PROPOSED AGENDA FOR TOWN COUNCIL MEETING
April 2, 2007
7:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. OMNIBUS VOTE AGENDA
(All items under the Omnibus Vote Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which event, the item will be removed from the Omnibus Vote Agenda and considered as the first item after approval of the Omnibus Vote Agenda.)

A. Approval of the Minutes of the Public Hearing of March 19, 2007
   Approval of the Minutes of Regular Meeting of March 19, 2007

B. Approval of Bills

C. Motion to Waive the Formal Bidding Procedures and Approve the Purchase of a New HVAC Control System from Xcell Mechanical Systems and Authorize a Related Budget Amendment Allocating $16,557 from the General Fund Reserve

D. Motion to Waive the Formal Bid Process and to Authorize the Purchase of a Modular Playground for the Fairview Elementary PTO from Recreation Concepts, Inc. Under the US Communities Purchasing Program

E. Motion to Waive the Formal Bid Process and Authorize the Purchase of Seven Automobiles Through the 2007 Central Illinois Mitsubishi Cooperative Purchasing Program

F. Motion to Accept Bid from Hoerr Construction, Inc. and Award a Contract in the Amount of $834,334.50 for the Firestone Sanitary Sewer Phase III Project and to Approve a Budget Amendment

G. Resolution Waiving the Formal Bidding Process and Authorizing the Purchase of Portable Changeable Message Signs from Bloomington Highway Technologies in Association with the Uptown Construction Projects

H. Resolution Authorizing the Execution of a 3 Year Contract with S & N Fireworks Production of Lincoln, IL for the Annual Fourth of July Display

I. Resolution Authorizing Execution of an Agreement for Design Development Services for the Healthy Kids, Healthy Choices Exhibit at the Children’s Discovery Museum (Joe Fiacchino)
J. Resolution Authorizing the Extension of an Electric Service to Serve the Hotel/Conference Center Parking Deck on the South side of Broadway Avenue in the Amount of $12,410.00

K. Resolution Authorizing Agreements for Construction Materials Testing Services for the 2007 Construction Season with Terracon and Testing Service Corporation (TSC)

L. Resolution Authorizing a Lease Agreement with Felmley Dickerson Company for 104 Broadway Avenue in Uptown Normal

M. Resolution Authorizing Execution of an Amended Termination Lease Agreement with Subway Sandwiches (Doug Barch)

N. Resolution Ceding the 2006 Private Activity Bond Cap to the Illinois Housing Development Authority for the First Time Homebuyer Program ($4,243,795)

O. Resolution Accepting an Easement Grant from Commerce Bank N.A. for the Phase I Underground Utility Project

P. Resolution Accepting a Warranty Deed from James Shirk, as Trustee, Pertaining to the Conveyance of Additional Right-of-Way at the Southeast Corner of the Intersection of Towanda Avenue and Shelbourne Drive

Q. Resolution Approving a Revised Final Plat for the Constitution Trail Centre Planned Unit Development

5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

6. Resolution Conditionally and Partially Approving an Amended Final Development Plan for the University Center PUD and Lifting the Main Street Moratorium for this Project

NEW BUSINESS

7. Presentation About the East Side Highway Phase One Corridor Study to the Town Council by Jerry Payonk of Clark Dietz Engineers

8. Motion to Approve an Appointment to the Planning Commission

9. Request to Adjourn to Executive Session

MAYOR’S MOMENT

CONCERNS

ADJOURNMENT

ADDENDUM
Omnibus Vote
1. **CALL TO ORDER:**

   Mayor Chris Koos called the public hearing to order at 7:00 a.m., Monday, March 19, 2007.

2. **ROLL CALL:**

   The Clerk called the roll with the following persons
   
   **PRESENT:** Mayor Chris Koos and Councilmembers Sonja Reece, Adam Nielsen, Parker Lawlis, Jason Chambers, and Cheryl Gaines.
   
   **ABSENT:** Councilmember Jeff Fritzen.

3. **NOTICE OF PUBLICATION:**

   Mayor Koos stated the Public Notice was published in The Pantagraph on March 3, 2007.

4. **COMMENTS FROM THE PUBLIC:**

   Mayor Koos announced the Council would receive comments from the public regarding the proposed Annexation Agreement.

   Mr. Frank Miles, Attorney for the Developers, informed the Council the developers, as well as the engineer for the developer, were present and available to respond to questions.

   Mayor Koos issued the second call for comments from the public; there were none.

   Mayor Koos issued the third and final call for comments from the public; there were none.

5. **ADJOURNMENT:**

   **MOTION:**

   Councilmember Nielsen moved, seconded by Councilmember Lawlis, the public hearing be adjourned.

   **AYES:** Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
   
   **NAYS:** None.
   
   **ABSENT:** Fritzen.

   Motion declared carried.

   Mayor Koos adjourned the public hearing at 7:03 p.m., Monday, March 19, 2007.
Mayor Koos called for a moment of silence in remembrance of long-time resident and community leader Duffy Bass.

1. CALL TO ORDER:

Mayor Chris Koos called the regular meeting of the Normal Town Council to order at 7:04 p.m., Monday, March 19, 2007.

