Mark R. Huber
Director of PACE

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford that the sale of 1003 N. Hinshaw to Walter F. and Shirley D. Langhoff be approved in the amount of \$8,000, and the Corporation Counsel Office proceed with the real estate closing.

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: Reimbursement Resolution for Public Improvements

Staff anticipates a bond issue in a year or so to move forward on several needed public improvements. One such improvement would be the sanitary sewer project for the Grove at Kickapoo Creek Subdivision. This improvement will take several years to complete. The City will incur costs now as the project begins. In order to reimburse the City for these up front costs from the future bond issue, a reimbursement resolution must be adopted. This action will not change the costs of this project. It is a technical step in the process of moving this project forward.

Staff respectfully requests that the Council adopt a Resolution allowing the reimbursement to the City for funds used to pay for needed public improvements until the Bond Issue can be completed.

Respectfully,

Brian Barnes
Finance Director

Tom Hamilton
City Manager

(RESOLUTION 2006 - 135 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford 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: Resolution for Improvement by Municipality Under the Illinois Highway Code for Traffic Signals at the Intersections of MacArthur & Center and MacArthur & Main, Motor Fuel Tax No. 03-00330-00-TL

In order to expend Motor Fuel Tax (MFT) Funds on a project, the Illinois Department of Transportation (IDOT) requires the Council to adopt a Resolution appropriating the necessary funds. This Resolution will appropriate \$120,000 for the installation of traffic signals at two (2) intersections: MacArthur Avenue & Center Street (southbound Business Route US 51) and

MacArthur Avenue & Main Street (northbound Business Route US 51). These signals will be added to the coordinated signal network in the Central Business District.

This project is included in the proposed FY 2006-2007 budget for \$120,000 in MFT Funds.

Staff respectfully recommends that the Council adopt a Resolution appropriating \$120,000 in MFT Funds for Improvement by Municipality Under the Illinois Highway Code for Traffic Signals at the Intersections of MacArthur & Center and MacArthur & Main, Motor Fuel Tax No. 03-00330-00-TL.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(RESOLUTION 2006 - 136 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Matejka, seconded by Alderman Crawford 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: Members of the City Council

From: Liquor Commission

Subject: Application of Ma Vehari, Inc., d/b/a Buddy's Liquor, located at 2303 E. Washington, 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 Ma Vehari, Inc. d/b/a Buddy's Liquor, located at 2303 E. Washington, 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, Rich Buchanan, and Marabeth Clapp; Hannah Eisner, Deputy Corporation Counsel,

and Tracey Covert, City Clerk; Dilip and Nita Patel, and P.J. Patel, owners/operators and Applicant representatives.

Commissioner Stockton requested that the Applicants explain their business plan. He also questioned their liquor experience. Dilip Patel, owner and Applicant representative, addressed the Commission. Mr. Patel had been an auto mechanic in Schaumburg, IL for the past twelve (12) years. He had closed his business and was in the market for something new. He would provide the store's management on a day to day basis. He was currently shopping for a home in the community. Nita Patel, owner and Applicant representative, addressed the Commission. She was employed as a medical technologist. She was present to support her husband. P.J. Patel, operator and Applicant representative, addressed the Commission. He would become Ma Vehari, Inc. third stockholder. He had been employed at the store for the past one and a half (1½) years.

Commissioner Buchanan questioned who would manage the store in his absence. Mr. Patel noted P. J. Patel would act as store manager. He had been employed at Buddy's for the past one and a half (1½) years.

Commissioner Stockton questioned if the Patels planned any changes. Dilip Patel responded negatively.

Commissioner Clapp questioned the Applicants' background in alcohol sales. Dilip Patel informed the Commission that he was currently in training at Buddy's. Commissioner Clapp questioned if there had been any issues and/or violations at the store. Mr. Patel responded negatively. Commissioner Clapp noted that it would be Mr. Patel's intention to follow the current store's operating procedures. She also questioned the store's clientele. Mr. Patel noted that there was a wide variety of ages.

Commissioner Buchanan noted the floor plan. Dilip Patel noted that the business would be known as Buddy's Liquor. Mrs. Patel informed the Commission that Buddy's would only offer liquor for sale. Commissioner Buchanan noted that he had visited the store this afternoon. He questioned if there would be any changes to the store layout/floor plan. Dilip Patel responded negatively.

Hannah Eisner, Deputy Corporation Counsel, questioned the smallest size of alcohol which would be offered for sale. P.J. Patel noted twenty-four ounces (24 oz.). Commissioner Stockton informed the Applicants that the Commission has held discussions regarding limiting the ability of packaged liquor license holders to sell cold single serve products.

Commissioner Buchanan questioned if the current license classification was a PAS. City staff responded affirmatively.

Based on the above, the Liquor Commission recommends to the City Council that a PAS liquor license for Ma Vehari, Inc., d/b/a Buddy's Liquor, located at 2303 E. Washington, be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Matejka, seconded by Alderman Crawford that a PAS liquor license for Ma Vehari, Inc., d/b/a Buddy's Liquor located at 2303 E. Washington, 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 GK Wings, Inc., d/b/a Wings, Etc., located at 511 Chancellor, for an RBS liquor license, which will allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of GK Wings, Inc., d/b/a Wings, Etc., located at 511 Chancellor, requesting an RBS liquor license which allows the sale of beer and wine by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Rich Buchanan, and Marabeth Clapp; Hannah Eisner, Deputy Corporation Counsel, and Tracey Covert, City Clerk; Greg and Karen Wilson, owners and Applicant representatives.

Commissioner Stockton requested that the Applicants explain their business plan. Greg Wilson, owner and Applicant representative, addressed the Commission. Wings, Etc. would be a sit down franchise restaurant. The corporation began in Indiana. There would be a small bar. The restaurant would offer seating for 150 and wait staff. A small outdoor patio would be roughed in. Commissioner Stockton questioned the location. Mr. Wilson noted that Wings, Etc. would be located close to Culvers.

Commissioner Buchanan noted the layout that was included in the liquor packet. He questioned if it was the standard franchise floor plan. Mr. Wilson informed the Commission that the layout was for the Springfield facility. He informed them that the bar would be L shaped. A second

entrance would be added for the patio. The Bloomington facility had to be fit on to the lot in order to meet the parking requirement. Commissioner Stockton requested that the Applicant provide a corrected layout/floor plan to the City Clerk's office. This would allow the City to define the premise.

