

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, June 26, 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.

Deputy City Manager Barbara J. Adkins, City Clerk Tracey Covert, and Deputy Corporate Counsel Hannah R. Eisner were also present.

Absent: City Manager Tom Hamilton and Corporate Counsel Todd Greenburg.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Proceedings of March 28, 2005 and the Work Session Minutes of June 12, 2006

The Council proceedings of March 28, 2005 and the Work Session Minutes of June 12, 2006 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Barbara J. Adkins
Deputy City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the reading of the reading of the minutes of the previous Council Meeting of March 28, 2005 and the Work Session of June 12, 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

Barbara J. Adkins
Deputy City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt 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 first partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$2,082 will have been paid to date for work certified as 8% complete for the Peace Meals. Completion date - April 2007.
2. The first partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$624 will have been paid to date for work certified as 8% complete for the John M. Scott Home Delivered Meals. Completion date - May 2007.
3. The seventh partial payment to Felmley Dickerson in the amount of \$306,688.80 on a contract amount of \$2,669,586 of which \$1,752,667.01 will have been paid to date for work certified as 66% complete for the Library Expansion. Completion date - November 2006.
4. The third partial payment to Soules Bird Repellent Co. in the amount of \$6,000 on a contract amount of \$24,000 of which \$18,000 will have been paid to date for work certified as 75% complete for the Bird Control. Completion date - July 2007.
5. The nineteenth partial payment to New World Systems in the amount of \$3,920 on a contract amount of \$671,523 of which \$488,501.35 will have been paid to date for work certified as 73% complete for the Police & Fire Computer Aided Dispatch System. Completion date - July 2006.
6. The twenty-fifth partial payment to Hammond Beeby Rupert Ainge, Inc. in the amount of \$30,027.81 on a contract amount of \$1,993,750 of which \$1,956,592.85 will have been paid to date for work certified as 97% complete for the Phase 3 & 4 of the Renovation of the Bloomington Center for the Performing Arts. Completion date - August 2006.
7. The eleventh partial payment to Terracon in the amount of \$4,019.58 on as needed contract of which \$16,062.04 will have been paid to date for work certified as ongoing for the Inspection Services for the Bloomington Center for the Performing Arts. Completion date - As needed.
8. The twenty-sixth and final payment to Turner Construction Company in the amount of \$6,518 on a contract amount of \$187,824 of which \$187,824 will have been paid to date for work certified as 100% complete for the Project Management Services for the Bloomington Center for the Performing Arts. Completion date - June 2006.
9. The nineteenth partial payment to Stark Excavating, Inc. in the amount of \$12,951.90 on a contract amount of \$3,611,898 of which \$3,250,708.20 will have been paid to date for work certified as 90% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
10. The third partial payment to Irwin Seating Co. in the amount of \$66,277 on a contract amount of \$721,332 of which \$649,197 will have been paid to date for work certified as 90% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.

11. The tenth and final payment to Merrill Iron & Steele Inc., in the amount of \$152,658.58 on a contract amount of \$1,526,586 of which \$1,526,586 will have been paid to date for work certified as 100% complete for the Design/Build - Fabrication of the US Cellular Coliseum. Completion date - April 2006.
12. The tenth and final payment to Merrill Iron & Steele Inc., in the amount of \$68,928.90 on a contract amount of \$833,207 of which \$833,207 will have been paid to date for work certified as 100% complete for the Design/Build - Erection of the US Cellular Coliseum. Completion date - April 2006.
13. The twenty-second partial payment to Mid Illinois Mechanical Inc., in the amount of \$16,307 on a contract amount of \$3,543,600 of which \$3,187,889.69 will have been paid to date for work certified as 90% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
14. The twenty-sixth partial payment to Johnston Contractors, Inc. in the amount of \$9,513.70 on a contract amount of \$3,512,780 of which \$3,392,720.75 will have been paid to date for work certified as 97% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
15. The fourth partial payment to Kelly Glass in the amount of \$27,042 on a contract amount of \$103,304 of which \$92,974 will have been paid to date for work certified as 90% complete for the Design/Build of the US Cellular Coliseum Parking Garage. Completion date - April 2006.
16. The fourth and final payment to Otis Elevator, Co., in the amount of \$8,200 on a contract amount of \$58,510 of which \$58,510 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.
17. The seventeenth partial payment to Johnston Contractors in the amount of \$1,057.26 on a contract amount of \$371,005 of which \$358,442.47 will have been paid to date for work certified as 95% complete for the Design/Build of the US Cellular Coliseum Parking Deck. Completion date - April 2006.
18. The seventh partial payment to Farnsworth Group in the amount of \$4,413 on a contract amount of \$203,300 of which \$98,093.80 will have been paid to date for work certified as 48% complete for the Constitution Trail - Grove to Hamilton. Completion date - September 2006.
19. The first partial payment to Testing Services Corporation in the amount of \$1,345.90 on a per ton and hour contract of which \$1,345.90 will have been paid to date for work certified as ongoing complete for the 2006-2007 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date - July 2007.

20. The first partial payment to Stark Excavating, Inc., in the amount of \$211,022.80 on a contract amount of \$1,399,893.75 of which \$211,022.80 will have been paid to date for work certified as 15% complete for the Euclid Avenue - Oakland to Washington. Completion date - November 2006.
21. The eighth partial payment to Farnsworth Group in the amount of \$16,884.12 on a contract amount of \$168,400 of which \$75,459.16 will have been paid to date for work certified as 45% complete for the Lincoln Street - Bunn to Morrissey. Completion date - July 2006.
22. The thirteenth partial payment to Clark Dietz, Inc., in the amount of \$11,775.63 on a contract amount of \$330,000 of which \$278,791.85 will have been paid to date for work certified as 84% complete for the Hamilton Road - Timberlake to Main Street. Completion date - December 2006.
23. The ninth partial payment to Foth & Van Dyke/Daily Division in the amount of \$29,614.73 on a contract amount of \$339,497 of which \$218,724.92 will have been paid to date for work certified as 64% complete for the Mitsubishi Motorway Study - Design and Specifications. Completion date - August 2006.
24. The seventh partial payment to Farnsworth Group in the amount of \$1,508.78 on a contract amount of \$32,562 of which \$12,133.67 will have been paid to date for work certified as 37% complete for the Norfolk Southern Railroad Crossing Negotiations - ML King at White Oak, Hamilton Road at Commerce and Hershey at Hamilton. Completion date - December 2006.
25. The first partial payment to McLean County Soil and Water Conservation in the amount of \$16,290.75 on a contract amount of \$65,163 of which \$16,290.75 will have been paid to date for work certified as 25% complete for the Professional Services. Completion date - Annual.
26. The tenth partial payment to Clark Dietz, Inc., in the amount of \$1,608 on a contract amount of \$44,000 of which \$40,788.59 will have been paid to date for work certified as 93% complete for the Sugar Creek Headwater Study. Completion date - July 2006.
27. The third and final payment to George Gildner, Inc., in the amount of \$30,654.26 on a contract amount of \$79,969.26 of which \$79,969.26 will have been paid to date for work certified as 100% complete for the Water Treatment Plant - 12" Reclaim Main. Completion date - May 2006.
28. The first partial payment to Village of Downs in the amount of \$92,403.13 on a contract amount of \$3,936,372 of which \$92,403.13 will have been paid to date for work certified as 10% complete for the Village of Downs and City of Bloomington Sewerage Improvements Project. Completion date - 2008.

29. The fourth partial payment to Gildner Plumbing, Inc., in the amount of \$45,155 on a contract amount of \$568,312 of which \$363,795 will have been paid to date for work certified as 65% complete for the Division Street CSO Elimination and Sewer Separation. Completion date - July 2006.
30. The fifth partial payment to Clark Dietz, Inc., in the amount of \$9,991.90 on a contract amount of \$140,000 of which \$49,959.33 will have been paid to date for work certified as 36% complete for the Locust - Colton CSO Study. Completion date - January 2007.

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

Respectfully,

Barbara J. Adkins
Deputy City Manager

Alderman Crawford questioned Payment 28. The first partial payment to Village of Downs in the amount of \$92,403.13 on a contract amount of \$3,936,372 of which \$92,403.13 will have been paid to date for work certified as 10% complete for the Village of Downs and City of Bloomington Sewerage Improvements Project. Completion date - 2008. Doug Grovesteen, Director of Engineering, addressed the Council. The trunk sewer will follow the Kickapoo Creek to the pump station. This project was a joint improvement. Alderman Crawford questioned if the Village's residents would tap on to the sewer. Mr. Grovesteen responded affirmatively.

Motion by Alderman Crawford, seconded by Alderman Schmidt 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 May, 2006

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

The Audit of these accounts took place on Monday, June 26, 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 Crawford, seconded by Alderman Schmidt that the audit of the bills and payrolls for the Township for the month of May, 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 May, 2006.
2. Monthly Receipt & Expenditure Report, May, 2006.

Respectfully,

Tracey Covert
City Clerk

Barbara J. Adkins
Deputy City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Test Well-Highland Park Golf Course

On April 24, 2006, Council approved a contract with the Farnsworth Group for professional services to perform a water study for Highland Park Golf Course in an amount not to exceed \$41,173 to pay for this work.

In the interim, staff was informed that the City would save seventeen percent (17%) if Kickapoo Drilling Company were to be paid directly for the drilling of up to two (2) test holes. The original amount of the contract with the Farnsworth Group will be reduced by \$10,100.

In summary, staff respectfully requests that a purchase order in the amount of \$10,100 be issued to Kickapoo Drilling Company to drill up to two (2) holes in the Miller Park Lake to continue the water supply study for Highland Park Golf Course. Funds are available for this work in account #40100-72570.

Respectfully,

Dean Kohn
Director of Parks and Recreation

Barbara J. Adkins
Deputy City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Annual Lease Agreement for Bentley Systems Inc. GeoPAK Software

The annual software maintenance agreement with Bentley Systems Inc., the City's civil engineering software provider, is due for renewal. This is a recurring annual renewal for the maintenance of the software that the Engineering Department uses for engineering, design and survey of the City's infrastructure. Bentley Inc., has submitted an invoice in the amount of \$5,980.

Staff respectfully requests that Council approve a payment in the amount of \$5,980 to Bentley Systems, Inc. for the City's civil engineering software. Payment for this invoice will be made with Engineering Department G16210-71010.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt 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 Pay Stark Excavating, Inc. for Emergency Sewer Repair at the Intersection of Graham and Livingston Streets

It was discovered that the 15 inch sewer collapsed near the intersection of Graham and Livingston Streets. The need for the repair was an emergency to protect the public safety. Due to the depth of the sewer and the scope of the work, Stark Excavating, Inc. was contacted by staff to make the necessary repairs. Stark Excavating, Inc. replaced the manhole and repaired the pavement. An invoice has been submitted for time and materials in the amount of \$13,787.50. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$13,787.50 to Stark Excavating, Inc. for the repair of the sewer and the pavement. Payment for this work will be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Payment for the Repair of the Impeller from a Pump at the Division Street Pump Station

Staff has initiated an aggressive maintenance program moving from a reactive organization to a proactive organization with a focus on predictive maintenance. Due to this change, several pumping units that had not been maintained for years have been disassembled and inspected for wear. The impeller (the rotating part inside the pump housing that actually pumps the water) on a pump at the Division Street pump station was determined to be extremely worn, however repairable, during an inspection. To replace the impeller with a new impeller would cost around \$12,000. Staff has received an invoice from Decatur Industrial Electric, Inc. for the repair of the impeller in the amount of \$6,518.26 and finds it to be in order.

Staff respectfully requests that Council approve the payment of the invoice of \$6,518.26 from Decatur Industrial Electric, Inc., for the repair of the impeller. Payment for this repair will be made with Water Department, Operations and Maintenance Funds, Transmission, Distribution and Pumping Division, Other Repair and Maintenance Account (5010-X50120-70590).

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Waive the Formal Bidding Process and Negotiate the General Resurfacing Contract

Based on Council feedback, staff respectfully requests permission to waive bids and negotiate the general resurfacing contract with UCM/Rowe for a price not to exceed \$710,000.

In early 2001, Rowe Construction, Illinois Valley Paving, RA Cullinan, and others formed UCM and subsequently purchased Freesen Inc. Since that time, UCM/Rowe has been the only bidder to submit a bid for the City's bituminous concrete (asphalt) resurfacing projects. Liquid asphalt and fuel costs continue to rise and UCM/Rowe is in a position to have employees and machinery available to begin resurfacing work.

Staff is of the opinion that negotiating prices with UCM/Rowe will result in cost savings for the City by taking advantage of a soft construction market and eliminating time spent by staff preparing bid documents. Additionally, negotiating prices will allow the work to begin sooner than if let for bids. After prices with UCM/Rowe have been negotiated, staff would then return to Council for authorization to enter into a contract. The Motor Fuel Tax (MFT) resurfacing contract must, and will, be let for bid in the near future.

\$710,000 has been budgeted in the Capital Improvement budget and Water Depreciation budget for this work in expense accounts X40100-72530 (\$500,000 street resurfacing), X40100-72570 (\$135,000 parks and recreation parking lot and Constitution Trail), X40100-72520 (\$50,000 Fire Department Station 2 Training Site) and Water Depreciation fund X50200-72530 (\$25,000 Lake Bloomington Roads).

Staff respectfully requests that the formal bidding process be waived, and staff be authorized to negotiate a general resurfacing contract.

Respectfully,

Brian Brakebill
Deputy City Manager

Barbara J. Adkins
Deputy City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the formal bidding process be waived, and staff be authorized to negotiate a general resurfacing contract.

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 Bid Process and Approve a Professional Services Agreement with Clark Dietz, Inc. for the Design of Lighting Improvements for the Division Street Storage Reservoir Area

Staff proposes a project to improve the security around the Division Street storage reservoirs by improving the lighting in the area. Clark Dietz, Inc. has been selected due to their previous work with the City on the Water Department's Vulnerability Assessment, a security assessment of the department's entire operation.

Staff respectfully recommends that Council waive the formal bidding process and approve an agreement with Clark Dietz, Inc. in the amount of \$16,000 for the design of lighting improvements for the Division St. storage reservoir area. Funds for this project will come from the Water Department/Depreciation Fund, Security Improvements Project (Account #X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

City of Bloomington
Division Street Site Lighting

City of Bloomington ("Client")

401½ S. East Street
Bloomington, IL 61701

And

Clark Dietz, Inc. ("Clark Dietz")

1817 South Neil Street, Suite 100
Champaign, Illinois 61720

Who agree as follows:

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

Approved for Client

By: Stephen F. Stockton
Title: Mayor
Date: June 27, 2006

Approved for Clark Dietz

By: Richard J. Christensen
Title: Vice President
Date: March 31, 2006

PART I SERVICES

A. Scope

The following is the Scope of Engineering Services for the Division Street Pump Station Site Lighting Project.

