

**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, April 24, 2006.

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

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

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

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

The following was presented:

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

The following proclamations have been requested and should be received and placed on file with the City Clerk:

1. Declaring April 28, 2006 to be Arbor Day.
2. Declaring April 30 through May 6, 2006 as Municipal Clerks Week.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton noted that the Arbor Day celebration would occur on Friday, April 28, 2006.

Mayor Stockton read and presented the Municipal Clerks Week Proclamation to Tracey Covert, City Clerk.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the proclamations 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: Opening of One Bid for Lafayette-Maple Sanitary Relief Sewer

Bids were received by the City Clerk on April 13, 2006 for the Lafayette-Maple Sanitary Relief Sewer. There is \$500,000 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize the Director of Engineering to open the bid at the April 24, 2006 Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman 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 eleventh partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$6,861 will have been paid to date for work certified as 91% complete for the John M. Scott Home Delivered Meals. Completion date - May 2006.

2. The eleventh partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$22,902 will have been paid to date for work certified as 92% complete for the Peace Meals. Completion date - April 2006.
3. The fourth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$3,750 on a contract amount of \$45,000 per year of which \$15,000 will have been paid to date for work certified as 33% complete for the McLean County Economic Development. Completion date - December 2008.
4. The tenth partial payment to Terracon in the amount of \$389.75 on an as needed basis of which \$12,042.46 will have been paid to date for work certified as ongoing for the Inspection Services for the Renovation of the Bloomington Center for the Performing Arts. Completion date - Ongoing.
5. The fifth partial payment to Felmley Dickerson in the amount of \$301,280.70 on a contract amount of \$2,669,586 of which \$1,041,326.89 will have been paid to date for work certified as 39% complete for the Library Expansion. Completion date - November 2006.
6. The third and final payment to Anderson Spencer Co. in the amount of \$3,755 on a contract amount of \$28,712 of which \$28,712 will have been paid to date for work certified as 100% complete for the Renovation of Restrooms at City Hall. Completion date - October 2005.
7. The twelfth partial payment to New World Systems in the amount of \$5,898.63 on a contract amount of \$671,523 of which \$452,394.13 will have been paid to date for work certified as 67% complete for the Police and Fire Computer Aided Dispatch System. Completion date - July 2006.
8. The seventh partial payment to Central Illinois Arena Management Inc. in the amount of \$71,817.70 on a contract amount of \$1,007,697.83 of which \$990,002.03 will have been paid to date for work certified as 98% complete for the Professional Services. Completion date - April 2006.
9. The thirty-sixth partial payment to Brisbin, Brook, Beynon Architects in the amount of \$2,418.07 on a contract amount of \$1,586,964.52 of which \$1,355,856.02 will have been paid to date for work certified as 85% complete for the US Cellular Coliseum Architects. Completion date - April 2006.
10. The twenty-fourth partial payment to Johnston Contractors, Inc. in the amount of \$208,119.30 on a contract amount of \$3,436,274 of which \$3,098,147 will have been paid to date for work certified as 95% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.

11. The ninth partial payment to Commercial Floor Covering in the amount of \$19,742 on a contract amount of \$289,262 of which \$241,064.50 will have been paid to date for work certified as 83% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
12. The seventh partial payment to Kone, Inc. in the amount of \$3,297.60 on a contract amount of \$169,627 of which \$152,664.30 will have been paid to date for work certified as 90% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
13. The sixteenth partial payment to GA Rich & Sons, Inc. in the amount of \$31,698 on a contract amount of \$1,342,383 of which \$1,200,839.40 will have been paid to date for work certified as 89% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
14. The twentieth partial payment to Mid Illinois Mechanical Inc. in the amount of \$70,839 on a contract amount of \$3,542,655 of which \$3,159,511.69 will have been paid to date for work certified as 89% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
15. The sixth partial payment to CIMCO Refrigeration, Inc. in the amount of \$441,513 on a contract amount of \$1,591,141 of which \$1,242,106.20 will have been paid to date for work certified as 78% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
16. The fourteenth partial payment to D & H Electric in the amount of \$291,312.18 on a contract amount of \$2,913,077 of which \$2,221,137.63 will have been paid to date for work certified as 76% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
17. The fifteenth partial payment to Johnston Contractors, Inc. in the amount of \$13,958.53 on a contract amount of \$371,005 of which \$356,788.08 will have been paid to date for work certified as 95% complete for the Design/Build for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
18. The tenth partial payment to Felmley Dickerson in the amount of \$45 on a contract amount of \$885,780 of which \$768,167.10 will have been paid to date for work certified as 87% complete for the Design/Build for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
19. The fourth partial payment to Pipeworks, Inc. in the amount of \$2,520 on a contract amount of \$65,500 of which \$58,950 will have been paid to date for work certified as 90% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.

20. The third partial payment to Otto Baum Co. in the amount of \$2,160 on a contract amount of \$34,000 of which \$30,600 will have been paid to date for work certified as 90% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
21. The eighth partial payment to Area Erectors, Inc. in the amount of \$20,007 on a contract amount of \$150,175 of which \$127,579.50 will have been paid to date for work certified as 85% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
22. The third partial payment to Kelly Glass in the amount of \$7,650 on a contract amount of \$89,758 of which \$65,932 will have been paid to date for work certified as 73% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
23. The third partial payment to Otis Elevator, Co. in the amount of \$6,791 on a contract amount of \$55,900 of which \$50,310 will have been paid to date for work certified as 90% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
24. The second partial payment to McDaniel Fire Systems in the amount of \$2,692.80 on a contract amount of \$14,960 of which \$13,464 will have been paid to date for work certified as 90% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
25. The ninth partial payment to D & H Electric & Heating Co. in the amount of \$2,097 on a contract amount of \$113,160 of which \$101,844.45 will have been paid to date for work certified as 90% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
26. The fifteenth partial payment to Technical Design Services, Inc. in the amount of \$1,204.56 on a contract amount of \$48,200 of which \$47,143.75 will have been paid to date for work certified as 98% complete for the Cabling System for the US Cellular Coliseum. Completion date - March 2006.
27. The second and final payment to WM. Masters, Inc. in the amount of \$58,460 on a contract amount of \$153,160 of which \$153,160 will have been paid to date for work certified as 100% complete for the Structured Cabling for the US Cellular Coliseum and Ice Rink. Completion date - March 2006.
28. The eighth partial payment to Rowe Construction Co. in the amount of \$3,350 on a contract amount of \$1,250,603.92 of which \$881,546.68 will have been paid to date for work certified as 70% complete for the US Cellular Coliseum Infrastructure Improvements. Completion date - September 2006.

29. The sixth partial payment to Farnsworth Group in the amount of \$887 on a contract amount of \$57,800 of which \$35,051.95 will have been paid to date for work certified as 61% complete for the Market and Lee Street Intersections for the US Cellular Coliseum. Completion date - April 2006.
30. The first partial payment to Shive Hattery Engineers and Architects, Inc. in the amount of \$4,899.16 on a contract amount of \$4,900 of which \$4,899.16 will have been paid to date for work certified as 99% complete for the Euclid Avenue Improvements. Completion date - April 2006.
31. The sixth partial payment to Farnsworth Group in the amount of \$2,997.15 on a contract amount of \$168,400 of which \$52,655.15 will have been paid to date for work certified as 31% complete for the Lincoln St. - Bunn to Morrissey. Completion date - June 2006.
32. The eleventh partial payment to Clark Dietz, Inc. in the amount of \$58,239.89 on a contract amount of \$330,000 of which \$248,854.51 will have been paid to date for work certified as 75% complete for the Hamilton Road - Timberlake to Main St. Completion date - December 2006.
33. The fifth partial payment to Farnsworth Group in the amount of \$13,650.05 on a contract amount of \$203,300 of which \$75,278.43 will have been paid to date for work certified as 37% complete for the Constitution Trail - Grove to Hamilton. Completion date - September 2006.
34. The fourth partial payment to PJ Hoerr, Inc. in the amount of \$24,327 on a contract amount of \$2,281,646.44 of which \$445,086.70 will have been paid to date for work certified as 20% complete for the Holiday Pool Renovation. Completion date - July 2006.
35. The fifth partial payment to Farnsworth Group in the amount of \$822.50 on a contract amount of \$32,562 of which \$9,937.39 will have been paid to date for work certified as 31% complete for the Norfolk Southern Railroad Crossing Negotiations. Completion date - June 2006.
36. The second and final payment to Hanson Engineers in the amount of \$4,760.09 on a contract amount of \$15,300 of which \$15,299.89 will have been paid to date for work certified as 100% complete for the Fox Creek Road Water Main (UPPR to 200' east of I-74/55). Completion date - May 2006.
37. The fourth partial payment to Paul & Karen Nord in the amount of \$138.71 on a contract amount of \$538,700.15 of which \$532,111.95 will have been paid to date for work certified as 99% complete for the West Washington Street Trunk Sewer Extension. Completion date - June 2006.

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

1984

April 24, 2006

Respectfully,

Tom Hamilton
City Manager

Motion by Alderman Finnegan, 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 March, 2006

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

The Audit of these accounts took place on Monday, April 24, 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 Finnegan, seconded by Alderman Schmidt that the audit of the bills and payrolls for the Township for the month of March, 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 March, 2006.
2. Monthly Receipt & Expenditure Report, March, 2006.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, 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:

1986

April 24, 2006

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Payment for Emergency Repairs to a High Service Pump Variable Frequency Drive at the Lake Bloomington Treatment Plant

Staff has received an invoice from Foremost Industrial Technologies in the amount of \$17,430 for emergency repairs to a high service pump variable frequency drive (VFD) at the Water Treatment Plant. The VFD which controls the speed of the pump failed and needed to be repaired immediately. Staff sought a certified representative of the VFD unit for the repairs.

Staff respectfully requests that Council approve the payment of the invoice submitted by Foremost Industrial Technologies in the amount of \$17,430. Payment for this repair will be made from Water Department Operation and Maintenance Funds, Machinery and Equipment Maintenance, (5010-50130-70540).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, 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 to Midwest Streams, Inc. for Stream Inventory of the Lake Bloomington Watershed

As part of the source water quality program, Midwest Streams, Inc. was hired to perform an inventory and stability analysis for the streams feeding Lake Bloomington. Initially, staff

planned to have a partial analysis performed last fall/winter, with the remaining streams and stream segments analyzed later the next fiscal year, when weather, vegetation, stream flow conditions, and consultant availability allowed for the completion of the fieldwork.

The weather and stream conditions, along with availability of the consultant allowed the entire watershed to be analyzed this last winter. The extra time for fieldwork, analysis and report writing resulted in an invoice larger than anticipated, but less than what was expected if the analysis were to be performed in two (2) phases.

Staff respectfully requests that Council approve the payment of \$6,390 to Midwest Streams, Inc. for the Stream Inventory of the Lake Bloomington Watershed. Payment for this work will be made with Water Purification Funds, X50130-70990.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, 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: Permission to Donate or Sell Old Surplus Computers and Equipment

During prior fiscal years, Council has granted permission to donate the City's old, fully depreciated computers and equipment to a worthy cause. For fiscal year 2006-2007, staff is again requesting Council approval to donate to organizations wishing to obtain this equipment.

The City may also have old surplus computer/networking equipment that these organizations can not use. If possible, staff respectfully requests permission to sell this equipment to a re-marketer. There are several re-manufacturers of computer/networking equipment that may be interested in

buying this equipment. Staff also seeks approval to use public auctions as an alternative for selling surplus equipment.

Finally, it is possible there will be old equipment that staff is unable to dispense by any of these methods. In this case, staff respectfully requests that Council grant permission to safely and legally dispose of this equipment.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the donation, sales or disposal of old surplus computers and equipment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Permission to Seek Request for Proposals for the Purchase of Personal Computers, Computer Software, LAN Equipment, Printers, Other Computer Peripherals, and Associated Maintenance

Annually, staff comes to Council to request permission to seek proposals or quotations on personal computers, computer software, network equipment and infrastructure, printers and other computer related peripheral equipment and associated maintenance budgeted for purchase during the next fiscal year. Staff is requesting Council's permission to continue this form of purchasing for fiscal year 2006-2007.

Historically the Council's waiving the bidding process for this type of equipment has been related to the to the State of Illinois Statute 132.6 and Chapter 16 Section 50 of the City Code. The State statute and past Council Resolutions waives the bidding process due to the complexity of these specialized components, and the rapid industry changes to technology, where the time involved in the bidding process would be detrimental to the operations of the City as a whole.

Whenever the option is available, staff will seek requests for proposals or quotations from vendors who sell the necessary equipment and software needed to obtain the best possible prices and service. Staff seeks Council's approval to continue the contract with the Western States Contracting Alliance, U.S. Communities and Central Management Services joint purchasing with the State of Illinois, and to pursue other joint purchasing opportunities that may become available.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that staff be authorized to seek Request for Proposals for the purchase of Personal Computers, Computer Software, LAN Equipment, Printers, Other Computer Peripherals, and Associated Maintenance.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase a Dance Floor Overlay for the Bloomington Center for the Performing Arts (BCPA)

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of a new dance floor overlay from American Harlequin Corporation in Moorestown, NJ. A portable dance floor overlay is required by all dance companies to ensure a resilient, smooth and safe surface for performers.

Harlequin dance floors is the brand of dance floor overlay specified by 90% of touring dance companies. As such, no substitution of other brands is practical. Model and size/quantity of the floor to be acquired was planned in consideration of projected activity levels and was coordinated with BCPA user groups. Based upon this planning, staff respectfully recommends the purchase of eight (8) 49 ft. X 5 ft. rolls of "Studio" model overlay from American Harlequin

1990

April 24, 2006

Corporation, Moorestown, NJ in the amount of \$6,025.60 plus shipping of \$477.58 for a total purchase price of \$6,503.18.