Commissioner Buchanan noted that the bar offered ten to twelve (10 - 12) stools. He noted that the proposed patio did not show an outdoor bar. He questioned how bar service would be provided to the facility. Mr. Wilson noted that there would only be one (1) bar which would serve the patrons and the wait staff.

Commissioner Clapp questioned the Applicants' experience with alcohol service. Mr. Wilson noted that he had worked for establishments with liquor licenses. The franchise offered alcohol sales training. He had also purchased Chapter 6. Alcoholic Beverages.

Commissioner Clapp questioned if the Wilsons planned to offer outdoor music. Mr. Wilson responded negatively.

Commissioner Stockton noted that the business hours listed midnight as a closing hour. He questioned the atmosphere of the restaurant at 11:30 p.m. Mr. Wilson noted that there would be a mix of patrons in the dining area. The kitchen would be open until closing time. He added that there would also be patrons drinking at the bar. Commissioner Stockton noted that the Commission might place a stipulation upon the license which would not allow music outdoors on the patio. Mr. Wilson responded that this would not be a problem.

Commissioner Buchanan questioned if at any time Wings, Etc. would have the appearance of a bar. He noted that the Applicants provided information that existing Wings, Etc. list alcohol sales at twenty-four to twenty-seven percent, (24 - 27%) of total sales. Commissioner Stockton expressed his opinion that more alcohol is sold during the late evening hours. Mr. Wilson informed the Commission that Wings, Etc. was a new concept. Wings, Etc. would be different from Quizno's. The Applicants had operated the local Quizno's stores for the past nine (9) years.

Karen Wilson, owner and Applicant representative, addressed the Commission. She described Wings, Etc. as offering a family atmosphere. She described the clientele as a good mixture of all ages. Wings, Etc. would be similar to Buffalo Wild Wings.

Commissioner Stockton questioned if the Applicants had visited other franchise stores beyond the one in Springfield. Mr. Wilson responded negatively.

Commissioner Buchanan questioned if Wings, Etc. would offer television and arcade games. Mr. Wilson responded affirmatively. Commissioner Buchanan noted that there were a number of establishments in the City which operated as a restaurant "R" during the daytime and evening, and as a "T" tavern late at night.

Based on the above, the Liquor Commission recommends to the City Council that an RBS liquor license for GK Wings, Inc., d/b/a Wings, Etc., located at 511 Chancellor, be created, contingent

upon compliance with all applicable health and safety codes with the following conditions: 1.) that music not be allowed on the outdoor patio, and 2.) that the Applicant be put on notice that if the Commission determines that Wings, Etc. appears to be operating with a tavern atmosphere, then the establishment would be required to operate under “T” (tavern) rules after certain hours.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Matejka, seconded by Alderman Crawford that an RBS liquor license for GK Wings, Inc., d/b/a Wings, Etc., located at 511 Chancellor, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that music not be allowed on the outdoor patio, and 2.) that the Applicant be put on notice that if the Commission determines that Wings, Etc. appears to be operating with a tavern atmosphere, then the establishment would be required to operate under “T” (tavern) rules after certain hours.

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 Red Fire Grille, LLC, d/b/a Redfire Grille, located at 1605 Morrissey Dr., #106, for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Red Fire Grille, LLC d/b/a Redfire Grille, located at 1605 Morrissey Dr., #106, requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Rich Buchanan, and Marabeth Clapp; Hannah Eisner, Deputy Corporation Counsel, and Tracey Covert, City Clerk; Kevin and Jeanne Hull, owners/operators and Applicant representatives.

Commissioner Stockton requested that the Applicants explain their business plan. Kevin and Jeanne Hull, owners/operators and Applicant representatives, addressed the Commission. The Redfire Grille would be located at the site of the former Goodfellas in Brandtville. Mr. Hull had twenty-three (23) years of experience in the food service industry. He noted his catering background. They would be relocating to the area. The Redfire Grille would commence by offering dinner and brunch. Dinner entrees would feature steaks and seafood. Services would expand to offer lunch and banquets. The facility has two (2) banquet rooms.

Commissioner Stockton questioned the Hulls plan for the patio. Mr. Hull informed the Commission that the banquet facility would not open until next season, (winter 2007). The patio would be in long range plans, (summer 2008).

Commissioner Stockton questioned if the Redfire Grille was an original concept. Mr. Hull noted that as a chef his role was to turn food/labor costs around. His former employer expected him to turn failing restaurants around. He noted his liquor experience which involved more than wine and spirits. He anticipated that food sales would equal eighty percent (80%) while alcohol sales would total (20%).

Commissioner Stockton cited the experience of this location and Mr. Hull's intention to correct it. Mr. Hull expressed his opinion that the past restaurants had been mismanaged. The management did not have full understanding of the food industry. The site has good visibility with similar clientele anticipated due to the adjacent restaurants. Redfire Grille would be open from 4:00 to 10:30 p.m. It would be open for dinner. He did not anticipate a later closing time. He noted that he was not interested in attracting the college age crowd.

Commissioner Stockton noted that the Redfire Grille would offer quiet dining. He questioned the facility's appearance and the entree price range. Mr. Hull informed the Commission that the Redfire Grille would offer fresh fish, steaks, Creole, chicken, pork and pasta. Prices would range from \$10.99 - \$18.99. The menu would be similar to a restaurant he operated in Rochester, MN. The facility would be given an out front face lift. The fish tanks would be removed from the bar area and replaced with blackboards. These boards would be used to advertise daily specials. The up front fish tanks would remain. The logo would be red/yellow/black. The past month has been spent cleaning equipment. New carpets have been installed.

Commissioner Stockton noted that Mr. Hull had been associated with a number of restaurants which also held liquor licenses. He questioned if there had been any problems. Mr. Hull responded negatively.

Commissioner Clapp noted that the application cited jazz combo as potential live entertainment. Mr. Hull noted that he was not truly interested in pursuing this, but listed it to leave open the possibility. Commissioner Stockton noted that he enjoyed dinner music. He added that outdoor music can be problematic.

