

**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 p.m., Monday, April 11, 2005.

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, Thomas Whalen, Michael Matejka, Michael Sprague, Jim Finnegan, Rich Veitengruber, Karen Schmidt and Mayor Judy Markowitz.

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: Opening of One Bid for a Bark Blower for the Parks and Recreation Department

Bids were received by the City Clerk on April 4, 2005 for a Bark Blower for the Parks and Recreation Department. There is \$35,000 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 respectfully requests that Council authorize the Purchasing Agent to open the bid at the April 11, 2005 meeting and present Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Whalen 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 as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

Connie Griffin, Community Development Program Director, introduced Gene Garrett, District 87's AVC (Area Vocation Center), teacher. Ms. Griffin informed the Council of their first joint project back in 1977. District 87's AVC program and the City had rehabbed seventeen (17) houses, and nine (9) new structures were built. This totaled twenty-six (26) dwelling units. Twenty-three (23) units were single family homes. There was one (1) group home and two (2) duplexes. She cited 1314 Mason as an example. Mr. Garrett was being recognized tonight for his thirty (30) years of service and his efforts. During this time, things have progressed. Mr. Garrett addressed the Council. He thanked them for their support. District 87's AVC program had assisted over 1,100 students.

Mayor Markowitz read and presented Mr. Garrett with a plaque from the City. Mr. Garrett recognized those individuals who had accompanied him this evening, his wife, Becky, Robert Meeker and his wife, and Steve Poznic, current head of District 87's AVC program.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Proceedings of August 9, 2004 and Executive Session Proceedings of March 14, 2005

The Council proceedings of August 9, 2004 and Executive Session proceedings of March 14, 2005 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the reading of the minutes of the previous Council Meeting of August 9, 2004 and Executive Session proceedings of March 14, 2005 be dispensed with and the minutes approved as printed.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

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

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

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 seventh partial payment to Central Illinois Arena Management, Inc. in the amount of \$6,016.65 on a contract amount of \$738,188.75 of which \$125,756.43 will have been paid to date for work certified as 17% complete for Professional Services. Completion date - December 2005.
2. The twenty-first partial payment to Brisbin, Brook, Beynon Architects in the amount of \$19,837.06 on a contract amount of \$1,421,000 of which \$1,201,425.96 will have been paid to date for work certified as 81% complete for the Arena Architects. Completion date - October 2005.
3. The first partial payment to Technical Design Services, Inc. in the amount of \$3,738.94, (181.44 reimbursable expenses) on a contract amount of \$21,000 of which \$3,557.50 will have been paid to date for work certified as 17% complete for the Cabling System for the Downtown Sports and Entertainment Center (US Cellular Coliseum). Completion date - March 2006.
4. The first partial payment to Laesch Electric, Inc. in the amount of \$28,260 on a contract amount of \$28,261.22 of which \$28,260 will have been paid to date for work certified as 99% complete for the Communication Cable Information Systems Interconnect - Information Systems Interconnect Division B. Completion date - May 2005.
5. The seventh partial payment to Farnsworth Group in the amount of \$1,622.52 on a contract amount of \$25,000 of which \$17,571.28 will have been paid to date for work certified as 70% complete for the Staking of Lake Bloomington Retaining Wall Project. Completion date - April 2005.
6. The ninth partial payment to Stark Excavating, Inc. in the amount of \$367,926 on a contract amount of \$3,765,738.25 of which \$2,844,957 will have been paid to date for work certified as 75% complete for the Pipeline Road Watermain, Division B - Northtown Road to 2350 N Road. Completion date - June 2005.
7. The sixth and final payment to Farnsworth Group in the amount of \$4,532.30 on a contract amount of \$39,000 of which \$39,000 will have been paid to date for work certified as 100% complete for the Division St. CSO Elimination. Completion date - April 2005.

8. The second partial payment to Stark Excavating, Inc. in the amount of \$151,000 on a contract amount of \$284,392.50 of which \$231,000 will have been paid to date for work certified as 81% complete for the Canterbury Ct. 42" Relief Storm Sewer. Completion date - May 2005.

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

Respectfully,

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the payments be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Judy Markowitz, Mayor

Subject: Appointments and Reappointments to Various Boards and Commissions

I ask that you concur with the appointments to the following Boards and Commissions:

Appointments:

Cultural District Commission:

Bruce Bergethon, 13 Brookshire Gr., Bloomington, IL 61704. His term will expire 4/30/2008. He is replacing Barb Meek.

Historic Preservation Commission:

Pablo Eves, 120 N. Center, Bloomington, IL 61701. His term will expire 4/30/2009. He is replacing John Novak.

Planning Commission:

Ken Dulac, 24 Stonehedges Ct., Bloomington. His term will expire 4/30/2009. He is replacing Bev Bell.

Julie Morton, 204 Tanner, Bloomington, IL 61701. Her term will expire 4/30/2009. She is replacing Dave Ezell.

I ask that you concur with the reappointments to the following boards:

Reappointments:**Cultural District Commission:**

Julie Dobski, 14 Worthington, Bloomington, IL 61704. Her new term will expire 4/30/2008.

Dan Leifel, 210 Parkview, Bloomington, IL 61701. His new term will expire 4/30/2008.

Mike Matejka, 112 ½ Weldon, Bloomington, IL 61701. His new term will expire 4/30/2008.

Historic Preservation Commission:

Terri Clemens, 606 E. Grove, Bloomington, IL 61701. Her new term will expire 4/30/2008.

Housing Authority Board:

Barb Adkins, 109 E. Olive, Bloomington, IL 61701. Her new term will expire 4/30/10.

Betty Middleton, 1414 W. Locust, Bloomington, IL 61701. Her new term will expire 4/30/10.

Human Relations:

Cathy Ahart, 923 E. Grove, Bloomington, IL 61701. Her new term will expire 4/30/2008.

David Bentlin, 103 E. Division, Bloomington, IL 61701. His new term will expire 4/30/2008.

Anthony Jones, 2103 Clearwater, Bloomington, IL 61701. His new term will expire 4/30/2008.

Library Board:

Patsy Bowles, 1208 Elmwood Rd, Bloomington, IL 61701. Her new term will expire 4/30/2008.

Peggy Burton, 24 Chiswick Circle, Bloomington, IL 61704. Her new term will expire 4/30/2008.

Carol Koos, 1316 E. Washington, Bloomington, IL 61701. Her new term will expire 4/30/2008.

Police Pension Board:

Frank Haines, #3 Worthington Ct., Bloomington, IL 61704. His new term will expire 4/30/2007.

Zoning Appeals Board:

John Stockman, 2513 Cara Crossing, Bloomington, IL 61704. His new term will expire 4/30/2012

Respectfully,

Judy Markowitz
Mayor

Mayor Markowitz introduced Bruce Bergethon who was being appointed to the Cultural District. Mr. Bergethon was employed as the manager of WGLT. He was an eighteen (18) year resident of the City. He was honored to serve.

She also introduced Julie Morton who was being appointed to the Planning Commission. She was a resident of the City's southwest quadrant. She was a life long resident of the City. She was employed at GE and built power panels for the medical field and wind energy. She was married with two (2) children.

Motion by Alderman Sprague, seconded by Alderman Crawford that the appointments and reappointments be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay J. G. Stewart Contractors, Inc. for Emergency Repairs to the Dam at Highland Park Golf Course

On the west side of Highland Park Golf Course there is a dam and emergency spillway which allow for storm water detention on the golf course property. Park maintenance staff noticed a washed out area on the spillway and notified the Engineering Department.

An investigation showed the dam had an extensive void hidden under the concrete spillway, approximately 10 feet wide, 6 feet high, and 40 feet long. It was determined that immediate repairs were necessary to prevent catastrophic failure of the dam. As immediate repairs were necessary, staff retained J. G. Stewart, Inc. on a time and material basis to make repairs.

J. G. Stewart, Inc. has submitted a bill in the amount of \$20,808.16. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$20,808.16 to J. G. Stewart, Inc. for emergency repairs to the Dam at Highland Park, with payment to be made with Storm Water Management Funds (55200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Alderman Finnegan questioned this item. He noted this request was for an emergency repair to the dam at Highland Golf Course. He questioned if there was an inspection schedule. Doug Grovesteen, Director of Engineering, addressed the Council. He noted that usually there were annual inspections. The City's Parks & Recreation staff noticed the wash out. He recalled that the dam was installed in the 1980's prior to the City's storm water detention program. The dam was washed out under the concrete pad.

Motion by Alderman Sprague, seconded by Alderman Crawford that the payment be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huetten.

Nays: None.

Motion carried.

The following was presented:

April 11, 2005

1373

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payment for Lime Sludge Removal

The Water Department has a 10 year contract, which was awarded in 1997, to remove lime sludge from the water treatment plant storage lagoon. Lime sludge is a reusable byproduct of the water softening process.

The lime sludge is removed from the sludge lagoon by Evergreen Farm Service (FS) and marketed to farmers for pH control of their farmland. This process must take place each year as the water softening process creates about 25,000 lbs. of sludge each day. The contract called for the payment of a base amount of \$163,000 in 1997 with future years to be calculated using this amount and an adjustment based upon the Consumer Price Index.

There is also an credit adjustment based upon the amount of revenue earned by Evergreen FS in selling the product. An invoice for \$168,643 has been received for the fall 2004 work. Staff has reviewed this invoice and has determined that it is in accordance with the contract.

Staff respectfully requests that Council approve the payment for the 2004 removal of lime sludge from the water treatment plant by Evergreen FS in the amount of \$168,643 with payment to be made with Water Department Operations and Maintenance Funds, Lime Sludge Hauling (X50130-70840).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the payment be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of payment of \$112,461.75 to Wittenberg II, L.L.C. for the City's Share of the Construction Cost of Over Sizing Pump Station and Force Mains

Council approved an Annexation Agreement on July 14, 2003, for Wittenberg Woods Subdivision. Wittenberg Woods Subdivision is located south of Hamilton Road, west of Morris Avenue, east of Trinity Lutheran School, and north of Lutz Road. The Annexation Agreement obligated the City to pay for any over sizing of the pump station or force mains that serve the Wittenberg Woods Sanitary Pump Station.

The pump station was sized to accept flows from future development on the Trinity Lutheran property. Staff requested the force mains be oversized so that they would also accommodate effluent from the future I-74 Pump Station.

Lewis, Yockey & Brown, Inc., acting as the developer's agent, has submitted a request for payment in the amount of \$112,461.75 to oversize the Wittenburg Woods Pumps Station and Force Mains. Staff has examined the bill and finds it acceptable. There is \$150,000 in Sewer Depreciation Funds budgeted for this expense. Staff respectfully recommends that Council approve the payment of \$112,461.75 to Wittenberg II, L.L.C., with payment to be made from Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the payment be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

April 11, 2005

1375

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay Stark Excavating, Inc. for Sewer Investigation at Downtown Multi Purpose Community Center

The site of the Downtown Multi Purpose Community Center, (US Cellular Coliseum) contained several existing public sewers, and numerous private services, some dating back over 100 years, and many of which were undocumented. In order to safely abandon these sewers and services and expedite development of the site, it was necessary to investigate the extent of the infrastructure .

Many of the sewers and services were very deep. Stark Excavating, Inc. had equipment on site to assist the Public Service Department in this investigation and was retained by staff. Stark performed exploratory excavations to expose critical sections of pipe allowing Public Service to insert camera equipment. Upon completion of this work, Stark backfilled the exploratory trenches and filled abandoned sewers within the future building limits.

Stark Excavating, Inc. has submitted a bill in the amount of \$32,289.26. City staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$32,289.26 to Stark Excavating, Inc. for sewer investigation and exploration at the site of the Downtown Multi Purpose Community Center (US Cellular Coliseum) with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Alderman Schmidt questioned if this item involved old sewers. Tom Hamilton, City Manager, informed the Council that the sewer was excavated in order for City staff to televised the sewer. It was determined that there were no connections to it. The decision was made to fill the sewer.

Alderman Huette questioned why this outdated sewer was not removed. He added that this cost should be billed to the Bloomington Center for the Performing Arts' contingency fund. Mr. Hamilton informed the Council that this item was outside of the scope of PJ Hoerr's contract. He noted that another sewer had to be relocated. In the older sections of the City, there were no plans. These types of situations were not unusual.

Motion by Alderman Sprague, seconded by Alderman Crawford that the payment be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of Payment of \$153,436.75 to Larry Beilfeldt for the City's Share of the Construction Cost of a 24 inch Sanitary Sewer in Sapphire Lake Subdivision

Council approved an Annexation Agreement on November 26, 2001, with Larry Beilfeldt for Sapphire Lake Subdivision. Sapphire Lake Subdivision is located south of General Electric Road, west of Towanda-Barnes Road, east of Golden Eagle Subdivision, and north of McGraw Park Subdivision. The Annexation Agreement obligated the City to pay for over sizing the sanitary trunk sewer through the subdivision to serve other developments to the south and east.

Farnsworth Group, acting as the developer's agent, has submitted a request for payment in the amount of \$153,436.75 to oversize 2,525 feet of sewer to 24 inch in Janet Drive and Pamela Drive in the Second Addition to Sapphire Lake Subdivision. Staff reviewed the bill and finds it acceptable. This is not a budgeted expense, however, there is sufficient funds in the Sewer Depreciation Fund to pay this bill. Staff respectfully recommends that Council approve the payment of \$153,436.75 to Larry Beilfeldt with payment to be made from Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the payment be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bid Process and Authorize New Firefighter Training

Staff respectfully requests that Council waive the formal bidding process and approve payment of tuition/training fees in the amount of \$9,000 to the University of Illinois Fire Service Institute. This training is for five (5) new employees, hired as part of the six (6) previously authorized by Council to staff the fire department's fourth ambulance. The sixth hire had previous experience and certification, therefore was not required to attend this training. The training is to be completed on April 9, 2005 and is a requirement in order to complete probation.

The Fire Service Institute has been utilized for many years to provide recruit training. The tuition/training fees have not typically been subject to the bid process requirements, as there are normally only one or two probationary firefighters concurrently attending at any one time. In this particular instance the Fire Department has five (5) new recruits attending training and have been advised that Council approval is necessary prior to payment of the \$9,000 tuition/training fee. Payment is to be made from the Training line item budget #G15210-70790.

Staff respectfully requests that the formal bidding process be waived, and firefighter training from the University of Illinois Fire Service Institute be approved, in and amount not to exceed \$9,000, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

Respectfully,

Keith A. Ranney
Fire Department

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 47

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FIREFIGHTER TRAINING FROM THE
UNIVERSITY OF ILLINOIS FIRE SERVICE INSTITUTE IN AND AMOUNT NOT TO
EXCEED \$9,000**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase firefighter training from the University of Illinois Fire Service Institute, in and amount not to exceed \$9,000.

Adopted this 11th day of April, 2005.

Approved this 12th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Sprague, seconded by Alderman Crawford that the formal bidding process be waived, the firefighter training from the University of Illinois Fire Service Institute be approved, in and amount not to exceed \$9,000, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Sprague, Whalen and Huette.

Nays: None.

Abstain: Alderman Schmidt

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bid Process for EMT-I Training for the Fire Department

Staff respectfully requests that the formal bid process be waived and a contract with Heartland Community College in the amount of \$15,685 be approved for the provision of Emergency Medical Technician - Intermediate training for eighteen (18) Fire Department personnel. The training is a required step in upgrading ambulance personnel from the current Basic EMT level to the anticipated Intermediate EMT level. This course is expected to span a 15 week period and includes training costs, books, and student fees for the eighteen (18) personnel.

This program is approved and recommended by the McLean County EMS System. Utilization of the this program reduces travel and overtime costs, as well as eliminating the need for additional examinations for students prior to admission to the area EMS system.

The per student cost is \$871, which is slightly less than the anticipated \$900 per student cost that was presented in initial cost estimates for this EMS certification upgrade. Payment for this training is to be made from budget line item #G15210-70790.

Staff respectfully requests that Council waive the formal bid process and approve a contract with Heartland Community College to provide EMT Intermediate training, in an amount not to exceed \$15,685, and further that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Keith A. Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 48

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF EMERGENCY MEDICAL TECHNICIAN -
INTERMEDIATE TRAINING FOR EIGHTEEN (18) FIRE DEPARTMENT
PERSONNEL FROM HEARTLAND COMMUNITY COLLEGE AT A PURCHASE
PRICE NOT TO EXCEED \$15,685**

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

1. That the bidding process be waived and the contract with Heartland Community College be approved to Purchase Emergency Medical Technician - Intermediate training for eighteen (18) Fire Department personnel at a Purchase Price not to exceed \$15,685.

Adopted this 11th day of April, 2005.

Approved this 12th day of April, 2005.

Judy Markowitz
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Sprague, seconded by Alderman Crawford that the formal bidding process be waived, the contract with Heartland Community College for EMT-I training be approved in an amount not to exceed \$15,685, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bid Process and Purchase an Unmarked Vehicle

Investigative law enforcement operations have historically used unmarked vehicles that have been either confiscated as the result of covert drug operations, or have been purchased through local used car dealers.