American Harlequin Corporation, Moorestown, NJ is the regional vendor for the Harlequin dance floors. Funding for this acquisition will come from account X21100-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 55

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A DANCE FLOOR OVERLAY FROM
AMERICAN HARLEQUIN CORPORATION AT A PURCHASE PRICE OF \$6,503.18**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Dance Floor Overlay from American Harlequin Corporation at a Purchase Price of \$6,503.18.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the formal bidding process be waived, the Harlequin dance floor overlay purchased from American Harlequin Corporation in the amount of \$6,503.18 be approved, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Wenger Versalite Elevated Platform Risers for the Bloomington Center for the Performing Arts (BCPA)

Staff respectfully requests permission to waive the bidding process and acquire twenty-six (26) platform risers plus all associated safety equipment. Adjustable stage risers are needed to accommodate the staging needs of many of musical and theatrical ensembles which will be hosted in the BCPA. Wenger's products are the only nationally accepted risers that meet the need for multiple/flexible staging configurations required by touring artists and can be adapted for both orchestra and choral riser use for local organizations. As such, no substitution of other brands is practical. Wenger risers are vended on a national basis through the manufacturer, Wenger Corporation of Owatonna, MN.

Sizes, heights and quantities of risers to be acquired were planned in consideration of projected activity levels and were coordinated with BCPA user groups. Based upon this planning, staff recommends acquisition of twenty-two (22) Model 4x8 ft Versalite tops, and four (4) 4x4 ft Versalite tops, plus 324 legs at differing heights as well as all safety railings to enable multiple arrangements and height capabilities. The price of these risers and related equipment is \$28,244 less a \$500 volume discount, plus shipping of \$1,326 for a total price of \$29,070.

Staff respectfully requests the formal bidding process be waived and the purchase of the risers be approved. Funds for this purchase will come from account X21100-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 56**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PLATFORM RISERS AND RELATED
EQUIPMENT FROM WENGER CORPORATION AT A PURCHASE PRICE OF
\$29,070**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase platform risers and related equipment from Wenger Corporation at a Purchase Price of \$29,070.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Finnegan questioned the two (2) previous items, (dance floor and risers). He questioned what these items were and if they would be purchased from a local vendor. Bruce Marquis, Cultural District Executive Director, addressed the Council. He addressed the risers which have various uses. They can be used to allow different levels on stage. He compared them to a table with interchangeable legs. Staff had recommended the accepted standard. They would be purchased directly from the manufacturer. The dance floor was a rollable product. City staff had recommended the preferred brand. This floor provided stability and spring. It also would be purchased directly from the manufacturer.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the formal bidding process be waived, platform risers and related equipment be purchased from Wenger Corporation in the amount of \$29,070, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Purchase Additional Equipment for the Fire Emergency Channel IFERN 2

In an effort to provide increased communication assets for the Bloomington Fire Department and other Fire Departments throughout the State of Illinois, the State has designated certain radio frequencies for use as state wide fire emergency frequencies. One of these frequencies is known as the Illinois Fire Emergency Radio Network, (IFERN 2).

In order for the Fire Department to make use of this frequency, additional equipment will need to be installed at the Headquarters Fire Station. The functionality already exists in the new Dispatch Center to make use of this frequency but it will be unable to connect to the frequency if this equipment is not added.

A proposal was requested from Supreme Communications, who is currently Motorola's authorized distributor in this region for the purchase and installation of this equipment. Included in this proposal is the necessary base radio, antennae, related hardware, and labor cost to install and test this equipment. The proposal submitted was in the amount of \$12,750.

Staff have reviewed the proposal and finds it to be in order. Staff respectfully requests that Council waive the formal bidding process and approve the purchase of additional radio equipment for use with the IFERN 2 radio frequency, the Purchasing Agent authorized to issue a Purchase Order for same and the Resolution adopted.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 57

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ADDITIONAL RADIO EQUIPMENT FOR THE
IFERN 2 RADIO FREQUENCY FROM SUPREME RADIO AT A PURCHASE PRICE
OF \$12,750**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase additional radio equipment for the IFERN 2 radio frequency from Supreme Radio at a Purchase Price of \$12,750.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the formal bidding process be waived, the additional radio equipment for the IFERN 2 radio frequency be purchased from Supreme Radio in the amount of \$12,750, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Extend the Motor Fuel Contract

The City is nearing the end of a two (2) year contract extension with Evergreen FS for the purchase and delivery of fuel to the City's above ground and underground storage tanks for consumption by the City's equipment and sold to McLean County and the Bloomington/Normal

Housing Authority that was approved by Council in April of 2004. This was an extension of the original three (3) year contract that was awarded in May 1999.

The original contract was awarded based on meeting the requirements of a sealed bid. The contract also required that during a fire, the successful bidder would deliver fuel to the fire equipment at the scene when the equipment runs low on fuel.

This contract covers the purchase and delivery of approximately 400,000 gallons of fuel annually which includes diesel fuel, 2% soy diesel fuel that will be increasing to 11%, no lead gasoline, kerosene and E85 (85% ethanol). Approximately 71,000 gallons of this fuel is sold to the other government agencies noted above.

In 2000, staff arranged to purchase fuel from Evergreen FS's local Fast Stop 24 fuel stations using a Fast Stop 24 fuel card assigned to each vehicle. These cards are for use when the fuel pumps at the Public Service Department fuel station are down for maintenance and to fuel large fire fighting equipment located close to one of these stations.

The last three times this contract has gone out to bid Evergreen FS has been the only bidder to meet all of the requirements of the bid specification and subsequently awarded to them.

Under the contract, the City is currently paying \$.01 per gallon over Evergreen FS cost for fuel delivered directly from a bulk terminal by an 8,000 gallon transport tanker to the City's tanks, and \$.03 per gallon over Evergreen FS cost for fuel delivered from FS's local facility by smaller 1,000 and 2,000 gallon tank trucks to the City's outlying storage tanks at the various parks; pumping stations; fire stations for generators, and to fire scenes. Evergreen FS representatives also work with staff when a price increase is expected so fuel can be ordered at the lower price.

To staff's knowledge, there are not any other local vendors capable of bidding on a new fuel contract that can provide the level of service that Evergreen FS has provided to the City. Evergreen FS has provided the City with excellent service throughout the years that they have held the contract.

In a discussion with Evergreen FS representatives, they would agree to extend the contract for two years covering May 1, 2006, through April 30, 2008, at the current mark up amounts, \$.01 per gallon over Evergreen FS cost for fuel delivered directly from a bulk terminal and \$.03 per gallon over Evergreen FS cost for fuel delivered from FS's local facility by smaller 1,000 and 2,000 gallon tank trucks.

Staff respectfully requests the Council waive the formal bidding process and approve extending the contract with Evergreen FS for two (2) more years at the current markup prices.

Respectfully,

Daniel E. Augstin
Supt. of Equipment Maintenance

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 58

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING AN EXTENSION OF THE CONTRACT WITH EVERGREEN FS FOR TWO (2) MORE YEARS AT THE CURRENT MARKUP PRICES FOR THE PURCHASE AND DELIVERY OF FUEL TO THE CITY'S ABOVE GROUND AND UNDERGROUND STORAGE TANKS FOR CONSUMPTION BY THE CITY'S EQUIPMENT AT A PURCHASE PRICE OF \$.01 PER GALLON OVER EVERGREEN FS COST FOR FUEL DELIVERED DIRECTLY FROM A BULK TERMINAL AND \$.03 PER GALLON OVER EVERGREEN FS COST FOR FUEL DELIVERED FROM FS'S LOCAL FACILITY BY SMALLER 1,000 AND 2,000 GALLON TANK TRUCKS

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase an extension of the contract with Evergreen FS for two (2) more years at the current markup prices for the purchase and delivery of fuel to the City's above ground and underground storage tanks for consumption by the City's equipment at a purchase price of \$.01 per gallon over Evergreen FS cost for fuel delivered directly from a bulk terminal and \$.03 per gallon over Evergreen FS cost for fuel delivered from FS's local facility by smaller 1,000 and 2,000 gallon tank trucks.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the formal bidding process be waived, and the contract with Evergreen FS to provide fuel be extended for two (2) more years at the current markup prices, and authorize the Purchasing Agent to issue a purchase order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Approve a Professional Services Agreement for Water Supply Study

Over the past couple of years, several major improvements have been made to the condition and appearance of Highland Park Golf Course. Great strides have been taken to try and create the best possible golf experience at a reasonable cost.

As the demand for golfers becomes more and more important, it is still a struggle to meet the financial needs necessary for obtaining the City's business plan. One trend that has continued to hurt performance is the cost of water. Over the last couple of years, the City has exceeded \$80,000 in expense for water.

Staff has obtained a proposal from the Farnsworth Group to provide professional services for the study and design work necessary to develop a well system in Forrest Park, using Miller Park Lake as a reservoir. It is intended to design a system that will allow improved quality of water at Miller Park and at the same time remove Highland Park Golf Course from the City's water supply.

Staff respectfully requests that Council waive the formal bidding process and approve an agreement with the Farnsworth Group to design a raw water supply and water main design at a cost not to exceed \$41,173. Funds for this work are available in account #40100-72570.

Respectfully,

Dean Kohn
Director of Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 59

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AGREEMENT WITH FARNSWORTH GROUP TO DESIGN A
RAW WATER SUPPLY AND WATER MAIN DESIGN BE APPROVED IN AN
AMOUNT NOT TO EXCEED \$41,173**

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 Farnsworth Group to design a raw water supply and water main design be approved in an amount not to exceed \$41,173.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell noted that the annual cost for water at Highland Golf Course. He questioned the cost savings from this project. Dean Kohn, Director of Parks & Recreation, addressed the Council. He estimated an annual savings of \$80,000. Wells would act as a reservoir. Highland Golf Course operated at a loss. He informed the Council that he did not have an exact cost for the system. He provided an estimate of \$150,000.

Mayor Stockton noted that the return on investment would be two and half, (2½), years.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the formal bidding process be waived and an agreement with Farnsworth Group to design a raw water supply and water main design be approved in an amount not to exceed \$41,173, 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:

April 24, 2006

1999

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process for Repairs to the Bloomington High School Tennis Courts

In 1976 the City and District 87 School District entered into a Intergovernmental Agreement for the care and maintenance of the tennis courts at Bloomington High School. Over the last 30 years City and School staff have worked very closely to provide a tennis complex that has fit the needs of the citizens of the City and the District 87 schools. During this time the District and the City have maintained their prospective ends of the agreement.

Over the last couple of years, the tennis courts have deteriorated to the point of becoming an extreme safety hazard. Staff has worked very hard with the District to try and maintain them and keep them in play.

In 2004, both parties met and discussed the future of the tennis courts and the need for a major renovation. The District hired Farnsworth Group to do a study and evaluation of the courts. Upon completion of the report, it was recommended that the courts be completely removed and all new courts be installed. Farnsworth Group believes that adding an additional overlay to the courts would simply generate additional problems with net post, fence height, water run off and could not guarantee their success. The proposed budget for construction of the new courts is \$322,000. Both parties agreed that this to be a reasonable cost.

There are funds in the 2005-06 Capital Improvement budget available for this project, and staff had hoped to start the project in May of 2006. The District has yet to find the total funding for this project. Over the last couple of months, staff studied the project and considered phasing in the construction in hopes of the project being completed. It has been determined that with the increase cost of petroleum products the project is just not obtainable at the original scope.

Staff has researched two alternatives for this the project. First is the Armor System, that is a patented system that seals the cracks with a membrane allowing the surface to expand and contract. It has a 2 year warranty and has great success throughout the industry. Cost to repair the courts with this system is \$64,384.

Second is also a patented product called Premier Court. It also is a membrane system but is taken several steps further. It becomes a one piece cushioned surface that covers the entire court. It allows the court to expand and contract the same as the Armor System with additional protection for future cracks. This product carries a 25 year warranty. Cost to repair the court with Premier Court is \$168,438. The District has informed staff that they can commit \$50,000 for this project.

In summary, staff recommends that we accept the quote from All Weather Courts for \$168,438 to install the Premier Court System. The City's portion would be \$118,438, and \$150,000 has been budgeted in account #40100-72570 for this project.

2000

April 24, 2006

Respectfully,

Dean Kohn
Director Parks and Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 60

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A PREMIER COURT SYSTEM FROM ALL
WEATHER COURTS AT A PURCHASE PRICE OF \$118,438**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Premier Court System from All Weather Courts at a Purchase Price of \$118,438.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Huette questioned this item. Dean Kohn, Director of Parks & Recreation, addressed the Council. Each crack would be removed, and then a premier membrane would be placed over the entire the court. This work would come with a twenty-five (25) year warranty. The warranty would be prorated. This work would be completed without disrupting total play.

Alderman Finnegan questioned who owned the property. Mr. Kohn stated District 87. Both entities were involved in the construction and maintenance. Staff looked for an alternative due to the cost involved and available dollars. The premium court offered a cushioned surface.

Alderman Crawford noted that these tennis courts were also used by Central Catholic High School. They served as the girls' tennis team's home court.

Alderman Hanson commented on the good working relationship between the City and District 87. He noted two (2) key issues: 1.) time and 2.) budget.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the formal bidding process be waived, the Premier Court System purchased from All Weather Courts in the amount of \$118,438, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase a Replacement Water Treatment Plant Sludge Decant Pump

The Water Treatment Plant Sludge Decant Pumps which are used to return water that has settled at the lime sludge lagoons near the water treatment plant, have a history of failing due to failures of the mechanical seal designed to keep water from leaking from the pump housing. This pump is critical to keeping the plant in compliance with federal water discharge regulations and can only be out of service for a short duration.

These pumps are working in a severe duty environment where the water is very caustic and can be full of abrasive lime sludge particles causing accelerated wear on the pump seals. Staff has had the existing Flygt brand submersible pumps, into the repair shop numerous times to repair the seals, and the motor as well if moisture has made its way into the motor. These pumps are critical, and staff's experience with the Flygt pumps in this application has been disappointing, full of downtime and expensive for the continuous repairs of the failed seals.

Staff recommends the purchase of a new Ebara brand pump to replace a Flygt pump, rather than repairing one of these pumps again. Quotations were received for the cost of repairing the Flygt pump, and a comparable new pump of different manufacturer. Decatur Industrial Electric submitted a repair quotation for the Flygt pump for \$13,992.41 and a quotation for a new Ebara brand pump for \$15,883.56. Due to the previous failure of a Flygt pump, staff purchased an Ebara brand pump last year and has been satisfied with its performance. Staff has reviewed the repair and replacement pump quotations and found them to be in order.