Commissioner Stockton put the Applicants on notice that if the restaurant were to stay open later hours and/or offer outdoor music, then the Commission may have to place conditions upon the license which might include "T" tavern rules.

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for Red Fire Grille, LLC, d/b/a Redfire Grille, located at 1605 Morrissey Dr., #106, be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Matejka, seconded by Alderman Crawford that an RAS liquor license for Red Fire Grille, LLC, d/b/a Redfire Grille, located at 1605 Morrissey Dr., #106, 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: Amendment to City Code Chapter 17: Section 35

Chapter 17, Section 35 had previously been amended to require Emergency Medical Technician - Paramedic licensure as a condition of hire for probationary firefighters hired after March 2, 2007. Anticipating staffing needs as a result of the pending changes in the delivery of pre hospital emergency medical care by the Fire Department, staff has determined that it is not feasible to hire any new probationary firefighters who are not licensed paramedics.

As a result, staff has determined that no new probationary firefighters will be requested until after the March 2, 2007 effective date of the Paramedic requirement. Therefore, the language which references the list of eligibles prior to March 2, 2007 is moot and staff respectfully requests that it be removed from the Ordinance.

Additionally, the Fire and Police Commission has requested the elimination of the reference in the Ordinance to candidates participating in the selection process prior to obtaining the required level of licensure. The Commission has received 149 applications for the current eligibility testing process, and only 22 of these applicants have indicated that they are licensed Paramedics.

Amending the Ordinance as requested will allow the Commission to limit the number of background investigations and oral interviews to those candidates who have paramedic licenses and are eligible to be hired as probationary firefighters. This will eliminate the expenditure of resources for background investigations and oral interviews on candidates who do not hold the licensure required to be hired.

Applicants who do not currently hold Paramedic licenses will remain in the candidate pool and will be eligible for background investigations and oral interviews when they receive their Paramedic license. Upon completion of those additional background investigations and oral interviews, those candidates will be inserted into the list of eligibles based on their final scores.

Staff believes the requested changes will not have any adverse impact on any potential candidate and will allow the Commission to make more efficient use of its resources.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 100

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 17 SECTION 35**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 35(a), be amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) No firefighter shall be hired for probationary appointment to the Bloomington Fire Department unless and until he or she shall have obtained certification from the State of Illinois as an Emergency Medical Technician/Paramedic. ~~provided however any person placed on a Register of Eligibles established prior to March 2, 2007 may be hired for probationary appointment to the Bloomington Fire Department if he or she has obtained certification from the State of Illinois as an Emergency Medical Technician/Basic. Nothing in the preceding sentence shall be construed as disqualifying a candidate from being examined for placement on the Register of Eligibles prepared by the Board of Fire and Police Commissioners prior to obtaining the necessary certification.~~

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Matejka, seconded by Alderman Crawford 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 Lot 7, Block 28 of Camp Potawatomie from Allan D. and Alice E. Eichholz to Kevin H. Breslin

Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 7, Block 28 of Camp Potawatomie from Allan D. and Alice E. Eichholz to Kevin H. Breslin. Staff has further reviewed the septic system inspection report. The septic system is sized correctly and is performing satisfactorily.

Staff therefore respectfully requests Council to authorize the approval of the Lake Bloomington Lease Transfer for Lot 7, Block 28 of Camp Potawatomie from Allan D. Eichholz and Alice E. Eichholz to Kevin H. Breslin.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Crawford that the Lake Lease Transfer 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: Petition from Laurence F. Hundman, Chairman, CIP, LLC, for Approval of an Easement Vacation and Dedication Plat for Lot 136, 138 and 140 in Airport Park Subdivision

We have received a Petition from Laurence F. Hundman requesting approval of an Easement Vacation and Dedication Plat for Lot 136, 138 and 140 in Airport Park Subdivision. The request is to vacate the 20 foot utility easement centered on the west line of Lot 140, which is the east line of Lot 138. Also, a portion of the 20' utility easement centered on the west line of Lot 138 is to be vacated. A new easement is to be dedicated which is north and west of the west line of Lot 138, extending into Lot 136. 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 existing or proposed public utilities and drainage ways.

As all items are in order, staff recommends that Council approve the Petition and adopt an Ordinance approving the Easement Vacation and Dedication Plat for Lot 136, 138 and 140 in Airport Park Subdivision.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR VACATION AND DEDICATION OF UTILITY EASEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

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

1. That your Petitioner is interested as Developer and Owner of the premises hereinafter depicted in the Easement Vacation Plat attached hereto as Exhibit A and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of the utility easements legally described on the attached Plat;
3. That said vacation of said utility easements is reasonable and proper because such utility easements are not needed for public right of way by said City;
4. Utility companies interested in said easement have consented to the vacation of the utility easements. Letters from the utility companies are attached hereto as Group Exhibit B.

WHEREFORE, your Petitioner prays that the utility easements described on the attached Plat be vacated.

Respectfully submitted,

CIP, LLC, an Illinois Limited Liability Company

By: Hundman Management, LLC, Manager

By: Laurence F. Hundman, Chairman

ORDINANCE NO. 2006 - 101

**AN ORDINANCE PROVIDING FOR THE VACATION AND DEDICATION OF
UTILITY EASEMENTS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation and dedication of Utility Easements; and

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

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

1. That the Utility Easement Vacation/Dedication Plat is hereby approved.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Easement No. 1 to be Vacated:

Commencing at The Southwest Corner Of Lot 138 In Airport Park Subdivision, Recorded as Document No. 2001-23503 in the Mclean County Recorder's Office, thence North 00° 28' 08" West 123.00 Feet Along the West Line of said Lot 138 to the Northwesterly Corner thereof; Thence North 51° 26' 52" East 136.92 Feet along the Northwesterly Line of said Lot 138 to the Point of Beginning of said Easement Vacation, from said Point of Beginning, Thence North 21° 22' 53" East 13.05 Feet to the Northwesterly Line of the 10 Foot Wide Easement Along the Northwesterly Line of said Lot 138; Thence North 51° 26' 52" East 53.25 Feet Along said Easement Line; Thence South 88° 37' 07" East 15.58 Feet to the Northwesterly Line of said Lot

138: Thence South 51° 26' 52" West 73.58 Feet Along the Northwesterly Line of said Lot 138 to the Point of Beginning.