One such vehicle needs to be replaced and a replacement vehicle can be purchased from a local business whose leased vehicles are in good condition with low mileage. The vehicle staff has selected is a late model, at a purchase price of \$12,900. The Police Department has sufficient funds in the Confiscated Drug Account (X20900-72130) to purchase this vehicle.

Staff respectfully requests that Council waive the formal bid process and authorize the purchase of a used vehicle to be used for investigative law enforcement operations, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 49

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A REPLACEMENT UNMARKED VEHICLE
FOR THE POLICE DEPARTMENT BE PURCHASED AT A PURCHASE PRICE NOT
TO EXCEED \$12,900**

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 replacement unmarked vehicle for the Police Department be purchased at a purchase price not to exceed \$12,900.

Adopted this 11th day of April, 2005.

Approved this 12th day of April, 2005.

Judy Markowitz
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Crawford questioned if the City would replace the unmarked car with a pick up truck. Roger Aikin, Police Chief, addressed the Council. He noted the newspaper article. Alderman Crawford expressed his belief that citizens would be afraid to pull over. Chief Aikin noted that citizens are required to stop for marked squad cars. He recommended that citizens use their cell phones or report to the Police Department. He added that the truck would be used to haul the temporary scales for over weight trucks. The majority of its use would be during the day.

Alderman Sprague noted that this truck would be used during the day and driven by a uniformed police officer. Chief Aikin expressed his opinion that he saw no problems with this truck.

Alderman Schmidt questioned why the City purchased vehicles. It confiscated vehicles. Chief Aikin informed the Council that these vehicles did not belong to the City. Confiscated vehicles were disposed of by Brown's Towing. A vehicle involved in a narcotics case is held for twelve (12) months. The Police Department was not in the auto sales business. He informed the Council that the DARE program's Ford Mustang had been a drug car.

Motion by Alderman Sprague, seconded by Alderman Crawford that the formal bidding process be waived, a replacement unmarked vehicle be purchased at a purchase

price not to exceed \$12,900, 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 as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bid Process and Authorize Tire Disposal for Tire Amnesty Day, April 29, 2005

The City has scheduled the fourth Tire Amnesty Day to be held on April 29, 2005. On March 23, 2005, a request for quotes was sent to the following companies operating in and around the City to receive tires collected by Public Service Staff during Tire Amnesty Day:

American Disposal
Armando Tire Service
Bridgestone/Firestone OTR
Clay Dooley Tire and Auto
Davis Tire and Auto
Don Owen Tire Service
Fairchilds
Fred Groves Service Center
Kirk C & D Recycling
Neal Tire and Auto Service
Terry Winn Tire and Auto Service
Tommy House Tire.

In the request for quotes, staff requested the following information: 1.) name and address of the individual or company, 2.) location of the drop-off facility, 3.) where, how and when the tires will be removed from the facility, 4.) plans for the used tires, and 5.) cost to the City to drop off tires mounted on rims and unmounted tires.

The following three companies provided a quote to receive tires, have an acceptable area to receive the tires, are located within the specified 5 mile radius of City Hall, and an adequate plan to recycle the tires in a timely manner.

<u>Company</u>	<u>Tires mounted on rims</u>	<u>Unmounted tires</u>
Don Owen Tire Service	\$5.25 each	\$1.25 each
Neal Tire	\$5.75 each	\$3.75 each
Kirk C & D Recycling	\$3.25 each	\$1.50 each

It is unknown how many tires will be set out for collection on Tire Amnesty Day. Staff anticipates that the City's cost to dispose of these tires will be less than \$5,000. Based on the lowest quote for both pay items being provided by different companies, tire volumes from 2003 were used to calculate which company would provide the least costly service to the City.

This calculation indicated the following: Kirk C & D Recycling \$4,592.50*, Don Owen Tire \$5560.50 and Neal Tire \$9861.50. Tire volumes from 2002 and 2004 were also used to calculate anticipated costs and the cost differences between these three companies was even greater.

*Lowest Calculation

Staff respectfully requests that Council waive the formal bidding process and allow staff to dispose of the tires generated through the Tire Amnesty Day with Kirk C & D Recycling at a unit price of \$3.25 for mounted tires and \$1.50 for unmounted tires for a cost not to exceed \$5,000.

In the event that the volume of tires collected exceeds expectation, resulting in a cost of more than \$5,000, staff will return to Council and request approval for the additional payments. \$6,000 has been budgeted for tire disposal in refuse account 1001-16130-70990.

Once the number of tires collected has been determined, and the final bill has been paid, staff will apply for a grant from the Solid Waste Technical Committee (SWTC). The City has been fortunate in the past three years to receive a reimbursement of tire disposal costs associated with the Tire Amnesty Day from the SWTC. This company will ship the tires to Tire Shredders Unlimited in Lincoln, IL where they will be processed and recycled.

Respectfully,

Brian Brakebill
Director of Public Service

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the formal bidding process be waived, and tires generated through the Tire Amnesty Day be disposed of through Kirk C & D Recycling for a total cost not to exceed \$5,000, and the Purchasing Agent authorized to issue a purchase order for same.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Results of Negotiation with CUES, Inc. for a New Sewer Inspection Camera Truck for the Public Service Department

On February 28, 2005, Council waived the formal bidding process and allowed City staff to negotiate a purchase price with CUES, Inc., Orlando, FL to replace a 1980 camera truck and upgrade the remaining 2000 CUES camera truck.

These camera trucks are used for a number of purposes including locating service connections to mainline sewers; checking for blockages; documenting sewer conditions and problems; inspecting new subdivision sewers prior to City acceptance; examining illegal discharges into City maintained sewers, and helping to prioritize and determine sewer cleaning schedules.

The purchase price of the new camera truck is \$224,534. Cues has given a \$31,900 trade in allowance for the 1980 Cues camera truck, for a net purchase price of \$192,634.

The upgrade of the 2000 CUES camera truck was also negotiated. The upgrade includes installation of a new computer with Granite software and a new camera transporter for use in the sewers.

The newest version of CUES software (Granite) is included with this purchase. This software will allow the City to transfer all of the existing data from the current CUES Datacap system to the new system without the problems associated with merging software and reports from different companies.

Engineering staff has been involved in examining the new Granite software offered by CUES. It has been determined that the Granite software will allow the Engineering Department to view all of the reports and files.

A software license and package for the Engineering Department is included in this purchase. The Granite software will allow for future GIS and GPS mapping capabilities for both the Engineering and Public Service staffs.

The computer and software upgrade will cost \$25,800 and the transporter will cost \$23,650.

Staff respectfully recommends that the Council accept the negotiated purchase prices from CUES, Inc. for this purchase in the total amount of \$242,084.00. Funds are available in F52300-72130 for this purchase.

Respectfully,

Daniel E. Augstin
Supt. of Equipment Maintenance

Brian Brakebill
Dir. of Public Service

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 50

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF SEWER INSPECTION CAMERA TRUCK AND ASSOCIATED SOFTWARE FROM CUES, INC. AT A PURCHASE PRICE OF \$242,084

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 Sewer Inspection Camera Truck and Associated Software from Cues, Inc. at a Purchase Price of \$242,084.

Adopted this 11th day of April, 2005.

Approved this 12th day of April, 2005.

Judy Markowitz
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Sprague, seconded by Alderman Crawford that the Sewer Inspection Camera Truck and associated software be purchased from CUES, Inc., in the amount of \$242,084, the Purchasing Agent authorized to issue a purchase order for same, and the Resolution be adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Analysis of Request for Proposals (RFP) for Window Treatments for the Water Building

RFP's were received on March 4, 2005 for Window Treatments. Staff requested that proposals be submitted with a variety of window treatment options based on expertise after the facility was reviewed. The options ranged from 1" mini blinds to elaborate solar shades. The costs ranged from \$1,396.50 to \$4,886.25. The following window treatment providers submitted a proposal.

Village Interiors of Bloomington, IL
Amy Witzig Interior Design of Bloomington, IL
Interiors by The Cottage of Bloomington, IL
Sugarbaker Design Ltd. of Bloomington, IL

Staff was faced with the challenge of finding a window treatment that would allow for continuity throughout the entire building, and believed that it was important to avoid different options in various areas of the building. After evaluation of the proposals it was determined that the best option is a 2" blind for all exterior windows and 1" blind for two interior office windows.

The proposal submitted by Amy Witzig Interior Design proposed the following: 1.) 14 2" Hunter Douglas Blinds for exterior windows, and 2.) 2 1" Hunter Douglas Blinds for the interior windows, for a total price of \$1,887 including installation.

Staff respectfully recommends that the proposal from Amy Witzig Interior Design be accepted and the Purchasing Agent be authorized to approve a purchase order in the amount of \$1,887. Funds are available from X50110-71010, Office and Computer Supplies.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the Proposal for window treatments be awarded to Amy Witzig Interior Design in the amount of \$1,887, and the Purchasing Agent authorized to issue a purchase order for same.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of the Request for Proposals (RFP) for the Renovation of the Four City Hall Rest Rooms

On April 1, 2005, RFP's were accepted for the renovation of four (4) City Hall rest rooms. The renovation includes: replacing the light fixtures, outlets, switches, walls, floors, plumbing fixtures and faucets; increasing the exhaust to current standards; and metal stalls. This work will also include converting two (2) of the rest rooms into unisex handicap rest rooms. Analysis of the RFP's are listed below:

Felmley Dickerson Co. Bloomington, IL	\$33,600
Johnston Contractors Bloomington, IL	\$ 29,950
** Anderson Spencer Co. Normal, IL	\$ 27,730

** Recommended Low Bidder

A total of \$38,500 was budgeted for this project. Anderson Spencer Co. has contracted work for the City before and has a good reputation in the construction industry. Staff respectfully recommends that Council award the proposal to Anderson Spencer Co., in the amount of \$27,730 and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will come from Building Alterations Account, # G15480-72520.

Respectfully,

James Hepperly
Director of Planning and Code Enforcement

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the proposal for the restroom renovation be awarded to Anderson Spencer Co., in the amount of \$27,730, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bid Analysis for Erickson Avenue: Oakland to Illinois

Bidding proposals for Erickson Avenue: Oakland to Illinois were received until 2:00 p.m. Monday, April 4, 2005, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Stark Excavating, Inc.	\$285,592.80 (Low Bid)	
Rowe Construction Co.	\$302,519.55	
Engineer's Estimate	\$262,965.00	
Budget	\$200,000.00	Community Development Block Grant Funds
	\$ 30,000.00	Storm Water Management Fund
	<u>\$ 40,000.00</u>	Water Depreciation Fund
	\$270,000.00	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, sidewalks and driveways shall be constructed.

The low bid for the project is over budget. The concrete cost in Stark's bid is approximately 14 percent higher than concrete cost a year ago. This higher material cost is most likely a result of

inflation and higher fuel cost. The additional \$16,883.80 shall be paid with Capital Improvement Funds.

Staff respectfully requests that Council accept the low bid of Stark Excavating, Inc. in the amount of \$285,592.80 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment is to be made from the following accounts: 1.) \$200,000 Community Development Block Grant Funds (X22400-72530), 2.) \$16,883.80 Capital Improvement Funds (X40100-72530), 3.) \$28,865.00 Stormwater Management Funds (X55200-72530) and 4.) \$39,844.00 Water Depreciation Funds (X50200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

CONTRACT ON FILE IN THE CITY CLERK'S OFFICE

Motion by Alderman Sprague, seconded by Alderman Crawford that the bid for Erickson Avenue: Oakland to Illinois be awarded to Stark Excavating, Inc., in the amount of \$285,592.80, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for the Greenwood Avenue Sanitary Sewer Relocation.

Bidding proposals for the Greenwood Avenue Sanitary Sewer Relocation were received until 2:00 p.m. Monday, April 4, 2005, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Stark Excavating, Inc.	\$94,673.60	Low Bid
Siciliano, Inc.	\$134,396.50	
Hoerr Construction, Inc.	\$137,327.70	
Engineer's Estimate	\$100,389.00	
Budget	\$120,000.00	Sewer Depreciation Fund (X52200-72550)

The scope of this project is the relocation of an existing 10 inch cast iron sanitary sewer installed inside a 6' x 4' box culvert under Veterans Parkway at Greenwood Avenue. The project will involve the installation of 10 inch ductile iron sanitary sewer pipe inside a bored and jacked steel casing pipe underneath and across Veterans Parkway east of the existing sewer alignment; the installation of two (2) new manholes; the modification of two (2) existing manholes, and the installation of 10 in extra strength clay sanitary sewer pipe between the new and existing manholes. This project will move the sewer away from future improvements to the Morris and Veterans Parkway intersection and will correct potential issues with storm water entering the existing sanitary sewer or existing sanitary sewer discharging into the storm water culvert.

The low bidder for this project submitted a lump sum price for chain link fence removal and replacement. It was priced per lineal foot, but entered as lump sum on the schedule of prices. Staff respectfully requests that Council waive this technicality and accept the low bid from Stark Excavating, Inc. in the amount of \$94,673.60 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this project is to be made from the Sewer Depreciation Fund.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

CONTRACT ON FILE IN THE CITY CLERK'S OFFICE

Motion by Alderman Sprague, seconded by Alderman Crawford that the bid for Greenwood Ave. Sanitary Sewer Relocation be awarded to Stark Excavating, Inc., in the amount of \$94,673.60, 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 as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
 From: Staff
 Subject: Analysis of Bidding Proposals for 2004-2005 Rigid Pavement Patching Program

Bidding proposals were received until 2:00 p.m., Monday, April 4, 2005, in the office of the City Clerk, at which time and place the proposals were opened and read aloud as follows:

G.M. Sipes Const. Inc.	\$254,896.00 *Low Bid
Rowe Construction	\$341,088.75
Stark Excavating, Inc.	\$385,688.00
Budget	\$250,000.00 C.I.F. - 2003 Bond Issue
Engineer's Estimate	\$235,529.60

This project consists of the removal and replacement of existing Portland Cement Concrete pavements of various thickness and associated work. Most of the work will be performed on St. Joseph Drive and Oakbrook Court.

G.M. Sipes Construction, Inc. is the low bidder. Their bid exceeds the budgeted amount. Staff recommends that Council accept the low bid of G.M. Sipes Construction, Inc. in the amount of \$254,896, but that expenditures be limited to \$250,000, for the 2004-2005 Rigid Pavement Patching Program project and, further, that the Mayor and City Clerk be authorized to enter into a contract for the said work with payment to be made with Capital Improvement Funds - 2003 Bond Issue (X40152-72530).

Respectfully,

Douglas G. Grovesteen
 Director of Engineering

Tom Hamilton
 City Manager

CONTRACT ON FILE IN THE CITY CLERK'S OFFICE

Alderman Schmidt cited the increase costs for cement. She questioned the impact of this fact upon the City's FY 2005 - 06 budget. Tom Hamilton, City Manager, noted that it would be hard to tell. Prior to this bid, cement costs were dropping as it was being imported from Mexico. He noted that there was a nationwide shortage.

Doug Grovesteen, Director of Engineering, addressed the Council. He could not provide percentages. Alderman Schmidt questioned the number of projects involved. She also questioned the City's ability to complete these projects due to the cost increase.

Motion by Alderman Sprague, seconded by Alderman Crawford that the bid be awarded to G.M. Snipes Construction, Inc., in the amount of \$250,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order #3 for Phase Two of Tipton Park

Recommendations were made concerning the development of Tipton Park which were not received in time to incorporate them into the original bid package. The two (2) items which were not addressed via addendums are as follows:

1. Additional masonry reinforcement in the restroom facility located in the large shelter. The cost of this item was \$1,487.36.
2. The addition of a mop sink in the utility room of the restroom building, along with some other plumbing changes which included stubbing a two (2) inch water line out of the building for future irrigation. A \$4,547.39 cost was assigned for this work bringing the total cost of the change order to \$6,034.75.

This change order will bring the total cost of the contract with Stark Excavating, Inc., to \$1,495,727.60. The Parks and Recreation Department instructed Stark Excavating to proceed with these changes so the project would not be delayed. Staff believes that these changes improves the overall quality of the project. Staff respectfully requests that Council approve change order #3 in the amount \$6,034.75. The budget for this project is \$2,000,000 leaving a balance \$62,919.34 to complete the project.

Respectfully,

Jerry Armstrong
Asst. Dir. Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 51

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$6,034.75 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND STARK EXCAVATING, INC. FOR PHASE TWO OF
TIPTON PARK**

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc. for Phase Two of Tipton Park; and

WHEREAS, for the reasons set forth in a staff report dated April 11, 2005 it was necessary to add additional masonry reinforcement in the restroom facility located in the large shelter and add a mop sink in the utility room of the restroom building, along with some other plumbing changes which included stubbing a two (2) inch water line out of the building for future irrigation; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 11, 2005 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 \$6,034.75 in the contract between the City of Bloomington and be approved.

PASSED this 11th day of April, 2005.

ADOPTED this 12th day of April, 2005.