This project includes the design of site lighting for the Division Street Pump Station, including survey of the site to develop base plans. The project includes bidding phase services.

The following services will be provided:

1. DESIGN SERVICES

- a. Clark Dietz will perform field at the Division Street Pump Station site. Survey will include topography and surface features, locating above and below grade utilities, and tie into existing benchmarks.
- b. Clark Dietz will reduce the field survey information and produce existing condition drawings in AutoCAD format.
- c. Clark Dietz will review existing one-line diagrams and electrical plans for the Division Street Pump Station provided by the client
- d. Clark Dietz will conduct a site visit of the Division Street Pump Station to identify any constraints not readily identified during field survey or review of existing electrical drawings. Clark Dietz will coordinate with the client and lighting vendors to select the poles and luminaires for use on the project.

- e. Clark Dietz will coordinate with the client and lighting vendors to select the poles and luminaires for use on the project.
 - f. Clark Dietz will perform photometric and voltage drop calculations for the proposed site lighting system.
 - g. Clark Dietz will prepare and submit preliminary drawings for Client review.
 - h. Clark Dietz will meet with the Client to discuss the Project drawings and receive their comments.
 - i. Clark Dietz will prepare final construction contract documents based on review comments. These documents will be submitted to the Client for final review.
 - j. Clark Dietz will develop construction contract documents and will include the following:
 - a. Construction drawings generally including:
 - Title Sheet
 - General Notes, Index, Legend
 - Lighting Plans
 - Details Sheets
 - One-Line Diagram
 - b. Construction specifications generally including:
 - Notice to Bidders - Bid Proposal
 - Certifications
 - Bid Bond
 - Performance and Payment Bond
 - Instruction to Bidders
 - Common Construction Wages
 - General Conditions
 - Supplementary Conditions
 - Technical Specifications
 - Form of Contract
 - k. Clark Dietz will develop an opinion of probable construction cost to the Client for review.
 - l. Clark Dietz will prepare and submit three (3) sets of plans, specifications, and opinion of probable cost estimate to Client and meet with Client to discuss and receive their final review comments.
 - m. Clark Dietz will prepare and submit final construction documents in hard copy (3 sets) to the Client.
2. Bidding Services

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

3. ELECTRONIC MEDIA

- a. The Drawings for this project will be provided to Client in printed format on paper.
- b. Clark Dietz will utilize current Clark Dietz standards for layering, line types, text styles, etc. in the development of the AutoCAD files for this project. Changes in these standards requested by the Client may result in additional cost.
- c. The Client shall provide the following information to Clark Dietz in electronic format for use by Clark Dietz on projects, if the information is available:
 - 1) AutoCAD files of Record drawings of the existing facilities. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of AutoCAD. If the files do not comply with this provision, Client agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.

B. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

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

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

PART II CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

D. Other

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

PART III COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$16,000.

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

B. Billing and Payment

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

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

PART IV
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** MI reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz

be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. **SAFETY.** Clark Dietz shall establish and maintain programs and procedures for the safety of its employees. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally Liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the

Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or Ten Thousand Dollars (\$10,000), whichever is greater.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz'

consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATIONS.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under the Agreement shall expire one year after Project Completion.

(SCHEDULE OF GENERAL BILLING RATES ON FILE IN CLERK'S OFFICE)

RESOLUTION NO. 2006 - 88

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AGREEMENT WITH CLARK DIETZ, INC. FOR THE DESIGN
OF LIGHTING IMPROVEMENTS FOR THE DIVISION ST. STORAGE RESERVOIR
IN THE AMOUNT OF \$16,000**

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

1. That the bidding process be waived and authorizing an agreement with Clark Dietz, Inc. for the design of lighting improvements for the Division St. storage reservoir in the amount of \$16,000.

Adopted this 26th day of June, 2006.

Approved this 27th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the formal bidding process be waived, the Agreement with Clark Dietz, Inc. for the design of lighting improvements for the Division St. storage reservoir be approved in the amount of \$16,000,

the Mayor and City Clerk authorized to execute the necessary documents and the Resolution adopted.

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

Ayes: Aldermen 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 Proposals for Software Training Classes

Request for proposals to provide software training to staff primarily through open enrollment classes, as well as through dedicated on-site offerings, were received until June 1, 2006 at 2:00 p.m. in the City Clerk's office. Proposals were received from five training providers, Heartland Community College, Novatech Solutions, Levi Ray & Shoup, (LRS), Epsico, and New Horizons, Peoria.

Only three of the proposals, Novatech, New Horizons, and LRS, were directly comparable in addressing City needs. Given the City's limited resources for coordinating and hosting training, the preference is for providers to take on the burden of hosting classes, in addition to offering group enrollment discounts.

The Epsico proposal did not provide a schedule of open enrollment classes, but instead suggested the availability of an instructor and curricula for client scheduled programs, and pricing was based on training eight (8) individuals at a time, not individual enrollments.

The Heartland proposal would, using their current schedule, require most employees to schedule training outside their normal work hours, in the evening and over three (3) different weeks. This would require overtime pay for many union employees, which would quickly add costs to training above just those for instruction.

From May 2005 to April 2006 the City had 137 enrollments in 37 different open enrollment software classes, most in general office productivity classes, averaging 4-5 City employees per class. Including longer classes charged at a 2-day rate, the City purchased the equivalent of 176 full-day training enrollments in a one-year period. This number reflects the conversion to Microsoft. Enrollments for 2006-07 should not be quite so high, but could easily reach 150.

Assuming 125 enrollments in the next fiscal year, the City would pay:

\$11,484.375	125 x \$91.875 for Epsico (class times limited to Fridays, weekends & evenings)
\$10,625	125 x \$85 for Heartland (potential overtime or scheduling issues for City employees),
\$10,562.50	125 x \$84.50 for LRS.
\$12,500	125 x \$100 for New Horizons
\$10,625	125 x \$85 for Novatech

The cost information received from the five vendors was as follows (bold indicates pricing at targeted level of purchase):

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

<u>Epsico*</u>	<u>Heartland Com. College</u> <i>(7.5-hour class taught in 3 sessions)</i>	<u>Levi, Ray & Shoup</u> <i>(7 hour class)</i>
1-124: \$805 (/8 = \$100.625) 125-174: \$735 (/8 = \$91.875) 175-250: \$680 (/8 = \$85)	1-100: \$95 101-250: \$85 251-500: \$75	1-24: \$130 25-49: \$97.50 50-99: \$91.00 100+: \$84.50
<u>Cost of providing one-day class on-site:</u> \$400 plus \$100/participant <i>*call for clarification indicated that pricing was based on a class of 8, and classes are offered primarily on Fridays and weekends as the proprietor has other FT work</i>	<u>Cost of providing one-day class on-site:</u> \$400 plus \$30/participant	<u>Cost of providing one-day class on-site:</u> \$600 plus \$18/participant for materials
<u>NovaTech</u> <i>(7 hour class)</i> 1-25: \$105 26-50: \$95 51-100: \$90 101-200: \$85	<u>New Horizons</u> <i>(7 hour class)</i> 1-100: \$115 101-249: \$100 250-500: \$85	
<u>Cost of providing one-day class on-site:</u> \$650 plus \$21/participant for materials	<u>Cost of providing one-day class on-site:</u> \$720	

Based on costs and service issues, staff respectfully recommends that Council approve a contract with LRS to provide 125 enrollments in open-enrollment classes in fiscal year 2006-2007. Additional enrollments would be purchased from either LRS or Novatech. Novatech provides comparable pricing for nearby open enrollment classes, at a rate of no more than \$91, for no more than 55 additional classes if these are needed.

Allowing the possibility of purchase from a second vendor allows the City to offer staff more flexibility in scheduling software classes. The total of \$15,022.50 (\$10,562.50 for the initial contract plus up to \$5,460 for additional classes if needed) is in the Human Resources department training and development budget, (G11410-70790).

Respectfully,

Megan Devlin-Petty
Org. Dev. Manager

Emily Bell
Director of H. R.

Barbara J. Adkins
Deputy City Manager

(CONTRACT ON FILE IN CLERK’S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt that the contract with LRS to purchase 125 enrollments in the amount of \$10,562.50 be approved, and up to an additional 60 enrollments from either LRS or NovaTech in an amount not to exceed \$5,460 as needed to meet the City’s software training needs in Fiscal Year 2006-07, be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for Protective Wear for Firefighters

Request for Proposals (RFP) for firefighter protective clothing were accepted until June 9, 2006 and responses were received from three (3) vendors. Each response met all of the requirements of the RFP. The proposal submitted by Global MES provides the lowest total cost to the City.

Listed below are the prices proposed by each vendor.

	MES Global Washington, IL	Dundee Fire and Safety Dundee, MI	Fire Department Service and Supply Louisville, KY
Item			
Jackets	\$1,050.00	\$1,104.96	\$1,211.00
Trousers	\$748.00	\$795.54	\$837.12
Options			
Jackets Size 60+	\$355.00	\$250.24	\$363.50

Trousers Sizes 60+	\$287.00	\$239.96	\$262.00
Jacket Rush Delivery	\$83.00	\$165.74	\$182.00
Trouser Rush Delivery	\$62.00	\$120.48	\$166.88
Zipper / Velcro Closure	\$0.00	\$43.95	\$32.00
Microphone Strap	\$2.80	\$2.80	\$2.00
Delete Flashlight Retainer Strap	(\$10.00)	(\$10.70)	(\$7.00)
Additional Knee Padding	\$17.35	\$17.30	\$12.35
Delete Knee Reinforcement	(\$15.00)	(\$24.85)	(\$17.00)

The terms of the RFP provide that the above pricing may be renewed annually for up to three (3) years with an increase not to exceed five percent (5%), or the actual costs to the vendor, whichever is less.

Staff respectfully requests that Council accept the proposal submitted by Global MES to provide firefighter protective clothing. Additionally, staff respectfully requests that Council approve the purchase of twenty (20) sets of firefighter protective wear (jackets and trousers) at a total purchase price not to exceed \$40,000, and the Purchasing Agent authorized to issue a Purchase Order for same. Payment for this purchase will be made from account #F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Barbara J. Adkins
Deputy City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the proposal submitted by Global MES to provide firefighter clothing be accepted, the purchase of twenty (20) sets of firefighter protective wear (jackets and trousers) be approved in an amount not to exceed \$40,000, and the Purchasing Agent authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order No. 3 for Lake Bloomington Retaining Wall at Water Treatment Plant

The retaining wall project for the shoreline at Lake Bloomington near the Water Plant is now complete. During construction it was determined that storm water drainage coming off the existing Water Plant buildings would have a detrimental effect on the new retaining wall by saturating the soil behind the wall. Stark Excavating, Inc. was instructed to install additional tile and tie the building down spouts into it. Additionally, a swale was graded and top soiled to keep excess storm water from saturating the soil behind the wall.

Stark Excavating performed this additional work at a cost of \$19,247.59. Staff has reviewed the invoice and found it to be reasonable.

Original Contract	\$853,039.00
Change Order No. 1	\$ 48,195.00
Change Order No. 2	\$ 7,695.00
Change Order No. 3	<u>\$ 19,247.59</u>
Completed Contract	\$928,176.59

Staff respectfully recommends that Council approve this Change Order No. 3 in the amount of \$19,247.59 to Stark Excavating, Inc. for the extra work done on the Lake Bloomington Retaining Wall project and that payment be made with Water Depreciation Funds (X50200-72620).

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

RESOLUTION NO. 2006 - 89

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$19,247.59 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND STARK EXCAVATING, INC. FOR RETAINING WALL AT
LAKE BLOOMINGTON**

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc. for the Retaining Wall at Lake Bloomington; and

WHEREAS, for the reasons set forth in a staff report dated June 26, 2006 it was necessary to install additional tile and tie the building down spouts into the wall, and to grade and topsoil a swale to keep excess storm water from saturating the soil behind the wall; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 26, 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 \$19,247.59 in the contract between the City of Bloomington and Stark Excavating, Inc. for the Retaining Wall at Lake Bloomington be approved.

ADOPTED this 26th day of June, 2006.

APPROVED this 27th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Change Order to the Contract with Stark Excavating, Inc. for the Retaining Wall at Lake Bloomington be approved in the amount of \$19,247.59, 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 #13 to the Contract with P.J. Hoerr, Inc. for the Renovation of the Bloomington Center for the Performing Arts

P.J. Hoerr, Inc. has requested the following change orders to their contract for work associated with the renovation of the Bloomington Center for the Performing Arts. These change orders were reviewed by staff, who found them to be acceptable. The total amount of these change orders is \$61,724.69

#134 Provide additional meter piping as per City inspector	2,056.00
#137 Provide manufacturer requested shunt trip breakers for new elevator	3,242.00
#138 Removal of unsuitable soil, hidden foundation and posts supports	9,013.00
#139 Provide rebuilt wood stairs in auditorium at exits	2,230.80
#141 Provide Banker Wire grilles in lieu of Kentucky Metal grilles	3,295.29
#142 Provide kitchen plumbing modifications as per City inspector	5,843.00
#143 Provide rated wall between rooms 123 & 143	5,075.00
#145 Provide two waterproof flow switches at old chillers	460.60
#146 Provide door hardware revisions for fire, sound and egress codes	24,020.00
#147 Provide carpet at vestibule 209	1,850.00
#148 Provide carpet backing changes	<u>4,639.00</u>
	61,724.69

Total this Change Order	61,724.69
Revised contract	<u>11,479,699.84</u>
New Total Amount	11,541,424.53

This work is outside the existing contract with P.J. Hoerr. Required meter piping needed to be installed, and City Code required plumbing changes in the kitchen per the City inspector. The elevator manufacturer requested shunt trip breakers with interlocking mechanisms be installed for the new front of house passenger elevator. Some unsuitable soil, hidden foundations and concrete posts supports needed to be removed. The wooden stairs at the front of auditorium by the exit doors needed to be rebuilt. It was necessary to change manufacturers of the grilles as Kentucky Metal can no longer manufacture them. A rated wall needed to be installed between the mechanical room and the galleyway. Two waterproof flow switches needed to be installed on the old chillers. The door hardware needed to be changed for fire and sound penetrations as well as egress codes. Carpet needed to be installed in vestibule 209 to match vestibule 204. The carpet backing needed to be changed in several locations.