Easement No. 2 To Be Vacated:

Commencing at the Southwest Corner of Lot 138 in Airport Park Subdivision, Recorded as Document No. 2001-23503 in the Mclean County Recorder's Office, Thence North 00° 28' 08" West 123.00 Feet Along the West Line of said Lot 138 to the Northwesterly Corner Thereof; Thence North 51° 26' 52" East 136.92 Feet Along the Northwesterly Line of said Lot 138 to the Point of Beginning of said Easement Vacation. From said Point of Beginning, Thence North 51° 26' 52" East 7158 Feet Along the Northwesterly Line of said Lot 138; Thence South 88° 37' 07" East 15.57 Feet to the Southeasterly Line of the 10 Foot Wide Easement Along the Northwesterly Line of said Lot 138; Thence South 51° 26' 52" West 93.89 Feet along said Easement Line; Thence North 01° 22' 53" East 13.04 Feet to the Point of Beginning.

Easement No. 3 To Be Vacated:

The East 10 Feet Of Lot 138 in Airport Park Subdivision, Recorded as Document No. 2001-23503 in the Mclean County Recorder's Office, Excepting Therefrom The North 15 Feet Thereof and also Except the South 15 Feet Thereof.

Easement No. 4 To Be Vacated:

The West 10 Feet of Lot 140 in Airport Park Subdivision 8th Addition, Recorded as Document No. 2004-32181 in the Mclean County Recorder's Office, Excepting Therefrom the North 15 Feet Thereof and also Except the South 15 Feet Thereof.

Easement To Re Dedicated:

A Strip of Land 15 Feet in Width Lying 7.5 Feet Each Side of the Following Described Centerline: Commencing at the Southwest Corner of Lot 138 in Airport Park Subdivision, Recorded as Document No. 2001-23503 in the Mclean County Recorder's Office, Thence North 00° 28' 08" West 123.001 Feet Along the West Line of said Lot 138 to the Northwesterly Corner Thereof; Thence North 51° 26' 52" East 127.14 Feet along the Northwesterly Line of said Lot 138 to the Point of Beginning. From said Point of Beginning, Thence North 01° 22' 53" East 61.01 Feet, Thence South 88° 37' 07" East 72.88 Feet to the Point of Termination on the Northwesterly Line of said Lot 138, Except Any Portion Lying Within the Existing 10 Foot Wide Easement Lying Northwesterly of the Northwesterly Line of said Lot 138.

Motion by Alderman Matejka, seconded by Alderman Crawford that the Vacation and Dedication be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition from J.C. Ebach, Owner, for Approval of an Easement Vacation Plat for Lot 8 and 9 in Hershey Plaza Subdivision 2nd Addition

We have received a Petition from J.C. Ebach, owner, requesting approval of an Easement Vacation for Lot 8 and 9 in Hershey Plaza Subdivision 2nd Addition. The request is to vacate the 20 foot utility easement centered on the south line of Lot 9, which is the north line of Lot 8.

All relevant private utility companies have reviewed the Plat and granted their approval of the easement vacation. Staff has also reviewed the Plat and find no conflicts with existing or proposed public utilities and drainage ways.

As all items are in order, staff recommends that Council approve the Petition and adopt an Ordinance approving the Easement Vacation Plat for Lot 8 and 9 in Hershey Plaza Subdivision 2nd Addition.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

**PETITION FOR VACATION OF UTILITY EASEMENT BETWEEN LOTS 8 AND 9 IN
HERSHEY PLAZA SUBDIVISION**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes J.C. Ebach, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as Owner in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of utility easement between lots 8 and 9 in Hershey Plaza Subdivision;
3. That said vacation of the utility easement is reasonable and proper because such utility easement is not needed for public right of way by said City.

WHEREFORE, your Petitioner prays that the utility easement between lots 8 and 9 in Hershey Plaza Subdivision be vacated.

Respectfully submitted,

By: Frank Miles
for J. C. Ebach

ORDINANCE NO. 2006 - 102

**AN ORDINANCE PROVIDING FOR THE VACATION OF UTILITY EASEMENT
BETWEEN LOTS 8 AND 9 IN HERSHEY PLAZA SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of utility easement between lots 8 and 9 in Hershey Plaza Subdivision; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said utility easement between lots 8 and 9 in Hershey Plaza Subdivision as requested in this case.

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

1. That the utility easement between lots 8 and 9 in Hershey Plaza Subdivision is hereby vacated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description of Easement Vacation

Legal Description Tract I

A part of Lot 8 in Hershey Plaza Subdivision 2nd Addition, according to the Plat thereof recorded as Document No. 2000-11815 in the McLean County Recorder of Deeds Office, in the NW ¼ of Section 1, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being the East 269.65 feet of the North 10 feet of Lot 8 in Hershey Plaza Subdivision 2nd Addition, Except the easterly 15 feet thereof.

Legal Description Tract II

A part of Lot 9 in Hershey Plaza Subdivision 2nd Addition, according the Plat thereof recorded as Document No. 2000-11815 in the McLean County Recorder of Deeds Office, in the NW ½ of Section 1, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being the East 269.65 feet of the south 10 feet of Lot 9 in Hershey Plaza Subdivision 2nd Addition, Except the easterly 15 feet thereof.

PIN # Part 21-01-101-008 and 21-01-101-013

Motion by Alderman Matejka, seconded by Alderman Crawford 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 from Land Trust FC - 1, Mercer Turner, Trustee, Requesting Approval of a Final Plat for the 15th Addition to Fox Creek Country Club Subdivision

We have received a petition from Land Trust FC - 1, Mercer Turner, Trustee, requesting approval of a Final Plat of the 15th Addition to Fox Creek Country Club Subdivision. Staff has reviewed the Final Plat and finds it in conformance with the Preliminary Plan approved November 14, 1994.

In accordance with the annexation agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, the developer is to pay \$4,000 per lot each time a lot zoned R-1B is sold.

Also, per the annexation agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.