Judy Markowitz
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Sprague, seconded by Alderman Crawford that the Change Order to Stark Excavating, Inc. for Phase Two of Tipton Park in the amount of \$6,034.75 be approved, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposed Change Order to George Gildner, Inc. for Sunset Road Drainage Improvement

During construction of the recent Sunset Road Drainage Improvements, two items were encountered which resulted in additional costs.

1. To properly repair the existing pavement after construction of the new sewer and street inlets, it was necessary to construct an additional quantity of new curb and pavement at an additional cost of \$3,578.45.
2. To properly control erosion during this project, it was necessary to install straw bales for ditch checks and around inlets at an additional cost of \$534.98.

Original Contract Amount	\$77,652.00
This Change Order	<u>4,113.43</u>
Completed Contract	\$81,765.43

These additions were not reasonably foreseeable at the time the contract was signed and were in the best interest of the City. As this additional work was necessary for the orderly and proper completion of this project, staff respectfully recommends that Council approve this Change Order in the amount of \$4,113.43 with payment to be made with Storm Water Management Funds (X55200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the Change Order to George Gildner, Inc. for Sunset Road Drainage Improvement in the amount of \$4,113.43 be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Amendment to Professional Service Agreement with Lewis, Yockey & Brown, Inc. for the Preparation of Construction Documents for Fort Jesse Road from 800 Feet East of Airport Rd. to Towanda Barnes Rd.

The agreement with Lewis, Yockey & Brown, Inc. for the design of Fort Jesse Road, from 800 feet east of Airport Rd. to Towanda Barnes Rd., in the amount of \$120,000, was approved by Council on June 10, 2003.

During the course of the design, additional work was required to: 1.) redesign the water main; 2.) redesign the storm sewer; 3.) add an erosion control plan. These three items were beyond the original scope of the contract. The consultant has proposed to perform the additional work on a time and material basis at an additional cost not to exceed \$11,000. Staff examined the proposal for additional payment and finds it acceptable. A Change Order to the current contract is requested.

Original Contract	\$120,000
This Change Order	<u>\$11,000</u>
Total Contract Amount	\$131,000

Staff respectfully requests that Council approve a Change Order to the design contract with Lewis, Yockey & Brown, Inc. for the design of Fort Jesse Road from 800 feet East of Airport Rd. to Towanda Barnes Rd. in the amount of \$11,000, for a revised total contract amount of \$131,000. Payment is to be made with \$11,000 Capital Improvement Funds (X40100-70050).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 52

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$11,000 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND LEWIS, YOCKEY & BROWN, INC. FOR THE
PREPARATION OF CONSTRUCTION DOCUMENTS FOR FORT JESSE ROAD
FROM 800 FEET EAST OF AIRPORT RD. TO TOWANDA BARNES RD.**

WHEREAS, the City of Bloomington has previously entered into a contract with Lewis, Yockey & Brown, Inc. for the Preparation of Construction Documents for Fort Jesse Road from 800 Feet East of Airport Rd. to Towanda Barnes Rd.; and

WHEREAS, for the reasons set forth in a staff report dated April 11, 2005 it was necessary to 1.) redesign the water main; 2.) redesign the storm sewer, and 3.) add an erosion control plan; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 11, 2005 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 \$11,000 in the contract between the City of Bloomington and be approved.

PASSED this 11th day of April, 2005.

ADOPTED this 12th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Sprague, seconded by Alderman Crawford that the Change Order to Lewis, Yockey & Brown for preparation of construction documents for Ft. Jesse Rd. from 800' east of Airport Rd to Towanda Barnes Rd. be approved, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for Professional Services Agreement with Farnsworth Group for Construction Staking of Lake Bloomington Retaining Wall at Water Treatment Plant

A Professional Services Agreement was executed with Farnsworth Group to provide construction staking services for the new retaining wall at the Lake Bloomington Water Treatment Plant. Construction is currently suspended while the construction site dries out.

The first Change Order of \$5,000 was for additional engineering to design a beam to span the Water Plant intake pipes. The second Change Order of \$10,000 was for additional engineering to design a solution for unexpected poor soils encountered on the site. Farnsworth has begun designing a solution to remediate the poor soils and requires an additional \$3,500 to complete their design.

The additional design, and extra surveying necessary, can be provided on a time and material basis at an additional cost not to exceed \$3,500. It is proposed to amend the current Farnsworth staking agreement to pay for the additional design and surveying.

Original Contract	\$10,000.00	07/26/04
1st Change Order	\$ 5,000.00	11/08/04
2nd Change Order	\$10,000.00	02/28/05
This Change Order	<u>\$ 3,500.00</u>	
 Total Contract	 \$28,500.00	

Staff respectfully recommends that Council approve amending the current Farnsworth Group Professional Services agreement for construction staking by increasing the total amount of “not to exceed” from \$25,000 to \$28,500, and that the Mayor and City Clerk be authorized to execute the necessary documents, with payment be made with Water Depreciation Funds (X50200-72620).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the Change Order in the amount of \$3,500 for the Professional Services Agreement with Farnsworth Group for Construction Staking of Lake Bloomington Retaining Wall at Water Treatment Plant be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Intergovernmental Agreement Between the City of Bloomington and McLean County Board of Health for Use of the McLean County Animal Shelter

For the past year, the City and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for stray animals. The present contract expires April 30, 2005.

For the period of May 1, 2005 through April 30, 2006, the contract being proposed by the McLean County Board of Health shows an increase of \$2,260 from \$2,145 per month. This has been budgeted in line item 15110-70990.

Staff has reviewed the proposed Intergovernmental Agreement and believes the terms are fair and are in the best interest of the citizens of the City. The agreement will be renewed on a year to year basis, renewable on May 1, of each year.

Staff respectfully recommends that Council approve the agreement with McLean County Board of Health for use of the McLean County Animal Shelter.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

ANIMAL SHELTER AGREEMENT

This AGREEMENT for Animal Shelter Services is made this 1st day of April, 2005 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "Board of Health"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "Municipality").

WHEREAS, there is a need to provide prompt and quality shelter for stray or straying dogs and cats that are picked up by a Bloomington Animal Control Officer or any other authorized representative of the City of Bloomington; and

WHEREAS, the Municipality wishes to contract for prompt and quality shelter for stray or straying dogs and cats that are picked up within its jurisdictional boundaries; and

WHEREAS, the Board of Health has the capacity to provide such services and will permit 24 hour, seven days per week access to the McLean County Animal Shelter; and

WHEREAS, the Board of Health wishes to provide such services to the Municipality through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the Board of Health and the Municipality as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2005 through April 30, 2006.
2. The Board of Health agrees to provide immediate shelter to stray or straying dogs and cats placed in the Animal Shelter by any authorized representative of the Municipality.
3. The Board of Health agrees to assist the Municipality in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, issuing ordinance violation complaints, reporting the names and addresses of persons reclaiming animals placed in the Animal Shelter by an authorized representative of the Municipality and providing within the Shelter information and education materials to residents of the Municipality concerning ordinances prohibiting animals from running at large.

4. The Municipality agrees to pay to the Board of Health for such services not more than \$2,260.00 per month while this AGREEMENT is in effect.
5. Payments for services rendered pursuant to this AGREEMENT will be made by the Municipality to the McLEAN COUNTY HEALTH DEPARTMENT monthly no later than the 15th day of each month.
6. The County will indemnify and hold the City of Bloomington harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the County, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the Town, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
8. All animals placed in the Animal Shelter by a representative of the City of Bloomington shall be subject to all of the rules and regulations which are applicable to animals of a similar type. The persons reclaiming such animals shall be required to first pay all such return, boarding, registration, and veterinarian fees associated with such rules and regulations in addition to the reclamation/release fee of the Municipality.
9. This AGREEMENT may be terminated at the request of the Municipality or of the Board of Health upon ninety days written notice being provided by either party to the other.
10. It is understood that the terms of this AGREEMENT include all of the agreements made by the BOARD OF HEALTH and the Municipality without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.
11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

CITY OF BLOOMINGTON

a Municipal Corporation

By: Judy Markowitz, Mayor
April 12, 2005

ATTEST:

Tracey Covert
City Clerk

McLEAN COUNTY BOARD OF HEALTH

By: Robert J. Keller
April 18, 2005

Motion by Alderman Sprague, seconded by Alderman Crawford that the Intergovernmental Agreement with McLean County Board of Health for use of the McLean County Animal Shelter 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 as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Intergovernmental Agreement Between the City of Bloomington and McLean County Board of Health for Animal Control Services

For the past several years, an Intergovernmental Agreement has been in effect between the City and McLean County Board of Health.

Under this agreement, the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City. The Board of Health will enforce all Illinois animal control laws and City ordinances relating to animals. Services and conditions are outlined in the intergovernmental agreement. The agreement reflects an increase from \$74,880 to \$78,000 which has been budgeted in line item 15110-70990.

Staff has reviewed the proposed agreement and believes that the terms are fair and in the best interest of the citizens of the City.

This Intergovernmental Agreement will be renewable on a year to year basis and will be in effect from May 1, 2005 through April 30, 2006, and renewable on May 1 of each additional year.

Staff respectfully recommends that Council approve the agreement with McLean County Board of Health for Animal Control Services.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

AGREEMENT FOR
ANIMAL CONTROL WARDEN SERVICES

This AGREEMENT for twenty-four hour Animal Control Warden Service made this 1st day of April, 2005 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "Board of Health"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "Municipality").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the Municipality; and

WHEREAS, there is a need to remove stray or straying dogs and other animals subject to impoundment from within the corporate limits of the Municipality upon the request of the Municipality; and

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the Municipality upon the request of the Municipality. The Board of Health also agrees to remove dead dogs and cats in residential areas where the owner is unknown. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the Municipality it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal; and

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the Municipality during these time periods; and

WHEREAS, the Board of Health has the capacity to provide such services through its Animal Control Wardens; and

WHEREAS, the Board of Health, by and through the McLean County Health Department, has been designated as the supervising and administrative agent to administer and oversee all animal

control functions as defined in the Illinois Animal Control Act and County ordinances attendant thereto by the County of McLean; and

WHEREAS, the Board of Health wishes to provide such services to the Municipality through its Animal Control Wardens.

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter this AGREEMENT for the period May 1, 2005 through April 30, 2006.

A. The Board of Health agrees to provide contracted animal control services twenty-four (24) hours day within the corporate limits of the Municipality within a reasonable period of time.

B. The Board of Health agrees to provide removal of stray or straying dogs and other animal subject to impoundment from within the corporate limits of the Municipality, upon request of the Municipality.

*PLEASE NOTE: The McLean County Health Department Animal Control Program does not hold a nuisance wildlife control permit from the Department of Natural Resources. Therefore nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, must be removed by a licensed trapper. See Paragraph D.

C. The Board of Health agrees to provide removal of dead animals within the public areas of the corporate limits of the Municipality, providing the Municipality provides a disposal site for said carcasses.

D. Animal Wardens will be responsible for removal of nuisance wild animals only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal.

E. The Board of Health agrees to continue to collect and remit to the Municipality all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8 Section 53 of the Municipality's ordinance governing animal and fowls.

2. During the period of this agreement, the Municipality agrees to pay the Board of Health for such services seventy eight thousand dollars (\$78,000), payable as follows:

A. Six thousand, five hundred dollars (\$6,500) monthly beginning May 1, 2005, and continuing throughout the terms of this agreement.

3. The Board of Health agrees to provide the Municipality written evidence, in a manner acceptable to the Municipality, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement.

4. The County will indemnify and hold the City of Bloomington harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the County, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the Town, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The parties recognize that the Municipality shall have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the Board of Health.
7. This agreement may be terminated for any of the following reasons:
 - A. At the request of the Municipality upon ninety (90) days written notice
 - B. At the request of the Board of Health upon ninety (90) days written notice
8. In the event this Agreement is terminated prior to its expiration, then the Municipality agrees to pay the Board of Health for any services outstanding rendered by the Board of Health.
9. It is understood that the terms of this Agreement include all of the agreements made by the Board of Health and the Municipality without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.
10. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or enforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
11. Any issues pertaining to the sheltering of animals shall come under the Inter Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON
a Municipal Corporation

By: Judy Markowitz, Mayor
April 12, 2005

ATTEST:

Tracey Covert
City Clerk

MCLEANCOUNTY BOARD OF HEALTH

Robert J. Keller
April 18, 2005

Alderman Sprague noted the two (2) intergovernmental agreements with the McLean County Board of Health, (use of the animal shelter and animal control services). He expressed his hope that the relationship would continue. Mayor Markowitz noted that the City had signed over 100 intergovernmental agreements.

Motion by Alderman Sprague, seconded by Alderman Crawford that the Intergovernmental Agreement with the McLean County Board of Health to provide animal control services be approved that the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Holiday Pool Renovation-Professional Design Services Contract

On June 28, 2004, Council approved a "Resolution of Authorization" to submit an OSLAD (Open Space Land Acquisition and Development) grant application to the Illinois Department of Natural Resources for the renovation of the Holiday Pool Complex. The grant application was submitted and the City has recently been notified that it has received the grant of \$400,000. The budget for this project is \$2,500,000 including professional services.

Staff has negotiated a contract with Thompson Dyke and Associates for professional design services to complete the base documentation; schematic refinement; final plan development; design development; the preparation of construction documents and perform contract administration. The fee for these services is \$212,500 with expenses not to exceed \$14,950. This fee also includes architectural services for the bath house.

The time line for this project is to close Holiday Pool following the summer season of 2005 and begin construction Sept. 1, 2005, sooner if possible, with an opening date late summer of 2006. It is difficult to accurately set these dates, but staff will strive to have the pool operational in late summer of 2006, weather permitting.

Staff respectfully requests that Council authorize staff to formally accept the OSLAD Grant and enter into a contract with Thompson Dyke and Associates for professional design and construction observation services in an amount of \$227,450. The funds for the City's share of this project will come from the Capital Improvement Fund #X40100-72570-91815.

Respectfully,

Keith Rich
Director Parks & Recreation

Tom Hamilton
City Manager

PROJECT UNDERSTANDING

The Holiday Pool Park property is located in the South Central sector of Bloomington in a developed area of the City. The City of Bloomington is interested in undertaking a renovation of the pool and the development of a new pool house and community room. TD&A will complete Base Documentation, Schematic Refinement, Final Plan Development, Design Development, Construction Documentation, and Contract Administration for the pool grounds.

In recent months TD&A has worked with City staff to develop a concept plan for a renovated Holiday Pool. The City has also submitted a grant request to IDNR for the current grant cycle. Over the last few years, the condition of the pool facility has deteriorated and state requirements regarding handicap accessibility have become clearer. As a result, TD&A will work with the City to develop a set of construction drawings to update the pool, add some needed amenities and build a pool building with a public meeting room component. The initial budget estimate for the project is listed below. The numbers were developed earlier in 2004.

HOLIDAY POOL AQUATIC CENTER

Site Preparation	\$512,000
Aquatic Features	\$555,000
Architectural Elements	\$580,500
Site Development	\$303,000
Family Aquatic Center Entrance	\$94,950
Contingency/Escalation	\$204,545
Permit Allowance @ 1.5%	\$ 33,749
A/E Fees	<u>\$213,749</u>
Total Cost	\$2,497,494

SCOPE OF SERVICES

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

1.0 PROJECT INITIATION**1.1 Project Initiation Meeting**

The Consultant will meet with representatives of the City of Bloomington to review the Scope of Services, set up a detailed time schedule, obtain background information and establish a working relationship with all parties who will be working on the project.

1.2 Site Inventory

Assemble base material, review existing site conditions, review Park Department budget for the facility and photographically record existing conditions. This component is essentially a review of work completed in an earlier phase.

1.3 Site Survey

The Consultant will conduct a topographic survey of the subject area. TD&A will hire a local firm to prepare the survey.

1.4 Site Analysis

The Consultant will review the previous site analysis and use it in this early stage. This component is essentially a review of work completed in an earlier phase.

1.5 Building Program Review

Prior to initiating the design development stage the consultant shall fully program the building for development. Square footage dedicated to each use shall be determined and general building costs determined.

2.0 SCHEMATIC PLAN REFINEMENT

2.1 Program Refinement

Prior to initiating the concept plan phase of the project, the Consultant will work with staff to develop and prioritize the program requirements for the park. Given the budget and or phasing options for the assignment, program revisions will be studied. The Consultant shall coordinate with its consultants to ensure design issues are integrated completely. Building floorplan schematics will be presented at this point in the process.

2.2 Program Meeting

The consultant shall facilitate a meeting with the City to discuss the schematic level plans and program for the project.

3.0 FINAL PLAN DEVELOPMENT

3.1 Master Plan

Based on the program requirements developed above and the changes from the conceptual planning phase, the Consultant will prepare a single final plan for Holiday Pool. The Client will work with the Consultant to refine the final plan. It will serve as the basis for design development and construction drawings.