2002

April 24, 2006

Staff respectfully requests that Council waive the formal bidding process, and approve the purchase of the new Water Treatment Plant Sludge Decant Pump from Decatur Industrial Electric, Decatur, in the amount of \$15,883.56, and further that the Purchasing Agent be authorized to issue a Purchase Order for same. Funds for this purchase will be made from the Water Department, New Fixed Asset Fund, Equipment Other Than Office (Account # F50300-50130-72140).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 61

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A NEW WATER TREATMENT PLANT
SLUDGE DECANT PUMP FROM DECATUR INDUSTRIAL ELECTRIC OF
DECATUR, FOR THE PURCHASE PRICE OF \$15,883.56**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a new Water Treatment Plant Sludge Decant Pump from Decatur Industrial Electric of Decatur, for the purchase price of \$15,883.56.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the formal bidding process be waived, the new Water Treatment Plant Sludge Decant Pump be purchased from Decatur Industrial Electric, Decatur, in the amount of \$15,883.56, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Proposal to Purchase a Facilities Management Application

Staff respectfully requests Council’s approval to purchase a Facilities Management software-based system. Funds have been budgeted in the fiscal year 2005-2006 budget for this project. The P.A.C.E. Facilities Management Division believes this system will help by providing a level of management that is simply impossible to achieve with manual systems because of the number of building-related assets the City maintains. This type of automated system can reduce overall expenditures for maintenance and repair, improve asset availability and reduce equipment downtime. It will improve staff’s ability to forecast equipment replacement, reduce facilities maintenance costs Citywide, and improve overall space utilization.

In the fall of 2005, a committee was formed made up of staff from Information Services, P.A.C.E. Facilities Management, Cultural District and Parks and Recreation Departments. This committee defined the major issues that needed to be addressed Citywide, developed the evaluation criteria to be applied to facilities management systems available in the industry, and held meetings with representatives from eight (8) different facilities management software vendors. The committee developed and released a Request for Qualifications (RFQ) to the top three (3) vendors, and evaluated and scored the responses.

The committee has selected the FacilityFocus system from Maximus, of Reston, Virginia, which is also the manufacturer of the Fleet Management system used by the City garage. This fact allows staff to use existing server hardware to support the new management system and provides efficiencies in ongoing support and maintenance costs. The committee also evaluated systems from Archibus, Inc. (Boston, MA) and Micromain Corporation (Austin, TX). Although these are also quality facilities management systems, their approach to design and the functionality of their systems were not considered as good a fit for the City as the FacilityFocus system from Maximus. The results of the RFQ’s received from the three vendors are as follows:

Vendor	Software	Installation	Hardware	Total Cost	
Maximus	\$20,750.00	\$30,996.00	\$0.00	\$51,746.00	*recommend
Micromain	\$21,615.00	\$18,685.00	\$18,530.00	\$58,830.00	

Archibus	\$26,431.00	\$19,560.00	\$18,530.00	\$64,521.00	
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As it's configured, the Maximus system will provide five (5) end-user licenses. Staff believes it will take between one and two (2) years to install and fully implement the system by including information about all City facilities.

Once the system has been configured and is ready to roll out for Citywide use, staff will need to come back to Council to purchase the required licenses. For the \$51,746 cost, Maximus will provide professional services for installation, implementation, training and creation of standard operating procedures.

Staff respectfully requests that Council approve the purchase of the FacilityFocus facilities management system from Maximus, Inc. for a total of \$51,746. Funds for this purchase are budgeted in the Information Services Fixed Assets budget (F11610-72120).

Respectfully,

Scott Sprouls
Director of Information Services

Mark Huber
Director of P.A.C.E.

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the facilities management system be purchased from Maximus, Inc. in the amount of \$51,746, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Sealed Bids to Purchase a Rear Mounted Side Mower Attachment for Lake Bloomington

The Water Department at Lake Bloomington has budgeted to purchase a rear mounted mower to be installed on a current tractor that is at the lake. This mower attachment will be used to mow roadside banks and ditches at the lake that a tractor mower can not drive down into. This type of

mower attachment also reduces the risk of getting the tractor mower into a position which may cause a rollover accident. Specifications were developed, published and sealed bids were opened on March 17, 2006 at the City Clerks office.

Bids opened were as follows:

Dealer	Purchase Price
Rahn Equipment	\$6,816.00
Nord Outdoor Power	\$11,740.00
Birkey's Farm Store	No Bid
Martin Equipment	No Bid
Cross Implement Bid #1	\$6,525.00
Cross Implement Bid #2	\$6,390.00
Central IL Ag	\$6,675.00

The low bid, (bid #2) of \$6,390 from Cross Implement Miner, does not meet the minimum bid requirements in the following areas:

1. The mower shall be required of extending to the right 158" from the center line of the tractor. The mower proposed in bid #2 is not capable of extending to the right.
2. The specification requires the blade tip speed to be 20,000 revolutions per minute. The mower proposed in bid #2 is only capable of 12,000 revolutions per minute.

The next low bid submitted by Cross Implement, (bid #1) in the amount of \$6,525 met the bid requirements.

Staff respectfully recommends accepting bid #1 from Cross Implement in the amount of \$6,525 for an Alamo Group Rhino DB150 mower to be installed on an existing tractor at Lake Bloomington. Funds are available in the Equipment Replacement Fund 50120-72130 for this purchase.

Respectfully,

Daniel E. Augstin
Supt. of Equipment Maintenance

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid be awarded to Cross Implement in the amount of \$6,525 for an Alamo Group Rhino DB150 mower to be installed on a existing tractor at Lake Bloomington, 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: Analysis of Sealed Bids to Purchase a Compact Excavator for the Water Department

The Water Department has budgeted to purchase a compact excavator with a trailer for use in the department when excavating water mains for repairs in confined areas. Bid specifications were prepared and published. Staff received eight (8) sealed bids for this purchase, the results of the bids opened March 17, 2006 are as follows:

Bidder	Purchase Price
Altorfer, Cat 302.5C	\$48,956.00
Martin, JD27D	\$45,985.00
Roland Bid #1 Komatsu PC27MR2	\$49,973.00
Roland Bid #2 Komatsu PC35MR2	\$57,600.00
Nord Outdoor Power Kubota KX71-3R2	\$42,600.00
McCann	No Bid
Dunmire Equipment JCB 8032	\$44,385.00
Vermeer, Vermeer CX224	\$42,808.00
McAllister, Volvo EC30	\$53,789.00

The low bid from Nord Outdoor Power, Bloomington exceeds the minimum bid requirements.

Staff respectfully recommends that Council accept the low bid of Nord Outdoor Power, Bloomington in the amount of \$42,600 to purchase a Kubota KX71-3R2 compact excavator and trailer. Funds for this purchase will come from the Equipment Replacement Fund F50120-72130.

Respectfully,

Daniel Augstin
Supt. of Equipment Maintenance

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid for a Kubota KX71-3R2 compact excavator and trailer be awarded to Nord Outdoor Power, Bloomington in the amount of \$42,600, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bid Analysis for a Trailer-Mounted Hydraulic Water Valve Operator with Vacuum

Bids were received for a Trailer-Mounted Hydraulic Water Valve Operator with Vacuum were received and opened in the Office of the City Clerk at 10:30 a.m., April 13, 2006. Following is the summary of the bids received:

Pacific Tek	One (1) Valve Exerciser	\$35,975.00
	Optional GPS	no bid
	Optional Computer Data Logger	<u>8,000.00</u>
	Total	\$43,975.00
Cummings McGowan & West		No Bid
E. H. Wachs Co.	One (1) Valve Exerciser	\$38,640.00
	Optional GPS	3,200.00
	Optional Computer Data Logger	<u>900.00</u>
	Total	\$42,740.00*
Key Equipment & Supply Co.		
	One (1) Valve Exerciser	\$36,165.00
	Optional GPS	included
	Optional Computer Data Logger	<u>7,540.00</u>
	Total	\$43,705.00

***Low and Recommended Bid**

Staff recommends that the bid for the Trailer-Mounted Hydraulic Water Valve Operator with Vacuum be awarded to E. H. Wachs Co., in the amount of \$42,740, and the Purchasing Agent be authorized to issue a Purchase Order for same. Funds for this purchase were included in the 2005/2006 budget under Water Department Fixed Asset Replacement Funds, Equipment Other Than Office (Account # 5030-50300-50130-72140).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid for the Trailer-Mounted Hydraulic Water Valve Operator with Vacuum be awarded to E. H. Wachs Co., in the amount of \$42,740, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Sealed Bids for a Loader for the Public Service Department

The Public Service Department has budgeted to replace a four wheel loader that is used for trash pick up and for snow plowing. On March 17, 2006 sealed bids were opened in the office of the City Clerk and are as follows:

Four Wheel Loader	Altorfer Cat	Martins bid #1 John Deere	Martins bid #2 John Deere	Roland Komatsu
Model	924G	544J	444J	WA200PT-5
List Price	\$126,422.00	\$149,968.00	\$133,968.00	\$119,916.00
Trade Allowance	\$40,000.00	\$42,000.00	\$42,000.00	\$40,000.00
Net Price	\$86,422.00	\$107,968.00	\$91,968.00	\$79,916.00
Full Machine warranty	\$2,529.00	\$7,250.00	\$6,250.00	\$4,000.00
Customer Service Agreement	\$15,077.17	\$16,247.58	\$16,247.58	\$15,200.00
GPS Service	\$3,900.00	\$900.00 - \$2400.00	\$900.00 - \$2400.00	\$2,700.00

Total w/ Warranties	\$107,928.17	\$133,865.58	\$116,865.58	\$101,816.00
Guaranteed Trade Allowance	\$60,000.00	\$60,000.00	\$50,000.00	\$45,000.00
Guaranteed Buy Back	\$60,000.00	\$60,000.00	\$50,000.00	\$45,000.00
Total Life Price	\$47,928.17	\$73,865.58	\$66,865.58	\$56,816.00
Additional Bucket	\$10,750.00	\$9,975.00	\$9,975.00	\$10,200.00

The bids opened met all the minimum bid requirements. The specification for this purchase has been developed to provide the City with a cost to purchase a new loader and a total life cost of ownership which is taken into consideration during evaluation process. This was done by writing the specification to purchase a new loader, trading in the used loader, included in the specification, a price for a full machine warranty (FMW), a customer service agreement (CSA) both for a 60 month or 6,000 hour period and a guaranteed buy back amount at the end of the 60 month or 6,000 hour period.

The FMW will cover failures and adjustments to the machine, the CSA will cover all preventive maintenance inspections and items not covered by the FMW, which is normally the responsibility of the owner of the machine. The FMW and CSA will cover all cost to operate the loader except the costs for fuel, tires, cutting edges, air filters, accidents and abuse. Requiring a CSA and a FMW will reduce the operating cost of the machine through reduced maintenance cost to the City.

The guaranteed buy back (GBB) is the amount of money the dealer will pay the City at the end of the 60 months or 6,000 hours for the machine. The loader would then be sold back to the dealer at that time for the previously agreed upon price allowed by the dealer in the bid specification. The dealer is able to guarantee the buy back amount because they will be performing the majority of the maintenance work. The only items the City will be replacing as needed would be tires, cutting edges on the bucket, and air filters.

A four wheel loader in the Public Service Department is currently used for eight to ten years based on the number of hours accumulated on the machine. The four wheel loader currently being traded is a 1997 John Deere 544 GTC with 8,700 hours, which has cost the city \$122,528 (maintenance only) to maintain over the past eight years. As a point of comparison, the Public Service Department also currently owns a John Deere TC54H that is approximately 54 months old, which has cost \$92,900 to maintain to date. These costs do not include fuel.

The City's Refuse Division assembled a committee of employees who are heavy equipment operators to evaluate the loaders and make recommendations on which loader was best suited to the operation.

After the bid opening, staff requested, as specified, that Altorfer Equipment supply a Caterpillar 924G loader as bid, and Roland Machinery supply a Komatsu WA200PT-5 loader as bid, for the committee to operate and evaluate. In the bid specification Martins indicated that they would not be able to supply a John Deere loader as bid for evaluation.

The loader (924G) that Altorfer brought in was not supplied with the four in one bucket of the manufacturer required in the bid specifications. Taking this into consideration the operators did take this machine out for operation and evaluation.

After the operators evaluated the two machines, the committee met and agreed that the Komatsu WA200PT-5 is the machine best suited for the operations. Because of the way the power train in the Komatsu loader is designed, the manufacturer is advertising a 20% fuel savings over comparable machines. Our current machines operating in similar duties annually consume an average of 7,500 gallons of B2 Diesel fuel. At the City's current fuel cost of \$2.35 per gallon equals \$17,625.00 annually, a 20% savings would be \$3,525.00 annually. The claim of the fuel savings was seen during the demonstration, current machines average 20-25 gallons of B2 Diesel each day, the Komatsu used 14 gallons.

Purchasing the Komatsu WA200PT-5 loader from Roland Machinery will cost the City \$79,916 after trade. The FMW, CSA and GPS service subscription will cost an additional \$21,900. This loader will also require replacement tires and replacement of cutting edges in the amount of approximately \$22,000 over the life of the machine. Roland Machinery is guaranteeing to buy the loader back from the City for \$45,000 at the end of the 60 month or 6,000 hour period. The cost of the FMW, CSA and the cost of tires and cutting edges will total \$43,900 for the life of the machine. As a comparison, the City currently owns a loader that is 56 months old and the maintenance cost on that machine has been \$80,300.

The committee of loader operators in the Refuse Division is recommending that the bid of Roland Machinery for the Komatsu WA200PT-5 loader be accepted. As part of the bid specification for the loader is the cost of an additional four in one bucket which is \$10,200 each. Staff would like to purchase one additional four in one bucket for use on the loaders to replace a failing spare bucket.

Staff respectfully recommends accepting the bid of Roland Machinery in the amount of \$79,916 for a Komatsu WA200PT-5 and the purchase of an additional bucket in the amount of \$10,200. Funds are available in the Equipment Replacement Fund for these purchases.

Additionally, staff respectfully recommends purchasing the Full Machine Warranty, Customer Service Agreement and GPS subscription on the machine purchased for a total of \$21,900. Funds will be used from the Vehicle Maintenance account for the Full Machine Warranties, Customer Service Agreements and GPS subscription. Staff further recommends that the Guaranteed Buy Back option be exercised at the end of 60 months or 6000 hours on these machines.