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

Contingency Fund:	\$600,000.00
Total Change Orders to date:	\$553,224.53

Contingency Balance: \$ 46,775.47

Staff respectfully recommends that Council approve this change order to the contract with P.J. Hoerr, Inc. in the amount of \$61,724.69. Payment for this work will come from account X21100-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director

Barbara J. Adkins
Deputy City Manager

RESOLUTION NO. 2006 - 90

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$61,724.69 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND P.J. HOERR, INC. FOR THE RENOVATION OF THE
BLOOMINGTON CENTER FOR THE PERFORMING ARTS**

WHEREAS, the City of Bloomington has previously entered into a contract with P.J. Hoerr, Inc. for the Renovation of the Bloomington Center for the Performing Arts; and

WHEREAS, for the reasons set forth in a staff report dated June 26, 2006 the following work was necessary: 1.) Required meter piping needed to be installed, and City Code required plumbing changes in the kitchen per the City inspector. 2.) The elevator manufacturer requested shunt trip breakers with interlocking mechanisms be installed for the new front of house passenger elevator. 3.) Some unsuitable soil, hidden foundations and concrete posts supports needed to be removed. 4.) The wooden stairs at the front of auditorium by the exit doors needed to be rebuilt. 5.) It was necessary to change manufacturers of the grilles as Kentucky Metal can no longer manufacture them. 6.) A rated wall needed to be installed between the mechanical room and the galleyway. 7.) Two waterproof flow switches needed to be installed on the old chillers. 8.) The door hardware needed to be changed for fire and sound penetrations as well as egress codes. 9.) Carpet needed to be installed in vestibule 209 to match vestibule 204. 10.) The carpet backing needed to be changed in several locations; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 26, 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 \$61,724.69 in the contract between the City of Bloomington and P.J. Hoerr, Inc. for the Renovation of the Bloomington Center for the Performing Arts be approved.

ADOPTED this 26th day of June, 2006.

APPROVED this 27th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Change Order to the contract with P.J. Hoerr for the Renovation of the Bloomington Center for the Performing Arts in the amount of \$61,724.69 be approved, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bulk Advertising Agreements with Radio Bloomington and AAA Entertainment Radio Group to Promote Events at the Bloomington Center for the Performing Arts

Staff respectfully requests permission to enter into agreements to purchase \$4,500 of advertising from each of two (2) companies; Radio Bloomington and AAA Entertainment Radio Group (total = \$9,000 for both agreements) to promote the Bloomington Center for the Performing Arts (BCPA) and the Cultural District during the 2006-07 fiscal year. These agreements will include guaranteed ad rates and related free promotional opportunities from each radio group.

The two (2) radio groups together create the largest commercial radio presence in the metropolitan area. The listener demographics of each group complement each other and together will enable the Cultural District to reach a broad regional audience.

Staff has evaluated proposals by both groups and finds the terms acceptable. In addition, both groups are agreeable to sharing media partnerships with the BCPA and have agreed to the terms of a joint radio partnership.

Staff respectfully requests that Council approve the agreements with Radio Bloomington and AAA Entertainment Radio Group in an amount not to exceed \$4,500 per company, and the Mayor and City Clerk be authorized to execute the necessary documents. Funds for these services will come from account X21100-70730 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Barbara J. Adkins
Deputy City Manager

(CONTRACTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt that the agreements with Radio Bloomington and AAA Entertainment Radio Group for promoting BCPA events be approved in an amount not to exceed \$4,500 per company, 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: Agreement with the Federal Aviation Administration (FAA) for the Use of the City Right-of-way for a Telecommunication Conduit System

The Federal Aviation Administration (FAA) needs to run conduit under Ireland Grove Road for new approach lighting for the airport. The City has a standard agreement for use of the right of way and has entered into agreements with communication companies such as Sprint, MCI and AT&T in the past.

The FAA has agreed to enter into our form agreement with a few minor modifications. Most of the agreements require the facilities to be moved if the City needs to use the right-of-way in question for City purposes. This is not feasible in this case given the practicalities of shutting down the approach lighting system. The FAA agreed instead to reimburse the City for the purchase of additional right of way should that need arise.

Staff respectfully recommends that Council approve the agreement authorizing Federal Aviation Administration to use of the City right of way for a telecommunication conduit system, and further that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Barbara J. Adkins
Deputy City Manager

**AN AGREEMENT BETWEEN
THE FEDERAL AVIATION ADMINISTRATION
AND THE CITY OF BLOOMINGTON, ILLINOIS**

Federal Aviation Administration (hereafter referred to as “Grantee”), is a federal agency, and the City of Bloomington (hereinafter referred to as “Grantor”) is a municipal corporation organized under the laws of the State of Illinois.

SECTION 1. For the mutual benefit of each of the parties hereto, including the good and valuable consideration specified herein, the Grantee is hereby given the right, permission and authority upon the terms and subject to the conditions of this Agreement to install, maintain and use 2 – 3 inch HDPE (high density polyethylene) conduits and a 13 foot wide crushed gravel road and all appurtenances thereto (“System”) within, under and over, public right-of-way at the following locations:

STREET NAME

Ireland Grove Road 530 feet west of Streid Drive

SECTION 2. The location of said privileges shall be as shown on prints attached hereto, which by reference are made a part of this Agreement. Said System shall be installed, maintained and used in accordance with the Ordinances of the City of Bloomington and the regulations of the Director of Engineering and Water of the City.

SECTION 3. The privilege granted under this License Agreement may not be transferred to any other person or entity without the written consent of the Grantor except Grantee may assign the License Agreement to a legal entity which is a successor entity or a subsidiary or affiliate of Grantee without consent, if prior written notice is given. Such approval shall not be unreasonably withheld or delayed.

SECTION 4. The System hereafter installed shall be so placed and all work in connection with such installation shall be so performed as not to interfere unreasonably with ordinary travel on the highways of the City of Bloomington or with any municipally owned water or sewer pipes then in place. Grantee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation, reasonable wear and tear and damage by the elements excepted. All sidewalks, parkways, or pavements disturbed by said Grantee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed, and in the event that any such sidewalk, parkway or pavement shall become uneven, unsettled, or otherwise require repairing because of such disturbance by the Grantee, the said Grantee, as soon as climatic conditions will permit, shall promptly upon receipt of notice from the City of Bloomington to do so, cause such sidewalk, parkway or pavement to be repaired or restored to the standards required by the City at the time the work is performed.

SECTION 5. Upon the determination by Grantor's Director of Engineering and Water for good cause shown that it is necessary to relocate said System for municipal infrastructure purposes involving expenditures of municipal funds, the Grantee shall relocate the System and shall bear the sole expense of relocation. For purposes of this Agreement, good cause to relocate the System shall mean that Grantor has no suitable alternate location for the municipal infrastructure in question within existing public right of way and that Grantor cannot acquire additional right of right of way for the installation of such infrastructure. If Grantor can acquire additional right of way for such infrastructure then Grantee shall not be required to relocate the System, but Grantee shall be required to reimburse Grantor for the cost of acquiring such right of way.

SECTION 6. Grantee or Grantee's contractor shall maintain a personal liability insurance of \$5,000,000 and a primary general liability insurance coverage in the sum of \$10,000,000 shall be in force during the construction of the facility and proper restoration of the public way after completion of the construction.

SECTION 7. The permission and authority herein granted shall not be exercised and any work to the System shall not be done until a permit authorizing the same shall have been issued by the Grantor's Director of Engineering and Water and upon the faithful observance and performance of all of the conditions and provisions thereof and of this Agreement.

SECTION 8. In accordance with the terms and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the ACT" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under the circumstances which a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

SECTION 9. Grantee waives all claims, except for gross negligence or willful or wanton conduct by the Grantor, its officers, employees or agents, against the Grantor, whether arising directly, by subrogation, assignment, or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures done in whole or in part by the Grantor, its officers, employees and agents or by any other person(s) whether or not they have a permit from the Grantor and whether or not they are associated with the Grantor in any direct or indirect manner, provided however, that Grantor shall notify Grantee in advance of any construction activity Grantor plans to undertake in or around the System which notice shall give Grantee sufficient time to take measures to protect the System as necessary. Grantee shall have no obligation to release or hold Grantor harmless from claims related to damage to the System in the absence of such notice.

SECTION 10. This Agreement may only be amended and/or modified in writing, with the consent of the parties. However, Grantee may add or delete locations to or from the System upon approval of Grantor's Director on Engineering and Water. An addendum will be executed any time there is a change in location.

SECTION 11. This Agreement shall remain in full force and effect for a period of twenty-five (25) years from the date executed by both of the parties, unless earlier terminated as provided herein. This Agreement may be terminated by Grantor, if, after at least thirty (30) days written notice to the Grantee, the Grantee fails to remedy an alleged breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said thirty (30) days, this Agreement shall not be terminated provided that the Grantee has taken substantial steps to remedy the alleged breach within said thirty (30) days and is diligently proceeding with the completion of such cure.

SECTION 12. Upon termination of the privileges herein granted, the Grantee without cost or expense to the Grantor, shall either remove the System herein authorized and restore the public way to a proper condition under the supervision of the City's Department of Engineering or abandon the System in place. Grantee shall remain liable to the Grantor under the provisions hereof until said System is removed or abandoned in place. If Grantee wishes to abandon the System in place notice shall be given to Grantor in writing of the intent to do so, such notice shall state the date on which the System shall be abandoned and identify which parts of the System will be abandoned in place. Grantee shall have no further responsibility to Grantor with respect to the System abandoned. All Grantee's right, title and interest in any part of the System abandoned in place shall pass to Grantor and Grantor may remove, use, lease and/or sell such System without liability to or consent from Grantee.

SECTION 13. Grantee is not a member of JULIE or such other State-wide One-Call Notice System as may be in place pursuant to the Illinois Underground Utility Facilities Damage Protection Act (220 ILCS 50/1 *et seq.*) but Grantee represents that it has a system in place for locating the System upon request. Grantee shall be responsible for erecting appropriate signs notifying the public of the presence of the System and who to contact to for a locate request. Grantor shall have no responsibility for responding to requests to locate the System and shall be released from all liability for damage to the System.

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Agreement with Clark Dietz, Inc. for the Design of a Water Main Replacement Project on Parmon Rd., Reinthaler Rd., Mayflower Ave., and the Surrounding Areas

Staff proposes a project to replace the water mains on Parmon Rd., Reinthaler Rd., Mayflower Ave., and the surrounding areas where the mains are old, undersized and the site of frequent water main breaks. Staff is targeting water main replacement projects in areas where the data indicates water mains are at the end of their useful life or for other reasons such as corrosive soils, are subject to frequent water main breaks, or do not meet service requirements.

The water mains along Parmon Road, Reinthaler Road, Mayflower Avenue and the surrounding areas meet those criteria. In order to upgrade the water mains in this area, the design will include the water mains on Peirce Street, Skyline Court, Reinthaler Road, Parmon Road, Mayflower Avenue, Dunbar Drive, Kemmer Lane, Snyder Drive and Benjamin Lane. The project will improve system reliability, fire protection, and pressure.

At this time, this project is in the design phase. Construction would occur in later years when funding becomes available in a future capital budget or a project of similar size is delayed in a given capital budget year and this project could be substituted, with approval, for the delayed project. Clark Dietz, Inc. has been selected from a group of engineering firms that were requested to present qualifications for water main projects at the beginning of the fiscal year. Staff respectfully recommends that Council approve an Agreement with Clark Dietz, Inc. for the design of a water main replacement project on Parmon Rd., Reinthaler Rd., Mayflower Ave., and surrounding areas in the amount of \$84,600, and further, that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will be paid from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

City of Bloomington
Area 2 – Parmon Road Water Main Replacement Project

City of Bloomington (“Client”)

401½ S. East Street
Bloomington, IL 61701

And

Clark Dietz, Inc. (“Clark Dietz”)
1817 South Neil Street, Suite 100
Champaign, Illinois 61720

Who agree as follows:

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

Approved for Client

By: Stephen F. Stockton
Title: Mayor
Date: June 27, 2006

Approved for Clark Dietz

By: Richard J. Christensen
Title: Vice President
Date: May 26, 2006

PART I SERVICES

A. Scope

The following is the Scope of Engineering Services for the Parmon Road Water Main Replacement Project.

This project spans approximately 12,500 linear feet of local roadways, which includes the design and survey for new 8-inch water main, valves, hydrants, service connections, surface restoration, and associated work and abandonment of the existing water main being replaced.

The project area for water main replacement includes the following:

8-inch water main on Peirce Street from Mercer Avenue easterly to end.

8-inch water main on Skyline Court from Reinthaler Road to Parmon Road.

6-inch water main on Skline Court from Rheinthal Road westerly to end.

8-inch water main on Dunbar Drive from Mercer Avenue to Snyder Drive.

8-inch water main on Kemmer from Mercer Avenue to Snyder Drive.

8-inch water main on Benjamin Lane from Mercer Avenue to Mayflower Avenue.

8-inch water main on Snyder Drive from Benjamin Lane to Peirce Street.

8-inch water main on Reinthaler Road from Skyline Court to Benjamin Lane.

8-inch water main on Parmon Road from Peirce Street to Lincoln Street, tapped on 12-inch water main to Peirce Street.

8-inch water main on Mayflower Avenue from Peirce Street to Benjamin Lane. Water main abandonment will include:

Existing side yard water main between Benjamin Lane to Lincoln Street.

Existing side yard water main between Synder Drive and Parmon Road.

Existing side yard water main between Mayflower Avenue and Willedrob Road.

Existing 6-inch water main on north side of Lincoln Street from Mercer Avenue east to and including connection to, existing 12-inch water main on Lincoln Street.

Water service reconnections will include:

Installation of new water services from new water mains to existing curb stops.

Installation of new service lines from existing 12-inch water main on Lincoln Street to curb stop locations of services previously connected to 6-inch water main on Lincoln Street which will be abandoned.

Scope of Work is completed after final acceptance by the City of Bloomington for the project specifications and drawings, which will be placed "on the shelf" for future bidding and construction when City funds become available. The Scope of Work does not include any work associated with taking the specifications and drawings "off the shelf" and preparing the documents for bid or construction.

The following services will be provided:

I. DESIGN SERVICES

a. Clark Dietz will perform field surveys along the proposed improvement routes. Surveys will include topography and surface features, locating above and below grade utilities, and tie into existing benchmarks.