As all items are in order, staff recommends that Council accept the petition and pass an ordinance approving the Final Plat for Fox Creek Country Club Subdivision, 15th 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 Mercer Turner as Trustee of Land Trust FC-1, 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 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 known and described as Fifteenth Addition to Fox Creek Country Club, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;

WHEREFORE, your petitioner prays that said Final Plat for the fifteenth Addition to Fox Creek Country Club subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mercer Turner
as Trustee of Land Trust FC-1

ORDINANCE NO. 2006 - 103

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE FIFTEENTH ADDITION
TO FOX CREEK COUNTRY CLUB 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 Fifteenth Addition to Fox Creek Country Club 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 the Final Plat of the Fifteenth Addition to Fox Creek Country Club Subdivision and is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Fox Creek 15th Boundary Description

A Part of Outlot 1 in Fox Creek Country Club in the City of Bloomington, Mclean County, Illinois According to the Plat Recorded as Document No. 95-26592 in the Mclean County Recorders office and Located in a Part of the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian and a Part of the Northwest Quarter of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian Described as Follows:

Beginning at the Southwesterly Corner of Lot 399 in the Eleventh Addition to Fox Creek Country Club;

Thence South $78^{\circ} 25' 45''$ East 180.00 Feet along the Southerly Line of Said Lot 399 Extended Southeasterly to the Easterly Right of Way of Piney Run;

Thence North $11^{\circ} 34' 15''$ East 6.43 Feet Along Said Right-of-Way to the Southwesterly Corner of Lot 398 in Said Eleventh Addition to Fox Creek Country Club;

Thence South $78^{\circ} 25' 45''$ East 227.23 Feet along the Southerly Line of Said Lot 398 and Lot 397 in Said Eleventh Addition to Fox Creek Country Club to the Westerly Line of Lot 5 Fox Creek Subdivision;

Thence South $49^{\circ} 15' 04''$ West 126.35 Feet along Westerly Line of Said Lot 5 Fox Creek Subdivision; Thence South $11^{\circ} 34' 16''$ West 274.01 Feet along Westerly Line of Said Lot 5 Fox Creek Subdivision;

Thence Southwesterly 221.11 Feet Along Westerly Line of Said Lot 5 Along a 440.00 Foot Radius Curve Concave to the Northwest Whose Chord Bears South $25^{\circ} 58' 03''$ West 218.79 Feet;

Thence South $40^{\circ} 21' 50''$ West 50.19 Feet along Westerly Line of Said Lot 5 Fox Creek Subdivision;

Thence Southwesterly 118.97 Feet Along Southwesterly Line of Said Lot 5 Along a 100.00 Foot Radius Curve Concave to the Southeast Whose Chord Bears South $6^{\circ} 16' 35''$ West 112.08 Feet to the Northeasterly Corner of Lot 512 in the Fourteenth. Addition to Fox Creek Country Club;

Thence South $67^{\circ} 11' 39''$ West 150.00 Feet along the Southerly Line of Said Lot 512 in Said Fourteenth Addition to Fox Creek Country Club to the Easterly Right-of-Way of Piney Run;

Thence Northwesterly 71.34 Feet Along the Said Right-of-Way of Piney Run Along a 250.00 Radius Curve Concave to the Northeast Whose Chord Bears North $10^{\circ} 37' 52''$ West 71.10 Feet;

Thence South $78^{\circ} 32' 38''$ West 198.12 Feet along the Northerly Line of Lot 484 in the Said Fourteenth Addition to Fox Creek Country Club to the Northwesterly Corner of Said Lot 484;

Thence North $27^{\circ} 48' 23''$ West 90.39 Feet Along the Northeasterly Line of Lot 452 in the Twelfth Addition to Fox Creek Country Club to the Northeasterly Corner of Said Lot 452;

Thence North $19^{\circ} 58' 38''$ East 192.15 Feet along the Easterly Lines of Lots 453, 454, and 455 in the Said Twelfth Addition to Fox Creek Country Club;

Thence North $39^{\circ} 12' 50''$ East 221.14 Feet along the Easterly Line of Lots 455, 456, and 457 in the Said Twelfth Addition to Fox Creek Country Club to the Northeasterly Corner of Said Lot 457;

Thence North 11° 34' 16" East 391.07 Feet Along the Easterly Line of Lots 458 and 459 in Twelfth Addition to Fox Creek Country Club and Along the Easterly Line of Lots 410 and 409 in Said Eleventh Addition to Fox Creek Country Club to the Point of Beginning.

Said Property Contains 6.51 Acres (2.6345 Hectares) More Or Less.

Motion by Alderman Matejka, seconded by Alderman Crawford 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 RBT of Illinois, LLC Requesting Approval of a Final Plat for the Harvest Pointe Subdivision

We have received a petition from RBT of Illinois, LLC requesting approval of a Final Plat for the Harvest Pointe Subdivision. This Final Plat shows a reduction in lot density, east of Harvest Pointe Boulevard, from 68 lots, shown on the Preliminary Plan of January 23, 2006, to 34 lots. Staff has no objection to this density reduction

There are fees required from this subdivision prior to recording the final plat.

As all items are in order, staff recommends that Council accept the petition and pass an ordinance approving the Final Plat for Harvest Pointe 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

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 RBT of Illinois, LLC, 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 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 known and described as Harvest Pointe Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner respectfully prays that said Final Plat for Harvest Pointe Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

RBT of Illinois, LLC.

By: Mercer Turner, Its attorney

ORDINANCE NO. 2006 - 104

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE HARVEST POINTE
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 Harvest Pointe 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 the Final Plat of the Harvest Pointe 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 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
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: Commencing at the intersection of 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, with the East Line of a parcel of land conveyed to St. Patrick's Roman Catholic Congregation of Merna by Deed recorded as Document No. 97-3108 in said Recorder's Office; thence north 369.98 feet along said East Line to the Point of Beginning. From said Point of Beginning, thence continuing north 315.10 feet along said East Line; thence east 120.03 feet along a line which forms an angle to the left of 89°-59'-16"