Respectfully,

Daniel E. Augstin
Supt. of Equipment Maintenance

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Alderman Huette commented on this item. He commended the staff members involved. He questioned the total life cost. He questioned if the City had been given a guaranteed buy back.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid for a Komatsu WA200PT-5 loader from Roland Machinery be accepted in the amount of \$79,916, the purchase of one (1) extra bucket in the amount of \$10,200, and the purchase of the full machine warranty, customer service agreement and GPS subscription in the amount of \$21,900 be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for Mulberry Street Curb & Gutter from Allin Street to Madison Street

Bidding proposals were received until 2:00 p.m., Thursday, April 13, 2006, in the Office of the City Clerk at which time and place the proposals were opened and read aloud as follows:

Stark Excavating, Inc.	\$328,362.20 (As Read) \$327,942.20 (As Corrected)
Rowe Construction.	\$325,840.50 (Incomplete Bid)
Engineer's Estimate	\$342,345.00
Budget	\$250,000.00 C.I.F.

The project pertains to the replacement of curb and gutter, sidewalk, and street resurfacing on Mulberry Street from Allin Street to Madison Street.

The bid from Rowe Construction missed a pay item that was added in an addendum. They submitted bid prices for 24 of the 25 items. The bid from Stark Excavating, Inc. had an incorrect quantity which resulted in an incorrect extension and incorrect total.

The low bid exceeds the budgeted amount by 31%. Due to mistakes in both bids, and the significant funding shortfall, staff recommends that Council reject the bids. Staff will review the project to evaluate possible ways to lower the cost and rebid the project in the coming fiscal year.

Staff respectfully recommends that Council reject the bids for the Mulberry Street Curb and Gutter Improvements from Allin Street to Madison Street and, further, that staff be directed to review the project to evaluate possible ways to lower the cost and rebid the project in the coming fiscal year.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bids be rejected.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bid Analysis for Fox Creek Road: Danbury to Union Pacific Rail Road Bridge

Bidding proposals for Fox Creek Road: Danbury to UPRR Bridge were received until 2:00 p.m. Thursday, April 13, 2006, in the Office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Rowe Construction Co.	\$584,218.09	(Low Bid)
Stark Excavating, Inc.	\$599,918.42	
Engineer's Estimate	\$522,531.00	
Budget	\$400,000.00	Capital Improvement Funds (2003 Bond)

This project consists of the complete removal of the existing pavement, driveways and other items within the project limits. New concrete pavement, curb and gutter, storm sewer, bike trail, sidewalks and driveways shall be constructed.

The low bid for the project is 12% over the Engineer's estimate and 46% over budget. The contractors have indicated higher steel, concrete material, and fuel costs are increasing bid prices. This project is not critical to construct at this time, therefore, staff believes the that the bids should be rejected due to the difference between the low bid and the cost. Staff will reevaluate the project priority and propose rebudgeting it at a future time.

Staff respectfully recommends that Council reject all of the bids.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bids be rejected.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bid Analysis for Fox Creek Road 16" Water Main: Beich to Old Cabintown

Bidding proposals for Fox Creek Road 16" Water Main: Beich to Old Cabintown were received until 2:00 p.m. Thursday, April 13, 2006, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

George Gildner, Inc..	\$621,783.00	(Low Bid)
Stark Excavating, Inc..	\$665,810.80	
Hoerr Construction, Inc..	\$840,645.90	
Engineer's Estimate	\$640,669.40	

Budget \$500,000.00 Water Depreciation Funds

This project consists of attaching a new 16 inch watermain to the Union Pacific Railroad (UPRR) Bridge and boring a new 16 inch watermain under Interstate 55/74. The low bid for the project is under the Engineer's estimate but over budget. There are sufficient Water Depreciation Funds available to pay the additional costs as the current balance in the Fund is in excess of \$2 million.

Staff respectfully recommends that Council accept the low bid of George Gildner, Inc. in the amount of \$621,783 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be made with Water Depreciation Funds (X50200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Craig Cummings
Director of Water

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid be awarded to George Gildner, Inc. in the amount of \$621,783, 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: Bid Analysis for Euclid Avenue: Oakland to Washington

Bidding proposals for Euclid Avenue: Oakland to Washington were received until 10:00 a.m. Wednesday, April 12, 2006, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Stark Excavating, Inc. \$1,399,893.75 (Low Bid)

Rowe Construction Co.	\$1,404,650.41	
Engineer's Estimate	\$1,213,831.00	
Budget	\$200,000.00	Capital Improvement Funds
	\$575,000.00	Capital Improvement Funds (2003 Bond)
	\$193,000.00	Storm Water Management Fund
	<u>\$196,000.00</u>	Water Depreciation Fund
	\$1,164,000.00	Total Budget

This project consists of the complete removal of the existing pavement, driveways and other items within the project limits. New concrete pavement, curb & gutter, water main, storm sewer, sidewalks and driveways shall be constructed.

The low bid for the project is over the Engineer's estimate and over budget. The contractors have indicated that higher steel and concrete material costs as well as higher fuel cost are increasing bid prices. Staff proposes utilizing 2003 Bond funds for this project rather than a mix of Capital Improvement Funds (CIF) and CIF (2003 Bond).

Staff respectfully recommends that Council accept the low bid of Stark Excavating, Inc. in the amount of \$1,399,893.75 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be made with \$898,272.75 Capital Improvement Funds (2003 Bond) (X40152-72530), \$198,578 Stormwater Management Funds (X55200-72540) and \$303,043 Water Depreciation Funds (X50200-72540) .

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman Huette questioned the three (3) items, (Bid for Mulberry Street Curb and Gutter from Allin to Madison; Bid for Fox Creek Road: Danbury to Union Pacific Rail Road Bridge; and Bid Euclid Avenue: Oakland to Washington). All were Engineering Department bids. He noted that each was over the engineer's estimate and over budget. He questioned if one (1) project was more of a priority.

Tom Hamilton, City Manager, addressed the Euclid Street project. This project was an obligation of the City. It has served as a collector street for a number of years. It handles heavy duty truck traffic. The section of street south of Olive Street was a rural cross section. The City was completing streets in the Sunnyside neighborhood which were in poor condition.

Mr. Hamilton addressed the Fox Creek Road project. It was thirty percent, (30%), over budget. The project was redesigned and rebid. In the end, the project came in within budget.

Alderman Huette questioned the bid process. He noted that Rowe and Stark Excavating were the only two (2) bidders. He cited the time and energy to bid. He questioned if there were any other area vendors. Mr. Hamilton responded negatively.

Mr. Hamilton informed the Council that there were errors within the Mulberry Street Curb & Gutter bids.

Alderman Matejka expressed his opinion that bid amounts were over estimate/budget due to the cost of fuel and materials. The vendors were trying to provide some cushion because they do not want to loose money.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid be awarded to Stark Excavating, Inc. in the amount of \$1,399,893.75 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: Bid Analysis for the Construction of a Replacement Water Main on James and Charles Place, Division Street Between Fell Avenue and Clinton Boulevard, Fell Avenue, north of Emerson Street and the north end of Morris Avenue

Bids for the Construction of a Replacement Water Main on James Place and Charles Place, Division Street Between Fell Avenue and Clinton Boulevard, Fell Avenue, north of Emerson Street and the north end of Morris Avenue project were advertised and sealed bids for the project were opened at 2:00 p.m., April 17, 2006. The following is the summary of the bids received:

Stark Excavating, Inc.	<u>\$478,530.00</u>
Total	\$478,530.00

George Gildner, Inc.		<u>\$434,125.00</u>
	Total	\$434,125.00*
Hoerr Construction		<u>\$459,628.00</u>
	Total	\$459,628.00

***Low and Recommended Bidder**

Staff has analyzed these bids and finds all to be in order. Staff respectfully requests that Council award the bid to George Gildner, Inc., in the amount of \$434,125, and further, that the Mayor and City Clerk be authorized to execute the necessary documents.

Funds for this project were included in the 2005/2006 budget under Water Department Depreciation Funds (Account # X50200-72540). Although funds in the 2005/2006 budget were estimated at \$250,000, the scope of the work changed somewhat (the addition of the project on North Morris Avenue) and field conditions (i.e. conflicts with sewers) required some changes to the design of the project causing an increase in costs. Several other water projects in the 2005/2006 capital budget were not completed and therefore the overall capital expenditures for 2005/2006 will be below the budgeted amount.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman Schmidt questioned this item. She specifically questioned the extent of the changes. She wanted to be reminded of the details and if other improvements were involved. Craig Cummings, Director of Water, addressed the Council. He noted that there would be narrow trenching involved. He discussed the resurfacing schedule in order to avoid digging up the street again. Curb and gutter work was not involved. He cited the fact that there had been too many repairs and it was time to replace.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the bid for the Construction of a Replacement Water Main on James Place and Charles Place, Division Street Between Fell Avenue and Clinton Boulevard, Fell Avenue, north of Emerson Street and the north end of Morris Avenue be awarded to George Gildner, Inc. in the amount of \$434,125, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order #2 to the Contract with W.M. Masters, Inc. for the Structured Cabling System within the US Cellular Coliseum and Pepsi Ice Center

In November 2005, Council awarded the Structured Cabling System installation contract for the US Cellular Coliseum and Pepsi Ice Center to W.M. Masters, Inc. in the amount of \$145,685. W.M. Masters has completed the installation to the specifications provided in the original contract.

During the installation process, however, W.M. Masters was asked to provide materials and workmanship above what was called for in the original specifications in the form of additional data/voice or coaxial drop locations, additional plywood sheets in data closets, cable pathway hardware, etc. They also were asked to install the feeder (or backbone) cabling for Insight Communications' cable service that is used throughout the building.

Staff has received an invoice detailing the charges for the current change orders totaling \$9,910. Staff has found these charges to be in order and respectfully requests that Council approve this change order in the amount of \$9,910.

Respectfully

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for US Cellular Coliseum

Attached is a list of change orders submitted by Johnston Contractors, Inc. for additions, deletions, and corrections in the construction of the US Cellular Coliseum. All of these change orders pertain directly to the Coliseum portion of the project. Funds for these change orders will come from the construction contingency for the overall Coliseum project. The construction contingency status is outlined below including all previously paid change orders from the contingency fund.

Construction Contingency	\$1,000,000
Approved Change Order #1	22,333
Approved Change Order #2	38,948
Approved Change Order #3	76,628
Approved Change Order #4 Parking Deck	30,365
Approved Change Order #5 Parking Deck	16,148
This Change Order #6	<u>158,418</u>
Available Contingency	\$ 657,160

Staff believes the changes orders were necessary to complete the Coliseum project. Staff respectfully recommends that Council approve this change order to the contract with Johnston Contractors, Inc. in the amount of \$158,418, and the Resolution adopted.

Respectfully,

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 62

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$158,418 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE
CONSTRUCTION OF THE US CELLULAR COLISEUM**

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the construction of the US Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated April 24, 2006 it was necessary for additions, deletions, and corrections in the construction of the US Cellular Coliseum; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 24, 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 \$158,418 in the contract between the City of Bloomington and Johnston Contractors, Inc. for the construction of the US Cellular Coliseum be approved.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Huette, seconded by Alderman Purcell to suspend the rules to allow someone to speak.

Motion carried.

Alderman Huette questioned the additional glazing at a cost of \$17,000. Phil Halcomb, Johnston Contractors, addressed the Council. He noted that the thickness was increased in the handicapped areas. Alderman Huette questioned the roofing. Mr. Halcomb responded penetration and handling units. Alderman Huette questioned if this would be the final change order. Mr. Halcomb projected an additional change order for \$50,000.

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

Motion carried.

Alderman Crawford noted the number of change orders. He questioned if there were any funds left in the contingency. Tom Hamilton, City Manager, addressed the Council. He cited \$815,000 prior to Change Order #6 in the amount of \$158,418. This left \$657,160 remaining in the contingency. Alderman Crawford noted that there could be

\$600,000 in the contingency. Mr. Hamilton stated that only dollars left in the contingency would be returned to the City and put towards the debt service.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Change Order to the contract with Johnston Contractors, Inc. be approved in the amount of \$158,418, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for the Coliseum Parking Deck - Change Order #5

Attached is a change order for additional foundation and concrete work at the Coliseum parking deck. The amount of this change order is \$16,148, and will be paid for from the construction contingency for the overall Coliseum project. Johnston Contractors, Inc. and the architects have reviewed this change order and recommend that it be approved.

Available contingency	\$831,726.00
Current parking deck change order	<u>\$ 16,148.00</u>
Available contingency	\$815,578.00

Staff respectfully recommends that Council approve this change order to the contract with Johnston Contractors, Inc. for the Coliseum parking deck in the amount of \$16,148, and the Resolution adopted.

Respectfully,

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 63

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$16,148 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE US CELLULAR COLISEUM PARKING DECK

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the US Cellular Coliseum Parking Deck; and

WHEREAS, for the reasons set forth in a staff report dated April 24, 2006 it was necessary for additional foundation and concrete work;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 24, 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 \$16,148 in the contract between the City of Bloomington and Johnston Contractors, Inc. for the US Cellular Coliseum Parking Deck be approved.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Change Order to the Contract with Johnston Contractors, Inc. for the US Cellular Coliseum Parking Deck be approved in the amount of \$16,148, 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 Orders for the US Cellular Coliseum

Attached is a series of change orders required to complete work on the US Cellular Coliseum. These change orders are outside of the scope of the original contract with Johnston Contractors. These change orders include removal and disposal of contaminated soil that was found within the public skating rink area and a variety of miscellaneous items within the building itself totaling \$66,589.

The cost associated with excavation disposal of the contaminated soil will be paid from the bond issue for the Pepsi Ice Center. There is a positive balance in that fund of about \$280,000. The cost for the door work will be reimbursed by CIA as it pertains to the retail space occupied by CIA and US Cellular. The cost associated with the added cup holders on the seats within the US Cellular Coliseum will be reimbursed via a sponsorship contract with Subway Restaurants. The miscellaneous changes to Felmy-Dickerson will ultimately be paid for out of the construction contingency for the project. The scoreboard work will be paid for out of the installation funds set aside through CIA for the installation of the scoreboard.

Staff respectfully recommends that Council approve the change order to the contract with Johnston Contractors, Inc. in the amount of \$66,589, and the Resolution adopted.