4.0 DESIGN DEVELOPMENT

Based on the final plan, the Consultant will develop the design to a higher level. The consultant shall prepare preliminary specification and details, choose specific products and make detailed material selections. The consultant shall provide drawings and other documents for the building that describe the size and character of the building as to architectural, structural and electrical systems.

5.0 CONSTRUCTION DOCUMENTATION

The Consultant shall prepare construction documents for grading of the City owned property within Holiday Pool Park. The consultant shall prepare construction drawings for the planting installation, pathways and facilities. CD's may include any or all of the following as appropriate to the scope of this project; Title Sheet, Notes and Abbreviations, Demolition and Existing Conditions Plan, Construction and Layout Plan, HVAC plans, Grading and Drainage Plan, Utility Plan, Erosion Control, Landscape Planting Plan and related details including custom details.

5.1 Technical Specifications

Specifications that outline the proposals minimum performance standards of, constructed elements and construction techniques and identify manufacturer's products.

5.2 Bidding Documents

Documents include construction and legal requirements necessary to submit, sealed bids. This includes all material required for bidding.

5.3 Final Estimate of Probable Construction Costs

The final estimate of probable construction costs will provide an expected range for this cost that will include a 10% contingency factor.

5.4 Client Review

Review of the construction documents will occur when they are the following stages of completion; 50% and 100%.

5.5 Additional Construction Documents (Extra Services)

The Consultant will complete the following tasks as directed by the client: Drawings, renderings, exhibits and presentations to community members. Work pertaining to subsequent phase (except as outlined above); additional construction drawings, construction details and cost estimates required because of change in previously approved design direction or phasing of the project.

6.0 CONSTRUCTION CONTRACT ADMINISTRATION

6.1 Bid Process

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

6.2 Contractor Awareness Program

TD&A will contact via telephone all known contractors in the area to invite their involvement in the bidding process. Advanced notice to contractors is helpful in managing the bid process. Higher levels of involvement are often obtained when a CAP is implemented prior to bid release.

6.3 Construction Administration

Following the issuance of a notice to proceed by the City, the TD&A Team will attend a pre-construction meeting with the City and the selected Contractor. The Team will advise and consult with the City during construction in order to assist the client in guarding against defects and deficiencies in the work of the Contractor. Although we understand City's desire to eliminate change orders, should they become necessary, the Team will prepare and distribute change orders. The Team will review samples and shop drawings in order to verify general compliance with specifications.

6.4 Construction Observation

TD&A will conduct construction reviews in order to assess that work has progressed to the point of the contractors pay requests. The Team will witness and report observations. The Team will complete this work during a total of thirty site visits to be scheduled at appropriate intervals in the project cycle. The Team will prepare a site visit report following each visit. Upon completion of punch-list items by the Contractor, a final inspection and sign-off of completed construction will take place. Of the thirty visits, 10 are local (architect) and 20 are out of town (landscape architect and aquatic engineer) visits.

TIME SCHEDULE, PROCEDURE AND FEES

The TD&A Team professional fee for the Scope of Services indicated will be \$212,500. Reimbursable expenses required for the preparation of the above scope of services shall be in addition to the fee indicated above and be stipulated at 7% of the fee. Expenses will total \$14,950 under the agreed upon scope of services. An invoice structure will be developed if required. Payment of an initial invoice (\$7,500) will serve as notice to proceed.

Following the initial invoice, the client will be billed on a monthly basis based upon the percent of scope completion. All rates as shown in the enclosed Appendix A-04 are current for one year from the date of the signed agreement. If the approved project budget exceeds \$2,750,000, TD&A may bill for extra services at the same percentage as the base contract. The Consultant will not proceed with additional services unless authorized in writing to do so by the Client. Changes in project scope, requirements, and design direction may be cause for additional services. If required, fees for work outside the scope described will be billed as extra services. Extra services may be prepared in collaboration with other consultants as necessary and appropriate. Extra services and attendant expenses will be in addition to the quoted fee.

Meetings

TD&A will attend meetings with the Client and other project consultants during the course of the work described above as necessary for understanding and coordination. A total of seven (7) meetings (public and staff) are included in the fee. One public meeting is included in the fee. Additional staff meetings will be billed at the rate of \$710 per event. Additional public meetings will be billed at the rate of \$1250 per event. Construction observation visits (not in contract) will be billed at \$710 per site visit. The standard meeting procedure will be used during this contract to manage meetings and site visits. Site visits are not meetings.

Statement of Deliverables

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

Site analysis exhibit - revised
Site inventory exhibit - revised
Topographic survey
Park and Building program requirements - written
One Conceptual Plan of Holiday Pool – revised
Seven (7) meetings with the Client – public and staff
Telephone consultation: throughout life of project with Client
Design Development Plans, Details, Specifications - Rendered
Cost estimates: Preliminary and final cost estimates - Master Plans
Schematic Plans of the building - Plans, Sections and Elevations
Construction Drawings: 50% and 100%
Construction Drawings for the installation of the building
Construction Drawings for the aquatic and mechanical elements of the pool
Technical Specifications and Bid Documents
Bid Phase services
Owner - Contractor Agreement
Construction Observation: through Thirty (30) total site visits (10 local)
Construction observation reports
Engineering drawings - electric, mechanical, civil and structural
Construction Drawings: 50% and 100% grading and planting set
Bid process — advertisement, bidder's questions and meetings
Technical Specifications and Bidding Documents
Contractor Awareness Program

Responsibility of the Client

The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work for this part of the Project, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not be responsible for the Contractor's or a Subcontractor's schedule or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work. The Owner will sign a written agreement with the Contractor for construction services. TD&A is not a party to that contract and serves only in an advisory capacity to the Client during the construction phase.

Warning signs and other notices of danger or disclaimers of liability are not the responsibility of the Consultant. Facility maintenance and repair is the responsibility of the Client. It is the Client's responsibility to inspect facilities for damage, excessive wear, hazardous conditions and other conditions which may render the facility dangerous or unfit for use, and to take proper measures to prohibit use of the facility should such a condition exist. It is the Client's responsibility to provide soil borings, if necessary, prior to completion of design development. It is the responsibility of the Client to ensure that an environmental assessment of the subject site has been performed and that there are no potentially uninhibited environmental constraints on the property. It is the responsibility of the Client to provide or contract for all studies and/or

assessments related to hydrology and wetlands delineation and/or mitigation. It is also the Client's responsibility to designate a representative to serve as TD&A's prime contact.

TD&A Statement

TD&A will not and does not supervise construction activities. TD&A does not design, manufacture, represent or sell equipment used in the park project. Change orders are an expected, accepted and recognized practice used to conduct business on construction projects. TD&A is not responsible for Contractor mistakes, negligence, timelines or performance. The Contractor selected for this project will sign a contract with the Client and not TD&A. TD&A is not responsible for construction or maintenance of any facility it designs.

The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident of the work of Contractor(s). The Consultant shall report to the Client's representative of the progress of the work, and may recommend to the Client's representative approval or rejection of work failing to conform to the Contract Documents. Fees for multiple bids, excessive changes, multiple phases and other work performed by TD&A or its subconsultants may cause fees to be billed for extra services. If the project life exceeds 24 months through no fault of TD&A, TD&A may invoice the client \$750 per month to remain obligated under the terms of the contract. TD&A does not guarantee that \$2,500,000 is enough funds to fully accomplish the program for the site. It is entirely possible that the existing pool vessel will not be in a condition to withstand retrofitting.

This contract is written for the construction of a complex swimming pool and attendant building. The general contractor may make mistakes, read drawings and specifications incorrectly and cause the owner to spend more on the assignment than anticipated. The contractor and professional design team may disagree as to the cause of problems and the appropriate resolutions to the issue. The professional will advise the owner, in his best judgement, on how to deal with construction and design problems.

The professionals on this assignment may make errors, omit items and language that was needed to correctly build the facility or element contained within. The owner should expect design errors, omissions, and contractor mistakes, schedule delays, weather delays and other problems during the course of the assignment. The owner is expected to maintain a budget reserve for the project of between 5 and 10 percent through substantial completion.

Preliminary Estimate of Probable Cost

Evaluations of the Client's project budget and Statements of Probable Construction Cost prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Client has control over the cost of labor, materials, and equipment, over the Contractor's methods of determining bid process, or over competitive bidding, marketing or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Client, if any, or from any Statement of Probable Construction Cost or other estimate or evaluation prepared by the Consultant.

Useful Life

The useful life of the facility is a function of many factors including quality of workmanship, weather, maintenance practices, use patterns, and intensity of use. The useful life of the facility and the elements within it is indeterminate. The Client should expect to replace and repair worn and damaged elements within the facility prior to the expiration of the useful life of the facility.

Revisions

TD&A shall revise plans upon the request of client. If the number of plan revisions exceeds one, TD&A reserves the right to invoice the client on a time and materials basis. TD&A will be pleased to negotiate additional services should they be required.

Time Schedule

TD&A expects that 18 weeks will be required to complete work items 1.0 through 5.5 for this assignment.

Sincerely,

THOMPSON DYKE & ASSOCIATES, LTD.

CITY OF BLOOMINGTON

By: Peter T. Dyke, AICP, ASLA
President

By: Judy Markowitz,
City of Bloomington Representative

Date: April 18, 2005

Date: April 12, 2005

Alderman Whalen questioned if there would be a neighborhood meeting regarding Holiday Pool. Tom Hamilton, City Manager, noted a meeting must be held to apply for the grant. Keith Rich, Director Parks & Recreation, addressed the Council. A meeting was held last summer. City staff proceeded with the grant application. Thompson Dyke had prepared another design for this development. City staff was attempting to fast tract this project.

Alderman Veitengruber questioned if the plan included the bath house and pool. Mr. Rich responded affirmatively. The lake shore line would also be addressed. Alderman Veitengruber questioned if another meeting had been held after the new design was completed. Mr. Rich noted that there were differences of opinion. There was some resistance to the approach for a foot trail. Alderman Crawford recalled that the lake perimeter had been a neighborhood concern. The grant would address the shoreline. Mr. Rich informed the Council that pools were not a high priority for grants. He believed that the trail around a body of water help to sell this grant application. Mr. Hamilton acknowledged that a number of City grant applications had received funding. Mr. Rich noted that the City had received funding for four out of five applications. The City's pools were aging. Cities across the state are moving away from the box pool. The Department of Natural Resources (DNR) may have to take another look at pools.

Alderman Huette questioned how Thompson Dyke had been selected. Mr. Rich noted that this project began in 2000 with the concept stage. The City moved from this

stage to the grant process. He expressed his opinion that the City could not do what had been accomplished with another firm.

Alderman Veitengruber expressed his hope that the park area would be left natural for the native wildlife. He encouraged City staff to retain the native habitat. He noted the DNR staff presence. Mr. Rich described the DNR review as objective. The City received points for enhancing the fishing area. There would be two (2) piers. Alderman Crawford questioned if there would be a deck. Mr. Rich responded negatively for this phase.

Motion by Alderman Sprague, seconded by Alderman Crawford that the OSLAD Grant be accepted, the Contract with Thompson Dyke and Associates for professional design and construction observation services be approved in the amount of \$227,450, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Agreement with Four Seasons Association for the Signalization of the Intersection of College Avenue and Airport Road

The intersection of College Avenue and Airport Road is presently a "T" intersection with College Avenue stopping for Airport Road. Four Seasons Association operates a health club east of Airport Road with a driveway which exits onto Airport Road directly opposite College Avenue.

The Engineering Department completed an analysis for this intersection and found that the location warrants the installation of traffic signals. Signals at this location benefits the users of the subdivision entrances onto Airport Road, at Huntington, Ridgecrest, Providence and Eagle Crest Drive providing gaps in traffic. A traffic signal at this location also benefits the Four Seasons Association as they have a multi-year, multiphase plan to expand the health club. The City has proposed in the draft of the 2006-2007 budget to install traffic signals at the College Avenue and Airport Road intersection.

Staff has negotiated an agreement with Four Seasons Association to pay for 25% of the cost of the traffic signal, not to exceed \$30,000. City staff has reviewed the agreement and finds it to be in order.

Staff respectfully requests that Council approve the agreement with Four Seasons Association and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PARTICIPATION AGREEMENT

This Agreement is made and entered into this 1st day of March, 2005 by and between the CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation (hereinafter City) and THE FOUR SEASONS ASSOCIATION, a not-for-profit corporation (hereinafter 4 Seasons);

WITNESSETH:

The City has proposed the signalization of the intersection of College Avenue and Airport Road.

The intersection is a 3-way intersection with College Avenue tying into Airport Road from the west.

A driveway to and from property owned by 4 Seasons intersects Airport Road from the east immediately opposite College Avenue.

The parties desire to make the signalization of the Airport Road - College Avenue intersection a 4-way signal to facilitate traffic movement into and out of the 4 Seasons property and 4 Seasons agrees to participate in the cost of that signalization as provided in this agreement.

NOW, THEREFORE, BE IT AGREED by and between the City and Four Seasons as follows:

1. City will install and make operational a 4-way traffic signal at the intersection of Airport Road, College Avenue, and the entrance to the 4 Seasons property.
2. Seasons agrees to pay 25% of the cost of the signalization, but not more than \$30,000.00.
3. Payment to be made within 30 days of invoicing by the City, or the date on which the signals become operational, whichever occurs later.

4 Seasons agrees to grant utility easements near the intersection of Airport Road and College Avenue on and adjacent to the 4 Seasons entrance of sufficient size to allow the installation and maintenance of the traffic signal and related equipment.

5. If the signals are not operational by March 1, 2009, this Participation Agreement shall terminate and be of no continuing force or effect whatsoever.

CITY OF BLOOMINGTON, ILLINOIS,
A Municipal Corporation

THE FOUR SEASONS ASSOCIATION,
A Not-for-Profit Corporation

Judy Markowitz, Mayor

Jeff Leverton, General Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the Agreement for traffic signals with Four Seasons Association 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 as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Annual Performance Evaluation of City Manager, Tom Hamilton, and Ordinance Establishing the Salary of the City Manager

The City Council reviews the performance of the City Manager annually and adjusts the salary and other compensation accordingly. Tom Hamilton, City Manager, was evaluated under the same performance compensation program used to evaluate all salaried exempt and nonexempt nonunion employees. He received a rating of "Outstanding" and will receive a 4.4% salary increase this year. This would raise his annual pay by \$4,995.12 and bring his base salary to \$118,520.48 which will be effective on January 1, 2005.

The City makes a yearly contribution to the City Manager's ICMA account as part of the overall compensation package. The deferred compensation contribution would remain at \$9,000. This amount is the same as last year and is comparable to deferred compensation amounts that City Managers receive in similar midwest communities.

April 11, 2005

1417

Staff respectfully requests that Council adopt the Ordinance establishing the salary and other compensation for the City Manager.

Respectfully,

Judy Markowitz
Mayor

ORDINANCE NO. 2005 - 30

AN ORDINANCE ESTABLISHING THE SALARY OF THE CITY MANAGER

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

SECTION 1. Effective January 1, 2005, the salary of the City Manager shall be \$118,520.48 per year. An additional \$9,000 shall be paid in the form of a contribution to the City Manager's deferred compensation account in the Section 457 plan administered by the International City Manager's Association (ICMA).

SECTION 2. This Ordinance shall take effect on January 1, 2005.

PASSED this 11th day of April, 2005.

APPROVED this 12th day of April, 2005.

APPROVED:

Judy Markowitz
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Sprague, seconded by Alderman Crawford that the Ordinance be passed.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Amending Chapter 29 of City Code

Staff recommends an amendment of Section 86 of Chapter 29, that was last amended in the year 2001 to regulate nuisance vehicles which leak oil and brake fluid on City streets. Staff recommends the following amendments:

- (1) Change the heading of the Section from “Gas and Smoke” to “Nuisance Vehicles” to more accurately describe the subject of this section.
- (2) Add to the category of “nuisance vehicles”, vehicles which have received three (3) or more written notices of impending tow for parking longer than 24 hours in violation of Chapter 20, Section 193. This addition permits the City to fine the owners of these vehicles, instead of simply threatening to tow the vehicles. Currently, if the vehicles are moved before being towed, there is no penalty to the owner.
- (3) Add to this section vehicles parked over a curb stop which prevents the Water Department from gaining access.

Amend Section 194A “Authority to Tow and Store Vehicles”. To add increased release fees as well as proof of insurance to be provided to obtain a release of a towed vehicle.

Amend Chapter 29, Section 195 “Release Necessary to Obtain a Towed Vehicle” to add Section 194A as an exception to the general release fee of \$10.00.

The proposed amendments would add as nuisance vehicles cars that have been tagged three (3) or more times within a thirty (30) day period for being in violation of the Ordinance prohibiting parking in one spot for more than 24 hours. Occasionally the Water Department has a problem with people parking over the curb stop preventing access. Vehicles defined as nuisance vehicles can be towed by the City’s Police Department.

Added to Chapter 29, Section 194A is an increase in release fees for cars towed under this section. \$10 for a first offense and \$100 for the second, increasing by \$100 for each subsequent tow for a maximum of \$1,000. It also adds proof of insurance as a requirement for a release.