with the last described course; thence north 22.90 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course; thence east 180.00 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence south 27.00 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence east 142.15 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course; thence northeast 100.00 feet along a line which forms an angle to the left of $196^{\circ}-10'-12''$ with the last described course; thence southeasterly 3.61 feet along the arc of a curve concave to the east with a radius of 460.00 feet and the 3.61 foot chord of said arc forms an angle to the left of $90^{\circ}-13'-33''$ with the last described course to a Point of Tangency; thence southeast 19.03 feet along a line which forms an angle to the left of $180^{\circ}-13'-27''$ with the last described chord to a Point of Curvature; thence southeasterly 6.40 feet along the arc of a curve concave to the west with a radius of 560.00 feet and the 6.40 foot chord of said arc forms an angle to the left of $179^{\circ}-40'-21''$ with the last described course; thence east 1179.19 feet along a line which forms an angle to the left of $253^{\circ}-42'-27''$ with the last described chord; thence south 2.15 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence east 125.00 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course to the East Line of the Southwest Quarter of said Section 32; thence south 726.67 feet along said East Line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course to the North Right-of-Way Line of said Illinois Route 9; thence west 250.08 feet along said North Right-of-Way Line which forms an angle to the left of $88^{\circ}-31'-10''$ with the last described course; thence north 411.35 feet along a line which forms an angle to the left of $91^{\circ}-28'-50''$ with the last described course; thence west 1032.58 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course; thence south 183.00 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course; thence east 3.50 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course; thence south 60.00 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence west 3.50 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence south 141.66 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course to the North Right-of-Way Line of said Illinois Route 9; thence west 115.03 feet along said North Right-of-Way Line which forms an angle to the left of $88^{\circ}-31'-10''$ with the last described course; thence northeast 20.94 feet along a line which forms an angle to the left of $45^{\circ}-44'-25''$ with the last described course; thence north 124.08 feet along a line which forms an angle to the left of $225^{\circ}-44'-25''$ with the last described course; thence west 10.50 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course; thence north 60.00 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence east 10.50 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence north 183.00 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course; thence west 468.02 feet along a line which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 16.64 acres, more or less.

Motion by Alderman Matejka, seconded by Alderman Crawford 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 Lafayette Park, LLC, Requesting Approval of a Final Plat for the Lafayette Park Subdivision PUD

We have received a petition from Lafayette Park, LLC, requesting approval of a Final Plat for the Lafayette Park Subdivision, Planned Unit Development (PUD). Staff has reviewed the Final Plat and finds it in conformance to the Preliminary Plan, approved July 26, 2004.

There are fees required from this development prior to recording the final plat.

As all items are in order, staff recommends that Council accept the petition and pass an ordinance approving the Final Plat for Lafayette Park Subdivision PUD, subject to the Petitioner paying the necessary fees prior to recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Lafayette Park, LLC, 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 described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision to be known and described as Lafayette Park Planned Unit Development, 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: N/A.
4. 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 Lafayette Park Planned Unit Development, Bloomington, Illinois submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Lafayette Park, LLC

By: William C. Wetzel
Its attorney

ORDINANCE NO. 2006 - 105

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
LAFAYETTE PARK PLANNED UNIT DEVELOPMENT BLOOMINGTON, ILLINOIS**

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 Lafayette Park Planned Unit Development, Bloomington, Illinois, 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: N/A; 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 Lafayette Park Planned Unit Development, Bloomington, Illinois, 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 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of Lot 20 in County Clerk's Subdivision of Hunt's Subdivision of the East Half of the Southeast Quarter of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Lot 20. From said Point of Beginning, thence west 106.00 feet along the South Line of said Lot 20 to a point lying 224.00 feet west of the Southwest Corner, thereof; thence north 183.44 feet along a line which is parallel with the West Line of said Lot 20 and which forms an angle to the left of 87°-56'-22" with the last described course; thence east 105.80 feet along a line which is parallel with said South Line and which forms an angle to the left of 90°-02'-38" with the last described course to the East Line of said Lot 20; thence south 179.71 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning, containing 0.441 acre, more or less.

Motion by Alderman Matejka, seconded by Alderman Crawford 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 Lafayette Park, LLC, Requesting Approval of a Final Plat for the First Addition to the Lafayette Park Subdivision PUD

We have received a petition from Lafayette Park, LLC, requesting approval of a Final Plat for the First Addition to the Lafayette Park Subdivision Planned Unit Development, (PUD). Staff has reviewed the Final Plat and finds it in conformance to the Preliminary Plan, approved July 26, 2004.

There are fees required from this development prior to recording the final plat.

As all items are in order, staff recommends that Council accept the petition and pass an ordinance approving the Final Plat for the First Addition to the Lafayette Park Subdivision PUD, subject to the Petitioner paying the necessary fees prior to recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Lafayette Park, LLC, 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 described in Exhibit A attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the subdivision to be known and described as First Addition to Lafayette Park Planned Unit Development, 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: N/A.
4. 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 First Addition to Lafayette Park Planned Unit Development, Bloomington, Illinois submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Lafayette Park, LLC

By: William C. Wetzel
Its attorney

ORDINANCE NO. 2006 - 106

AN ORDINANCE APPROVING THE FINAL PLAT OF THE FIRST ADDITION TO LAFAYETTE PARK PLANNED UNIT DEVELOPMENT BLOOMINGTON, ILLINOIS

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 Lafayette Park Planned Unit Development, Bloomington, Illinois, 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: N/A; 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 Lafayette Park Planned Unit Development, Bloomington, Illinois, 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 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of Lot 20 in County Clerk's Subdivision of Hunt's Subdivision of the East Half of the Southeast Quarter of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at a point on the East Line of said Lot 20 lying 179.71 feet north of the Southeast Corner thereof, said Southeast Corner also being the Southwest Corner of Lot 45 in the First Addition to Fitzgerald Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence north 617.09 feet along said East Line, also being the West Line of said First Addition; thence north 103.35 feet along said West Line which forms an angle to the right of 180°-22'-41" with the last described course to the Northeast Corner of said Lot 20; thence west 100.00 feet along the North Line of said Lot 20 which forms an angle to the right of 87°-35'-22" with the last described course to the Northeast Corner of the City of Bloomington detention basin per Condemnation Case 83-ED-1 dated March 24, 1983 and recorded March 10, 2004 as Document No. 2004-7619 in the McLean County Recorder's Office; thence south 230.00 feet along the East Line of said detention basin which forms an angle to the right of 92°-04'-34" with the last described course to the Southeast Corner thereof; thence west 230.00 feet along the South Line of said detention basin which forms an angle to the right of 267°-55'-26" with the last described course to the Southwest Corner thereof, said Southwest Corner being a point on the West Line of said Lot 20; thence south 510.04 feet along said West Line which forms an angle to the right of 92°-04'-34" with the last described course to the Northwest Corner of the South 160 feet of said Lot 20; thence east 224.00 feet along the North Line of said South 160 feet which forms an angle to the right of 87°-56'-22" with the last described course to the Northeast Corner of the West 224 of said South 160 feet, said Corner being on the West Line of Lot 1 in Lafayette Park Planned Unit Development; thence north 23.44 feet along said West Line which forms an angle to the right of 92°-03'-38" with the last described course to the Northwest Corner thereof; thence east 105.80 feet along the North Line of said Lot 1 which forms an angle to the right of 269°-57'-22" with the last described course to the Northeast Corner thereof, said Northeast Corner being the Point of Beginning. Said tract contains 4.331 acres, more or less.