Respectfully,

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 64

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$66,589 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE
CONSTRUCTION OF THE US CELLULAR COLISEUM**

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the construction of the US Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated April 24, 2006 it was necessary to remove and dispose of some contaminated soil found within the ice skating rink area, modify some doors, add cup holders to the seats and modify the scoreboards; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 24, 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 \$66,589 in the contract between the City of Bloomington and Johnston Contractors, Inc. for the construction of the US Cellular Coliseum be approved.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Change Order to the Contract with Johnston Contractors, Inc. In the amount of \$66,589 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:

April 24, 2006

2025

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order for the US Cellular Coliseum - Restaurant Finishes

Attached is a change order for work done in the restaurant area at the west end of the US Cellular Coliseum. The change order is for a total of \$90. This cost will be paid for by Central Illinois Arena Management.

Staff respectfully recommends that Council approve this change order to the contract with Johnston Contractors, Inc. in the amount of \$90.

Respectfully,

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Orders for the US Cellular Coliseum

Attached are five change orders to the concession areas at the US Cellular Coliseum. These change orders total \$43,832. The additional finishes, HVAC ceiling work, and concession counters will be paid for out of the construction contingency for the project when the project is complete. The additional electrical work and elevator work will be paid for by Central Illinois Arena Management.

Staff respectfully recommends that Council approve the change order to the contract with Johnston Contractors, Inc. in the amount of \$43,832, and the Resolution adopted.

Respectfully,

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 65

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$43,832 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE
CONSTRUCTION OF THE US CELLULAR COLISEUM**

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the construction of the US Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated April 24, 2006 it was necessary to add additional finishes, complete some HVAC ceiling work, and add additional concession counters; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 24, 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 \$43,832 in the contract between the City of Bloomington and Johnston Contractors, Inc. for additional finishes, complete some HVAC ceiling work, and add additional concession counters be approved.

ADOPTED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Mayor Stockton questioned this item. Tom Hamilton, City Manager, addressed the Council. This item was outside of the scope of Johnston Contractors' contract. This item involved additional electrical and elevator work for the concession stands. Some of this cost will be repaid by Central Illinois Arena Management. He cited a major concessions' change order. The cost will be covered by the contingency.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Change Order to the contract with Johnston Contractors, Inc. in the amount of \$43,832 be approved, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order #2 for Development of Holiday Pool

P.J. Hoerr has submitted a change order for four (4) modifications to their contract for the construction of Holiday Pool which total \$290.83. Three (3) of these modifications add to the cost of the project and one (1) of the items is deduction. Most of these modifications were a result of the tight timeline the City faced in getting the project bid.

The four (4) items which make up this change order are as follows:

- 1.) Change of grading plan by review of Illinois Department of Public Health (IDPH) includes additional hydrants, deck drains, and additional flared outlets. This resulted in an additional cost of \$7148.13;
- 2.) Changes made by IDPH review included an additional backwater control valve at a cost of \$746.70;
- 3.) This change is in the electrical service per request of Ameren IP. They have asked that additional conduit be added from the transformer to the building. This is an additional cost of \$1,881.00;

4.) Because of regulations that prohibit the size of slide requested, it was necessary to modify the unit which gave a credit of \$9,485.

Staff has reviewed these changes and believe them to be reasonable, and respectfully requests that the Change Order be approved. Funds are available in account X40154-72570 for this project.

Respectfully,

Dean Kohn,
Director of Parks and Recreation

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: City Weed Ordinance Renewal

In accordance with the FY 2005 bid for the City Weed Ordinance, staff requests that the agreement between the City and B & D Lawn Service, Inc. be renewed for the seasonal mowing period of May 1, 2006 through October 1, 2006. Staff and B & D have agreed to the terms for this year, which includes a \$1.00 per hour increase for fuel.

The Water Administration building on Division Street has been added. All other terms and conditions shall remain the same. The per-hour fees for FY 2006/07 are as follows:

Tractor Mowing @ \$16.00;
Push Mowing @ \$16.00;
Labor @ \$19.00.

Per specification, this service shall be extended past October 1, 2006, if warm weather prompts continued growth into the fall season. The blanket purchase order has an option to renew upon mutual agreement for one additional mowing season through October 1, 2007. Staff respectfully requests that Council approve the renewal of the seasonal mowing contract with B & D Lawn Service, Inc. for the period of May 1, 2006 through October 1, 2006, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Alderman Huette questioned this item. He cited the \$1.00 per hour increase for equipment and labor. Kim Nicholson, Purchasing Agent, addressed the Council. She noted the flat increase was across the board. It would only be applied on mowing, not labor. Alderman Huette noted that the labor rate would be added on top of the equipment rate. Ms. Nicholson responded negatively.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the seasonal mowing contract with B & D Lawn Service, Inc. be renewed for the period of May 1, 2006 through October 1, 2006, on a per hour basis, 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: Gift Agreement from Citizens Equity First Credit Union (CEFCU), to Name the Outdoor Stage at Festival Park

Staff respectfully requests approval of a gift agreement proposed by CEFCU, in which CEFCU would provide \$150,000 to the City to enable and name a planned outdoor stage to be located and constructed in Festival Park.

Under the terms of the agreement, CEFCU would provide \$50,000 per year for three years, beginning upon the execution of this agreement. In exchange, the City agrees to recognize CEFCU on appropriate stage signage as well as advertising and media relating to events on that stage for a period of fifty (50) years. The terms of this agreement have been negotiated and reviewed by staff who find them acceptable.

Staff respectfully requests that Council approve the gift agreement with CEFCU and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman Huette offered his congratulations to the Cultural District on receiving this \$150,000 grant from CEFCU. He cited the fifty (50) year signage agreement. This would be a long time. Bruce Marquis, Cultural District Executive Director, addressed the Council. He noted the clause in the gift agreement. It addressed repairs/refurbish in excess of half the construction cost. After twenty-five (25) years, the City would have the right to exit or renegotiate the gift. Alderman Huette questioned if there was any obligation to return any portion of the gift. Hannah Eisner, Deputy Corporation Counsel, addressed the Council. She noted that Mr. Marquis had cited the only out. Prior to twenty-five (25) years, the dollars would be prorated for the remaining years. Alderman Huette questioned the anticipated life. Ms. Eisner cited the long length of the term. Mr. Marquis noted that twenty-five (25) years would be the minimum period. With normal maintenance, they should last this long. Alderman Huette stated that it would be difficult to support a twenty-five (25) year agreement. He believed that it would be difficult for the City to fulfill the commitment. Mr. Marquis expressed his belief that this was a responsible life span.

Alderman Purcell questioned if it would cover the cost of the signage. Mr. Marquis stated that there were only concept designs at this time. The stage would be built within budget. The signage was part and parcel to the stage. The agreement was mutual. The gift would be listed in media announcements. This agreement included advertising and marketing. The CEFCU name would be placed in a visible location.

Alderman Finnegan noted acquisition and merger. He questioned any obligation. Mr. Marquis noted that CEFCU was a credit union. It was locally owned and operated. He described CEFCU as stable. The dollars would be received over a twenty-five (25) month period. Staff has met with new institutions if they believe their request can be met.

Mayor Stockton questioned if there was any content control within the contract. Mr. Marquis noted that the final draft included language about recognition by the public

entity and reflection of community standards. Mayor Stockton questioned political rallies. Todd Greenburg, Corporation Counsel, addressed the Council. The stage should not be used as a public forum. The City could not discriminate the content. It is not the same as a City street and/or park. The entertainment would be sponsored by the City. He strongly encouraged the Council to not open the door to public forum. Mr. Marquis stated that staff would review the content as to suitability.

Alderman Schmidt questioned if CEFCU had approved the contract. Mr. Marquis responded negatively.

Alderman Huette questioned if the stage would be available to rent by political and/or social groups. Mr. Greenburg warned the Council again about the danger of public forum. It would be the City's choice. It may be confusing as the City is the sponsor.

Alderman Schmidt noted that a group might turn its use into a public forum. Mr. Greenburg restated that the stage is not a public forum. He cited concert halls as an example.

Mayor Stockton described the stage as an outdoor forum. Mr. Greenburg restated that the City needed to control access. Mr. Marquis informed the Council that staff would require formal proposals, rental agreements and a screening process would be put in place.

Mayor Stockton questioned how this stage would be different from the one located within Miller Park. Mr. Marquis informed the Council that there would be a foliage screen due to noise and traffic. The stage would be open and a more substantial structure.

Alderman Schmidt questioned CEFCU's remedy. Mr. Marquis noted that there had been discussions. The language had been modified/moderated.

Mayor Stockton stated that he was pleased with the gift. He expressed his concern regarding the twenty-five to fifty (25 – 50) year timeline. He hoped that the City and CEFCU would maintain a good business relationship.

Ms. Eisner informed the Council that CEFCU was purchasing something, it was more than a gift. However, the benefits outweighed the negatives.

Alderman Huette questioned the number of events. Mr. Marquis stated that there would be multiple events per week from the spring to the fall. He estimated that there would be twenty to thirty (20 – 30) concerts during the summer.

Mayor Stockton questioned if these numbers were contingent upon construction. Mr. Marquis stated his goal that the final work would begin in 2007 - 2008.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the gift agreement with CEFCU 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, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.

Nays: Alderman Huette.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Right of Way from Elizabeth Brown for Euclid Avenue Improvements

The City plans to improve Euclid Avenue between Oakland Avenue and the railroad tracks north of Washington Street. The plans include straightening the intersection of Olive and Euclid and flattening the corners to meet current safety standards. The City needs to acquire right of way from the property at 1504 W. Olive, which is on the southwest corner of the intersection to make these road improvements. Elizabeth Brown owns this property. The City needs a triangular piece of property, containing approximately 170 square feet, from the northwest corner of her yard and a rectangular piece of property containing 2167.76 square feet, from the west side of her yard for the project.

Ms. Brown has agreed to convey the necessary right of way to the City for \$6,500. Staff did not have the property appraised but believes this is just compensation for the take and recommends you approve the payment.

Respectfully,

Hannah Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the payment of \$6500 to Elizabeth Brown for Acquisition of Right of Way for Euclid Avenue Improvements be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Sanitary Sewer Easement from John and Leslie Roberts

The City plans to construct a relief sewer to take excess flow from the Sakemiller sanitary sewer to alleviate sewer back up problems in the area of Lafayette and Morrissey. The proposed new sewer will connect to the Sakemiller sewer in a manhole on property owned by the Vale Community Church and go west across Morrissey Drive along the Lafayette Street right of way to Maple Street. It will turn north on Maple Street and run through the Baker/Ash detention basin to an existing BNWRD sewer on private property on Bunn Street. The City needs to obtain easements across several pieces of private property to build the relief sewer as designed. John and Leslie Roberts own one of these properties.

The City needs a permanent easement measuring 40 feet by 125 feet from the Roberts. The Roberts live at 1410 Bunn Street. Their property backs up to the Baker/Ash detention basin, and the proposed easement runs across their rear yard. There is an existing sewer crossing the Roberts property, but there is no recorded easement for that structure. The easement to be conveyed would cover the new pipe as well as the existing structure. There is a row of mature pine trees within the easement that will not be disturbed during the installation of the new sewer, but could be damaged if work needed to be performed on the existing sewer.

The Roberts have agreed to grant the easement for payment of \$13,000. This is the appraised value of the easement. The Roberts have also requested some assurances that the City will not remove any tree unless absolutely necessary.

Staff believes the price and other terms for granting the easement are fair and respectfully recommends that Council approve the payment of \$13,000 to the Roberts for the easement on the terms requested.

Respectfully,

Hannah Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

CONTRACT TO CONVEY PERMANENT EASEMENT

This agreement made this 18th day of April, 2006 between David and Leslie Roberts, hereinafter Grantor and the City of Bloomington, a municipal corporation, hereafter Grantee.

1. Grantor agrees to give, grant and convey the permanent utility easement, described on Exhibit A attached hereto and depicted on the drawing attached hereto as Exhibit B, both of which are incorporated herein by reference to Grantee.
2. Grantee shall pay Grantor a total of \$13,000 for the easement upon the execution and delivery of a Grant of Easement.
3. The terms and conditions of the easement to be granted pursuant to this Contract shall be as set forth in the Grant of Easement attached hereto as Exhibit C and incorporated herein by reference.
4. Grantee will not remove any existing trees within the easement area unless removal is necessary for purposes of constructing, maintaining and repairing Grantee's facilities and Grantee has no alternate method of construction, maintaining and repairing Grantee's facilities without removing a tree. Except in the case of emergency repairs, Grantee will notify Grantor if, in Grantor's opinion, a tree must be removed and provide Grantee with an explanation of the reason the tree must be removed. Grantee will not remove any such tree without Grantor's consent, provided however, that Grantor shall consent to removal if Grantor is satisfied that there are no reasonable alternatives to removing the tree in questions. Grantee will take care to avoid damaging any existing trees whenever work is performed within the easement area. Grantee shall be required to compensate Grantor for any damage to existing trees caused by its construction activity, except that Grantee shall not be required to compensate Grantor for any tree removed as allowed in this paragraph.
5. Grantee will replant any area of the earthen berm at the rear of Grantor's property disturbed by Grantee's activities with vegetation, trees or bushes to prevent erosion and reestablish a screen.
6. Grantor makes no representations regarding the existence of other easements, rights of entry, liens or other encumbrances on the property subject to the easement granted herein. Grantee shall take the easement to be granted by Grantor subject to all such other easements, rights of entry, liens, and encumbrances and Grantee shall exercise the rights granted hereunder so as not to interfere with such other easements, rights of entry, liens or encumbrances.
7. Grantor previously conveyed property to Grantee for the purpose of extending Lincoln Street from Morrissey Avenue to Bunn Street by Warranty Deed dated April 7, 1995, recorded as Document No. 95-6309. The plans for Lincoln Street include a bike trail to be constructed on the south side of the street. There are six mature pine trees within the proposed alignment of the bike trail. Grantee has agreed to review

the feasibility of realigning the trail to avoid damaging the trees. Grantor understands that this will require Grantor to dedicate additional property to Grantee and Grantee agrees to dedicate the necessary property should Grantee determine the trail can be moved.