The proposed recommendations are due mostly, although not entirely, in response to the renewed activity of a resident of the 500 block of North Lee Street.

This resident has moved most of the fleet of cars in his ownership to the 600 block of North Lee and is engaging in the same kind of “car shuffling” as before. The intent of this Ordinance is to put an end to this “car shuffling” which is an attempt to circumvent the 24 hour parking prohibition.

Staff respectfully requests that Council pass this Ordinance as presented.

1420

April 11, 2005

Respectfully,

Laura Hall
Asst. Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 31

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 29**

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

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

Section 86. ~~GAS AND SMOKE.~~ NUISANCE VEHICLES.

It shall be unlawful to operate or park a nuisance vehicle on any street or other property owned by the City of Bloomington. A nuisance vehicle is defined as follows:

(a) Any vehicle which emits dense smoke or such an amount of smoke or fumes as to endanger the safety of health of other persons or create a traffic hazard for other drivers, passengers, or pedestrians; or

(b) Any vehicle which, by its general state of deterioration, poses an immediate threat to the public's health, safety and welfare, including but not limited to any vehicle which in its current state of disrepair causes any harmful materials, or substances to be deposited upon a City street such as glass, oil transmission fluid, brake fluid, or is on blocks, jacks, or otherwise poses an immediate threat to the public.

(c) Any vehicle that contains garbage, rubbish or ashes that are required to be transported by a vehicle licensed pursuant to Article III of Chapter 21 (Refuse) of this Code but is unlicensed under Article III of Chapter 21; or

(d) Any vehicle which is covered by a tarpaulin or other covering which obscures reflective devices.

(e) Any vehicle having received a written notice of an impeding tow for violating Chapter 29, Section 193 "Towing after Parking for 24 Hours", three (3) or more times within 30 days.

(f) Any vehicle parked over a curb stop after being noticed 24 hours in advance of the Water Department's need to access the curb stop.

SECTION 2. That Bloomington City Code Chapter 29, Section 194A, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

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

- (a) When any vehicle is left unattended upon any bridge, viaduct or causeway or in any tube or tunnel where such vehicle constitutes an obstruction to traffic.
- (b) When a vehicle upon a street or highway is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its removal.
- (c) When any vehicle is left unattended upon a street and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic or is left unattended for over 24 hours.
- (d) When any vehicle is a nuisance as defined by Section 86 of this chapter.

(2) Release of Vehicle.

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

SECTION 3. That Bloomington City Code Chapter 29, Section 195, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

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

SECTION 4. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 5. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION 7. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of April, 2005.

APPROVED this 12th day of April, 2005.

APPROVED:

JUDY MARKOWITZ
Mayor

ATTEST:

TRACEY COVERT
City Clerk

Motion by Alderman Sprague, seconded by Alderman Crawford that the Text Amendment be approved and the Ordinance be passed.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lake Bloomington Lease Transfer request for Lot 5, Block 29 in Camp Potawatomie; James Erps and Brenda Terven to Harold and Betty Frobish

Staff has reviewed the Lake Bloomington Lease Transfer request, the evaluation letter from the McLean County Health Department, as well as the original septic system evaluation report which accompanied the Lease Transfer for Lot 5, Block 29 in Camp Potawatomie. The septic system evaluation reports indicated several deficiencies with the septic system. Those items are noted below along with the suggested corrective action that must be taken for the lease transfer to remain in effect:

1) The current septic tank is too small and will need to be enlarged to meet current Health Department standards. Staff has a letter from the buyers' contractor indicating that a new, larger

capacity tank will be installed to meet current Health Department Code. This shall be completed by July 1, 2005.

- 2) The existing well on the property will need to be sealed. Although this well may not be in operation, it's location is too close to the septic system and could provide a conduit to existing groundwater supplies. The well must be sealed according to Illinois Department of Public Health well sealing standards. The sealing of this well must be completed by July 1, 2005. A letter from the well sealing contractor must be sent to this office indicating when the well has been sealed and the type of seal used.
- 3) The septic tank access ports are currently inaccessible. When the septic tank is replaced, the access ports must be accessible within 12 inches of the ground surface. This tank will be under the driveway, therefore, it is advisable that the access ports extend to the driveway surface.
- 4) The inlet and outlet baffles of the existing septic tank have not been checked due to inaccessibility. When the septic tank is replaced by a McLean County licensed private sewage system installer, this issue should be corrected.
- 5) The vent on the sand filter is not screened. This must be addressed by July 1, 2005.
- 6) The current pump chamber of a 12 inch corrugated farm tile is not acceptable. A new water tight pump chamber must be installed by July 1, 2005.
- 7) The discharge from the sand filter shall discharge to a 50 foot aerating rock trench that extends to the Lake Bloomington sea wall. A pipe of at least the same diameter as the rock trench influent line shall extend through the seawall at the top of the trench. This shall be completed by July 1, 2005.

The sellers of this home have indicated that the septic tank would be replaced, correcting several of these items. Staff respectfully requests that Council approve the Lake Bloomington Lease transfer for Lot 5, Block 29, in Camp Potawatomie contingent upon the conditions noted in this memo.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford that the Lake Lease be approved contingent upon the corrective actions being addressed by July 1, 2005, and the Mayor and City Clerk authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Request for Proposals (RFP) for the Employee Assistance Program

The City offers an Employee Assistance Program (EAP) as a benefit to employees and their dependents. An EAP provides short term confidential counseling which is free to employees regarding personal matters that might affect employees' emotional and/or physical well being. These include but are not limited to marital problems, financial issues, addictions/dependency, smoking cessation, child and elder care, and grief intervention. Approximately seventy-five (75) City employees or their dependents used this service in the last year.

An EAP also provides training and consultation for management and employees, assistance in complying with Federal drug/alcohol testing requirements, and can provide on-site psychological and emotional crisis support should an overwhelming tragic workplace incident occur. An EAP may help control health insurance expense as certain EAP services are preventive/educational in nature and because of the very reasonable contractual rates obtained for counseling services.

Staff solicited RFP's for EAP services and received four (4) responses. Based on service level, references from current clients and price, staff is recommending the selection of Bensinger, DuPont and Associates (BDA) to provide EAP services under a three (3) year contract. BDA's proposal was rated highest by staff. They utilize local masters and Ph.D. level providers for their services. BDA is a privately owned company which has been providing these services since 1982 and has large and small clients including several suburban Chicago area municipalities that were contacted as references. All references received on BDA gave them glowing reviews.

The City has had a multi-year contract with Chestnut Health Systems for EAP services. Staff recommends BDA over Chestnut based on the additional level of services BDA can provide to the City and it's lower bid. In addition to offering all requested services at an expected or higher level than the competition, BDA has a back-up supervisor on call at all times, can have staff on-site at the City within a two (2) hour period in the event of a tragedy, has available services for the hearing impaired, and provides assistance in 180 languages. Chestnut submitted a cost proposal which was \$8,326 or 35% higher than BDA's. BDA's bid was the second lowest bid received. The lowest bidder was not recommended based on the quality of services described in their proposal and contact information.

The cost of these services is based on a per employee count and is budgeted at \$23,400 for FY 2005-2006 from 1001-11410-70990, Human Resources, Other Purchased Services. Staff respectfully requests that Council award the proposal to BDA in an amount not to exceed

\$23,400 and further, that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Laurie Wollrab
Compensation and Benefit Mgr.

Tom Hamilton
City Manager

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

Motion carried.

Russ Hagen, 7 Somerset Ct., addressed the Council. He was the CEO of Chestnut Health Systems (CHS). He acknowledged that Bensinger, DuPont and Associates (BDA) bid was thirty-five percent (35%) less than his firm. He questioned if the programs were comparable. He questioned BDA's ability to provide the programs. CHS had over 600 employees with over 300 of them located within the City. BDA was a Chicago area firm. CHS had provided the City with eleven (11) years of service. CHS also served the Town of Normal, McLean County, Mitsubishi Motors, and a number of the area public school districts. CHS also offers its EAP services internationally.

He stressed the value of the product which had been provided. CHS had met all of the City's needs and developed special protocols. CHS staff had attended all of the City's new employee orientation sessions. CHS addressed a critical incident involving the City's Fire Department. CHS had provided significant staff training during off hours. CHS understood the special needs of the City's fire and police personnel. CHS had also addressed elder care issues at no additional cost to the City.

Mr. Hagen questioned BDA's proposal which he estimated at \$23,500, (\$8,326 less than CHS's proposal). The current contract includes 200 hours of direct contract counseling. The usual and customary rate would be \$85 per hour. The rate may have been discounted, (\$65 per hour) for a total cost of \$13,000. The contract also included twenty (20) hours of training at \$100 per hour, total cost \$2,000. These two (2) items totaled \$15,000. However, key components of the program were not included in these costs. He noted internal operating cost and profit (revenue versus expenditures). He expressed his belief that the result would be an inferior program. City staff had not conducted interviews with the vendors. The City's EAP committee did not review these proposals nor were the department heads ask to review the proposals. He stressed that the City's budget figure was only \$118 less than CHS's proposal.

He requested that this item be referred back to City staff. He also requested that CHS staff be given the opportunity to address City staff. Alderman Finnegan questioned if the vendors should be given the opportunity to address the department heads. Mr. Hagen noted that the proposals were submitted. There was a voice mail left by City staff on

Thursday, April 7, 2005 in the afternoon. The message stated that the City would be recommending a different provider. CHS staff had been unable to connect with Tom Hamilton, City Manager.

Alderman Matejka noted that the proposal was not to exceed \$23,000. Tom Hamilton, City Manager, noted that Request for Proposals (RFP) were used for a variety of services. He requested that Laurie Wollrab, Compensation & Benefits Manager, address the Council to explain the process.

Alderman Finnegan noted that the RFP was for a one (1) year contract. Mr. Hagen responded negatively, it was for a three (3) year contract.

Alderman Huette expressed his opinion that the RFP was not clear. He questioned if the RFP was not to exceed a specific amount.

Laurie Wollrab, Compensation & Benefits Manager, addressed the Council. She spoke to the RFP process. The City received four (4) responses. She assume the responsibility for this RFP when Sue Payne, Wellness Coordinator, left the City. The top two (2) RFP based upon response were submitted by BDA and another company. She acknowledged that a lot of time and effort had been spent by these firms in order to submit an RFP. She ranked responses from one to five (1 - 5) based upon cost. The RFP included 933 employees. The cost ranged from \$1.95 to \$2.66 per employee per month. She noted that CHS's RFP was the most expensive. The proposals received were described as good. She could not merit the thirty-five percent (35%) increase cost. City staff had contacted BDA by telephone.

Mayor Markowitz questioned if City staff had conducted face to face interviews with the EAP providers. Ms. Wollrab cited a conference call with BDA.

Alderman Schmidt noted that there were four (4) responses. City staff identified the top two (2). Neither of which was CHS.

Alderman Crawford questioned if City staff had compared apples to oranges. Ms. Wollrab noted that BDA has been allowed to address the City and present its EAP model. BDA offers local providers and has submitted a list.

Alderman Matejka questioned the evaluation. He noted that it did gauge City staff's satisfaction or dissatisfaction with the current EAP provider. Ms. Wollrab noted that there were no negative nor positive comments. Alderman Matejka noted that there would be City staff who were utilizing CHS's services at this time. He expressed his concern regarding continuity. Ms. Wollrab informed the Council that BDA had a transition methodology. Both providers utilize a six (6) counseling session model. Alderman Matejka noted those with an immediate need, citing a sudden tragedy or emergency. Ms. Wollrab noted that all of these issues had not been asked. BDA can be on site within two (2) hours.

Alderman Whalen expressed his interest in City employees and department heads being given the option to speak with these EAP providers. Mr. Hamilton informed the Council that there were no problems with CHS. He noted the significant difference in the cost. Alderman Schmidt questioned if the proposal cited a cost not to exceed. Ms. Wollrab noted that the proposal was based upon an employee count of 1,000. Mr. Hamilton added that the RFP included a cost per employee per month.

Alderman Schmidt questioned CHS's statements. Ms. Wollrab informed the Council that CHS's cost was over \$31,000. Mr. Hamilton added \$2.66 per employee per month.

Alderman Crawford questioned if all services were apples to apples.

Alderman Finnegan noted that there were four (4) RFP received. Ms. Wollrab noted that CHS submitted the highest RFP. BDA submitted the second lowest and best RFP in her opinion.

Marie Apke, Senior Vice President, and Margaret Kelly, Network Manager, BDA, addressed the Council. Ms. Apke was responsible for clinical services. Ms. Kelly coordinated the associates network of individual service providers. BDA began in 1982. Information was provided on the background of BDA's principals. In 1986, BDA began providing EAP services. At this time, BDA covered 1.2 million individuals. There was a network of providers outside the Chicago area. The initial consultation would be by telephone. Individuals would speak with BDA staff who held Master's degrees. After the initial consultation, there would be a referral. BDA employs master level counselors who are also EAP certified. She noted BDA was aware of CHS. BDA has used CHS's compulsive gambling services. Today, BDA offers a problem gambling help line.

Ms. Kelly noted that BDA's associates network. These individuals have their own private practices. BDA had prepared a list for the Bloomington/Normal area. BDA visits with local providers. BDA main office is located in Chicago. She restated that an employees initial contact with BDA would be by telephone. BDA's goal was to make a good match. BDA provides EAP. All cases are monitored by two (2) counselors which was described as an advantage. The associates provide clinical services. BDA provided the management, consultation and training to the associates. BDA was only two (2) hours away and would take ownership of this new program.

Ms. Apke noted that City staff had done its information gathering by telephone. BDA was not invited to Bloomington. BDA provides EAP services to a number of municipalities. She cited Will County as an example. BDA was very responsive. BDA would provide excellent services for \$1.95 per employee per month.

Alderman Matejka informed BDA that their list had been provided to the Council. He noted that six (6) were within McLean County, six (6) were not. He questioned how this list compared to the current provider's network. Ms. Wollrab informed the Council that

CHS had five (5) full time and four (4) part time providers. BDA's list did not include any part time providers. She added that all City employees do not reside in the City.

Alderman Sprague noted that a number of them did. He questioned the next level of service beyond the telephone. He also questioned out of network referrals.

Alderman Schmidt questioned the transition. Ms. Apke noted that no one would be dropped. BDA would speak with the City's current EAP provider. The transition would be professional. BDA was here to assist. She noted that the City received four (4) RFP's. Ms. Wollrab responded affirmatively. Three (3) of the firms were not local.

Alderman Huette noted that BDA serviced Metra. Ms. Apke stated that this service had been provided since 1986. Metra had 2,400 employees. Alderman Huette questioned the numbers. Ms. Apke noted that BDA provides services to 175,000 individuals. CHS provided services to 150,000 in the United States.

Alderman Matejka expressed his opinion that there would be no transition. The City would be starting over. Ms. Kelly noted that BDA would work with the City employees. Generally, six (6) counseling sessions would be offered.

Mr. Hagen requested to readdress the Council. CHS was currently reimbursed for 750 employees. All of CHS's numbers were based upon that fact. Mr. Hamilton responded negatively. The RFP was based upon a price per employee per month. He added that there would still be a price difference.

Alderman Sprague noted that he had a number of questions. Ms. Wollrab read from the RFP. She cited the numbers.

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

Motion carried.

Alderman Sprague requested additional time to review this item. He requested a meeting with BDA and CHS. He recommended that this item be laid over until May 9, 2005. City staff had not provided enough information about this RFP.

Alderman Matejka expressed concern that the time frame was too tight. He requested feedback about the level of satisfaction. Mr. Hamilton acknowledged that there had been no complaints about CHS. He was not aware of any problems.

Alderman Veitengruber questioned if there were any personal issues. Alderman Sprague questioned if the level of assistance was acceptable. Alderman Whalen questioned the average number of employees who used the service. He cited the 1,000 employees contained in the RFP.

Motion by Alderman Sprague, seconded by Alderman Finnegan that the item be laid over until the April 25, 2005 Council meeting.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Donation of Vacant Lot at 503 West MacArthur for Great Plains Life Foundation
New Housing Construction Project

The Community Development Division and the Great Plains Life Foundation are proposing to create a partnership to construct a single family dwelling located at 503 W. MacArthur. Previously, the site contained a single family dwelling which was condemned and subsequently demolished by the City. The new house will be constructed by area trade apprentices. Upon completion it will be sold to a household who meets HUD's low and moderate income requirements.

The Community Development Division will also contribute a maximum of \$10,000 to be used toward the cost of construction materials. The balance of the construction costs will be covered by the Great Plains Life Foundation and/or in kind donations from area businesses. Any profit realized from the sale of the house will be returned to Great Plains Life Foundation to be distributed to local charities.

Staff respectfully recommends that Council approve the following:

1. The donation of 503 West MacArthur, a vacant lot owned by Community Development for the construction of a Single-Family Dwelling to Great Plains Life Foundation.
2. The provision of a maximum grant of \$10,000 to be used towards the cost of construction.
3. Upon completion, the house will be sold to an eligible household according to HUD's low/moderate income guidelines and all profits will be returned to Great Plains Life Foundation.