Motion by Alderman Matejka, seconded by Alderman Crawford 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 Links at Ireland Grove, LLC, Requesting Approval of a Final Plat for the Links at Ireland Grove Road Subdivision Second Addition

We have received a petition from Links at Ireland Grove Road, LLC, requesting Council approval of a Final Plat for the Links at Ireland Grove Road Subdivision Second Addition. This subdivision is located south of Ireland Grove Road and west of Towanda-Barnes Road. The Final Plat is in conformance with the Preliminary Plan.

The public improvements have not been finished. Therefore, a performance guarantee is required for this addition. Also, various tap on fees from the subdivision are due for this addition.

In addition, construction plans have not been approved for this addition. Therefore, this plat shall not be recorded until approved construction plans are received.

Staff recommends that Council approve the Petition and adopt an ordinance approving the Final Plat for the Links at Ireland Grove Road Subdivision Second Addition, subject to Petitioner posting the necessary performance guarantee and paying the tap on fees, and also providing approved construction plans, 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 The Links at Ireland Grove Road, 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 therein of the premises hereinafter 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 Second Addition to the Links at Ireland Grove Road Subdivision, 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: N/A;
4. 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 Second Addition to the Links at Ireland Grove Road Subdivision, Bloomington, Illinois submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

The Links at Ireland Grove Road, LLC

ORDINANCE NO. 2006 - 107

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE SECOND ADDITION TO
THE LINKS AT IRELAND GROVE ROAD SUBDIVISION, BLOOMINGTON,
ILLINOIS**

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 Second Addition to the Links at Ireland Grove Road Subdivision, Bloomington, Illinois, 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: N/A; 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 Second Addition to the Links at Ireland Grove Road Subdivision, Bloomington, Illinois, 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 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Lot 311 in the First Addition to the Links at Ireland Grove Road Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 2006-2199 in the McLean County Recorder's Office, except a strip of land 3 feet in width lying south of and adjacent to the South Line of Lot 314 in said First Addition according to the Deed recorded as Document No. 2006-14743 in said Recorder's Office.

Said Property contains 55.155 acres, more or less.

Motion by Alderman Matejka, seconded by Alderman Crawford 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 Mid America Industrial Park, LLC, Requesting Approval of a Final Plat for the Seventh Addition to Southgate Commercial Plaza Subdivision

We have received a petition from Mid America Industrial Park, LLC requesting approval of a Final Plat of the 7th Addition to Southgate Commercial Park Subdivision. Staff has reviewed the Final Plat and finds it in conformance with the Preliminary Plan approved March 23, 1999.

There are no tap-on fees or a performance bond due for this subdivision.

As all items are in order, staff recommends that Council accept the petition and pass an ordinance approving the Final Plat for the Seventh Addition Southgate Commercial Plaza Subdivision.

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 Mid-America Industrial Park, Inc. an Illinois Corporation, 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 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 the Southgate Commercial Plaza Subdivision, 7th Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;
3. That your petitioner also seek 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, Mid America Industrial Park, Inc., an Illinois Corporation, prays that said Final Plat for the Southgate Commercial Plaza Subdivision, 7th Addition, Bloomington, Illinois, submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mid-America Industrial Park, Inc.,
an Illinois Corporation, Petitioner

By: Robert J. Lenz, Its Attorney

ORDINANCE NO. 2006 - 108

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
SOUTHGATE COMMERCIAL PLAZA SUBDIVISION, 7TH 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 Southgate Commercial Plaza Subdivision, 7th 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: 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 except for said requested exemptions and/or variations; and

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

1. That the Final Plat of the Southgate Commercial Plaza Subdivision, 7th 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 25th day of September, 2006.

APPROVED this 26th day of September, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Tract I

A part of Lot 5 in School Commissioners Subdivision of the SE ¼ of Section 16, 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 Southgate Drive right of way dedicated in Southgate Commercial Plaza Subdivision 6th Addition, according to the Plat thereof recorded as Document No. 2000-25130; thence S.02°-22'-41"E. 145.74 feet on the southerly extension of the east right of way line of said Southgate Drive to the south line of Lot 5 in School Commissioners Subdivision in the SE ¼ of Section 16; thence N.88°-47'-07"W. 423.64 feet on the south line of said Lot 5 to a point lying 1269.90 feet west of the southeast corner of Lot 6 in said School Commissioners Subdivision in the SE ¼ of Section 16, said point also lying 125 feet east of the southwest corner of said Lot 5 in School Commissioners Subdivision and 77 feet east of the southeast corner of a tract of land commonly referred to as the former Houghton School Lot thence N.00°-12'-17"W. 145.28 feet to the easterly extension of the north line of said Houghton School Lot, lying 88 feet east of the northeast corner of said Houghton School Lot on the south right of way Vine of Southgate Drive as dedicated in Southgate Commercial Plaza Subdivision 4th Addition; thence S.88°-50'-16"E. 154.39 feet on the said south right of way line of Southgate Drive; thence S.88°-48'06"E. 263.72 feet to the Point of Beginning, containing 61,185.05 square feet/1.40 acres, more or less, with assumed bearings given for description purposes only.