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

City of Bloomington

By: Stephen F. Stockton

David Roberts

Attest:

Tracey Covert
City Clerk

Leslie Roberts

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the payment of \$13,000 to John and Leslie Roberts for Acquisition of Sanitary Sewer Easement for Euclid Avenue Improvements 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: Intergovernmental Agreement to Participate in Ameren Rate Case before Illinois Commerce Commission

Attached is a report prepared by Steven Carter, City Manager for the City of Champaign, to the Champaign City Council, stating the reasons for participating in an Illinois Commerce Commission rate case involving AmerenIP. The cities of Champaign and Urbana are parties to the agreement, and have agreed to share expenses (mainly attorney fees and expert witnesses) to

intervene in the rate case. This case does not involve the rates charged by AmerenIP for electricity itself. It involves setting rates for street lighting, tree trimming, and delivery of services (e.g., the cost of wires and poles). These expenses directly impact municipal budgets.

The City of Peoria has decided not to participate in the rate case. The Town of Normal has not yet made a decision, nor has the City of Galesburg. The Champaign County Board is considering a request to participate. Obviously, if the City decides to participate and the other municipalities do not, the cost would be higher. At this point the total cost to all municipal intervenors is capped by the agreement at \$125,000. A supplemental agreement would have to be approved before participating cities would be required to pay more than that amount.

It appears that the Commerce Commission may finish hearings on the proposed rate increase by the end of April.

Staff respectfully requests that Council approve the Intergovernmental Agreement to Participate in the Ameren Rate Case before the Illinois Commerce Commission, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

**INTERGOVERNMENTAL AGREEMENT FOR INTERVENTION IN AMEREN
ELECTRICITY DELIVERY RATE CASE**

THIS AGREEMENT entered into this 24th day of April, 2006, by and between the CITY OF CHAMPAIGN, ILLINOIS (“Champaign”), and the CITY OF URBANA, ILLINOIS (“Urbana”)

WHEREAS, reliable and low cost electric service is essential for the economic health of the local and regional community; and

WHEREAS, AmerenCILCO, AmerenCIPS, and AmerenIP have proposed a general increase in rates for delivery service as reflected in Illinois Commerce Commission Docket Nos. 06-0070, 06-0071, and 06-0072 (consolidated); and

WHEREAS, the parties and their individual, commercial, and industrial residents purchase substantial energy services from the above-named businesses; and

WHEREAS, the parties desire to agree to share the costs of intervening in those cases; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, Champaign, and Urbana, agree as follows:

Section 1 Original Parties. The CITY OF CHAMPAIGN, ILLINOIS and the CITY OF URBANA, ILLINOIS), shall be designated “original parties”.

Section 2. Additional Parties. Other governmental agencies may become parties to this agreement by requesting to do so if all other original parties consent. Such consent shall be evidenced by the written approval of the parties, which may be evidenced electronically.

Such additional party shall contribute financially to these undertakings in a proportionate amount according to the population of the parties. The contribution shall be based on total costs at the including costs incurred before the approval of this Agreement by an additional party. Provided however, if a city or village with a population of less than 20,000 persons desires to pay an upfront cost in lieu of a proportionate share, such party shall pay \$2,000 if the population is between 20,000 and 10,000 and \$1,000 if the population is less than 10,000.

Section 3. Lead Agency. _____ shall be the lead agency on behalf of the parties. The Lead Agency shall be authorized to intervene into the cases in Illinois Commerce Commission Docket Nos. 06-0070, 06-0071 and 06-0072 on behalf of all and any of the parties to this Agreement, including additional parties. The Lead Agency on behalf of the parties shall contract for services desirable or necessary, to facilitate the intervention including without limitation, financial, legal, and engineering consultants. If the parties agree in advance however, any and all such contracts may be entered into by another of the original parties and billing for the costs of such contracts shall be in accordance with section 6. Such contracts shall be entered into as expeditiously as possible; however, no such contract shall be entered into except upon the consent of each party, as evidenced by the written approval of Urbana Chief Administrative Officer and Champaign City Manager. The Lead Agency shall cause reports to be sent periodically to the parties and make available copies of work produced by services purchased under this Agreement.

Section 4. Executive Committee. Champaign and Urbana will constitute an executive committee that will guide decision-making. Upon request of any additional party and the agreement of the original parties, an additional party may become a member of the Executive Committee.

Section 5. Cost sharing. Champaign and Urbana agree to share all costs of hiring attorneys and experts pursuant to Section 2, such costs to be split among the parties on the basis of population. If an additional party is added to this Agreement, the total costs shall be shared with the original parties and all additional parties on the basis of population. Total cost of the intervention action and research shall not exceed \$120,000 provided that if additional parties enter this Intergovernmental Agreement, the additional funds contributed by those parties will increase the total amount authorized to be spent under this Agreement.

If additional funds are required above \$95,000, each party will be contacted by the Lead Agency with a proposed amendment to this Agreement, stating the required additional funds and each party will have an opportunity to continue with the project pursuant to the Agreement as amended. If a party chooses not to continue its participation due to the need for additional funds, such party may cease to participate but will be responsible for its proportionate share of costs to date.

No party to this Agreement will seek reimbursement for its own staff time or in house resources provided to support this project.

Section 6. Payment. Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within 45 days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered. Billing in this manner will be performed periodically, but in no event more often than once per month.

Section 7. Completion and Termination.

(a) This Agreement will continue in full force until the decision of the Illinois Commerce Commission in the rate cases cited above. If the rate cases are appealed to the courts after the final decision of the Illinois Commerce Commission, no party shall be required to continue with the case or to contribute to such costs unless a supplemental amendment to this Agreement is approved by the party. Provided however a party may terminate its participation earlier as provided;

(b) Any signatory to this Agreement may terminate this Agreement by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided in Section 6 below;

(c) In the event of termination of this Agreement by any participant prior to completion and final payment by that participant, the participant will pay the Lead Agency its share of costs for all services performed up to that party's total proportionate share of the project costs which were actually and satisfactorily rendered up to date of termination.

(d) In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved party may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting party shall be liable to the other parties for any damages sustained by them based on the default.

The terminating party shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

Section 8. Notice. Notice given hereunder shall be given to:

Champaign at:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

Urbana at:

Chief Administrative Officer
City of Urbana
400 South Vine Street
Urbana, IL 61801

City Attorney
City of Urbana
400 South Vine Street
Urbana, IL 61801

IN WITNESS WHEREOF, the Cities of Champaign and Urbana have executed this Agreement.

CITY OF URBANA, ILLINOIS

CITY OF CHAMPAIGN, ILLINOIS

By: _____
Chief Administrative Officer

By: _____
City Manager

ATEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

DATE: _____

DATE: _____

Alderman Purcell questioned the anticipated return/gain from this agreement. Todd Greenburg, Corporation Counsel, addressed the Council. This proposal was drafted by Champaign/Urbana. This agreement would allow the municipalities to hire someone to protect/represent the interest of the municipalities. The municipalities would share in the cost.

Alderman Purcell questioned the dollar figure of the increase. Tom Hamilton, City Manager, stated the goal was to minimize the rate of increase. Ameren had proposed a pyramid rate with no increase in performance. Mr. Greenburg noted the cost for street lights, tree trimming, and delivering poles, etc. Mr. Hamilton expressed his belief that it would be easy to recoup the investment.

Mayor Stockton questioned how successful the effort might be. Mr. Hamilton noted how influential municipalities were in the area of tree trimming. The key question was would the Illinois Commerce Commission hold a hearing on this matter.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Intergovernmental 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: Cooperative Agreement between the City and the McLean County Soil and Water Conservation District

Attached is the annual Agreement between the City and the McLean County Soil and Water Conservation District for services promoting conservation practices in the Lake Bloomington and Evergreen Lake watersheds. The Agreement calls for the City to pay the District \$65,163 annually. These funds pay for the employment of Jim Rutherford at the District, and his sole responsibility is to assist the City in all of its conservation endeavors in the watersheds.

Jim Rutherford has been invaluable to the City over the last several years for talking to farmers in the watershed about conservation practices, how to help control sediment and nutrient runoffs in the watershed, and in assisting staff at the lake in finding tile locations in order to continue other programs that are designed to improve water quality.

Additionally, Jim oversees the City's participation in the Conservation Reserve Program; Nutrient Sampling Program in Money Creek and Six Mile Creek; the Nutrient Management Program; the Development of an Artificial Wetland at Lake Bloomington, and represents the City's interest on the Mackinaw River Watershed Planning Committee. This year Mr. Rutherford will also assist the City in obtaining easements for a new pipeline.

Staff believes that this Agreement has been very positive for the City in the past, and that it will continue to be positive in the future. Mr. Rutherford's services have allowed the City to continue a very comprehensive Lake Management and Watershed Management program, particularly at

Lake Bloomington. His services are needed to continue those efforts for the next several years. Funds for this agreement are in the approved Water Department Budget. Staff respectfully recommends that Council approve the Agreement, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Tom Hamilton
City Manager

COOPERATIVE AGREEMENT
Between the
MCLEAN COUNTY SOIL & WATER CONSERVATION DISTRICT
and the
CITY OF BLOOMINGTON

This agreement is entered into on this 1st day of May, 2006, by and between the McLean County Soil and Water Conservation District and the City of Bloomington, Illinois to provide financial assistance to the District. The term of this agreement is for one (1) year, commencing May 1, 2006 and ending April 30, 2007.

Purpose and Objective:

The City of Bloomington, Illinois (the "City") desires to cooperate with the McLean County Soil and Water Conservation District (the "District") to encourage, promote and establish conservation practices in the Lake Bloomington and Evergreen Watersheds areas to keep the soil on the land and out of the lakes.

THE CITY AGREES TO DO THE FOLLOWING:

1. The City will pay to the District in four (4) equal quarterly installments during the said term the total sum of sixty five thousand one hundred sixty three dollars (65,163.00).

THE DISTRICT AGREES TO DO THE FOLLOWING:

1. The District shall apply said sum to administrative expenses, employment of a Watershed Soil Conservationist and to soil conservation educational programs and promotions.
2. The District shall prepare and submit to the City quarterly reports showing the application and manner of use of funds paid to it by the City.

IT IS MUTALLY AGREED:

1. The agreement shall be effective on the date appearing in the first paragraph and shall continue in effect through April 30, 2007.
2. Ninety (90) days prior to the expiration of said term, the City will consider renewal of the agreement for an additional one-year term.
3. The agreement may be terminated by either party hereto by written notice to the other party at least 90 days in advance of the effective date of termination.

MCLEAN COUNTY SWCD

BY: Mike Kelley
Chairman

THE CITY OF BLOOMINGTON

BY: Stephen F. Stockton
Mayor

Attest:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Cooperative Agreement Between the City and the McLean County Soil and Water Conservation District 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: Joint Development Agreement Between Bloomington PB LLC, a Wisconsin Limited Liability Company, and the City for the Extension of Truckers Lane to serve the Kalamaya Property

This Joint Development Agreement pertains to the extension of Truckers Lane to serve 6.8 acres of undeveloped Kalamaya property east of I55/I74 and north of W. Market Street (IL Rt 9/US Rt

150). The property is annexed to the City, is zoned B-1 (Highway Business District), and will be the subject of a future subdivision.

The agreement obligates Bloomington PB LLC (Developer) to extend Truckers Lane 1200 feet north to serve the proposed site. The Developer will prepare plans, take bids, and construct the road improvements. The City will repay the Developer one half (1/2) the actual costs with an interest rate of 7% per annum over a period not to exceed 25 years. Payments will be funded by the City's portion of Property Taxes and Sales Taxes generated by the property. The City shall only be obligated to make payment to the extent it receives said taxes and shall be relieved from making any payment in the event no such tax payments are received. In the event the property south of this 6.8 acre site takes access from the improved Truckers Lane, the City will collect a tap-on fee of \$125 per foot of frontage from the owners of said property and apply it toward the City's payments to Bloomington PB LLC.

The right-of-way for Truckers Lane already exists, however, it is owned by the State of Illinois Department of Transportation (IDOT). The agreement obligates the City to negotiate a City/State agreement to take jurisdiction of the right-of-way, with a target date of June, 2006. Staff has communicated with IDOT District 5 in Paris, Illinois. IDOT staff has no objections to the jurisdictional transfer and is preparing a draft City/State agreement for said purpose.

Staff respectfully recommends that Council approve the Joint Development Agreement Between Bloomington PB LLC, a Wisconsin Limited Liability Company and the City for the extension of Truckers Lane and, further, that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

JOINT DEVELOPMENT AGREEMENT

This Agreement made this 15th day of May, 2006, between Bloomington PB LLC, a Wisconsin limited liability company, with its principal place of business located at N11 W24500 Silvernail Road, Pewaukee, WI 53072, hereinafter called "Developer," and the City of Bloomington, Illinois, 61701, hereinafter called the "City."

RECITALS

- A. Developer has entered into an agreement to purchase the real property comprising approximately 6.8 acres located on Truckers Lane in the City, which property is described on Exhibit A attached hereto, hereinafter called the "Property."