Respectfully,

Jim Hepperly
Director P.A.C.E.

Tom Hamilton
City Manager

Motion by Alderman Sprague, seconded by Alderman Crawford to suspend the rules to allow someone to speak.

Motion carried.

Alderman Sprague noted that on the surface Great Plains appeared to be a great program. He questioned the upfront cash donation.

Connie Griffin, Community Development Program Manager, addressed the Council. She noted that the City had provided assistance to Habitat for Humanity of McLean County. This assistance had been used for water and sewer service. The City had offered \$10,000. This project would provide job training in the construction trades. This home would be infill construction. This project would meet HUD's (Housing and Urban Development) national objectives. President Bush has challenged communities to increase home ownership.

Alderman Sprague noted the distribution of profits. He expressed concern about how the bills would be met. He questioned the distribution of dollars, (revenue in excess of expenditures), to local charities. He stated that he would not vote on this item if the dollars were to be given to Central Catholic High School. He also questioned if any contribution to a local charity would take Council approval. He expressed his opinion that the partnership was wonderful but cited the potential conflict. He questioned if the withdrawal of \$10,000 could be for in kind services.

Alderman Huette expressed his opinion that the City should not become involved in local charities.

Alderman Schmidt questioned why these dollars could not be used as seed dollars for similar projects. She noted her comfort level with this idea.

Alderman Matejka recommended that the \$10,000 be treated as a grant. Ms. Griffin informed the Council that the water and sewer services may need to be brought up to code. Alderman Sprague stated that he would be more comfortable with this idea. Mr. Hamilton noted that this project was similar to Youth Build's revolving fund. Ms. Griffin added that it was an interest free construction loan. The home would be sold. She added that Youth Build is allowed to retain any profits for its program. Alderman Sprague noted that this would allow the program to continue.

Paul Segobiano, 1501 W. Graham, Great Plains Director of Development, and Liz Skinner, 205 W. Third, Delevan, Great Plains Public Relations, addressed the Council. Mr. Segobiano informed the Council that there was a pledge with organized labor. Revenue over expenditures would be donated to Central Catholic High School. He

understood that the City might object to this charitable donation. Great Plains makes donations to private parochial schools. Ms. Skinner cited Great Plains' efforts to raise charitable dollars. She could not state where any dollars would go. Donations are made based upon requests received.

Alderman Sprague cited the City's history of retaining control. This simply was not the way the City has done business. The Community Development program should be perpetual.

Mr. Segobiano informed the Council that Great Plains would assist the apprenticeship program. Young people would learn the trades. It was a great opportunity.

Mayor Markowitz questioned Alderman Sprague's suggestions. Mr. Segobiano noted that they were unacceptable. Great Plains would provide documentation. Great Plains needed the freedom to operate.

Alderman Matejka questioned if Great Plains had a Board which would make decisions. He added that Great Plains would need to check with the Council for any conflict of interest. Individual elected officials were concern about conflict of interest changes, no matter if they be false.

Alderman Finnegan questioned future projects. Certain charities could be problematic. He added that revenue in excess of expenditures could be used for additional projects.

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

Motion carried.

Alderman Huette expressed his opinion that public dollars would be funneled back into similar projects. He requested that a stipulation be added that any proceeds be returned to Community Development for future projects.

Alderman Finnegan noted that the City would have to take dollars away from Great Plains.

Alderman Schmidt stated that the \$10,000 could be exchanged for in kind services. Mr. Hamilton recommended that if the Council had concerns then the \$10,000 could be returned to the City.

Alderman Huette noted that City staff appeared to be missing the point. Great Plains exist to raise dollars for charities. It also would provide job training with this proposal.

Alderman Sprague questioned the purpose of Community Development.

Alderman Matejka stated his intention to vote against this item. He acknowledged that the City had provided similar assistance to Youth Build and Habitat for Humanity of McLean County. He added that any profits had not been returned to the City.

Alderman Sprague questioned where these dollars went. He added his belief that these dollars perpetuated both programs, (Youth Build and Habitat for Humanity). Alderman Matejka noted that the City did not require any profits be returned. He recommended that this item be laid over and that a committee be formed to review Community Development's practices. He also volunteered to serve on same.

Alderman Whalen questioned who would serve on this committee. He also noted that the questions would need to be determined. Mayor Markowitz noted that she would make the appointments. Alderman Schmidt noted that questions should be sent to the Mayor.

Motion by Alderman Huette, seconded by Alderman Schmidt that the item be laid over until the April 25, 2005 Council meeting and that the Mayor form a committee.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

Jerry Armstrong, Asst. Director of Parks & Recreation, addressed the Council. Finn Co. submitted the lone bid for the Bark Blower in the amount of \$36,025. This amount was three percent (3%) over the staff estimate. The bid bond submitted was a personal check not a cashier's check. He recommended that the Council approve this bid. He informed them that the Parks & Recreation Department had saved \$11,000 on the mower bids. He expressed his opinion that Finn Co. was the sole manufacture.

Motion by Alderman Finnegan, seconded by Alderman Crawford to award the bid for the Bark Blower to Finn Co. in the amount of \$36,025, and the Purchasing Agent be authorized to issue a purchase order for same.

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Annexation Agreement for Eastlake Subdivision

The Planning Commission held a public meeting on this petition on March 23, 2005. The item was laid over until the Planning Commission's meeting of April 27, 2005. A public hearing will be held this evening due to the legal publication.

Staff respectfully requests that the public hearing on this petition be held, and laid over until the May 9, 2005 Council meeting.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Tom Hamilton, City Manager, addressed the Council. The Council was legally bound to hold a Public Hearing this evening. This item would reappear on the May 9, 2005 meeting.

Mayor Markowitz opened the Public Hearing. No one came forward to speak. Mayor Markowitz closed the Public Hearing.

Motion by Alderman Matejka, seconded by Alderman Whalen that the public hearing be held, and the item laid over until the May 9, 2005 Council meeting.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Appeal of Zoning Variance Denial, 3007 Gill Street

On March 16, 2005, the Zoning Board of Appeals heard a petition requesting a 30' foot variance, to install two (2) fuel dispensing stations 90' feet from a residential zoned property from Casey's General Stores.

Section 4.52, Transitional Area Regulations, requires automobile service station properties, rezoned to business zones, must be no closer that 120' feet from a residential zoned district boundary line. Immediately south of this property exists a R-1B residential zoned property.

The Zoning Board voted 3-1, in favor of the variance, but the petition was denied because the petition was approved by less that four (4) affirmative votes. Thus, the petitioner was able to appeal the Zoning Board's decision directly to Council.

It was staff's recommendation to the Board to approve the request. This was based on the following finding of facts:

- 1) Special conditions and circumstances apply to this property. The lot is a corner lot and deeper setbacks are required for these types of lots vs. interior lots, restricting the owner to utilizes its lot as well as interior lot owners.
- 2) Other property owners of similar uses have been granted setback variances before and to a greater amount in those cases.
- 3) The special conditions and circumstances exist on this property because the land was rezoned to M-1 zoning, prior to Casey's General Stores ever considering this property. As soon as the property was rezoned, the 120' separation distance became the standard, when normally, the distance would be no closer that 20' feet to a residential zoned property.
- 4) The granting of this variance will not confer on the applicant any special privilege that is denied to others in the same zoning district. Other similar parcels within the City have requested the same type of variances and have been granted approvals.
- 5) Granting this variation will be in harmony with the purpose and the intent of the Zoning Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Had this property not been rezoned, the petitioner could have set their fuel dispensing stations within 30' feet of the neighboring residential zoned property. These setbacks come from the recognized NFPA code standards.

During the public hearing, no neighbors were present to object, but three (3) letters were entered into the record as desenting the request for the variance. The letters were received from Mr. William Vahary, 3036 Ann Drive, Diane Brewington, 3035 Ann Drive, and Gayle and David Nauman, 3033 Ann Drive. Their major objections were noise, gasoline odors and increased traffic, both vehicular and pedestrian. In all three cases, the shorter distance would not impact these three objections.

One negative factor may have been the information that Casey's General Store was denied a similar request in 1992. At that time, Casey's requested several variances and the Zoning Board believed that too many variances were being requested and subsequently voted to deny all the requests, including the setback variance.

Based on this information, staff continues to favor the Petitioner's request for a 30' foot variance for the location of two (2) additional fuel dispensing stations, from the abutting residential zoned property. Staff, respectfully recommends that Council overturn the 3-1 positive vote (denied) to an approval vote.

Respectfully,

James R. Hepperly
Director of P.A.C.E.

Tom Hamilton
City Manager

Tom Hamilton, City Manager, introduced this item. Casey's has filed this variance to extend its facilities by two (2) fueling dispensing stations. These stations would be ninety feet (90') from the property line. The Zoning Board of Appeals gave this request five (5) affirmative votes. The item was now before the Council. Letters had been submitted to the Council. A similar packaged request had been denied in 1992. This evening, the fuel dispensing station was the sole request.

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

Don Groener, 6 Streigel Ct., Normal, addressed the Council. He was the architect for Casey's. This store was a large volume store. Concerns had been expressed about traffic congestion. Casey's request was to better serve its customers. He appreciated the Council's consideration.

Alderman Veitengruber noted that the pumps would be added to the south. He questioned why not to the north. Mr. Groener informed the Council that this store could not be expanded to the north. Mr. Hamilton agreed that he was unsure if it were possible to expand to the north. Mr. Groener noted the concern regarding access to Gill St.

Alderman Schmidt noted the concerns about noise and trash. She questioned if there would be any architectural protection. Mr. Groener informed the Council that trees would be planted to the south. Casey's would maintain the property. A fence could be installed. The trees and shrubs would be a better benefit.

Alderman Huette informed the Council that he had visited the property. He noted the pedestrian cut through and the liter. He noted that a block wall would eliminate the foot traffic. Mr. Groener informed the Council that this request would have to be reviewed by Casey's due to the costs and the impact upon its customers.

Bill Vahary, 3036 Ann Dr., addressed the Council. He had lived at his residence since 1977. Casey's customers cut through his yard. He informed the Council that a fence was more acceptable. He expressed concern about noise from car stereos. He added that he did not appreciate the noise nor the litter.

Alderman Huette restated his suggestion that a wall be constructed. Mr. Vahary responded that the results would not be known until after the store was expanded. If Casey's would expand its facility to the north then the noise would be thirty to forty feet (30 - 40') further away from his home. He also cited the increased lighting needs which he described as unpleasant. He noted that roads were an acceptable risk.

Jim Hepperly, Director of P.A.C.E., addressed the Council. He noted that the City had not received the final plans. These plans would include additional lighting. He could not state that there would be no impact on the neighbors.

Mayor Markowitz questioned if the pumps could be located on the store's north side. Mr. Hepperly informed the Council that this suggestion was Casey's request in 1992. There had been other requests. All requests had been denied. He noted that the nearby residences in the area had also been opposed. Requests had been tied to the rezoning of the lot. The idea had been to protect the residential neighborhood. Noise and traffic are problems to neighborhoods. There were things that Casey's could do to minimize same. He noted that a dense evergreen planting could be used in lieu of a fence. The area needed to be enclosed.

Alderman Finnegan questioned the impact of the fence upon noise, light and foot traffic. Mr. Hepperly described the current ordinance as adequate. Vegetation would absorb noise. A fence would not but could be used where problems occur.

Alderman Huette recommended that a wall be installed and the pumps also be installed on the site's north end. Mr. Hepperly expressed his opinion that this suggestion would create a traffic problem. There were concerns about tanker trucks' ability to drive around the site. This recommendation would also involve a variance.

Alderman Veitengruber questioned the property's original zoning. Mr. Hepperly noted M -1, Restricted Manufacturing District. Alderman Veitengruber noted that it was not a residential zoning classification.

Alderman Finnegan noted that the Council could deny this request. He questioned how the Council could address the fence. Todd Greenburg informed the Council that they would either vote this issue up or down. He noted that the Council had sent Casey's a message by its dialogue this evening. He added that Casey's could also file suit in McLean County Circuit Court. He added that the Council could not place conditions upon a variance.

Alderman Schmidt expressed her hope that Casey's would be a good neighbor. Mr. Hepperly noted that the screening was Casey's attempt to protect the neighbors from noise and the pedestrian cut through.

Brenda Siebert, 34 Ann Dr., addressed the Council. She informed them that twenty-five (25) people had cut through her yard on Saturday morning. She requested that a fence be put up. She cited another source of noise, the Humane Society. She questioned the need for additional gasoline pumps. She acknowledged that the fence would not help with the lighting. She also expressed her concern regarding foul language. Casey's was a convenient store located in the middle of a residential neighborhood.

Alderman Finnegan noted that the Council could vote no and send a message regarding the fence. Ms. Siebert noted that noise was her biggest concern.

Alderman Crawford questioned the tree height. Alderman Huette recommended between twelve to fourteen feet (12 - 14').

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

Motion carried.

Motion by Alderman Huette, seconded by Alderman Matejka that Variance be denied.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition filed by Paul F. Nord and Karen Nord requesting approval of the Annexation Agreement and rezoning to B-1 Highway Business District for property located at the intersection of Illinois Route 9 West and Mitsubishi Motorway, north of Constitution Trail and south of Illinois Route 9, consisting of approximately 36.34 acres (Case Z-02-05)

BACKGROUND INFORMATION:

Adjacent Zoning

north: (County) Commercial,
 (County) Agriculture
 south: (County) Agriculture
 east: M-1 Restricted Manufacturing
 west: (County) Agriculture

Adjacent Land Uses

north: vacant
 single family swellings
 south: trail, cropland
 east: warehouse-storage
 west: cropland

Comprehensive Plan recommends: "light industrial" use.

The property in question is a tract of approximately 36.34 acres, containing cropland, a house, and farm buildings.

Staff has reviewed the Annexation Agreement and has identified the following issues and concerns which have been resolved:

1. Page 3, Article IV, item A-1-A ; Revise to read: "Owner shall complete and file for approval an Intersection Design Study for the Mitsubishi Motorway-Route 9 intersection and for Mitsubishi Motorway south to Constitution Trail as depicted on the Concert Plan. All costs of preparing, filing and processing the Intersection Design Study shall be reimbursed by the City within 30 days of billing. After approval, Owner shall dedicate such right-of-way as is required by the approved Intersection Design Study or as may otherwise be reasonably required, based on accepted engineering practices."
2. Page 3, Article IV, item A-1-B, Revise to read: "As part of the Final Plat approval, Owner shall build Mitsubishi Motorway from Route 9 southerly Constitution Trail in a manner depicted on the approved Intersection Design Study. All costs in excess of those attributable to a 30 foot street built to residential street standards shall be paid or reimbursed by the City within 30 days a billing. All costs of signalization and all turning lanes to be paid or reimbursed by the City within 30 days of billing."
3. Page 4, Article IV, item B, 1; Revise to read: "Owner may tap and use the existing water main along the south of Illinois Route 9 with the payment of a tap-on fee in the amount of \$22.00 per foot of frontage."
4. Page 4, Article IV, item B, 2; Revise the first sentence to read: "Any interior water mains, including any water main on Mitsubishi Motorway, shall be built by Owner."
5. Page 5, Article IV, item C-4; Revise to read: "The City will agree to reserve up to 54,380 gallons per day of capacity in the sewer system for use of the Nord's which they can use either to serve their property south of IL Rt. 9 in the Nord Route 9 West development or for property north of IL Rt. 9 and west of Mitsubishi Motorway. This is equivalent to 36.34 acres at 7,000 gallons/acre/day. The City will accept sanitary flows from the Nord property north of IL Rt. 9 and east of Mitsubishi into the sewer system (which flows are separate from the previously mentioned 254,380 gallons per day)."

6. Page 6, article IV, item C-5; Revise to read: "Owner may tap and use the mains by paying the then established and uniformly applied sanitary sewer tap on fee (computed by taking the City's total sewer installation cost and dividing it by the total acreage served. Owner may elect to use rights obtained in earlier agreements to credit \$1,100 / acre for up to 40 acres of land served by these sewer extensions."

The tap-on fee to the existing portion of the West Washington Street Trunk Sewer is \$842.22 per acre plus 6% simple interest from September 2001. In March of 2005 this calculates to be \$1,019.09 per acre. The proposed sewer, if constructed from its present terminus to the south side of Market Street, will have a approximate tap-on fee in the range of an additional \$1,000 per acre. The City is willing to cap the tap-on fee to the existing sewer at \$1,100 per acre, however, Nord's still need to pay their share of the proposed extension. If Paul and Karen Nord wish to utilize the 40 acre tap-on credit contained in item 3b of the 1995 easement agreement, they must produce acceptable documentation that they are authorized to claim said credit on behalf of Nord Farms, Inc. and the beneficiaries of Trust No. PBB-150.

7. Page 6, Article IV, item D; Add the following; "The basin (s) shall be privately maintained. A neighborhood association or other responsible agency acceptable to the City shall be designated to own and maintain the basin (s)."