Together with the following described tract of land:

Tract II

A part of Lot 5 in School-Commissioners Subdivision of the SE ¼ of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning on the east right of way line of Greyhound Road 37.21 feet south of the northeast corner of Greyhound Road right of way as dedicated in Southgate Commercial Plaza Subdivision 6th Addition, according to the Plat thereof recorded as Document No. 2000-25130; thence S.89°-15'-50"E. 150.22 feet; thence S.02°-22'-41"E. 398.49 feet to the northeast corner of Southgate Drive dedicated in said Southgate Commercial Plaza Subdivision 6th Addition; thence N.88°-48'-06"W. 15029 feet on the north right of way line of said Southgate Drive to the east right of way line of Greyhound Road as dedicated in said Southgate Commercial Plaza Subdivision 6th Addition; thence N.02°-22'-41"W. 397.27 feet to the Point of Beginning, containing 59,681.89 square feet/1.37 acres, more or less, with assumed bearings given for description purposes only.

Motion by Alderman Matejka, seconded by Alderman Crawford 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:

Doug Grovesteen, Director of Engineering, addressed the Council regarding the lone bid for Installation of Overhead Sewer System at 705 S. Mercer Street Utilizing the Overhead Sewer Grant Program. Mayor Plumbing submitted a bid in the amount of \$2,470. He recommended approval of same.

Motion by Alderman Crawford, seconded by Alderman Gibson that the bid for an overhead sewer system at 705 S. Mercer Street be awarded to Mayor Plumbing in the amount of \$2,470, 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.

MAYOR'S DISCUSSION: Mayor Stockton stated that he had two (2) items. He noted the successful opening of the Bloomington Center for the Performance Arts. He had attended three (3) events there. He was amazed at the difference. He cited the building's acoustics. He extended his congratulations to all involved. He requested those present to use word of month marketing. The BCPA would host acts from five (5) different continents.

He addressed liquor items next. The Liquor Commission was looking for input. He hoped to open a discussion with the Council. He cited the GPA, (Gasoline, Packaged, All types of alcohol), classification. The Commission had received requests for a change of classification from GPB, (Gasoline, Packaged, Beer & Wine only), to GPA. He added that two (2) requests were currently pending before the Commission. The Commission does not see a problem with the combination of gasoline and liquor sales. He noted the proliferation of smaller stores selling spirits. Usually there is only one (1) employee on duty. The Commission questioned if there should be more stringent requirements based upon square footage, number of employees, etc. He did not believe such changes would be a great imposition on the general public. The issue was consistency.

Another issue involved single serve beverages. A problem can result from the purchase of same and immediate consumption in the parking lot. The City has received complaints regarding public consumption, DUI, (Driving Under the Influence), litter, and

the consistency issue. The City could limit the sale of smaller containers in an attempt to discourage immediate consumption and/or adopt a general prohibition. He cited no beer sales under twenty-four ounces, (24 oz.) as an example. Sale of wine could be banned for amounts under 750 ml. This would not impact four (4) packs. Spirits could be banned for amounts under 375 ml or 750 ml. The Cities of Chicago and Peoria have adopted similar ordinances with no exceptions. There could be an exemption for full service liquor stores.

Alderman Schmidt questioned the term full service liquor. She cited Friar Tucks as an example of same. Mayor Stockton noted that the term could be based upon the square footage of the premise, total sales, etc. He provided the following size information: pint = sixteen ounces (16 oz.) or 550ml; a half (½) pint = eight ounces (8 oz.) or 225ml; and a fifth = 880ml. Alderman Schmidt stated her difficulty picturing same. Mayor Stockton added that a text amendment would be needed. Public hearings would be held before it would appear before the Council. He questioned if the Commission was on the right track.

Alderman Huette recalled that the issue involved forty ounce (40 oz.) bottles. Mayor Stockton stated his expectation that there would be opposition to same from the liquor distributors. Small items offered higher profits.

Alderman Schmidt cited experience within her ward. She noted the negative impact on the neighborhood. Mayor Stockton stated that a proposal for the Downtown could be more stringent.

Alderman Matejka questioned the range of sales by percentage of the current businesses. He believed that this information would be helpful. He noted his concern regarding the impact of alcohol and street consumption.

Alderman Schmidt questioned Friar Tuck. Mayor Stockton cited that single serve items, (twenty-four ounces or less), could not be sold. Items could be mixed and matched.

Alderman Purcell questioned information from Chicago and Peoria. He questioned a provable, positive, reduction in OV (Ordinance Violations) and/or DUI. He had personally witnessed public consumption. Mayor Stockton acknowledged that he had not seen any numbers. There was an attempt to repeal Chicago's ordinance. This effort failed. He noted that cold six (6) packs would still be available. The key was to balance legitimate uses versus abuses. He requested Council feedback.

Alderman Gibson questioned the number of liquor licenses. He believed that there would be limited impact upon business sales. He did not believe that this business problem would be solved with additional liquor sales. Mayor Stockton noted additional restrictions which would further distinguish single serve sales.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Purcell welcomed Alderman Matejka's return.

He also questioned if the Council could hold its meetings at the Government Center. He requested that the Council provide feedback to Tom Hamilton, City Manager, regarding same.

Alderman Crawford thanked Kurt Haas, Storm Water Technician, for his assistance to the residents at 702 S. Mercer. He noted Mr. Haas' customer service skills.

Alderman Matejka thanked the Parks & Recreation and Engineering Departments' staffs for their efforts regarding Hamilton Road. He cited the dust, the dirt, and information.

He invited those present to the first National Not in Our Town Conference which will be held on October 6 – 8, 2006. Thirty (30) communities would be participating. The welcome would be held on Friday, October 6, 2006 at the Interstate Center. A film crew would be present. Bloomington/Normal had pioneered this program. He extended his thanks to Barb Adkins, Deputy City Manager, and City staff.

Alderman Hanson recommended that the Council hold a Work Session to address issues involving liquor and taverns. He requested that this meeting be held prior to an item being placed on a Council meeting agenda. Mayor Stockton restated that the Commission would hold a public hearing first.

Alderman Finnegan expressed his appreciation to the Leadership McLean County class members who were present at this evening's meeting. He encouraged them to attend another Council meeting.

Motion by Alderman Finnegan, seconded by Alderman Purcell, that the meeting be adjourned. Time: 8:35 p.m.

Motion carried.

Tracey Covert
City Clerk