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

1. Clark Dietz will prepare and submit two (2) sets of plans, specifications, and opinion of probable cost estimate to Client.

m. Clark Dietz will prepare and submit final construction documents in hard copy (I set) and electronic copy (I CD) to the Client.

n. If needed, Clark Dietz will prepare and submit an easement needs drawing documenting overall right-of-way requirements. This scope does not include individual legal descriptions, drawings, or acquisition services for required easements.

3. ELECTRONIC MEDIA

a. The Final project plans and specifications for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF) and AutoCAD 2006 format.

Clark Dietz will provide the Final Drawings for this project in electronic format. The files will be produced in (AutoCAD Version 2006) on IBM PC compatible computers with the Windows XP operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.

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

b. The Client shall provide the following information to Clark Dietz in electronic format for use by Clark Dietz on projects, if the information is available:

1) AutoCAD files of Record Drawings of the existing facilities. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of AutoCAD. If the files do not comply with this provision, Client agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.

2) GIS Files with contain sanitary/storm sewers, water main, street centerlines, cadastral (property lines), zoning, soils, Rights of Way, and aerial photography. If these files are available, the electronic files will be produced by City of Bloomington. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system.

B. Schedule

Anticipated schedule:

Executed contracts between City of Bloomington and Consultant - June 1, 2006.

Begin survey - June 12, 2006.

Submit preliminary plans and specifications to City of Bloomington - August 1, 2006.

Submit final plans and specifications to City of Bloomington - September 1, 2006.

C. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

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

PART II CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

D. Other

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

**PART III
COMPENSATION****A. Compensation**

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$84,600.

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

B. Billing and Payment**1. Timing/Format**

a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.

b. If payment in full is not received by Clark Dietz within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.

c. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

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

PART IV
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents

prepared by Clark Dietz and electronic files, the signed or scaled hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. **SAFETY.** Clark Dietz shall establish and maintain programs and procedures for the safety of its employees. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.

11. **MODIFICATION.** This Agreement upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or Ten Thousand Dollars (\$10,000), whichever is greater.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by

the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

(SCHEDULE OF GENERAL BILLING RATES ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Agreement with Clark Dietz, Inc. for the design of a water main replacement project on Parmon Rd., Reinthaler Rd., Mayflower Ave., and surrounding areas in the amount of \$84,600 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: Professional Services Agreement with Lewis, Yockey and Brown, Inc. for the Design of a Water Main Replacement Project on Moore St., Cloud St., Ryan Dr., Golden Dr. and Wach Dr.

Staff proposes a project to replace the water mains on Moore and Cloud Streets and Ryan, Golden and Wach Drives where the mains are old, undersized and the site of frequent water main breaks. Staff is targeting water main replacement projects in areas where the data indicates water

mains are at the end of their useful life or for other reasons such as corrosive soils, are subject to frequent water main breaks, or do not meet service requirements.

The water mains along Moore and Cloud Streets and Ryan, Golden and Wach Drives meet those criteria. In order to upgrade the water mains in this area, the design will begin on Cloud St. from McGregor to Moore St. on Moore St. from Castle Ave. to Oakland Ave., on Wach Dr., from Cloud St. to the end of Wach Dr., on Ryan Dr., from Cloud St. to the end of Ryan Dr., and on Golden Dr., from Vale St. to the end of Golden Dr. The project will improve system reliability, fire protection, and pressure.

At this time, this project is in the design phase. Construction would occur in later years when funding becomes available in a future capital budget or a project of similar size is delayed in a given capital budget year and this project could be substituted, with approval, for the delayed project. Lewis, Yockey and Brown, Inc., been selected from a group of engineering firms that were requested to present qualifications for water main projects at the beginning of the fiscal year.

Staff respectfully recommends that Council approve this Agreement with Lewis, Yockey and Brown, Inc., for the design of a water main replacement project on Moore St., Cloud St., Ryan Dr., Golden Dr., and Wach Dr., in the amount of \$22,750, and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will be paid from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

REQUEST FOR PROPOSAL CITY OF BLOOMINGTON, WATER DEPARTMENT

The City of Bloomington, Water Department, is requesting proposals for Professional Engineering Services relating to upgrading the distribution infrastructure.

PROJECT AREA 1

Find attached partial distribution diagram labeled Area 1.

Location A: Moore Street; Oakland Avenue south to Castle Avenue.

Install new 8" water main, reconnect all existing services, and abandon existing 2" water main at connection points.

Location B: Cloud Street; Vale Street to approximately Moore Avenue.

Install new 8" water main from existing 8" water main on Vale Street (not shown on diagram) to existing 6" water main, connect existing services to new main and abandon any obsolete services at the point of connection.

Location C: Golden Drive; Vale Street east to dead end.

Install new 6" water main from existing 8" water main on Vale Street (not shown on diagram) to termination on east end, make new service connection to all homes facing Golden Drive and abandon existing 4" water main in side yard and back yards at the points of connections.

Location D: Cloud Street; McGregor Street to Vale Street, includes Ryan Drive from Croxton Avenue to Cloud Street and Wach Drive from Cloud Street to dead end.

Install new 8" water main from existing 12" water main on McGregor Street to existing 8" water main on Vale Street (not shown on diagram) along Cloud Street.

Install new 8" water main from proposed 8" water main on Cloud Street to Croxton Avenue along Ryan Drive.

Install new 6" water main from proposed 8" water main on Cloud Street to dead end.

New service connection from the proposed water mains to the existing service curb stops, including connection to existing services at new curb stop.

SCOPE

Professional Service shall include:

Review of any record drawings provided by the City (if same are available).

Allow not less than (four) working days for any information requested.

Complete area surveys, including elevations of sanitary and storm sewers.

The City Water Department will locate existing water facilities in advance of survey (allow not less than 4 (four) days prior notification to City for these locates.

Preparation of preliminary plans and contract documents;

Upon submittal to the City Water Department allow 14 days for review and comment. Should more than one review be required no additional compensation shall be provided by the City.

Final plans and contract documents;

Upon submittal to the City Water Department allow 14 days for review and comment. Should more than one review be required no additional compensation shall be provided by the City.

Submission of electronic data file of plans and contract documents.

Included items are:

All transportation

Telephone conferences

Printing and coping

Insurance: Includes the City of Bloomington as additionally insured

PROPOSAL FORMAT

The Firm selected shall perform the above for the following listed, cost not to exceed, prices, as follows;

Completion of all required survey work; bill upon review and approval of Preliminary Plan and Contract documents: \$14,750.00

Completion of all required work relating to preparation of Preliminary Plans and Contract Documents; bill upon submittal of Final Plan and Contract Documents for approval: \$6,850.00

Completion of all required work relating to preparation of Final Plans and Contract Documents; bill upon acceptance by City of Bloomington Water Department: \$1,150.00

TOTAL: \$22,750.00

For: Lewis Yockey & Brown Inc.

By: Dave Yockey

Title: President

Date: April 27, 2006

(PROJECT AGREEMENT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Agreement with Lewis, Yockey and Brown, Inc., for the design of a water main replacement project on Moore St. Could St. Ryan Dr., Golden Dr., and Wach Dr., in the amount of \$22,750 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: Professional Services Agreement with Concord Engineering and Science, Inc., for the Design of a Water Main Replacement Project on Olive St., Taylor St., Jackson St. and East Gate Place

Staff proposes a project to replace the water mains on Olive St., Taylor St., Jackson St. and East Gate Place where the mains are old, undersized and the site of frequent water main breaks. Staff is targeting water main replacement projects in areas where the data indicates water mains are at the end of their useful life or for other reasons such as corrosive soils, are subject to frequent water main breaks, or do not meet service requirements.

The water mains along Olive St., Taylor St., Jackson St., and East Gate Place meet those criteria. In order to upgrade the water mains in this area, the design will include the water mains on Olive St., Taylor St., Jackson St. and East Gate Place. The project will improve system reliability, fire protection, and pressure.

At this time, this project is in the design phase. Construction would occur in later years when funding becomes available in a future capital budget or a project of similar size is delayed in a given capital budget year and this project could be substituted, with approval, for the delayed project. Concord Engineering and Science, Inc. has been selected from a group of engineering firms that were requested to present qualifications for water main projects at the beginning of the fiscal year.

Staff respectfully recommends that Council approve this Agreement with Concord Engineering and Science, Inc., for the design of a water main replacement project on Olive St., Taylor St., Jackson St., and East Gate Place in the amount of \$23,000 and further, that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will be paid from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

May 22, 2006

City of Bloomington Water Department
ATTN: Mr. Craig Cummings, Director of Water
603 W. Division Street

PO Box 3157
Bloomington, Il 61702-3157

RE: P.N. 10151
Civil Engineering Design Services
City of Bloomington Water Department: Distribution Infrastructure Improvement Plan
Project Area 3
Bloomington, Illinois

Dear Mr. Cummings:

Pursuant to your invitation, Concord Engineering & Science, Inc. (CES) is pleased to present this proposal for civil engineering design services, preparation of construction plans, and related professional services required for the development of the above referenced project area. It is our understanding that Project Area 3 of the Distribution Infrastructure Improvement Plan consists of installing new water mains on Olive Street, Taylor Street, Jackson Street and East Gate Place including necessary incidentals in the City of Bloomington, Illinois. The civil engineering design services proposed herein will consist of preparation of construction plans for Project Area 3 as described in the Request for Proposal from the City of Bloomington Water Department and the letter dated March 27, 2006.

SCOPE OF SERVICES

CES will provide the following engineering services for your residential subdivision:

- A. Preparation of construction documents:
 - a. Cover Sheet
 - b. Water main plan for each street
 - c. Water main profile or detail describing conflict points
 - d. Details
 - e. Special Provisions
 - f. Topographic survey including elevations of sanitary and storm sewers.
- B. Meet with the City of Bloomington to review the construction documents if necessary.
- C. Submit construction documents and special provisions in both paper and electronic format.

PROJECT SCHEDULE

We will begin our services after receipt of this Agreement executed by you, which will serve as a notice to proceed. We will then complete the survey and preliminary design work by August 1, 2006. Final plans and contract documents will be submitted to the City by September 1, 2006.

PROJECT COSTS

CES proposes a **Not to Exceed Fee** for completion of the above referenced Scope of Services. The fee breakdown is as follows:

Completion of all required survey work	\$11,000.00
Completion of all required work relating to preparation of the Preliminary Plans and Contract Documents	\$10,000.00
Completion of all required work relating to preparation of the Final Plans and Contract Documents	\$2,000.00
Total Not to Exceed Fee	\$23,000.00

ITEMS PROVIDED BY OWNER

It will be your responsibility to provide the following:

1. Locate existing water facilities.
2. All permit fees associated with this project.
3. Any existing plans that may facilitate in the design of this project.

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. Construction observation.
2. Easement plats may be necessary for construction.

CLOSURE

The performance of the proposed Scope of Work is subject to our General Conditions, which are incorporated into and made a part of this Proposal for your acceptance. Feel free to contact me with any questions you may have, or in the event that modifications to this Proposal are required. To acknowledge acceptance of this Proposal and provide authorization to proceed, please sign one copy of this proposal and return it by fax transmittal to 309-664-4418, or by mail to our office at 2422 E. Washington Street, Suite 106, Bloomington, IL 61704.

We appreciate the opportunity to submit this proposal and look forward to assisting you with this project.

Respectfully submitted,

CONCORD ENGINEERING & SCIENCE, INC.

Rob Orwig, P.E.
Senior Civil Engineer

Approved and accepted for Stephen F. Stockton

By: Stephen F. Stockton

June 27, 2006

(GENERAL CONDITIONS ON FILE IN CLERK'S OFFICE)

Alderman Gibson questioned the three (3) previous items all of which involved water main replacements. He cited the problems with water pressure in the South Hill neighborhood. Craig Cummings, Director of Water, addressed the Council. He noted that the following item also addressed water main replacement. These four (4) items were for design work only. A list had been developed which contained the worst performing water mains. He cited factors such as the number of breaks, corrosion problems, under size mains, (two to four inches), inadequate fire protection, etc. Some of these water mains can be found in alleys. These four (4) projects will address maintenance issues. He noted his awareness that some neighborhoods have pressure problems.

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Agreement with Concord Engineering and Science Inc., for the design of a water main replacement project on Olive St., Taylor St., Jackson St., and East Gate Place be approved in the amount of \$23,000, and the Mayor and City Clerk authorized to execute the necessary documents.

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

Ayes: Aldermen 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 Global Engineering and Technology, Inc. for the Design of the Water Main Replacement Project on Stewart and East Streets

Staff proposes a project to replace the water mains on Stewart and East Streets, where the mains are old, undersized and the site of frequent water main breaks. Staff is targeting water main replacement projects in areas where the data indicates water mains are at the end of their useful

life or for other reasons such as corrosive soils, are subject to frequent water main breaks, or do not meet service requirements.

The water mains along Stewart and East Streets meet those criteria. In order to upgrade the water mains in this area, the design will begin on Stewart Street at Main Street and run east to meet the existing water main in Stewart Street, and the water main on East Street, north of Stewart Street will also be replaced. The project will improve system reliability, fire protection, and pressure.

At this time, this project is in the design phase. Construction would occur in later years when funding becomes available in a future capital budget or a project of similar size is delayed in a given capital budget year and this project could be substituted, with approval, for the delayed project. Global Engineering and Technology, Inc., has been selected from a group of engineering firms that were requested to present qualifications for water main projects at the beginning of the fiscal year.

Staff respectfully recommends that Council approve this Agreement with Global Engineering and Technology, Inc., for the design of the water main replacement project on Stewart and East Streets in the amount of \$10,230, and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will be paid from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

**CITY OF BLOOMINGTON, ILLINOIS
PROFESSIONAL SERVICES CONTRACT AGREEMENT**

THIS AGREEMENT entered into as of this ___ day _____ of 2006, by and between City of Bloomington Water Department, hereinafter referred to as the "DEPARTMENT" and GLOBAL ENGINEERING & TECHNOLOGY LLC (GET), hereinafter referred to as "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the DEPARTMENT requires professional services for water mains design to City Standards at locations described on attached sheet labeled as **Project Area 4**; and

WHEREAS, it is recognized by the DEPARTMENT that such an undertaking can be completed more rapidly and efficiently by augmenting its staff with services of the CONSULTANT, experienced and qualified in this field; and

WHEREAS, the CONSULTANT has the necessary qualifications, expertise and experience necessary to furnish such services upon the terms and conditions set forth herein below; and

WHEREAS, the CONSULTANT has a general familiarity with the problem, has expressed a willingness to provide said services as may be required by the DEPARTMENT upon the terms, and conditions hereinafter provided.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1 - SCOPE OF SERVICES

The Scope of Services shall include the following (as provided by the City): Professional Service shall include:

Review of any record drawings provided by the City (if same are available).