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on February 9, 2005 and recommends the same. Mr. Timothy Potts, Associate Planner, presented background information on this case and recommended approval of the Annexation Agreement as revised to adequately address the Development Committee's concerns.

Testimony in favor of this petition was presented at this hearing by Mr. Frank Miles, 202 N. Center Street.

Mr. Miles testified that he represents the petitioners in this case. He commented that part of the tract is the homesite of the petitioners that they will continue to occupy. Mr. Miles stated that this Annexation Agreement is fairly routine and that staff concerns are acceptable with the exception of item #5 (sanitary sewer.) He explained that there is a preexisting agreement with the City dated November 11, 1986 and that the terms of that agreement will be used.

Commissioner Rackauskas inquired whether the petitioners were in agreement with dedicating right of way for Mitsubishi Motorway. Mr. Miles responded affirmatively, and that it is regarded as a 'fair trade', in that the petitioners would not have to pay adjacent road improvement fees.

Commissioner Nuckolls inquired whether Mr. Miles believed that acceptable wording could be worked out with the City for item # 5. Mr. Miles stated that he was confident in that the wording was already specified in the original document. Mr. Doug Grovesteen, Director of Engineering, agreed with Mr. Miles, explaining that the former agreement covered many areas then owned by

the Nord family, and that tap-on fees and the party obligated to build the sanitary sewer would be agreed upon before appearing before the City Council.

No testimony was presented in opposition to this petition at this hearing.

PLANNING COMMISSION RECOMMENDATION:

After consideration of this petition, the Planning Commission passed a motion by a vote of 7 to 0 to recommend approval of the Annexation Agreement in Case Z-02-05 as revised, in accordance with staff's concerns except for Item # 5. The responsibilities for cost and construction of the sanitary sewer are to be resolved by agreement between the City and developer prior to Council action.

STAFF RECOMMENDATION:

Staff has reviewed the most recent draft of the Nord Annexation Agreement, dated March 25, 2005, finds it to be acceptable. Staff respectfully recommends that the that the public hearing on Case Z-02-05 be conducted at the April 11, 2005 Council meeting, and that the agreement be approved.

Respectfully,

Kenneth Emmons
Associate Planner

Tom Hamilton
City Manager

ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City" and PAUL F. NORD AND KAREN NORD, hereinafter referred to as "Owner" of property, a legal description of which is included in Exhibit "A", AGREE AS FOLLOWS:

- I. ANNEXATION PETITION. The Owner, subject to the terms and conditions set forth in this annexation agreement, has petitioned the City of Bloomington, requesting annexation of a tract of land described in Exhibit "A" (hereinafter referred to as "the tract") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the subject tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 28th day of February, 2005.

- II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.
- III. ZONING, CONCEPT PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.
- A. Zoning - Within 30 days of annexation of the tract, the City agrees to rezone the tract B-i Highway Business District. The public hearing required for such rezoning having been held before the Planning Commission of the City of Bloomington on the 9th day of February, 2005, after notice required by law and ordinance.
- B. Concept Plan Approval - The City hereby approves a Concept Plan for the property, a copy of which Concept Plan is attached hereto and made a part hereof as Exhibit "B".
- C. Subdivision Plan Approval - Within 60 days from the submission of a Preliminary Subdivision Plan and final subdivision plat in the form and with the content required by the City's Land Subdivision Code, and after any public hearings required by law and ordinance, the City agrees to approve a Preliminary Subdivision Plan and after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve a Final Subdivision Plat, provided such plan and plats are in substantial accordance with the approved Concept Plan and approved Preliminary Plan. In connection with the subdivision and development of the property, City agrees:
1. To permit the existing home and existing agricultural/commercial accessory uses to remain as lawful and conforming uses with existing access points on Route 9.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A.. Streets & Sidewalks

1. Route 9 and Mitsubishi Motorway -

- A. Owner shall complete and file for approval an Intersection Design Study for the Mitsubishi Motorway - Route intersection and for Mitsubishi Motorway south to Constitution Trail as depicted on the Concept Plan.

All costs of preparing, filing and processing the Intersection Design Study shall be reimbursed by City within 30 days of billing. After approval, Owner shall dedicate such right-of-way as is required by the approved Intersection Design Study or as may otherwise be reasonably required, based on accepted engineering practices.

- B. As part of the Final Plat approval, Owner shall build Mitsubishi Motorway from Route 9 southerly to Constitution Trail in the manner depicted on the approved Intersection Design Study. All costs in excess of those attributable to a 30-foot street built to residential street standards shall be paid or reimbursed by the City within 30 days of billing. All costs of signalization and all turning lanes to be paid for or reimbursed by City within 30 days of billing.
- C. Owner may subdivide, develop and use property adjacent to Route 9 and Mitsubishi Motorway without the payment of any tap-on fee or connection charge for either road.
- D. No access strips shall be shown on the final plat, as depicted on the Concept Plan.
- E. Entrances to Lots 15 and 16 on Mitsubishi Motorway, as shown on the Concept Plan, shall be Right-In/Right-Out only. Mitsubishi Motorway shall have a barrier median in this area.

2. Interior streets - All interior streets shall be built by Owner to City minor street standards.

B. Water

1. Owner may tap and use the existing water main along the south side of Route 9 with the payment of a tap-on fee in the amount of \$22 per lineal foot of frontage.
2. Any interior water mains, including any water main on Mitsubishi Motorway, shall be built by Owner. City agrees to reimburse Owner for oversizing in excess of 8" diameter, if any.

C. Sanitary Sewer -

1. An 18" sanitary sewer shall be built from its existing location south of Cari Drive to the subject property and northerly along the easterly line of the subject property to the north side of Route 9 by Owner, but the cost thereof shall be reimbursed 100% by City within 30 days from billing.
2. An 8" sanitary sewer shall be built from the 18" sewer on the east side of proposed Lot 3 to the north line of Lot 14, as those lots are depicted on the Concept Plan, by Owner. If the City requests that sewer to be "oversized" it shall reimburse Owner the cost of oversizing.
3. An 8" sanitary sewer shall be built from the northwest corner of proposed Lot 14 as depicted on the Concept Plan to the north side of Route 9 by Owner but the cost thereof shall be paid for 100% by City within 30 days from billing.
4. The City will agree to reserve up to 254,380 gallons per day of capacity in the sewer system for the use of the Nord' s which they can use either to serve their property south of IL Rt. 9 in the Nord Route 9 West development or for property north of IL Rt. 9 and west of Mitsubishi Motorway. This is equivalent to 36.34 acres at 7,000 gallons/acre/day. The City will accept sanitary flows from the Nord property north of IL Rt. 9 and east of Mitsubishi into the sewer system (which flows are separate from the previously mentioned 254,380 gallons per day).
5. Owner may tap and use the mains by paying the then established and uniformly applied sanitary sewer tap on fee (computed by taking the City's total sewer installation cost and dividing it by the total acreage served). Owner may elect to use rights obtained in earlier agreements to credit \$1,100/acre for up to 40 acres of land served by these sewer extensions.

D. Storm Water Drainage - Owner agrees to build a storm water retention or detention basin and outlet structures at the location depicted on the Concept Plan of a size and capacity sufficient to serve the property. The basin(s) shall be privately maintained. A neighborhood association or other responsible agency acceptable to the City shall be designated to own and maintain the basin(s).

E. Park Land Dedication - No park land dedication shall be required for the existing home or for the remainder of the tract unless the land is used for residential purposes.

F. School Site Dedication - None. required.

V. The Owner, not later than thirty (30) days after the date of annexation of the Tract, shall file the necessary petitions to annex that area to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

VI.. Except as provided in the agreement, the Owner shall in the use and development of the property comply with all then applicable zoning, subdivision, building and mechanical codes of the City.

VII. This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this 12th day of April, 2005.

City of Bloomington, Illinois, A Municipal Corporation

By: Judy Markowitz,
Mayor

ATTEST:

By: Tracey Covert

Paul F. Nord

Karen Nord

Legal Description

Part of the W 1/2 of the NW 1/4 of Section 1 and part of the NE 1/4 of Section 2, all in Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the northwest corner of Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision on the east line of the W 1/2 of the NW 1/4 of Section 1, said point also being on the south right of way line of F.A. Route 693/Illinois Route 9; thence S. 01°-03'-29"E. 1218.37 feet on said east line of the W 1/2 of the NW 1/4 of Section 1 to the north right of way line of the former Penn Central Railroad, said point also being the southwest corner of Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision; thence N. 67°-30'-18"W 916.10 feet on said north right of way line of the former Penn Central Railroad; thence

northwesterly on said right of way line 408.50 feet on a non-tangential curve concave to the northeast having a central angle of 04°-04'-01", a radius of 5755.00 feet and a chord of 408.42 feet bearing N 65°-25'-31" W. from the last described course; thence N. 63°-23'-05"W 970.03 feet on said right of way line; thence N. 09°-15'-16"W 67.96 feet to the west line of the East 45 acres of the NE ¼ of Section 2 as fenced and occupied; thence N. 00°-34'-38"W. 183.68 feet on said west line of the East 45 acres of the NE ¼ of Section 2 as fenced and occupied to the south right of way line of F.A. Route 693/Illinois Route 9, thence N. 89°-33'-20"E. 731.78 feet on said right of way line; thence N. 86°-41'-35"E 200.25 feet on said right of way line; thence N. 89°-33'-20"E 824.06 feet on said right of way line; thence northeasterly on said right of way line 275.22 feet on a tangential curve concave to the southeast having a central angle of 00°-27'-34", a radius of 34317.47 feet and a chord of 275.22 feet bearing N. 89°-47'-07"E from the last described course; thence S. 74°-41'-39"E 46.05 feet on said right of way line to the Point of Beginning containing 36.34 acres, more or less, with assumed bearings given for description purposes only.

Tom Hamilton, City Manager, introduced this item. This annexation involved thirty-six (36) acres of land. It was located at the intersection of IL Rt. 9 West and Mitsubishi Motorway. This land would be developed for business uses. The land would be zoned B - 1, Highway Business District. The land will be divided by the future extension of Mitsubishi Motorway to the south. The petitioners will dedicate the necessary right of way. The City will pay for oversizing infrastructure. There were concerns regarding sewer capacity. The Petitioner will be assigned the maximum capacity. There would be tap on fees due. The Planning Commission recommended approval but City staff has concerns.

Alderman Schmidt questioned the process. She noted that citizens had raised concerns.

Mayor Markowitz opened the Public Hearing.

Frank Miles, 202 N. Center St., addressed the Council on behalf of the Petitioner. He noted that this was the Nord's family first conscious decision to develop their property.

Alderman Sprague questioned IL Rt. 9 West. Mr. Miles noted that it was a state route and there would be no tap on fees due for it. Alderman Sprague questioned minor street standards. Mr. Hamilton informed the Council that the difference was whether the street was located in a residential or commercial development. There were other differences including street width and pavement thickness. Alderman Sprague questioned if the street width was the same regardless of residential and/or commercial developments. Mr. Miles noted that the street would be thirty feet (30') back to back, curb to curb. Alderman Sprague noted that streets in commercial areas can become congested. He questioned when the tap on fees would be paid. Mr. Miles noted that the Petitioner had elected to use the sewer capacity under a previous agreement with the City. Mr. Hamilton noted that tap on fees were due at time of final platting. Alderman Sprague questioned the sewer capacity and if a standard formula would be used. Mr. Miles noted that Doug Grovesteen, Director of Engineering, would provide the numbers.

Mayor Markowitz closed the Public Hearing.

Motion by Alderman Crawford, seconded by Alderman Matejka that the revised Nord Annexation 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 as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public hearing on the petition submitted by Charles W. Palmer requesting approval of the Second Amendment to the Annexation Agreement for the Palmer Farm requesting the following amendments: 1) to change the alignment of the proposed Fox Creek Road, 2) to dedicate additional utility easement; 3) to change proposed location of lakes and detention basin; and 4) to build proposed extensions of Mitsubishi Motorway, for property located south of Six Points Road and Heartland Hills Subdivision and west of the Union Pacific Railroad and Fox Creek Country Club Subdivision, consisting of approximately 612.48 acres (Ward 2) (Case Z-16-04)

BACKGROUND INFORMATION:

Adjacent Zoning

north: R-1B, Medium Density Single & Family Residence District; R-1C, High Density Single Family Residence District; S-2 - Public Lands and Institutions District; and A- Agriculture

south: County A - Agriculture

east: R-1B, Medium Density Single Family Residence District; and S-2 - Public Lands and Institutions District

west: County A- Agriculture

Adjacent Land Uses

north: single family dwellings, golf course agriculture

south: agriculture

east: single family dwellings & agriculture

west: elementary school & agriculture

Comprehensive Plan recommends: “Low to Medium Density Residential” use, “High Density Residential “ use, “Regional Highway Commercial” use, and “Light Industry”.

The original Annexation Agreement for this 713.11 acre property in question was executed and adopted on February 13, 1996, and recorded on February 22, 1996 (Document No. 96-4497). A first amendment to the original Annexation Agreement was executed and adopted on May 29, 2001, and recorded on January 7, 2002 (Document No. 2002R00515), due to the following facts:

1. That the City subsequently wanted to change the alignment of Fox Creek Road to the west of the Fox Creek Country Club Subdivision, impacting the property in question;
2. That the City subsequently installed certain utilities across the property in question without securing the necessary dedicated utility easements;
3. Certain deadlines for performance obligations have expired and need to be adjusted;
4. Certain alternatives and uncertainties present when the original agreement was negotiated have since been resolved, the City requested the submission of this Second Amendment to the Annexation Agreement pertaining to this 612.48 acres;

This Second Amendment proposes the following amendments to the approved agreements:

Section One: That a new General Area Plan (attached as Exhibit A) be substituted for the previous General Area Plans (attached to the original agreement as Exhibits B and B-1 and attached to the First Amendment as Exhibit A). The lakes and detention basin are now proposed in Areas A, E, and J on the new Exhibit A instead of areas F, I, and J on the previous Exhibits B and B-1 and previous Exhibit A. This new Exhibit A increases the size of the B-2 zoning in Area A; decreases the size of the C-1 zoning in Area B; increases the size of the R-2 zoning in Area D; increases the size of the R-3A zoning in Area E to include the previous Area I around the two lakes; increases the size of the R-2 zoning in Areas G & H; and decreases the size of the R-1B zoning in Area K. However, the following maximum dwelling unit densities cited in the original agreement will still apply to this second amendment:

Zoning District	Dwelling Units per acre Density Cap	Dwelling Units total Density Cap
R-1B	3.0	500
R-2	12.0	4200
R-3A	15.0	1000

Section Two: Article V of the original agreement is being deleted the following language is being inserted in lieu thereof:

V. STORM WATER DETENTION/DRAINAGE

Any case, after submission by owner of engineering data join the feasibility and absence of disparate impact on downstream properties to the reasonable satisfaction of the City's Director of Engineering, the parties agree as follows:

A. Storm water detention for Area B west of future Mitsubishi Motorway, J and F may be provided by the owner in the future, to be constructed, storm water detention basin proposed in Area J;

B. Storm water detention for Areas D and undetained runoff from Fox Creek Country Club to Area D, K, G, E, I and H, may be provided by the owner in a future, to be constructed, basin on Area A or E, rather than providing separate detention on each area;

C. Storm water for Areas B east of future Mitsubishi Motorway, A, L and C may be detained on site;

D. Any basin described in paragraph V A, B or C containing 3 acres or more of surface area (hereinafter referred to as major detention basins) shall be constructed by owner and maintained by the City as follows:

1. Portions of Palmer's property draining to any major detention basin may be "developed" (i. e.. subdivided and built upon) prior to the completion of the major detention basin, provided there is no significant adverse impact on downstream property owners as reasonably determined by the City of Bloomington Director of Engineering.
2. After completion of any major detention basin by Owner, the basin and discharge swale may be dedicated to, and accepted and thereafter maintained by the City, provided:
 - a. Paved public access to the major detention basin and discharge swale(s) is provided from a public right-of-way on land dedicated to the City;
 - b. perimeter walkways, 8' in width, are in place within a perimeter area averaging 30' in width measured from the high water level of the basin with an additional one acre area for regulated park amenities such as picnic shelters, park benches, playground equipment, etc.;
 - c. covenants are in place regulating sight easements and permitting shoreline landscaping;
 - d. covenants are in place reserving to Owner and City the right to regulate the use of the surface and shore of the basin; Owner and City agree to prohibit motorboats on the basins and prohibit

buildings along the shoreline except for public picnic shelters, park benches and playground equipment.

E. At Owner's option, a storm water detention fee of \$1000.00 per acre may be paid (at the time of development) in lieu of providing an on-site storm water detention, provided:

1. the City commits to construct a compensatory storage on a "regional basis"; and
2. temporary retention and water disbursement methods in accordance with accepted engineering procedures are used by the owner; and

F. Based on accepted engineering standards and approval by the Director of Engineering, the City shall permit (or reasonably support Owner in obtaining Department of Natural Resources / Division of Water Resources approval of) :

1. Filling within the Sugar Creek flood plain and providing for filling compensatory storage therein;
2. Provision of compensatory storage on a site-wide basis;
3. No compensatory storage shall be provided in the Area L.