- B. Developer intends to develop and improve the Property by constructing hereon a building and related improvements for use as a commercial truck sales, repair and service facility.
- C. The Property is zoned B-1, Highway Business District, which zoning permits Developer's intended development and use.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Developer and the City agree as follows:

1. **Subdivision.** The Property is part of a parcel of land owned by Kalamaya Family, LLC and Richard L. Kalamaya (hereinafter called the "Kalamaya Parcel"). The Property shall be subdivided from the Kalamaya Parcel in accordance with the subdivision plat prepared by Lewis, Yockey & Brown, Inc., a copy of which is attached hereto as Exhibit B. The subdivision plat shall be approved by the City and following such approval and execution by Kalamaya Family, LLC and Richard L. Kalamaya, it shall be recorded in the official records of the McLean County Recorder.
2. **Development of Property.** The Property shall be developed by Developer in accordance with the site plan attached hereto as Exhibit C. Developer shall be required to submit all plans for review and approval as required by the City of Bloomington subdivision and building code and pay all fees, including but not limited to inspection, water and sewer tap on and detention fees and post all bonds as required by the City ordinances.
3. **Public Road.**
 - a. The City shall acquire the right to extend and maintain Truckers Lane to the westerly property line of the Property from the Illinois Department of Transportation. The City shall proceed promptly and in good faith to negotiate and enter into appropriate and necessary City/State agreements to obtain such rights, with a target date for execution of no later than June 1, 2006.
 - b. The Developer shall design and construct the Truckers Lane road improvements from the point approximately 750 feet south of the southerly property line of the Property, north approximately 1200 feet to the northerly property line of the Property.
4. **City Reimbursement.** The Developer shall obtain bids from three contractors to construct the road improvements described herein. Said bids shall be submitted to the City Manager for review and approval. The Developer shall award the construction contract to the lowest responsible bidder. Following the completion of the road improvements, the Developer shall submit copies of all invoices, paid receipts and lien waivers for all costs incurred by the Developer in the design and construction of the road improvements, including, without limitation by reason of

enumeration, design, engineering, review, construction and supervision work. The City shall reimburse the Developer for one-half of said costs in the following manner:

- a. One-half of the actual costs incurred by the Developer shall be paid by the City with interest at a rate of 7 percent per annum over a period not to exceed 25 years.
 - b. All payments by the City shall be funded by the City's portion of all real property taxes assessed and collected against the Property and the City's share of all sales taxes generated from sales of any business situated on the Property as reported by the Illinois Department of Revenue. It is understood that the City shall only be obligated to make payment to the extent of the aforementioned property and sales tax receipts and that City shall be relieved from making any payment in the event no such tax payments are received.
 - c. Annual payments shall be made on or before December 31 of each calendar year beginning the first year following the issuance of an occupancy permit for any building constructed on the property until one-half of the costs incurred by the Developer, plus interest, have been paid in full, or 25 years from the completion of the road improvements and the installation of the water and sewer mains, whichever is sooner.
 - d. Developer shall provide City with its State of Illinois sales tax number and a copy of its property tax bill with a paid receipt each year.
 - e. In the event the property south of the Property assesses the Truckers Lane road improvements constructed by Developer, the annual payments shall include a tap on fee of \$125.00 per frontage foot, collected by the City from the owners of such property.
5. **Construction Standards.** All road improvements shall be constructed in accordance with the City's standards. Prior to submitting any plans or specifications to contractors for bid, the plans and specifications shall be reviewed and approved by the City Engineer.
 6. **Completion.** The road improvements shall be completed by the Developer within one year of the closing of the purchase of the Property by the Developer and the recording of the subdivision plat.
 7. **Conditions Precedent.** The following shall be conditions precedent to the Developer's obligations under this Agreement:

- a. The closing of the purchase of the Property by the Developer.
 - b. Approval by the City of the Developer's intended development of the Property.
 - c. The Developer obtaining a building permit and all other governmental permits and approvals necessary for Buyer to develop the Property, construct Developer's intended building upon the Property, and use the Property as intended by Developer.
 - d. Execution of the City/State agreements regarding Truckers Lane identified at Section 3.
8. **Notices.** All notices and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered in person or when dispatched by electronic facsimile transfer (confirmed in writing by postage prepaid first class mail simultaneously dispatched) or one business day after having been dispatched by a recognized overnight courier service to the appropriate party at the address specified below:

Developer: Bloomington PB LLC
 c/o JX Enterprises
 Attention: Eric Jorgensen
 N11 W24500 Silvernail Road
 Pewaukee, WI 53072
 Facsimile: 262-513-5060

With a copy to: The Redmond Company
 Attention: Rick Zarkos
 W228 N745 Westmound Drive
 Waukesha, WI 53186
 Facsimile: 262-549-1314

City: City of Bloomington
 Attention: City Manager
 109 East Olive Street
 Bloomington, IL 61701
 Facsimile: 309-434-2802

9. **Amendments.** All amendments and/or supplements to this Agreement must be in writing and executed by each party hereto.
10. **Approvals.** Whenever the approval of the City of a City representative is required under this Agreement, such approval shall not be unreasonably withheld, conditioned or delayed.

11. **Force Majeure.** Time periods for Developer's or City's performance under any provisions of this Agreement (except for the payment of money) shall be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including, without limitation, strikes, embargoes, governmental regulations, inclement weather and other acts of God, and acts or omissions of the other party.

In witness whereof, the Developer and the City have caused this Agreement to be signed by their appropriate officers and officials effective as of the day and year first above written.

Bloomington PB LLC, Developer

City of Bloomington, City

By: Eric Jorgensen, Member

By: Steve Stockton, Mayor

By: Tracey Covert, City Clerk

EXHBIIT A

Legal Description

A part of the W 1/2 of the SE 1/4 of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of the W 1/2 of the SE 1/4 of said Section 31 to the Point of Beginning; thence continuing S. 00°-52'-00"E. 1085.98 feet on the east line of the W 1/2 of the SE 1/4 of said Section 31 to the Point of Beginning; thence continuing S.00°-52'-00"E. 449.99 feet on said east line of the W 1/2 of the SE 1/4 of Section 31 to a point 1139.57 feet north of the northwest corner of Les Wilson Subdivision as measured on said east line of the W 1.2 of the SE 1/4 of Section 31; thence S.89°-29'-15"W. 658.88 feet to the east right of way line of F.A.I. Route 55 and F.A.I. Route 74; thence N.00°-04'-00"W. 450.00 feet on said right of way line; thence N.89°-29'-15"E. 652.60 feet to the Point of Beginning, containing 6.77 acres, more or less, with assumed bearings given for description purposes only.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Joint Development Agreement Between Bloomington PB LLC, a Wisconsin Limited Liability Company and the City for the extension of Truckers Lane 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 Contracts

Staff respectfully requests approval of two (2) contracts to engage persons and/or groups represented by Robin Klinger Entertainment LLC and Exceptional Artists to perform services in the Bloomington Center for the Performing Arts on dates agreed upon by staff. Base expenses for these two contracts will be \$25,250.00.

Staff further respectfully advises Council that contract provisions prohibit public announcements of any persons/groups and/or dates of services until said contracts have been executed by both parties.

The selections of these individuals and/or groups was coordinated with the Cultural Commission and the Cultural District's Programming Advisory Committee. Staff and community advisors agree that these visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the Cultural District and the Bloomington Center for the Performing Arts.

Staff respectfully recommends accepting the contracts for these performances and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funding for these contracts will come from account X21100-70220 of the Cultural District budget, to be offset by future revenues.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

(CONTRACTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the contracts from Robin Klinger Entertainment LLC and Exceptional Artists be approved in an amount not to exceed \$25,250, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition from Beich III, LLC, Requesting Approval of a Final Plat for the Prairie Place Planned Unit Development, Third Addition

A petition has been received from Beich III, LLC, requesting approval of a Final Plat for the Prairie Place Planned Unit Development, Third Addition. This development is commonly located on the west side of Beich Road between Fox Creek Road and Stringtown Road.

Staff has reviewed the Final Plat and finds it to be in conformance with the Preliminary Plan approved by the City Council on November 13, 2001. There are tap on fees required from this subdivision.

Staff respectfully recommends that Council approve the Final Plat and pass an Ordinance approving the Final Plat of the Prairie Place Planned Unit Development, Third Addition subject to petitioner paying tap on fees and submitting a digital copy of the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT OF THE PRAIRIE PLACE PLANNED UNIT DEVELOPEMNT THIRD ADDITION

State of Illinois)
)ss.
County of McLean)

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

Now comes, Beich III, 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 premises described in Exhibits A attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the Subdivision of said premises to be known and described as the Prairie Place Planned Unit Development Third Addition, City of Bloomington, McLean County, Illinois, which Final Plat is attached hereto as Exhibit B and made part hereof by this reference;
3. That the Final Plat substantially conforms to the Preliminary Plan hereto approved by the City Council;
4. That Petitioner hereby dedicates to the Public, all public rights of way and easements as shown on said Final Plat.

WHEREFORE, your petitioner prays that the Final Plat for the Prairie Place Planned Unit Development Third Addition submitted herewith be approved with the variations and waivers as requested.

Respectfully submitted,

Beich III, LLC, an Illinois Limited Liability Company

By: Hundman Management, LLC,
Manager

By: Laurence F. Hundman,
Chairman

ORDINANCE NO. 2006 - 41

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
PRAIRIE PLACE PLANNED UNIT DEVELOPMENT THIRD ADDITION TO THE
CITY OF BLOOMINGTON.**

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 Prairie Place Planned Unit Development Third Addition 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 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 Prairie Place Planned Unit Development Third is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 24th day of April, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

**LEGAL DESCRIPTION PRAIRIE PLACE PLANNED UNIT DEVELOPMENT
THIRD ADDITION**

Part of Lot 7 in the Subdivision of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page

275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Outlot "H" in Prairie Place Planned Unit Development Second Addition on the westerly right of way line of F.A.I. Route 55; thence S. 38°-34'-17"W. 651.74 feet on said westerly right of way line of F.A.I. Route 55 to the south line of Section 19; thence S. 89°-15'-43"W. 237.00 feet on said south line of Section 19 to the southerly extension of the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254, Page 62 in the McLean County Recorder of Deeds Office, lying 74 feet easterly of the main track centerline of said Southern Pacific Railroad, thence N. 24°-32'-53"E. 809.63 feet on said easterly right of way line of the Southern Pacific Railroad to the southwest corner of Lot 16 in Prairie Place Planned Unit Development Second Addition; thence 5.51°-29'-05"E. 233.84 feet to the southeast corner of Lot 18 in said Prairie Place Planned Unit Development Second Addition; thence S. 51°-28'-34"E. 36.00 to the corner of said Prairie Place Planned Unit Development Second Addition on the easterly line of Outlot "F" in said Prairie Place Planned Unit Development Second Addition thence; N. 38°-31'-26"E. 16.01 feet to the southwest corner of Lot 38 in said Prairie Place Planned Unit Development Second Addition; thence S. 51°-29'-05"E. 109.74 feet on the southerly line of said Lot 38 and on the southerly line of Outlot "H" in said Prairie Place Planned Unit Development Second Addition to the Point of Beginning containing 4.80 acres, more or less, with assumed bearings given for description purposes only.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by St. Patrick's Church of Merna requesting approval of the annexation and rezoning to S-2 Public Lands and Institutions District, for the 16.02 acre St. Patrick's Catholic Church of Merna site, west of Harvest Pointe Subdivision, north of Illinois Route 9 East, and east of Towanda Barnes Road (east of Ward #3)

BACKGROUND INFORMATION:

The Annexation Agreement for the St. Patrick's of Merna Catholic Church site was approved by the Council at the November 14, 2005 meeting after public hearings by both the Planning Commission and Council, as required by law and ordinance. The southern and eastern boundaries of this 16.02 acre tract are abutting the City limits. This petition requests that the S-2 Public Lands and Institutions District zoning classification be assigned to this tract upon annexation to the City, consistent with the approved annexation agreement.

RECOMMENDATION:

Since all of the required public hearings on the annexation agreement were held by the Planning Commission on August 24 and September 28, 2005 and by Council on November 14, 2005, staff recommends that the this petition be approved which is consistent with terms of the annexation agreement that was approved on November 14, 2005.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

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

State of Illinois)
) ss:
County of McLean)

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

NOW COMES St. Patrick's Church of Merna, hereinafter referred to as your petitioner,
respectfully representing and requesting as follows:

1. That your petitioner is the owner of the premises legally described in Exhibit A attached hereto and made a part hereof.
2. That said premises presently has a zoning classification of Agriculture under the provisions of the McLean County Zoning Ordinance.
3. That your petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois annex said property to the City.
4. That the premises which is described above is contiguous to the City of Bloomington.
5. That the premises would be zoned as S2 - Public Lands and Institutions.

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

Respectfully submitted:

St. Patrick's Church of Merna

By: Mercer Turner, Their Attorney

SUBSCRIBED AND SWORN to before me this 6th day of April, 2006.

Tonya L. Rorhmoser
Notary Public

ORDINANCE NO. 2006 – 42

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

WHEREAS, there has heretofore been entered into a certain Annexation Agreement between the City of Bloomington and St. Patrick's Church of Merna, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

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

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

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

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

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

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

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

SECTION FOUR: The Exhibit B premises be hereby zoned as follows under Chapter 44 of the Bloomington City Code, to-wit: S-2 – Public Lands and Institutions.

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

PASSED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Tract 1:

Lot 1 in St. Patrick's Roman Catholic Congregation of Merna Subdivision, a Subdivision according to the plat thereof recorded March 23, 1984 as Document Number 84-3373, EXCEPT that part conveyed to the State of Illinois, Department of Transportation by Deed recorded April 28, 1995 as Document Number 95-7785, in McLean County, Illinois.

Tract 2:

A strip of land 35 feet wide North and South lying North of and adjacent to the following described Tract: Lot 1 in St. Patrick's Roman Catholic Congregation of Merna Subdivision, a Subdivision according to the plat thereof recorded March 23, 1984 as Document Number 84-3373, in McLean County, Illinois, being a part of the Southwest 1/4 (except the West 467 feet and the South 467 feet) of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois.

Tract 3:

A part of the Southwest 1/4 of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of said Section 32; thence, North 01 degree 43 minutes 00 seconds East, 502.00 feet along the West line of said Section 32 to the Point of Beginning; thence, North 01 degree 43 minutes 00 seconds West, 318.00 feet along the West line of said Section 32; thence, North 89 degrees 58 minutes 54 seconds East, 817.00 feet, thence South 01 degree 43 minutes 00 seconds East, 819.84 feet to the South line of said Section 32; thence, South 89 degrees 58 minutes 54 seconds West, 350.00 feet along the South line of said Section 32; thence, North 01 degree 43 minutes 00 seconds West 501.84 feet; thence, South 89 degrees 58 minutes 54 seconds West, 467.00 feet to the Point of Beginning, in McLean County, Illinois.

Parcel No.'s: 15-32-30-005 and 15-32-300-006

**EXHIBIT A
ANNEXATION AGREEMENT**

(APPROVED BY COUNCIL AT THEIR NOVEMBER 14, 2005 MEETING. SEE COUNCIL PROCEEDINGS FOR THAT DATE, PAGES 1167 – 1171)

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Annexation and Rezoning 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: Analysis of Bids -- Printing Services for the Cultural District

On Thursday, April 13, 2006, at 10:30 a.m., bids were publicly opened and read for a printer to provide services for three printing projects for the Bloomington Center for the Performing Arts (BCPA). The projects comprise 1.) the printing and mailing of 15,000 season brochures for the Center's main stage and family series, 2.) the printing and mailing of 9,000 brochures for the Spotlight Student Series, and 3.) the printing of 28,000 program covers to be used for playbills supporting the 2006-07 season, as well as up to 32 interior pages for a maximum of 1,200 program books printed per performance, for the 26 main stage series performances in the 2006-07 season. The bids were as follows:

FIRM	JOB A	JOB B	JOB C	TOTAL
Illinois Graphics Inc. (Bloomington)	\$6,849	\$4,277	\$49,330	\$60,456
Printec Press (Champaign)	\$6,622	\$3,652	\$42,273	\$52,547
Martin Graphics (Bloomington)	* \$5,025	\$2,764.50	\$25,669	\$33,458.50
Infinity Print Group (Normal)	\$8,900	\$5,200	No bid	Incomplete
Heartland Printing (Bloomington)	-	-	-	No bid
Darnall Printing (Bloomington)	-	-	-	No bid

* Low and recommended bid.