Allow not less than 4 (four) working days for any information requested.

Complete area surveys, including elevations of sanitary and storm sewers.
The City Water Department will locate existing water facilities in advance of survey (allow not less than 4 four) days prior notification to City for these locates.

Preparation of preliminary plans and contract documents:

Upon submittal to the City Water Department, allow 14 days for review and comment.

Should more than one review be required no additional compensation shall lie provided by the City.

Final plans and contract documents:

Upon submittal to the City Water Department, allow 14 days for review and comment.

Should more than one review he required no additional compensation shall he provided by the City.

Submission of electronic data tile of plans and contract documents.

Included items are:

1. All transportation
2. Telephone conferences
3. Printing and copying (up to four sets)
4. Insurance: Includes the City of Bloomington as additionally insured

Items not included:

Right of way establishment or location of property pins,
Staking and
I.E.P.A. permits

SECTION 2 - ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the DEPARTMENT, the CONSULTANT will furnish Additional Services, which shall be paid for by the DEPARTMENT as indicated in Section 5.

SECTION 3 - THE DEPARTMENT RESPONSIBILITY

The DEPARTMENT will:

- 3.1 Provide full information as to its requirements for the work.
- 3.2 Assist the CONSULTANT by placing at his disposal all available information pertinent to the work, including previous plans and any other relative data.
- 3.3 Furnish the CONSULTANT appropriate Department documentation including existing water service connections required for the design.
- 3.4 Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services under this Agreement.
- 3.5 Examine the draft plans presented by the CONSULTANT and render in writing decisions pertaining thereto within the prescribed time so as not to delay the services of the CONSULTANT
- 3.6 Designate in writing a person to act as the Department's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define their respective utilities policies and decisions with respect to the services covered by this Agreement.
- 3.7 Furnish, or direct the CONSULTANT to provide, necessary Additional services and stipulated in Section 2 of this Agreement or other services as required.
- 3.8 Bear all costs incident to compliance with the requirements of this Section.

SECTION 4 - PERIOD OF SERVICE

4.1 Preliminary draft plans shall be submitted by August 1, 2006 and the final plans by September 1, 2006. The schedule is predicated upon completion in three months after receipt of notice to proceed.

4.2 If the DEPARTMENT has requested significant modifications or changes in the scope of work, the time performance under paragraph 4.1 shall be adjusted appropriately.

SECTION 5 - PAYMENTS TO THE ENGINEER

5.1 For the scope of services indicated in Section 1, the CITY shall pay the CONSULTANT on an hourly basis at the rates indicated below, with the maximum contract amount not to exceed \$10,230 (Ten Thousand Two Hundreds Thirty Dollars). Hourly rates will be charged as shown below. The total fee will be determined by the hourly rates times a multiplier of 2.3 to cover overhead, indirect costs and profit.

Those out-of-pocket expenses not covered in Section 1, will be added to the hourly rates at cost times a multiplier of 1.20. Hourly rates charges for Engineering Services:

Principal	\$49.00
Project Manager/Project Engineer	\$43.00
Junior Engineer	\$36.00
Technicians & Draftsmen	\$23.00
Office Support	\$16.00

Services will be invoiced monthly and payment due 15-days after the date of the invoice.

5.2 If additional services are requested of the CONSULTANT, the DEPARTMENT shall compensate the CONSULTANT based on the same hourly rate schedule.

5.3 The DEPARTMENT shall make prompt payments to the CONSULTANT based on monthly billings, which shall represent actual work accomplished and hours expended.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

Either party upon fifteen days' written notice may terminate this agreement. If this Agreement is so terminated, the CONSULTANT shall be paid for the value of the work completed to date plus a reasonable amount to defer the cost of demobilization and reassignment of personnel.

6.2 Insurance

The CONSULTANT will maintain standard professional insurance throughout the duration of this contract.

6.3 Successors and Assigns

The DEPARTMENT and the CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all

covenants of this Agreement; except as above, neither the DEPARTMENT nor the CONSULTANT will assign, sublet or transfer his interest in this Agreement without the written consent of each other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DEPARTMENT and the CONSULTANT

6.4 Official Notices and Correspondence.

All exchange of information of an official contractual nature, between the DEPARTMENT and CONSULTANT shall take place between the Representatives selected for each DEPARTMENT and the Consultant's Partner-in-charge (Principal).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Water Department
City of Bloomington

Consultant
Global Engineering & Technology
LLC

Stephen F. Stockton
Mayor

Surinder Sethi, P.E.
Principal

Attested:

Witness:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Agreement with Global Engineering and Technology, Inc., for the design of the water main replacement project on Stewart and East Streets be approved in the amount of \$10,230, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Intergovernmental Agreement between the Bloomington and Normal Water Reclamation District and the City Regarding the Installation and Maintenance of Radio Control Panels and Associated Equipment at the Hamilton Road Water Tower

The location of the Hamilton Road Water Tower is ideal for use as a communications site for both the City and the Bloomington and Normal Water Reclamation District (BNWRD). BNWRD utilizes this location for a communication site link between its new southwest plant and the main plant on Oakland Avenue.

Staff has been involved in the discussions of the type of equipment to be used at the tank site, the compatibility with existing City communication equipment and any other technical issues. Staff has reviewed the Intergovernmental Agreement regarding the installation and maintenance of radio control panels and associated equipment at the Hamilton Road Water Tower and finds it to be in order.

Staff respectfully recommends that Council approve the Intergovernmental Agreement between BNWRD and the City regarding the installation and maintenance of radio control panels and associated equipment at the Hamilton Road Water Tower, and further that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Craig M. Cummings
Director of Water

Barbara J. Adkins
Deputy City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BLOOMINGTON
AND NORMAL WATER RECLAMATION DISTRICT AND THE CITY OF
BLOOMINGTON REGARDING INSTALLATION OF CONTROL PANELS IN THE
HAMILTON ROAD WATER TOWER**

This Agreement is entered into by and between the BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT and the CITY OF BLOOMINGTON, public entities located in the State of Illinois.

ARTICLE I PURPOSE

This Agreement provides for the installation of Ethernet control panels, radio panels, associated electrical conduit and cables, and two Ethernet and one radio antenna on the Hamilton Road Water Tower. This Agreement is between the City of Bloomington (hereinafter referred to as

“City”) and the Bloomington and Normal Water Reclamation District, (hereinafter referred to as “BNWRD”), and is pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

ARTICLE II AGREEMENT

THE CITY AND BNWRD AGREE TO THE FOLLOWING:

1. BNWRD shall install two Ethernet control panels in the existing Hamilton Road Water Tower Control room, and a Radio Panel in the Tower Mezzanine with associated electrical conduit and control/power cables. Additionally, BNWRD shall install two Ethernet and one radio antenna on top of the Tower. Such installation shall be the obligation of BNWRD or its agent, and the cost of such installation shall be borne by BNWRD.
2. Where possible, BNWRD shall use oversize panels and conduit to allow sharing of available panel space and conduit, as there is limited available space in the Tower Control room, and to limit the number of conduit penetrations through the top of the tank.
3. BNWRD will bear responsibility for maintenance of the aforementioned Ethernet control panels and radio panels.
4. BNWRD shall be responsible for removal and replacement of the proposed and existing BNWRD antenna equipment for tank painting or maintenance. In the event that the City performs this removal or replacement of the antenna, BNWRD will reimburse the City for their costs for such work.
5. In the event that the aforementioned panels require service BNWRD shall notify the City of this need for access to the Tower for such servicing in advance.
6. BNWRD shall be responsible for the electrical installation costs as needed for the proposed and aforementioned equipment. However, electrical power costs for the proposed equipment are considered minimal and will not require separate metering or monthly charges to BNWRD and BNWRD shall not be responsible for such electrical power costs.

ARTICLE III AMENDMENTS

This Intergovernmental Agreement shall be binding upon all parties unless and until amended by an Agreement of all parties.

ARTICLE IV SEVERABILITY

This Intergovernmental Agreement is severable and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.

**ARTICLE V
EFFECTIVE DATE**

This Intergovernmental Agreement shall continue in full force and effect beginning the _____ day of _____, 2004, until such time as it may be amended or revised by the same action that caused its adoption.

The parties hereto agree that the foregoing constitutes all of the agreement among the parties, and IN WITNESS WHEREOF, the parties have affixed their respective signatures on the date indicated below.

BLOOMINGTON AND WATER
RECLAMATION DISTRICT

BY: _____
President

ATTEST:

Clerk

DATE: _____

CITY OF BLOOMINGTON

BY: Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Date: June 27, 2006

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Intergovernmental Agreement between BNWRD and the City regarding the installation and maintenance of radio control panels and associated equipment at the Hamilton Road Water Tower 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: Agreement with Life Line Mobile Medics for Paramedic Services

Life Line Mobile medics (LLMM) will cease providing emergency ambulance transports on or about August 1, 2006. LLMM will continue to provide paramedic response in an SUV with one paramedic. At that time the Fire Department will begin transporting those patients requiring paramedic care. The LLMM paramedic will provide patient care on scene and continue to provide patient care on board the Fire Department ambulances.

The accompanying agreement is necessary as there is no mechanism for LLMM to directly bill those patients who are transported by Fire Department ambulances and receive care from LLMM paramedics. Medicare and most insurance providers will provide payment only to the transporting agency. To receive compensation for paramedic services it will be necessary for the City to bill the patient at the appropriate Advance Life Support (ALS) rate and then make payment to LLMM for the paramedic service.

The current City ALS rate is \$408. Based on a sixty percent (60%) collection rate, the City can expect to net \$244.20 per ALS transport. The accompanying agreement provides for payment to LLMM in the amount of \$204.00 per ALS transport. Staff anticipates approximately 1,000 ALS runs per year. No payment will be made to LLMM on any of the approximate 4,200 Basic Life support runs the Fire Department transports annually.

Staff respectfully requests that the Agreement with LLMM be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Keith Ranney
Fire Chief

Barbara J. Adkins
Deputy City Manager

LIFELINE ALS SERVICE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, Illinois, a home rule unit of local government and Lifeline Mobile Medics, Inc., a not-for-profit Illinois corporation, doing business as Lifeline.

WHEREAS, the City of Bloomington operates a Fire Department which provides emergency medical services to the residents of the City of Bloomington; and

WHEREAS, the City of Bloomington Fire Department currently provides basic life support services in connection with its emergency medical services; and

WHEREAS, Lifeline currently provides advanced life support services in connection with its emergency medical services provided in McLean County; and

WHEREAS, Lifeline desires to eliminate its transport services, but continue to provide advanced life support services to residents of McLean County; and

WHEREAS, Lifeline and the City of Bloomington have agreed to cooperate in the provision of emergency medical transport services and advanced life support services to the residents of the City of Bloomington as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The City of Bloomington shall continue to provide emergency medical transport services within the City of Bloomington.
2. Lifeline shall eliminate its transport services within the City of Bloomington and shall implement a chase vehicle protocol wherein Lifeline shall dispatch in a non-transport vehicle to calls for emergency medical services within the City of Bloomington and intercept City of Bloomington transport vehicles in accordance with established protocol. A copy of current protocol is attached hereto as Exhibit A. Said protocol may be amended from time to time without amending this Agreement.
3. Lifeline upon intercept shall provide advanced life support services to patients being transported by the City of Bloomington Fire Department emergency medical services vehicles.
4. The City of Bloomington agrees to compensate Lifeline in the amount of \$204.00 per intercept for the delivery of advanced life support services by Lifeline to patients transported by City of Bloomington emergency medical services transport vehicles.
5. Lifeline agrees to submit any and all documentation required by any and all third parties billing services in order to process any claim for reimbursement by the City of Bloomington for the delivery of advanced life support service.

6. The City of Bloomington agrees to reasonably process bills for payment for the delivery of emergency medical services by the City and Lifeline as set forth in this Agreement. The City may engage a third party contractor to bill for the services provided herein. Lifeline agrees to cooperate with any and all rules, regulations or protocols established by the third party billing service in order to receive payment under this Agreement.

7. The City of Bloomington shall not be liable for any delays in payment to Lifeline which delays are caused by billing and processing services provided by others or otherwise beyond the control of the City of Bloomington.

8. Lifeline agrees, for and on behalf of itself, its successors and assigns, and hereby releases the City of Bloomington, its officers, employees and agents (collectively City Parties) and agrees to indemnify and hold harmless City Parties from and against any and all losses, liabilities, costs, expenses (including attorney fees), fines, penalties, assessments, damages, claims, demands, actions, causes of action, suits, judgments and settlements (collectively indemnifiable losses) arising in any manner, directly or indirectly, from or in connection with the provision of services by Lifeline, its employees or agents pursuant to the terms of this Agreement.

9. Lifeline upon tender of defense by the City of Bloomington agrees to defend the City of Bloomington, its officers, agents and employees from and against any and all losses, liabilities, costs and expenses, fines, penalties, assessments, damages, claims, demands, actions, causes of action, suits, judgments and settlements arising in any manner, directly or indirectly, from or in connection with the provision of services and the terms of this Agreement by Lifeline, its officers, agents and employees.

10. Without waiving any immunity as provided at common law or pursuant to the Local Governmental and Governmental Employees Tort Immunity Act, the City of Bloomington for and on behalf of itself hereby releases Lifeline, its officers, agents, employees, successors and assigns and agrees to indemnify and hold harmless Lifeline from and against any and all losses, liabilities, costs and expenses (including attorney fees), fines, penalties, assessments, damages, claims, demands, actions, causes of action, suits, judgments and settlements (collectively indemnifiable losses) arising in any manner, directly or indirectly, from or in connection with the delivery of transport services and basic life support services by the City of Bloomington as set forth in this Agreement.

11. The parties to this Agreement agree to obtain and maintain throughout the term of this Agreement public liability insurance coverage in an amount not less than \$1,000,000 for property and \$1,000,000 for the death or injury of one person and \$3,000,000 for any one accident or casualty. Such insurance shall name the other party as an additional insured. Certificates evidencing such insurance coverage shall be provided upon execution of this Agreement.

12. This Agreement is not intended nor do the parties intend to create by this Agreement, a joint venture or partnership. It being understood and agreed that each party hereto is a separate legal entity providing services over which the other party has no control.

13. Any and all notices to be given under the terms of this Agreement and/or fees to be paid shall be delivered or remitted to the following address:

Lifeline
112-B Southgate Dr.
Bloomington, IL 61704

City of Bloomington
Attention: City Manager
109 East Olive Street
Bloomington, IL 61701

14. This Agreement binds the parties, its successors and assigns and shall inure to the benefit of the parties, its successors and assigns. This Agreement shall not be assigned without express written consent of both parties.