G. City to provide Owner whatever hydrologic and hydraulic data for the watersheds which drain to the tract, including but not limited to Sugar Creek and the surface swales which drain through Section 24 from Fox Creek and under the ICGRR (Illinois Central Gulf Rail Road) at the south end of Section 24 which it has or obtains during the life of the Agreement.

H. City agrees to reasonably control siltation and erosion from upstream development onto the Palmer property.

Section Three: Article VI A2 is deleted and the following language is substituted:

2. By providing major public detention basins with perimeter walkways in Areas E and J.

Section Four: Article VI C is deleted and the following language is substituted:

- C. Owner may convey and the City agrees to accept the major detention basin on Areas E and J, provided each basin contains at least three acres of area.

Section Five: Article VII shall be amended as follows:

1. In Paragraph C by deleting the existing language and substituting in lieu thereof the following:

“City agrees to build Fox Creek Road from the west line of Fox Creek Country Club through Areas D and K and the Scottsdale Avenue extension between Areas E, K and the Palmer Subdivision No. 1, both of City major street standards by November 1, 2008. Within 30 days from the date of this Second Amendment, Palmer agrees to convey the right-of-way set forth in Exhibits B and B-1, grant the drainage and utility easements set forth in Exhibit B-2, and grant the temporary construction easement set forth in B-3.

Within 30 days from the date of this Second Amendment, City agrees to initiate and thereafter pursue with a high priority by devoting significant effort of time and resources the acquisition of any remaining road right-of-way. The City shall initiate condemnation action, for all necessary right-of-way within the corporate limits or outside the corporate limits but adjacent and contiguous to the City, on or before November 1, 2006 for any necessary right-of-way not acquired voluntarily by that date. If there are parcels outside the City limits and not adjacent and contiguous with the City which cannot be acquired voluntarily by September 30, 2005, the City will use its best efforts to enter into an intergovernmental agreement with the County Board to make use of the County’s power of condemnation for obtaining said parcels.

Within one year from the date of this Second Amendment, City agrees to complete construction plans for this road project.

If any of the City’s obligations described in this paragraph are not completed by the dates specified, the development fee required to be paid in Article IX, Section B(b) of the agreement shall be reduced \$1,000.00 per day for each day until the respective obligation is completed.

2. In paragraph H by recognizing that the City’s obligation to build a Scottsdale Avenue is in lieu of this obligation.
3. The parties acknowledge that the alignment for Mitsubishi Motorway has been determined. The City agrees to do the following:
 - A. Prepare and submit to IDOT Intersection Design Study, and pursue the approval of that study in good faith and with due diligence. City agrees to prepare and deliver to Palmer right-of-way plats and dedication documents for Mitsubishi Motorway within 90 days approval of the Intersection Design Study by IDOT;
 - B. Within 30 days from the date of this Second Amendment, City agrees to initiate and thereafter pursue with a high priority and by devoting significant effort of time and resources the acquisition of any remaining required road right-of-way for the Mitsubishi Motorway improvement described in this paragraph. The City shall initiate condemnation action for all necessary right-of-way within the corporate limits or outside the corporate limits but adjacent and contiguous to the City on or before January 1, 2006 for any necessary right-of-way not acquired voluntarily by that date. If there are parcels outside the City limits and not adjacent and

contiguous with the City which cannot be acquired voluntarily by September 30, 2005, the City will use its best efforts to enter into an intergovernmental agreement with the County Board to make use of the County's power of condemnation for obtaining said parcels.

- C. Prepare construction drawings for Mitsubishi Motorway with not less than two driving lanes, from Six Points Road to the south line of Area B to City major street standards within 18 months from the date of this Agreement;
 - D. Complete Mitsubishi Motorway with not less than two driving lanes from Six Points Road to the south line of Area B to City major street standards by: November 1, 2008.
 - E. If the City does not fulfill any of the obligations contained in the foregoing paragraphs of this agreement by the date specified, the development fee required to be paid in Article IX, Section B(b) of the Agreement shall be reduced \$1,000.00 per day until each of the foregoing is done.
 - F. Palmer agrees to convey the right-of-way required within 60 days from delivery of the right-of-way plats and dedication documents.
4. Article VIII is amended by substituting the Utility Plan attached to this Second Amendment as Exhibit C for the Utility Plan attached to the original agreement as Exhibit D.
- A. Within 30 days from date of this Second Amendment, Palmer agrees to dedicate the utility easement set forth in Exhibit D (in which easements the City has already constructed a sanitary sewer). The City agrees to pay crop damage in the amount of \$9,757.29 within 30 days from the effective date of this Amendment.
 - B. In lieu of constructing the water main along Stringtown Road as the Agreement currently requires, the City agrees to pay Palmer's reasonable cost in designing and installing a water main, of a size sufficient to serve E and H if fully developed, extending from an operational water main located at or near Scottsdale Avenue, southerly to Stringtown Road. This water main is to be located in proposed Fox Creek Road right-of-way as established by Palmer's engineer, Daily & Associates. Reimbursement by the City to Palmer shall include all design and construction costs as well as the cost of preparing utility easement plats and conveyance documents for the water main. Reimbursement by the City to Palmer shall be within 30 days from the completion of the main and billing by Palmer.
5. Article IX, Section B (b) is amended by deleting in " 2015 as previously amended to 2020" and substituting in lieu thereof "2030" and provided that Owner shall pay interest on the unpaid balance of the development fee at the City of Bloomington's then most recent general obligation bond rate from January 21, 2020 to the date of payment.

6. The property to which this agreement now pertains is legally described in Exhibit E to this Second Amendment.

7. Article XIII is amended by deleting the existing language thereof and substituting in lieu therefor the following:

“XIII. Waiver of Fees or Charges.

Fees or charges - except as provided for herein, the City hereby waives:

(a) all City imposed street, sewer and water tap-on fees; and

(b) all storm water detention fees for the Owner and any subsequent builder on the premises;

(c) all park land dedication fees which it would otherwise impose upon the Owner for the annexation and development of the real estate subject to the agreement into the subdivisions described and contemplated by this Agreement; and any “annexation fees” that might otherwise be assessed”.

8. The City waives the \$2,406.72 publication fee incurred in processing this amendment.

9. Performance by either party may be delayed by extensions which are necessary due to “Force Majeure.”

10. The maximum amount of the reduction in the development fee resulting from the City’s failure to perform in the time framework established by the Agreement shall not exceed the amount of the development fee.

Mr. Palmer’s position is that the City should fulfill the contractual commitments it made in the existing annexation agreements, i.e.:

1. Fox Creek Road and Scottsdale Road, using the original alignment or the realignment the City now proposes, by contract, should have been done in the year 2004. Palmer wants this completed as soon as possible but definitely by November 1, 2008. Money for building Fox Creek Road from north curve to Scottsdale and Scottsdale west to Mitsubishi Motorway is in the current year’s budget, but the City still needs to acquire a lot of right-of-way for this project. The proposed Second Amendment now contains a penalty of \$1,000 per day if the City misses the revised deadline.
2. The City, by contract, is required to encourage the interconnection of the Palmer property with the Fox Creek Country Club Subdivision via the connection of Palmer Drive to Carrington Lane. Mr. Palmer does not see any efforts on the City’s part to accomplish this interconnection. The Fox Creek Country Club developer and Mr. Palmer regard each other as competition and are not going to cooperate to help each other. The City staff can only pursue to use its “best efforts” in this regard.
3. The City, by contract, was required to have the construction of Mitsubishi Motorway from Six Points Road southerly to the south line of Area B under contract during the 2003-2004 fiscal year. Mr. Palmer wants this to be completed as soon as possible but definitely by November 1, 2008 as the City is in breach of a contract. The City does not have the title to

the necessary right-of-way and does not have this project budgeted. The proposed Second Amendment now contains a penalty of \$1,000 per day if the City misses the revised deadline.

4. The City, by contract, was required to install a public water main along Stringtown Road (County Highway 32) south of and adjacent to Mr. Palmer's property and have it operational by October 1, 2003.

Mr. Palmer wants this to be completed as soon as possible as the City is in breach of a contract. The City does not have the necessary easements and has not budgeted for this project. The City staff does not want to install a long dead end water main outside of the City limits that would not be serving imminent private development on the property in question and that would have to be flushed on a regular basis in order to maintain water quality. The Second Amendment contains a compromise for the City to pay for a future water main to be built by Palmer in Fox Creek Road extended in lieu of a water main now in Stringtown Road.

In conclusion, Mr. Palmer, through Mr. Frank Miles, his legal counsel, asserts that the City is in default on at least the Mitsubishi Motorway and Stringtown Road obligations and should get the planning and permitting for Mitsubishi Motorway under way as soon as possible

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this Annexation Agreement amendment in Case Z-16-04 on October 28, 2004. At this public hearing, Mr. Frank Miles, Attorney at Law, 202 N. Center Street, testified that he represents the petitioner and commented that it is not routine to develop over 700 acres of land. He stated that this second amendment came about primarily due to the City's desire to relocate Fox Creek Road. He recalled that the intent was to save a stand of old trees along Cabintown Road and to provide a good road to the Fox Creek Elementary School. Mr. Miles noted that there are certain contractual agreements already made that the City is obligated to, but these are other issues and not land use issues. Mr. Miles set up two large maps and discussed the zoning district rearrangement of areas noting that the density caps for each zoning area and the overall density would not be increased. He explained that area for parkland and the school have already been conveyed leaving 612.48 acres remaining.

Commissioner Sage inquired whether the R-3A area around the detention basin might become a development similar to "The Ponds" along the south side of Mechanical Devices, Inc. Mr. Miles agreed with the possibility, but noted that it is not likely that Mr. Palmer will develop the land himself. Commissioner Sage questioned whether Mr. Miles and his client were comfortable with the language of "as soon as possible." Mr. Miles responded that Mr. Palmer is accommodating and realistic, however wants things to be completed in a timely manner.

Mr. Carl Niebauer, 22374 E. 1800 N Road, Downs, Illinois, testified that he is a landowner to the south. He complained that development of the Fox Creek Country Club Subdivision and the Fox Creek School have concentrated storm water onto the Niebauer farm. He further explained that the main drainage tile fills and then water flows over the surface. He stated that he met with Mr. George Drye, former Director of Engineering, but there was no change as a result.

Mr. Miles explained that a basin was built in conjunction with the school and that water is released south through a 12" pipe in a more concentrated fashion than before. Mr. Tom Jordan, Dailey and Associates, Engineering Consultants, Champaign, Illinois noted that the Niebauer property is subservient, (downstream) to the Palmer property and that the dominant ownership (upstream) has obligation according to City Code to impound stormwater for a slower release.

Mr. Grovesteen, Director of Engineering, agreed and stated that the water flows toward a tributary that flows to Sugar Creek, bisecting the Niebauer property. He suggested a solution might involve receiving an easement from Mr. Niebauer and building a storm sewer from the school basin pipe south to the waterway. Vice Chairperson Rackauskas questioned whether the City would absorb the cost. Mr. Grovesteen indicated that City Council would determine that matter. Mrs. Rackauskas noted that it is good to hear such concerns but observed that this matter is not a land use question. She requested that Mr. Niebauer and City staff meet and work together toward a solution.

Commissioner Adams supported the changes and understood that all of the details for this development are not yet resolved. Commissioner Sage inquired regarding the status of right-of-way acquisition to build Fox Creek Road. Mr. Grovesteen responded that there is money in the budget; there are eight property owners that have not conveyed the land or easement; and dealing with one of those owners (Palmer) is a reason for this case. Commissioner Ezell questioned the City's 'best efforts' to encourage the interconnection of the Palmer property with the Fox Creek Country Club Subdivision. Mr. Grovesteen acknowledged that the City does not have the authority to force the matter; the connection is in the Preliminary Plan, however, it is a timing issue. Commissioner Baughan stated that the City should do a better job fulfilling its obligations in this agreement. Vice Chairperson Rackauskas agreed.

PLANNING COMMISSION RECOMMENDATION:

After consideration of the testimony and arguments presented at this public hearing, the Planning Commission passed a motion by a vote of 8 to 0 recommending Council approval of Case Z-16-04 as presented..

STAFF RECOMMENDATION:

Staff respectfully recommends that the public hearing be held and that Council approve the Second Amendment to the Annexation Agreement with the deadlines for the completion of infrastructure obligations be determined by Council and Mr. Charles Palmer by mutual agreement as cited in this Second Amendment to the Annexation Agreement.

Respectfully submitted,

Kenneth Emmons
City Planner

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

AGREEMENT AND EXHIBITS, (EXHIBIT A. GENERAL AREA PLAN, EXHIBIT B. WARRANTY DEED, EXHIBIT B-1. WARRANTY DEED, EXHIBIT B-2. DRAINAGE & UTILITY EASEMENT, EXHIBIT B-3. TEMPORARY WORKING EASEMENT, EXHIBIT C. INFRASTRUCTURE & UTILITY PLAN, EXHIBIT D. SEWER EASEMENT, AND EXHIBIT E. LEGAL DESCRIPTION), ON FILE IN THE CITY CLERK'S OFFICE.

Tom Hamilton, City Manager, introduced this item. The original agreement was approved in 1996. He noted that there had been changes to the City's southwest side. He noted the changed alignment of Fox Creek Rd. which impacted the Petitioner's property. He noted that Mitsubishi Motorway would be extended to the south. The City made a commitment which it did not fulfill. He added that the Petitioner also had not developed his property. This amendment to the agreement provided time tables. These projects would be included in the budget. The Petitioner would dedicate the required right of way and pay the City's development fees. The Planning Commission voted to approve this item and City staff concurs.

Alderman Huette expressed his concern regarding the \$1,000 per day penalty and the right of way issues. Mr. Hamilton noted the dates by which the Petitioner can file a condemnation suit. The City had entered into an agreement and did not follow through. The time table was realistic. The City agreed to contact IDOT, (Illinois Department of Transportation) to obtain the necessary approvals. The City would enter into contracts for design soon. He expressed his hope that the Petitioner would pass on any penalties as has been done in the past.

Alderman Schmidt questioned the right of way. Mr. Hamilton noted that a portion of the right of way would be dedicated by the Petitioner.

Alderman Sprague questioned the zoning changes. Mr. Hamilton noted that the density would remain the same. Alderman Sprague questioned storm water detention. Doug Grovesteen, Director of Engineering, addressed the Council. The Petitioner would default to the \$1,700 per acre fee. Mr. Hamilton added that most of the detention would be provided on the property. Alderman Sprague questioned the silt screening. Mr. Hamilton

noted that part of tonight's discussion was addressed in the 1996 agreement. If the Council rejects this amendment, then the current agreement remains in force.

Mayor Markowitz opened the Public Hearing.

Frank Miles, 202 N. Center St., addressed the Council as the Petitioner's attorney. He noted the \$1,000 penalty, the storm water detention and the siltation issue had language contained in the 1996 agreement.

Mayor Markowitz closed the Public Hearing.

Motion by Alderman Matejka, seconded by Alderman Finnegan that the Second Amendment to the Annexation Agreement be approved with the deadlines for the completion of infrastructure obligations as determined by Council and Mr. Charles Palmer by mutual agreement, as cited therein, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Markowitz recognized the volunteer efforts by the local laborers at the Bloomington Center for the Performing Arts.

The City sponsored Landlord Training which was held on Saturday, April 9, 2005, was well received.

CITY MANAGER'S DISCUSSION: Tom Hamilton informed the Council of the report prepared by Brian Barnes, Finance Director. He noted that the Council made the right decision regarding the bond issue for the Downtown Sports and Entertainment Center.

ALDERMEN'S DISCUSSION: Alderman Finnegan informed the Council that he had attended the Landlord Training. City staff had done a wonderful job.

Alderman Matejka noted the signs of spring, loud car stereos. He encouraged Roger Aikin, Police Chief, to vigilantly enforce the vehicle code. Chief Aikin addressed the Council. The City had passed an ordinance. He noted that from August until the year end thirty-three (33) ordinance violations and seven (7) moving violation had been issued. He added that from January to date only two (2) ordinance violations and one (1) moving violation had been issued. The noise must be audible seventy-five feet (75') from the

vehicle. He informed the Council that the individual police officer must testify in court. Alderman Matejka noted that the citizens appreciate the enforcement.

Alderman Huetten noted the Economic Development Almanac. It contained valuable information. He noted that the information was available on line or could be purchased from the EDC, (Economic Development Council).

Alderman Veitengruber expressed his appreciation to Chief Aikin for the patrols at Morris Ave./Veterans Pkwy./Six Points Rd. It was posted 35 mph in the construction zone. He requested that these patrols continue.

Motion by Alderman Schmidt, seconded by Alderman Whalen, that the meeting be adjourned. Time: 10:15 p.m.

Motion carried.

Tracey Covert
City Clerk