The low bidder, Martin Graphics, did not, however, acknowledge receipt of an addendum sent April 10, 2006. Martin Graphics was unable to respond to a request for a fax number. Therefore

a copy of the addendum was sent to them via US mail. Upon receipt of their fax number on April 11th, staff sent a second copy of the addendum via fax.

Staff respectfully requests that Council approve the low bid of \$33,458.50 submitted by Martin Graphics, pending confirmation that the vendor has received the project's complete list of specifications. If the vendor does not provide the confirmation, staff requests permission to accept the next lowest complete bid, provided by Printec Press of Champaign, IL, in the amount of \$52,547, and the Purchasing Agent authorized to issue a Purchase Order for same.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

Alderman Finnegan questioned staff's recommendation. Bruce Marquis, Cultural District Executive Director, addressed the Council. He cited the time crunch as this bid was for the performance season brochure. City staff cannot contact the vendors. He noted that there would be a feature article in the Sunday, May 7th Pantagraph.

Alderman Finnegan questioned the cut off date. Kim Nicholson, Purchasing Agent, addressed the Council. There was a contingency plan in place. The bidders failed to respond. The Council could vote to reject all bids. However, the first item was critical.

Tom Hamilton, City Manager, recommended that this item be pulled from the Consent Agenda. Mr. Hamilton recommended that the Council accept Martin Graphic's bid for Job A. In addition, the Council should reject the bids for Job B and C and rebid same. Ms. Nicholson corrected her earlier comment and noted that Jobs A and B were critical. The Cultural District staff recommended and requested a waiver of technicality in an effort to save \$19,000. The vendor did not return a copy of the addendum. City staff would proceed with a verbal agreement.

It was noted that none of the vendors were present at the meeting.

Alderman Schmidt recommended that the Council accept staff's recommendation for Jobs A and B. Mr. Hamilton questioned which Jobs the addendum applied to. Alderman Schmidt restated that the Council accept Printec's bid for Jobs A and B, and staff be directed to rebid Job C.

Alderman Purcell cited the critical time frame. Ms. Nicholson restated that Jobs A and B were critical. There was time to rebid Job C.

Alderman Matejka cited the critical nature. The Bloomington Center for the Performing Arts, (BCPA), was scheduled to open in September. The City needed to start selling tickets.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the bid for Jobs A and B be awarded to Printec Press, Champaign, in the amount of \$10,274; the Purchasing Agent authorized to issue a Purchase Order for same, and that all bids be rejected for Job C.

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: Text Amendment Adding Section 85 to Chapter 8 (Animals) of the Bloomington City Code, Establishing Penalties for Failure to Register a Dog and Authorizing the Seizure of Unregistered Dogs

Staff has been researching breed-specific dog ordinances. During a meeting in which City and County officials met with a group of citizens opposed to breed-specific dog ordinances, Peggy Gibson, Director of McLean County Animal Control, mentioned that out of 18,242 dogs registered in McLean County in 2004, only 360 of those dogs were listed as being pit bulls, American Staffordshire Terriers, or pit mixes. The obvious inference is that a large number of pit bulls are not registered. One of the objections to a breed-specific Ordinance is that it punishes the dog rather than the irresponsible owner. The proposed Ordinance addresses dog owners rather than dogs.

The proposed Ordinance would add a provision to the City Code which requires a person owning or having custody of a dog to register the dog with McLean County Health Department as required by applicable law. Display of dog tags showing current vaccination by a licensed veterinarian creates a presumption that the dog has been registered, but the presumption does not apply if a police officer or Animal Control Officer has information that the dog is not in fact registered. Dog tags are issued by veterinarians when the dog is vaccinated; the veterinarian then gives the owner paperwork which the owner must complete and deliver to the McLean County Health Department.

However, many dog owners do not complete the registration process even though they have their dogs vaccinated. Police officers and Animal Control officers are authorized to seize as a public nuisance, dogs for which dog tags are not displayed or in the immediate possession of persons then in control of the dog, and are authorized to keep possession of the animal until proper registration is supplied. In cases where the police officer or Animal Control Officer has

information that the dog is not registered with McLean County as required by law, even though the animal has dog tags, the Police officer or Animal Control officer is similarly authorized to seize the animal.

There is an exception to the requirement of registration in McLean County (although the requirement that proof of current vaccination is not waived) for dogs which are entrants in a dog show sponsored by a dog club association or similar organization. For the exemption to apply, the sponsors of the dog show must send prior written notice of the event to the City Clerk and the McLean County Health Department.

Fines for violation of the Ordinance will be assessed at \$250 for a first offense, \$500 for a second offense, and \$1000 for third and subsequent offenses. In addition, a dog seized pursuant to the Ordinance must be reclaimed within seven (7) business days from the seizure, not counting the day the dog was actually seized. If the dog is not reclaimed, it becomes the property of McLean County, which usually means the dog will be euthanized.

This Ordinance is supported by persons who would be opposed to a breed-specific ordinance. Staff believes this proposed Ordinance is in the best interest of the citizens of the City, and therefore respectfully request that Council approve the Text Amendment, and the Ordinance passed.

Respectfully submitted,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NUMBER 2006 - 40

**AN ORDINANCE AMENDING CHAPTER 8 (ANIMALS) OF THE
BLOOMINGTON CITY CODE BY ESTABLISHING PENALTIES FOR FAILURE TO
REGISTER A DOG AND AUTHORIZING THE SEIZURE OF UNREGISTERED DOGS**

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

Section One: That the Bloomington City Code, 1960, as amended, be further amended by adding the following Section 85:

Section 85: Failure to Register a Dog:

(a) It shall be illegal for any person to own or have in his or her possession or custody a dog which is not currently registered with McLean County, Illinois as required by applicable law. Any person owning or having a dog in his or her possession or custody must have displayed upon the dog, or in the immediate possession of the person then in control of the dog, proof that the dog has been vaccinated by a licensed veterinarian, which must be displayed upon demand by a City of Bloomington Police Officer or Animal Control Officer of McLean County, Illinois. A metal tag, commonly called a "dog tag", showing current vaccination of the dog shall create a presumption that the dog is registered with the County of McLean; however, this presumption shall not apply if the police officer or Animal Control Officer has information that the dog is not in fact registered.

(b) Police officers of the City of Bloomington and McLean County Animal Control Officers are authorized to summarily seize as a public nuisance any dog for which proof of current vaccination is not displayed or in the immediate possession of the person then in custody or possession of such dog; police officers and McLean County Animal Control Officers are similarly authorized to summarily seize as a public nuisance any dog for which the police officer or Animal Control Officer has information that the dog is not registered with the County of McLean. Such officers shall not relinquish such dog until proof of current registration is supplied by the owner or custodian of such dog. A dog which is not currently registered as required by law shall not be released unless payment for such registration is made to the County of McLean. A dog which is not claimed after seven business days from the date of seizure (not counting the date the dog is seized) shall become the property of the County of McLean.

(c) The requirement that a dog be registered with the County of McLean shall not apply to persons owning or possessing a dog which is temporarily in the City as an entrant in a public exhibition, contest or show sponsored by a dog club association or similar organization held in the City of Bloomington.

However, for this exception to apply the sponsor of the exhibition, contest or show must have given prior written notice of the public exhibition, contest or show to the City Clerk of the City of Bloomington and the Health Department of McLean County, Illinois.

(d) The penalty for violation of this Section shall be \$250.00 for a first offense, \$500.00 for a second offense, and \$1000.00 for third and subsequent offenses.

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

Section Three: That the City Clerk be, and she is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: That this ordinance shall be effective ten days after the date of its publication in pamphlet form..

Section Five: That this ordinance is adopted pursuant to the home rule authority of the City of Bloomington conferred by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 24th day of April, 2006.

APPROVED this 25th day of April, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Matejka noted that discussions on this issue began last fall. City staff looked into the legalities and meetings were held. The City would go after the dog and the dog's owner. Additional police power will be an aid. He noted that certain dogs were used in drug houses. The second piece of this issue was to address the fines when a dog bites. This would also be tied to the dog's owner. The local kennel club had be asked to increase its public education efforts.

Alderman Finnegan questioned how the police would know if a dog was registered. Todd Greenburg, Corporation Counsel, addressed the Council. The City would need to check with the County as registration is handled by the county government. The City would have the right to seize the dog.

Mayor Stockton questioned if there were problem areas and/or chronic offenders. He noted that Alderman Matejka had taken a lot of time on this issue and had brought it before the Council. He described this text amendment as a good intermediate step. Mr. Greenburg noted that dangerous vicious act are committed by the dog not the owner.

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

Motion carried.

John Hamrin, 1218 Gettysburg, addressed the Council. He owned property in the City and in Ottawa. A dog owner would have to register their dog here in McLean County for it to be under the County's control. He expressed his concern about dogs which are registered in another county. Mr. Greenburg noted that the City incorporated McLean County's standards in its ordinance. Mr. Hamrin questioned dog shows and if the dogs would have to be registered in two (2) places. Mr. Greenburg stated that the current obligation would not change. Objections would be handled by McLean County. Mr. Hamrin questioned the City's home rule control. Mr. Greenburg stated that the City had an intergovernmental agreement with the County. The City can have access to the records and the use of the County's facility. The County will not collect the City's fine. The intent of the ordinance is to locate unregistered dogs. Tom Hamilton, City Manager, expressed his belief that logic would prevail.

Mayor Stockton noted that the City would exercise discretion. The intent was to address nuisance/chronic situations.

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

Motion carried.

Alderman Finnegan expressed support for a common sense approach.

Alderman Matejka addressed his intent. Citizens have been attacked. There were a number of dogs which were not registered. These dogs have been bred and trained for dog fights. These dog houses have vicious dogs.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

Doug Grovesteen, Director of Engineering, addressed the Council regarding Lafayette-Maple Sanitary Relief Sewer. Stark Excavating submitted a bid of \$838,844.50. This amount was \$500,000 over budget.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the item be laid over until the May 8, 2006 Council meeting.

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

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

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton questioned the water level of the two (2) lakes. He believed that both lakes were full. Tom Hamilton, City Manager, informed the Council that Lake Bloomington was over the spillway. Lake Evergreen was down a foot. The City would begin pumping out of Lake Bloomington.

Mayor Stockton thanked the laborers for training on proper cone placement.

He expressed his hope that a franchise agreement with Insight would be presented to the Council in the new future.

Finally he informed the Council that they would vote on the smoking ban ordinance at the May 8th meeting. The Town Council planned to vote on same at their May 1st meeting.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Matejka invited those present to the Worker's Memorial ceremony on Friday, April 28, 2006 at 6:30 a.m. at the White Oak Park Pavilion. Trees had been donated to commemorate those who had died on the job.

Alderman Matejka questioned noise ordinance violations, (OV). The City has an ordinance. He questioned enforcement. Roger Aikin, Police Chief, addressed the Council. In 2004, there were thirty-four (34) OV issued. In 2005, eighteen (18) OV were written. In 2006 to date, only two (2) OV had been issued. He cited the seventy-five feet, (75') rule. The City tries compliance first.

Alderman Schmidt questioned the process for motorcycles. Chief Aikin encouraged citizens to call the Police Department if the owner resides in their neighborhood. Alderman Schmidt stated that some motorcycle riders have regular routes. The citizen

may have the license plate number and want to sign a complaint. Chief Aikin restated that the police will try for compliance first.

Mayor Stockton noted that this issue had been addressed by the Liquor Commission. Noise has been an issue at some establishments. A University of Illinois professor had been contacted. The ordinance was reviewed. The Commission decided that this issue was beyond the Commission.

Alderman Finnegan stated that the police officer must hear the noise. Chief Aikin responded affirmatively. Generally, the police officer signs the complaint. Private citizens do not become involved.

Alderman Gibson questioned the bands at Miller Park. Chief Aikin stated that City sponsored events were different. Generally, the Police Department becomes involved in noise issues after 10:00 – 11:00 p.m. He cited bars as an example.

Alderman Matejka found this recurring issue frustrating.

Alderman Schmidt questioned the towing contracts. Tom Hamilton, City Manager, addressed the Council. The City was waiting for feedback.

Alderman Schmidt questioned the status of Linden St. Mr. Hamilton informed the Council that a decision was not reached that met the Council criteria. Alderman Crawford stated that a request for traffic calming had failed five (5) times. There was no agreement reached amongst the neighbors. He expressed his belief that the City had bent the rules for them twice. Mr. Hamilton added that the support for traffic calming had continued to decline. This neighborhood cannot meet the criteria. They can wait a year and apply again. The two (2) sides had become entrenched in their positions.

Mayor Stockton cited his concern about restricting turns. He was also concerned that the City would be setting a precedent.

Alderman Crawford restated that the residents could not agree.

Alderman Purcell addressed the issue of combined sewers. Doug Grovesteen, Director of Engineering, addressed the Council. There was a completion date in the contract. The work had already begun.

Alderman Huette noted that the Insight franchise agreement had expired. Mr. Hamilton responded affirmatively. There was a fifteen (15) year agreement which had retroactive back language. The plan was to draft a franchise agreement which would mirror the one for the Town of Normal. Alderman Huette cited his hesitation. Mr. Hamilton informed the Council that the agreement was needed in order to collect the franchise fee.

Mayor Stockton noted that the ability to regulate is being taken away from cities. Mr. Hamilton added that there had been changes over time. Many were due to technology. However, the City was still able to collect the franchise fees.

Motion by Alderman Matejka, seconded by Alderman Purcell, that the meeting be adjourned. Time: 9:30 p.m.

Motion carried.

**Tracey Covert
City Clerk**