15. The individuals signing this Agreement on behalf of the parties each represent that he or she has full power and authority to sign this Agreement on behalf of the party for whom he or she is signing and to bind such party to the term of this Agreement.

16. Lifeline agrees to execute the certifications attached as Exhibit B to this Agreement and certifies that such representations are true and correct.

17. This Agreement shall be effective from and after July 1, 2006, however, the parties may delay the effective date of this Agreement if for reasons beyond the control of the parties, either party is not in a position to implement said Agreement. In such case prior notice shall be given as soon as practicable and the parties shall meet on a regular basis in order to facilitate implementation of this Agreement.

18. The parties agree to abide by all applicable laws governing the delivery of services and the billing for services delivered whether such law is enacted by the federal, state or local governing authority.

19. This Agreement shall terminate upon the earlier of (1) January 1, 2009, or (2) such time as Normal Fire Department is certified as an ALS provider.

20. The parties shall meet on a monthly basis to discuss the delivery of services pursuant to the terms of this Agreement.

21. This Agreement shall not be amended except in writing as agreed by the parties.

City of Bloomington

By: Stephen F. Stockton
Its Mayor

ATTEST:

Tracey Covert

Date: June 27, 2008

Lifeline Mobile Medics, Inc.

By Keith R. Dutton
Its CEO

ATTEST:

Hayley Helpingstine

Date: June 29, 2006

Exhibit B

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the City of Bloomington to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

- I. Contractor certifies that no City of Bloomington officer or employee has any interest in the proceeds of this contract.
- II. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
- III. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
- IV. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
- V. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
- VI. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the City of Bloomington.

- VII. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
- VIII. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
- IX. Contractor agrees to comply with applicable provisions of the City of Bloomington Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
- X. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
- XI. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in the performance of this contract are manufactured or produced in the United States.
- XII. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
- XIII. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
- XIV. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
- XV. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the City of Bloomington Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
- XVI. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Dated: June 29, 2006

Lifeline Mobile Medics, Inc.

Keith R. Dutton

Attest:

Haley Helpingstine

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Permission to Accept Grant for Water Quality Monitoring

Staff has been working with the Farnsworth Group and Goodpaster/Jamison Inc. on a redevelopment of the stream at "The Grove" subdivision. Goodpaster/Jamison Inc. has secured a grant from the Illinois Environmental Protection Agency, (IEPA) Bureau of Water for water quality monitoring. The cost of the project is \$40,000.

The IEPA has allowed matching funds for this project to come from the developer. However, the grant recipients must be a government agency. The project would be of no cost to the City.

Staff respectfully requests that Council accept the grant from the IEPA, Bureau of Water in the amount of \$40,000 on behalf of Goodpaster/Jamison Inc., for water quality monitoring as part of the redevelopment of the stream at "The Grove" subdivision.

Respectfully,

Dean Kohn
Director of Parks and Recreation

Barbara J. Adkins
Deputy City Manager

(DOCUMENTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt that the grant be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen 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 Approving an Agreement with the Union Pacific Railroad for a Proposed 12" Water Pipeline Crossing of Railroad Property at Euclid Street

On April 24, 2006, Council approved a contract with Stark Excavating to improve Euclid Street from the Union Pacific Railroad (UPRR) south to Oakland Avenue. The project includes placing a new 12 inch water main in Euclid Street, including crossing under the railroad track. The UPRR has sent a proposed agreement to allow the water main to cross their property at the Euclid Street crossing (mile post 126.99 on the Springfield Subdivision/Branch). The proposed agreement would allow the crossing for a one time fee of \$1,500. A one time fee is much preferable to a yearly lease.

Staff has reviewed the agreement and finds everything to be in order, and respectfully recommends that the payment in the amount of \$1,500 to the UPRR be approved, the Mayor and City Clerk authorized to execute the necessary documents and the Resolution adopted. Funds for this payment will be made with Water Depreciation Funds (X50200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy City Manager

RESOLUTION NO. 2006 - 91

WHEREAS, UNION PACIFIC RAILROAD COMPANY has tendered to CITY OF BLOOMINGTON an agreement covering a 12" water pipeline crossing at milepost 126.99 on the Springfield Subdivision/Branch (Euclid Avenue) in Bloomington, McLean County, Illinois; and

WHEREAS, the City Council of CITY OF BLOOMINGTON has said proposed agreement before it and has given it careful review and consideration; and

WHEREAS, it is considered that the best interests of said City will be subserved by the acceptance of said agreement.

THEREFORE, BE IT RESOLVED by City Council of CITY OF BLOOMINGTON:

That the terms of the agreement submitted by UNION PACIFIC RAILROAD COMPANY as aforesaid be, and the same are hereby, accepted on behalf of said City:

That the Mayor of said City is hereby authorized, empowered and directed to execute said agreement on behalf of said City and that the City Clerk of said City is hereby authorized and directed to attest said agreement and to attach to each duplicate original of said agreement a certified copy of this Resolution.

ADOPTED this 26th day of June, 2006.

APPROVED this 27th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the payment in the amount of \$1,500 to the UPRR be approved, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen 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 General Maintenance Resurfacing of City Streets Motor Fuel Tax No. 06-00000-00-GM

In order to expend Motor Fuel Tax Funds (MFT) on a project, the Illinois Department of Transportation (IDOT) requires that Council to pass a Resolution appropriating the necessary

money. This Resolution will appropriate \$500,000 for the annual program of resurfacing City streets. This project is included in the proposed 2006-2007 budget with MFT Funds.

As all items are in order, staff respectfully recommends that Council adopt a Resolution appropriating \$500,000 in MFT Funds for resurfacing various streets to be done by the City under the Illinois Highway Code, MFT No. 06-00000-00-GM.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy City Manager

(RESOLUTION 2006-92 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt 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 Highland Park CVS, LLC, d/b/a CVS/Pharmacy #8660, located at 210 N. Center St., for a PA liquor license, which will allow the sale of all types of packaged alcohol for consumption off the premises six (6) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Highland Park CVS, LLC d/b/a CVS/Pharmacy #8660, located at 210 N. Center St., requesting a PA liquor license which allows the sale of all types of packaged alcohol for consumption off the premises six (6) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel, and Tracey Covert, City Clerk; Kevin Frost, Store Manager and Dick Cook, District Manager, Applicant representatives.

Commissioner Stockton requested that the Applicants explain their business plan. Dick Cook, District Manager, noted that there had been a change of ownership. The free standing Osco

stores were sold to CVS. Mr. Cook oversees the stores in Bloomington and Springfield. Commissioner Stockton noted that these free standing stores had no affiliation with Albertson's. He questioned where CVS was head quartered. He noted that CVS had seen considerable growth in recent years. Mr. Cook informed the Commission that CVS was head quartered in Rhode Island.

Commissioner Stockton questioned if the floor plan was accurate. Kevin Frost, Store Manager, addressed the Commission. He noted that the floor plan was for a standard CVS store. Commissioner Buchanan noted that this store was smaller than CVS's standard store.

Mr. Cook informed the Commission that the store would be freshened up. CVS was currently performing a beta test. If the store design is successful, then CVS will begin work on sixty (60) stores a week. He added that the shelving would also be lowered.

Commissioner Stockton noted that the City had received a letter from a nearby business owner. They questioned permitting the Applicant to offer single serve alcoholic beverages for sale. Mr. Cook noted that the current license holder voluntarily agreed two (2) years ago to limit the sale of single serve items until 12 noon. Commissioner Buchanan noted the additional condition which restricted liquor sales until after 9:00 a.m. Mr. Cook responded affirmatively.

Commissioner Buchanan noted that the letter was received and dated June 14, 2006. He noted that the issues raised were common regarding single serve sales. He questioned attributing these concerns to the Osco store. He expressed his concern about the issues raised.

However, if substantiated, then they could be addressed in the future. He added that he was not opposed to the application based upon the letter.

Commissioner Stockton noted that the points raised might be more intense due to the location of this business, (within a half block). The City cannot focus on the Downtown. There needed to be a level playing field. He informed the Applicants that they could anticipate further restrictions.

Commissioner Petersen questioned if the Applicants were aware of the issues raised by this Downtown merchant. Mr. Frost responded negatively. He expressed his opinion that the change to 12 noon had been a good.

Commissioner Clapp questioned the percentage of alcohol sales from single serve products. Mr. Cook noted that it would be difficult to place a dollar figure on it. He had not heard any complaints nor seen any problems. He had been with Osco for four (4) years. Commissioner Stockton noted that the City had received complaints. The letter cited perceptions of the Downtown and the recent retail failures.

Commissioner Petersen questioned the cost of a single serve product. Mr. Frost noted that a twenty-four ounce (24 oz.) can of beer costs \$1.30.

Commissioner Stockton noted the need to discuss this issue on a Citywide basis.

Commissioner Buchanan questioned the frequency of requests for single serve items between the hours of 9:00 a.m. and 12 noon. Mr. Frost responded fairly often.

Commissioner Petersen noted that this establishment was similar to the convenient stores. Convenient stores have expressed their desire to retain the right to stock and sell single serve sizes. He questioned if CVS would be opposed if the City removed the ability and banned single serve items. Mr. Cook noted that CVS would not be opposed if the City established a level playing field.

Commissioner Stockton put the Applicants on notice that the City reserved the right to impose a single serve ban at a future date. He added his preference that such a ban be City wide.

Hannah Eisner, Deputy Corporation Counsel, addressed the Commission. She reminded them that this was an Application for a new license. The current license holder had complied voluntarily. The definition of single serve was added to the City Code, Chapter 6. Alcoholic Beverages, Section 1. Definitions in 2004. Any item which weigh forty ounces (40 oz.) or less was defined as single serve. She noted that the Commission could impose conditions.

Based on the above, the Liquor Commission recommends to the City Council that a PA liquor license for Highland Park CVS, LLC, d/b/a CVS/Pharmacy #8660, located at 210 N. Center St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no alcohol sales be permitted before 9:00 a.m.; and 2.) no single serve sales be permitted before 12 noon.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Alderman Schmidt questioned this liquor license and single serve sales. Mayor Stockton noted that the Liquor Commission continued to move forward on this issue. Hannah Eisner, Deputy Corporation Counsel, informed the Council that at the Commission's June 14th meeting, she was directed to prepare a draft ordinance for the Commission's July 12, 2006 meeting.

Motion by Alderman Crawford, seconded by Alderman Schmidt that a PA liquor license for Highland Park CVS, LLC, d/b/a CVS/Pharmacy #8660, located at 210 N. Center St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no alcohol sales be permitted before 9:00 a.m.; and 2.) no single serve sales be permitted before 12 noon.

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: Housekeeping Budget Amendments

State statutes require that the City not exceed in any individual fund than appropriated in the budget for that fiscal year. Every year staff prepares a list of “Housekeeping” budget amendments wherein line items are adjusted as needed to ensure being within the requirements as well as adjusting line items for other technical reasons.

Inevitably some lines go over budget each year which require “housekeeping” budget amendments at year end. These budget amendments deal only with technical adjustments, and rather than constantly do these amendments during the year, the amendments are made at year end, only for those items needed. These amendments do not include funds where expenditures were less than budgeted.

Necessary adjustments to items include purchases or projects (such as grants) that were approved in midyear but not budgeted. Projects approved after the budget was published, unforeseen circumstances (such as retirements of specific personnel and unfunded mandates) and emergencies requiring expenditures that were not budgeted. Payouts for items from previous years, thus throwing off the expected budget outlay, plain errors in budgeting, wherein projected expenses were exceeded, or simply a typo in the official budget.

Staff respectfully requests that the Housekeeping Budget Amendments be approved, and the Ordinance passed.

Respectfully,

Brian J. Barnes
Finance Director

Barbara J. Adkins
Deputy City Manager

ORDINANCE NO. 2006 - 65

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2006**

Whereas on April 25, 2005 by Ordinance Number 2005-34, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2006, which Ordinance was approved by Mayor Judy Markowitz on April 26, 2005; and

Whereas a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2005-34 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2006) is further hereby amended by inserting the following line items and amounts in the appropriate place in said Ordinances:

Line Item	Budget	Before Amendment	After Amendment
1010 10010 80130	General Fund	\$ 771,864	\$ 1,977,000
To General Bond and Interest - Several bond issues changed the budget in ways that were not known at the time the budget was drafted.			
1010 10010 80150	General Fund	\$ 0	\$ 1,000,000
To Fixed Asset Replacement Fund - To pay for set up equipment costs for the Metcom move.			
1010 15210 61100	General Fund	\$5,621,710	\$ 6,321,710
Fire Dept. Salaries - Personnel costs over budget mainly related to adding ambulance crew.			
1010 15485 70425	General Fund	\$ 531,959	\$ 1,631,959
Gov't Center Lease Payment - Higher than budgeted lease cost and repair costs.			
2030 20300 72530	Motor Fuel Tax Fund	\$4,073,000	\$ 5,200,000
Street Const. and Improvements - Timing of several projects payouts different than budgeted.			
2070 20700 72120	Board of Elections	\$ 60,000	\$ 260,000
Capital Outlay Office & Computer Equip - Several line items were over including this one. This amendment covers the total amount for the Fund.			
2230 22300 80180	Res. Rehabilitation Tax Fund	\$ 63,000	\$ 137,250
Transfer to Community Development Fund - Transfers made larger than were previously anticipated.			
2240 22430 79130	Community Devl. Fund	\$ 0	\$ 130,000
Grants - Several line items were over, but this was the majority of the activity.			

3030 30300 70990	Market Sq. TIF Bond Redemption	\$ 2,319	\$ 11,337
Other Purchased Services - Higher than budgeted banking fees.			
3062 30620 73598	Multi-Project Bond Bond Redemption	\$ 109,277	\$ 244,277
Interest Public Ice Rink-- Several interest lines were over budget, amount of payments were unknown at the time of budgeting last year as interest rates increased.			
4020 40200 80120	Southwest Development Fund	\$ 0	\$ 8
To Capital Improvement Fund-- Transfer to close out the fund.			
4030 40300 79070	Central Blm. TIFs Fund	\$ 600,000	\$ 2,750,000
Rebates - Ensenberger building encumbrance.			
4040 40400 72530	Southeast Development Fund	\$ 0	\$ 1,400,000
Street Construction and Improvements-- Changed where some projects got paid out of, plus a prior year encumbrance got paid out.			
4070 40700 72620	Coliseum Capital Project Fund	\$6,314,000	\$ 21,300,000
Other Capital Improvements - Prior year encumbrance paid out.			
4075 40750 72620	Pepsi Ice Center Capital Projects Fund	\$3,000,000	\$ 3,800,000
Other Capital Improvements - Project up front costs higher than budgeted.			
4080 40800 72620	Cultural Dist. Capital Projects Fund	\$8,200,000	\$ 12,000,000
Other Capital Improvements - Prior year encumbrance paid out.			
4090 40900 72190	Library Expansion Project Fund	\$ 0	\$ 2,950,000
Other Capital Outlay - Project encumbered and started.			
4800 11610 72120	Fixed Asset Replacement Fund	\$ 1,307,146	\$ 3,300,000
Other Capital Outlay - Prior year encumbrances from various line items.			
5010 50110 70711	Water Maint & Ops. Fund	\$ 210,241	\$ 400,000
Worker's Comp. Premium - Costs higher than budgeted.			
5020 50200 72530	Water Depreciation Fund	\$ 580,000	\$ 880,000
Street Construction and Improvements - Prior year encumbrance got paid out.			
5220 52200 72550	Sewer Depreciation Fund	\$ 1,570,000	\$ 2,100,000
Sewer Construction and Improvements - Costs higher than budgeted and a prior year encumbrance was paid out.			
5230 52300 72130	Sewer Fixed Asset Repl. Fund	\$ 190,000	\$ 950,000
Capital Outlay Licensed Vehicles - Prior year encumbrance paid out and several vehicles bought before planned to save money in the long run.			

5410 54100 62106 Parking and Maintenance Operation Fund \$ 7,661 \$ 80,000
Health Insurance - PPO - Costs higher than anticipated, plus multiple other line items.

5420 54200 72120 Parking Fixed Asset Replacement Fund \$ 5,475 \$ 37,334
Capital Outlay Office and Computers - Costs higher than anticipated, plus prior year encumbrance paid out.

5430 54300 71320 Abraham Lincoln Parking Fund \$ 16,000 \$ 40,000
Electricity - Several line items over in utility area due to rising energy costs, this was the largest.

5440 54400 72620 West Side Parking Facility Projects Fund \$2,800,000 \$ 3,700,000
Other Capital Improvements - Prior year encumbrance paid out.

5610 56100 70220 U.S. Cellular Coliseum Operating Fund \$ 76,000 \$ 1,350,000
Other Professional and Technical Services - Starting costs began ramping up in various line items and prior year encumbrance being paid out.

5620 56200 72140 U.S. Cell. Coliseum Fixed Asset Fund \$ 1,200,000 \$ 2,100,000
Capital Equipment Non-Office - Starting costs began ramping up and prior year encumbrance being paid out.

7020 70200 79040 Flex Cash Fund \$ 70,000 \$ 82,000
Flex Cash -- Daycare - Higher than anticipated activity.

7520 75200 74910 Fire Pension Fund \$ 1,536,424 \$ 1,570,000
Transfer To Other Governments and Agencies - Fire Pension benefits increased due to statutory increases in pay outs.

Section Two: Except as provided for herein, Ordinance Number 2005 - 34 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2005 - 34.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 26th day of June, 2006.

APPROVED the 27th day of June, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the requested Budget Amendments 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: An Ordinance Amending “An Ordinance Describing and Designating An Area Located Partially Within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone”

On December 27, 2005, Council passed an Ordinance making technical amendments to the Enterprise Zone to aid in the establishment of a wind farm. Additional technical amendments to the legal description of the Enterprise Zone are needed, which are supplied by the proposed Ordinance.

The Enterprise Zone needs to be amended to accommodate two (2) wind turbines that Horizon is required to relocate because the Federal Aviation Administration determined that their current locations interfere with microwave beam paths. The legal description also needs to be amended to reflect the correct location of a transmission line related to the Project. The transmission line is included in the previously-approved Enterprise Zone legal description at a different location. The former location of the transmission line in the last legal description would be deleted as part of this amendment.

Staff respectfully requests that the Ordinance be passed.

Respectfully,

Todd Greenburg
Corporation Counsel

Barbara J. Adkins
Deputy City Manager

(ORDINANCE 2006-66 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Ordinance be 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 Hershey Grove, LLC Requesting Approval of a Final Plat for Brookridge Apartments Subdivision Second Addition

A petition has been received from Hershey Grove, LLC requesting Council approval of a Final Plat for Brookridge Apartments Subdivision Second Addition. This subdivision is located south of Ireland Grove Road, east of Hershey Road, and north of Hamilton Road. The Final Plat is in conformance with the Hershey Grove Subdivision Preliminary Plan approved on April 22, 2002, and the Brookridge Heights Apartments Street Name Plan dated July 15, 2003. There are various tap on fees due for this addition.

As all items are in order, staff respectfully recommends that Council approve the Petition and pass an Ordinance approving the Final Plat for the Brookridge Apartments Subdivision Second Addition, subject to the Petitioner paying the necessary tap on fees before recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy 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 Hershey Grove, LLC, an Illinois Limited Liability Company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and made a part hereof by this reference.
2. That your petitioner seek approval of the Final Plat for the subdivision known and described as Second Addition to Brookridge Apartments Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

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

Respectfully submitted,

By: Mercer Turner, Its Agent

ORDINANCE NO. 2006 - 67**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
SECOND ADDITION TO BROOKRIDGE APARTMENTS 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 Second Addition to Brookridge Apartments 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 Second Addition to Brookridge Apartments 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 26th day of June, 2006

APPROVED this 27th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Outlot 7 in the First Addition to Brookridge Apartments Subdivision in the City of Bloomington, McLean County, Illinois according to the plat recorded as Document No. 2005-5620 in the McLean County Records Office. Said property contains 9.057 acres, more or less.

PIN 21-13-176-002 / 2004-2005

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance be 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 Hershey Grove, LLC Requesting Approval of a Final Plat for Brookridge Apartments Commercial Subdivision

A petition has been received from Hershey Grove, LLC requesting Council approval of a Final Plat for Brookridge Apartments Commercial Subdivision. This subdivision is located south of Ireland Grove Road, east of Hershey Road, and north of Hamilton Road. The Final Plat is in conformance with the Hershey Grove Subdivision Preliminary Plan approved on April 22, 2002. There are various tap on fees from the subdivision which are due for this subdivision.

As all items are in order, staff respectfully recommends that Council approve the Petition and pass an Ordinance approving the Final Plat for the Brookridge Apartments Commercial Subdivision, subject to the Petitioner paying the necessary tap on fees before recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy City Manager

ORDINANCE NO. 2006 - 68

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
BROOKRIDGE APARTMENTS COMMERCIAL SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Brookridge Apartments Commercial 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 Brookridge Apartments Commercial Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 26th day of June, 2006

APPROVED this 27th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Outlot 1 in Brookridge Apartments Subdivision in the City of Bloomington, McLean County, Illinois according to the plat recorded as Document No. 2003-46553 in the McLean County Records office. Said property contains 2.91 acres, more or less.

PIN 21-13-152-001 / 2004-5005

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance be 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 the Tornquist Family Foundation Requesting Approval of the Resubdivision of Lots 27-35 in the Woodbury Estates Subdivision

A petition has been received from the Tornquist Family Foundation requesting approval of a Final Plat for the Resubdivision of Lots 27-35 in the Woodbury Estates Subdivision. This subdivision is located south of Miller Street and east of Hinshaw Avenue. The Final Plat is in conformance with the Preliminary Plan approved on June 14, 2004. This is a resubdivision of previously platted lots, therefore all fees were paid and none are due for this resubdivision.

Staff respectfully recommends that Council approve the Petition and pass an Ordinance approving the Final Plat for the Resubdivision of Lots 27-35 in the Woodbury Estates Subdivision.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy 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 Tornquist Family Foundation, an Illinois not-for-profit 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 which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Resubdivision of Lots 27-35 Woodbury Estates Subdivision;
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: Waiver of Preliminary Plan via approval under Expedited Approval Process.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lots 27-35 Woodbury Estates Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: John Tornquist

ORDINANCE NO. 2006 - 69**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
RESUBDIVISION OF LOTS 27-35 WOODBURY ESTATES 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 Resubdivision of Lots 27-35 Woodbury Estates Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: waiver of the Preliminary Plan via approval under Expedited Review Process; 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 Resubdivision of Lots 27-35 Woodbury Estates Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 26th day of June, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

Lots 27-35 in Woodbury Estates Subdivision, according to the Plat thereof recorded as Document No. 2006-00013832, being a part of the NW ¼ of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, containing 1.56 acres, more or less.

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance be 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 Interchange City West, LLC, Requesting Approval of a Final Plat for Interchange City West Subdivision, Thirteenth Addition

A petition has been received from Interchange City West, LLC, requesting approval of a Final Plat for Interchange City West Subdivision, Thirteenth Addition. This one lot subdivision is located north of Maple Hill Road, and west of Wylie Drive. The Final Plat is in conformance with the Preliminary Plan approved on Sept. 18, 2000. The public improvements are complete, therefore, a performance guarantee is not required for this addition. There is a tap on fee due for this addition for the sanitary sewer.

Staff respectfully requests that Council approve the Petition and adopt an Ordinance approving the Final Plat for Interchange City West Subdivision, Thirteenth Addition, subject to the Petitioner paying the tap on fees prior recording the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Barbara J. Adkins
Deputy City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes INTERCHANGE CITY WEST, LLC, an Illinois Limited Liability Company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Interchange City West Subdivision 13th Addition, Bloomington, Illinois which Final Plat is attached hereto and made a part hereof;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Interchange City West Subdivision 13th Addition, Bloomington, Illinois submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

INTERCHANGE CITY WEST,
LLC, an Illinois Limited Liability
Company, Petitioner,

By: Robert J. Lenz, Its Attorney

ORDINANCE NO. 2006 - 70

AN ORDINANCE APPROVING THE FINAL PLAT OF THE INTERCHANGE CITY WEST SUBDIVISION 13th 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 Interchange City West Subdivision, 13th 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.

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

1. That the Final Plat of the Interchange City West Subdivision 13th 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.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

A part of the SW ¼ of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian and part of the NW ¼ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, all in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of lot 23-B in Interchange City West Subdivision 10th Addition on the north right of way line of the public road commonly known as

Maple Hill Road, said right of way line established by a line lying 55 feet north of Transit Line 16 shown on a right of way plat in Plat Book 14, Page 119 in the McLean County Recorder of Deeds Office; thence N.87°-52'-36"W. 229.27 feet parallel with said Transit Line 16 on the said north right of way line of Maple Hill Road to the intersection with the north line of a public road dedication recorded as Document No. 92-21543 in the McLean County Recorder of Deeds Office; thence northwesterly 82.02 feet on said public road north right of way line on a non-tangential curve concave to the northeast, said curve having a radius of 567.00 feet, central angle of 08°-17'-19" and a chord of 81.95 feet bearing N.67°- 49'-14"W. from the last described course, to the southeast corner of Lot 21-B in Interchange City West Subdivision 5th Addition; thence N.00°-00'-00"E. 444.11 feet on the east line of said Lot 21-B to the south line of Lot 20-B in Interchange City West Subdivision 8th Addition; thence S.90°-00'-00"E. 305.00 feet on the south line of said Lot 20-B and easterly extension thereof, to the east line of Lot 23-B in Interchange City West Subdivision 10th Addition; thence S.00°-00'-00"W. 483.54 feet to the Point of Beginning, containing 3.32 acres, more or less, with assumed bearings given for description purposes only.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Cedar Ridge, LLC, a Limited Liability Corporation, and Sunrise Company, LLC, requesting approval of the Preliminary Plan for the Cedar Ridge Subdivision, commonly located on approximately 140 acres of vacant land, north of I-74, south of Woodrig Road, east of US Route 51, west of Hendrix Road and southwest of the extension of Bunn Street, south of Woodrig Road (Ward #1) Case PS-04-06

BACKGROUND INFORMATION:

Comprehensive Plan: recommends "low to medium density residential use" (single family dwellings) for this property along with "conservation/recreation use" to the east and "regional highway commercial use" and "high density residential use" to the west.

Approximately 129.20 acres of this 140.27 acre property in question was the subject of the Annexation Agreement in Case Z-12-06 that was approved by Council on June 12, 2006. Cedar Ridge, LLC, is the record owner in fee simple or the contract buyer of the southern 124.72 acres that will be zoned R-1C and S-2, while the Sunrise Company, LLC, is the record owner in fee simple of the 15.56 acres to the north and west, that is either presently zoned B-1 or will be zoned B-1 upon annexation to the City. This Preliminary Plan proposes the subdivision of this 140.27 acres as follows:

Lots 1-352 (352 single family lots) & Outlots 368 & 370 to be zoned R-1C High Density Single Family Residence District;

Lot 366 (an 18.3 acre school/ park site) to be zoned S-2 Public Lands and Institutions District (The City's minimum public park dedication requirement for 352 dwelling units is 8.24 acres); Outlots 364, 365, 367, & 369 to be zoned S-2 Public Lands and Institutions District;

Lots 353-361 & Outlots 362, 363, & 371 (nine commercial lots & three outlots) either zoned or to be zoned B-1 Highway Business District.

This Plan proposes vehicular access to and from this subdivision as follows:

1. Initially - along Breezewood Boulevard, a new north-south street, south of the Woodrig Road - Geneva Boulevard intersection, through the Sunrise Company, LLC tract and into the Cedar Ridge, LLC tract; and
2. Eventually in the future - along an extension of Bunn Street, from Woodrig Road south to the Cedar Ridge tract (across land outside the City owned by neither the Cedar Ridge, LLC nor the Sunrise Company, LLC). Right-of-way for this portion of Bunn Street will have to be acquired before it can be reconstructed and widened in order to provide adequate access to the proposed Cedar Ridge Subdivision. There has never been any public right-of-way dedicated for Bunn Street between Woodrig Road and the Cedar Ridge tract. Cedar Ridge, LLC reserves the right to use Lots 112-114 once Bunn Street, along the frontage is improved to City standards.

The Plan also provides for a circular cul-de-sac turnaround south of the end of Hobson Drive, a dead-end road south of Woodrig Road in Hobson's Subdivision (a rural subdivision outside of the City and north of the Cedar Ridge premises). Hobson Drive has never been accepted for public street maintenance by Bloomington Township and therefore functions as a private street. The costs associated with extending the sanitary sewer, water main and storm sewer to the south end of Hobson Drive will be paid by the City.

The following "no access strips" for traffic safety and access management will be dedicated as depicted on the Preliminary Plan:

Around the cul-de-sac turnaround at the south end of existing Hobson Drive;

300 feet east along the south right-of-way line of Woodrig Road from the east edge of Main Street;

250 feet west along the south right-of-way line of Woodrig Road from the west edge of Breezewood Boulevard; and

160 feet south along the east and west right-of-way lines of Breezewood Boulevard from the south edge of Woodrig Road.

An earlier draft of this Preliminary Plan had depicted Outlots 365, 370, and 371 as proposed sites for high rise signs. Outlot 371 is the only site that is in a location presently zoned B-1 within the City limits. The City's Advertising Sign Code does not permit such high rise signs to be located in residential zoning districts, but are permitted in business and manufacturing districts. The tracts of land included in Outlots 365 and 370 are not identified as locations for business zoning or high rise signs in the Annexation Agreement approved by Council on June 12, 2006.

A May 16, 2006 memorandum from Mr. Mike Frietsch, Civil Engineer in the City's Engineering Department provides a detailed listing of recommended revisions to the Preliminary Plan for the Cedar Ridge Subdivision. The petitioners' engineer subsequently revised the Preliminary Plan in order to respond to and address these recommendations. Mr. Frietsch then reviewed the revised plan and recommends the following additional revisions:

1. Revise Note No. 13 on Sheet 1 of 10 to state: "A SANITARY PUMP STATION MAY NEED TO BE CONSTRUCTED BY THE DEVELOPER ON THE WEST SIDE OF RED OAK ROAD AT THE NORTHEAST CORNER OF OUTLOT 367. OWNERSHIP AND MAINTENANCE OF PUMP STATION SHALL BE TRANSFERRED TO THE CITY OF BLOOMINGTON ONCE CONSTRUCTION IS DEEMED ACCEPTABLE."
2. Revise Note 18 on Sheet 1 of 10 to state: "THE DEVELOPER RESERVES THE RIGHT TO USE LOTS 112-114 ONCE BUNN STREET ALONG THEIR FRONTAGE IS IMPROVED TO CITY OF BLOOMINGTON STANDARDS."
3. The street name "Canyon Court" cannot be used.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission held public hearings on this petition on May 24, 2006 and June 14, 2006. At the May 24th hearing, arguments in favor of this petition were presented by:

Mr. Mercer Turner, Attorney at Law, 14 Currency Drive, Suite 4, (representing Cedar Ridge, LLC) and;

Mr. Frank Miles, Attorney at Law, 202 N. Center Street, (representing Sunrise Company, LLC).

Mr. Turner stated that the petitioners' engineer is already working on changes per the City's Engineering Department's latest communication. He noted that access to the school site and to

the detention basins would be provided. The petitioners intend to build the sidewalk so future lot buyers will see the walkways before purchasing their lots. It was Mr. Turner's belief that most of the issues could be worked out before appearing at the Council meeting and that Council could make a decision on the outstanding differences.

Mr. Miles explained that he represents the Sunrise Company LLC and noted Mr. Jim Shirk, a principal in that company, was also in attendance. Mr. Miles related that he also represents the School District Unit #5. He stated that there are multiple partnerships and each have to look at the plan as it changes and come to agreement again. He offered the opinion that there were not substantive items outstanding, and expressed a belief that the remaining issues could be worked out.

Mr. Dale Harding, 409 Woodrig Road, presented questions at the May 24th hearing. He inquired how traffic would be prevented from using Bunn Street if it were not dedicated, and the impact on the lots that are on the plan that would need access onto that street.

Mr. Doug Grovesteen, Director of Engineering, replied that the lots could either be removed from the plan or designated as "outlots", meaning they could not be built on. He noted a barrier could be placed to keep traffic from proceeding north on Bunn Street. He noted that such an arrangement was made in the Tipton Trails Development and remained in place for five (5) years.

Mr. Jack Snyder, #1 Brickyard Court, stated that a note was put on the plan indicating that the lots in question could not be developed until such time as Bunn Street is improved.

Mr. Kenneth Emmons, City Planner, reported at the June 14th hearing that the following additional revisions should be made to the plan:

Delete the high rise signs from Outlot 365 and Outlot 370;

Change "Braeburn Boulevard" to "Breezewood Boulevard" and "Redmond Road" to "Rockville Road" and;

Revise Notes 7 and 17 on the Cover Sheet (Sheet 1 of 10) to refer to "Breezewood Boulevard" instead of "Braeburn Boulevard" or "Rockville Boulevard".

Mr. Don Adams, P.E., Farnsworth Group, Inc., 2709 McGraw Drive, presented arguments in favor of this petition at the June 14th public hearing. He stated that the petitioners are in agreement with staff's requests for revisions. He noted that most of the changes had already been incorporated and that the remaining few would be made. He summarized some of the main points: 1.) the petitioners have agreed to delete the Currin Court cul-de-sac and make it a through street; 2.) many street names have been changed to avoid similarities or conflicts; 3.) the requested no-access strips have been agreed upon; 4.) having one high rise sign and it being located in the commercial area has been agreed upon, and 5.) that the lots on the extension of Bunn Street would not be developed until the right-of-way is dedicated and improved to City standards.

Mr. Adams stated that a small sanitary sewer pump station may be less expensive than raising lots and deepening the sanitary sewer. However, a compromise of both may be cost-effective with the end result of the pump station being unnecessary. Commissioner Cain inquired whether the high-rise sign would be temporary for the development of the subdivision or whether it would remain long-term. Mr. Adams replied that it would be a commercial advertising sign and would remain long-term. Additionally, he commented that there would be a sign announcing the subdivision name at the entrance.

No testimony was presented at this June 14th public hearing in opposition to this petition.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 6 to 0 to recommend Council approval of the petition in Case PS-04-06 as revised, in accordance with staff's concerns.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this petition in Case PS-04-06 with the additional revision of Note 1. on the Cover Sheet (Sheet 1 of 10) of said Preliminary Plan to refer to the following proposed zoning:

- A. LOTS 1-352 & OUTLOTS 368 & 370: R-1C HIGH DENSITY SINGLE FAMILY RESIDENCE DISTRICT.
- B. LOT 366 & OUTLOTS 364, 365, 367 & 369: S-2 PUBLIC LANDS AND INSTITUTIONS DISTRICT.
- C. LOT 353-361 & OUTLOTS 362, 363 & 371: B-1 HIGHWAY BUSINESS DISTRICT.

Respectfully,

Kenneth Emmons
City Planner

Barbara J. Adkins
Deputy City Manager

PETITION FOR APPROVAL OF PRELIMINARY PLAN FOR A SUBDIVISION

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, Illinois.

Now comes Cedar Ridge 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 in Exhibit A attached hereto and made a part hereof to be known by this reference;
2. That your Petitioner seeks approval of the Preliminary Plan for the subdivision known and described as Cedar Ridge Subdivision, Bloomington, Illinois, which Preliminary Plan is attached hereto and made a part hereof;
3. Petitioner seeks approval of waivers described in the Preliminary Plan.

WHEREFORE, your Petitioner prays that the Preliminary Plan for the Cedar Ridge Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Cedar Ridge LLC

By: Mercer Turner, Its Agent

SUBSCRIBED AND SWORN to before me
This 4th day of May, 2006

Tonya L. Rohrmoser, Notary Public

ORDINANCE NO. 2006 - 71**AN ORDINANCE APPROVING THE PRELIMINARY PLAN OF THE
CEDAR RIDGE SUBDIVISION**

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

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and the Preliminary Plan 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 Preliminary Plan of the Cedar Ridge Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as the time of its passage and approval.
3. The waivers described in the Preliminary Plan are hereby approved.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A**TRACT I:**

A part of the East ½ of Section 21 and a part of the West ½ of Section 22, all in Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:

Beginning at a point on the East line of said Section 21, said point being 12.955 chains (855.03 feet) South of the Northeast corner of Section 21, thence East 8.04 chains (530.64 feet) along an existing fence to the fence which marks the West right of way line of the former Illinois Traction

System Railroad, thence South 2,140.2 feet along the fence which marks the said West right of way line to a point on the Northerly right of way line of FAI Route 05-Section 57-20, said point lying 210 feet North of Station 753+82 on Transit Line 11 on the right of way plat for said route as said right of way line is shown in Book 14 of Plats, at page 131 in the Office of the Recorder of Deeds, McLean County, Illinois, thence Northwesterly 940 feet along the said North right of way line to a point which is 250 feet North of Station 744+00 on said Transit Line, thence Northwesterly 397.4 feet along said right of way line to a point which is 250 feet North of Station 740+47.26 of said Transit Line and which point also lies in existing North-South fence, thence North 1,893.9 feet along said fence to a corner post, thence East 10.68 chains (704.88 feet) along an existing fence to the Point of Beginning, in McLean County, Illinois, together with any easement rights for access or any other purposes, including easement rights on other lands,

TRACT II:

Part of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at a point on the East line of said Section 21, 9.975 chains South of the Northeast corner thereof, thence North 89 degrees 34 minutes West, 10.53, thence North 3 degrees 16 minutes West 0.21 chains, thence North 89 degrees 59 minutes West 20.80 chains, thence South 4 degrees 27 minutes East 32.10 chains, thence North 85 degrees 48 minutes East 16.22 chains, thence North 6 degrees 0 minutes West 2.77 chains, thence North 85 degrees 48 minutes East 4.23 chains, thence North 3 degrees 57 minutes West 24.05 chains, thence North 87 degrees 22 minutes East 10.68 chains to the East line of said Section 21, thence North 4 degrees 12 minutes West 2.98 chains to the place of beginning, in McLean County, Illinois.

EXCEPT:

A part of the East ½ of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Beginning at the Northeast corner of Tract 2 of a Survey by George L. Farnsworth Jr. recorded October 5, 1954 as Document Number 29618; thence South 85 degrees 48 minutes West, 279.35 feet; thence North 06 degrees 00 minutes west, 50.02 feet; thence North 85 degrees 48 minutes East, 281.14 feet; thence South 03 degrees 57 minutes East, 50.00 feet to the point of beginning, in McLean County, Illinois.

ALSO EXCEPT:

That part conveyed to the State of Illinois by Warranty Deed recorded October 18, 1963 as Document No. 43464, in McLean County, Illinois.

TRACT III:

A part of the Northeast Quarter of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of the West 45 Rods of said Northeast Quarter of Section 21; thence south 01°-39'-31" east 715.98 feet on the East Line of said West 45 Rods of the Northeast Quarter of Section 21 to the Northeast Corner of Lot 3 in the Mau Wang and Young Subdivision; thence north 87°-26'-17" west 696.18 feet on the North Line of said Lot 3

and the Westerly Extension thereof to the East Right-of-Way Line of F.A. Route 2/U.S. Route 51; thence north 01°-53'-54" west 604.83 feet on said Right-of-Way Line to the Southernmost Corner of a tract conveyed to the State of Illinois in a Warranty Deed recorded September 9, 1970, as Document No. 70-5822 in the McLean County Recorder of Deeds Office; thence north 42°-28'-46" east 117.32 feet to the Northeast Corner of said Tract conveyed in Document No. 70-5822; thence north 87°-49'-06" west 82.26 feet to the Northwest Corner of said Tract conveyed in Document No. 70-5822 on the East Right-of-Way Line of F.A. Route 2/U.S. Route 51; thence North 01°-53'-54" west 19.27 feet on said East Right-of-Way Line of F.A. Route 2/U.S. Route 51 to the North Line of the Northeast Quarter of Section 21; thence south 87°-38'-00" east 699.00 feet on said North Line of the Northeast Quarter of Section 21 to the Point of Beginning, in McLean County, Illinois.

TRACT IV:

Five Acres off the West side of Lot 5 in the Subdivision of the Northeast ¼ of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, as subdivided by Commissioners Case of Miller vs. Miler No. 733 Chancery, EXCEPT the East 76 feet of the North 150 feet and ALSO EXCEPT all of the West 74 feet of the East 150 feet of the North 150 feet, in McLean County, Illinois.

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Preliminary Plan be approved and the Ordinance be 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.

MAYOR'S DISCUSSION: Mayor Stockton questioned the dispatch center. Roger Aikin, Police Chief, addressed the Council. The Center was scheduled to open today at 9:00 a.m. Officially the Center opened twenty-two (22) minutes late. He described operations as okay. There were a few software glitches. Staff was working. He encouraged the Council to visit the Center. The official cut off date would be July 1, 2006.

Alderman Crawford questioned the staffing per shift. Chief Aikin noted the following staffing levels: first shift – four (4); second shift – four (4); and third shift – three (3). He added that based upon the size of the event, the call takers will back up the dispatch. He thanked the Council for their support and again invited the Council to tour the Center.

Mayor Stockton noted a bittersweet event which required the City to send out the Mobile Police unit. He noted that the community came out. Alderman Matejka thanked Brian Brakebill and Barbara Adkins, Deputy City Managers, the Public Service

Department, and the Police Department for making it possible for the City to address this serious situation.

CITY MANAGER'S DISCUSSION: Barb Adkins, Deputy City Manager, informed the Council that Tom Hamilton, City Manager, would return to the office on Monday, July 3, 2006.

ALDERMEN'S DISCUSSION: Alderman Finnegan questioned the status of the lakes. Craig Cummings, Director of Water, addressed the Council. Both lakes were full.

Alderman Matejka noted the recent retirement of the Town of Normal's Fire Cpt. He requested that when possible the Council should be notified of these events for City employees. The Council needed to be conscious and aware of the City's rank and file workers. The Council should attend retirement receptions when possible.

Alderman Schmidt questioned the status of the draft ordinance regarding past offenders. Hannah Eisner, Deputy Corporation Counsel, addressed the Council. She stated that she did not know. Todd Greenburg, Corporation Counsel, had been working on this text amendment. Mayor Stockton had anticipated that the Council will see a draft by July. Alderman Schmidt requested a Work Session on this topic in July or August. Barbara Adkins, Deputy City Manager, addressed the Council. She noted other potential Work Session topics such as Disaster Planning and the Rental Housing Program, (RHP). RHP was already scheduled for August.

Alderman Schmidt questioned golf course revenue. Mayor Stockton noted that Dean Kohn, Director of Parks & Recreation, would address the Council on this topic. He added that this question was commonly asked by citizens.

Alderman Purcell commended Brian Brakebill and Barb Adkins, Deputy City Managers, for their recent appointment to this position.

Alderman Purcell informed the Council that he had attended a send off for his son-in-law who would be stationed in Iraq.

Alderman Crawford reminded those present of the 4th of July Fireworks at Miller Park.

Motion by Alderman Matejka, seconded by Alderman Finnegan, that the meeting be adjourned. Time: 7:50 p.m.

Motion carried.

Tracey Covert
City Clerk

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