2. ROLL CALL:

The Clerk called the roll with the following persons physically present: Mayor Chris Koos and Councilmembers Sonja Reece, Adam Nielsen, Parker Lawlis, Jason Chambers, and Cheryl Gaines. Also present were City Manager Mark Peterson, Assistant City Manager Pamela Reece, Corporation Counsel Steve Mahrt, and Town Clerk Wendy Briggs.

Absent: Councilmember Jeff Fritzen.

3. PLEDGE OF ALLEGIANCE:

Mayor Koos led the Pledge of Allegiance to the Flag.

4. OMNIBUS VOTE AGENDA:

Mayor Koos excused himself from voting on any bills he may have incurred while performing his Mayoral duties.

Councilmember Reece excused herself from voting on any bills submitted by BroMenn Healthcare and any bills she may have incurred while performing Council duties.

Items G, M, O, and P were removed from the Omnibus Vote Agenda.

MOTION:

Councilmember Lawlis moved, seconded by Councilmember Chambers, the Council approve the Omnibus Vote Agenda.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.

NAYS: None.

ABSENT: Fritzen.

Motion declared carried.


B. APPROVAL OF BILLS: Omnibus Vote.

C. MOTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE OF TWO CHEVROLET COLORADO TRUCKS FROM THE PARBER MOTOR COMPANY IN THE TOTAL AMOUNT OF $32,223.50: Omnibus Vote.

D. MOTION TO ACCEPT A BID FROM CARPET WEAVERS IN THE AMOUNT OF $26,640.00 FOR THE REPLACEMENT OF CARPET AT THE 211 AND 611 S. LINDEN STREET ANNEX BUILDINGS: Omnibus Vote.

E. MOTION TO AWARD A BID FOR WATER MAIN AND SERVICE MATERIALS TO WATER PRODUCTS, CO., BLOOMINGTON, ILLINOIS: Omnibus Vote.

F. MOTION TO WAIVE THE FORMAL BIDDING PROCESS AND ACCEPT A QUOTE FROM INNOTECH COMMUNICATIONS TO RECONFIGURE THE RADIO ACTIVATION SYSTEM FOR THE OUTDOOR WARNING SIRENS AND ESTABLISH A BACKUP ACTIVATION SITE AT THE MCLEAN COUNTY EMERGENCY MANAGEMENT AGENCY OFFICE IN THE AMOUNT OF $14,470.60: Omnibus Vote.

H. RESOLUTION APPROVING AN AGREEMENT WITH F & W LAWN CARE AND LANDSCAPING, INC., FOR “MOWING AND ABATEMENT SERVICES” EFFECTIVE APRIL 1, 2007: Resolution No. 3998: Omnibus Vote.

I. RESOLUTION AUTHORIZING THE EXECUTION OF A THREE-YEAR EXTENSION TO THE SCADA INTEGRATION SERVICES CONTRACT WITH SCADAWARE, INC.: Resolution No. 3999: Omnibus Vote.

J. RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY FOR ANIMAL CONTROL WARDEN SERVICES: Resolution No. 4000: Omnibus Vote.

K. RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY FOR ANIMAL CONTROL SHELTER SERVICES: Resolution No. 4001: Omnibus Vote.

L. RESOLUTION REAPPROVING A FINAL PLAT FOR THE FOURTH ADDITION TO THE HEATHER RIDGE SUBDIVISION: Resolution No. 4002: Omnibus Vote.

N. ORDINANCE AMENDING THE PURCHASING MANUAL TO ALLOW PAYMENT OF MULTIPLE INVOICES FROM A SINGLE VENDOR AND TO REFLECT A MINOR LANGUAGE CHANGE: Ordinance No. 5122: Omnibus Vote.
Q. ORDINANCE AMENDING “AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND UNINCORPORATED McLEAN COUNTY AS AN ENTERPRISE ZONE”: Ordinance No. 5123: Omnibus Vote.

5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:

G. MOTION TO APPROVE A ONE-TIME EQUITY ADJUSTMENT IN THE SALARY SCHEDULE FOR CLASSIFIED TOWN EMPLOYEES – EFFECTIVE APRIL 1, 2007:

MOTION:

Councilmember Lawlis moved, seconded by Councilmember Reece, the Council Approve a One-Time Equity Adjustment in the Salary Schedule for Classified Town Employees – Effective April 1, 2007.

Councilmember Lawlis commented on the proposed adjustment.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

M. RESOLUTION APPROVING WAIVERS FROM THE UPTOWN DESIGN REVIEW CODE, CHAPTER 15, DIVISION 17, FOR ACE HARDWARE – 204 E. COLLEGE AVENUE: Resolution No. 4003:

MOTION:

Councilmember Gaines moved, seconded by Councilmember Chambers, the Council Adopt a Resolution Approving Waivers from the Uptown Design Review Code, Chapter 15, Division 17, for Ace Hardware – 204 E. College Avenue.

Councilmember Gaines posed questions concerning the ability to change the sign in the future. Assistant Town Planner Lauren Kerestes responded any changes proposed for the sign would have to go back through the entire review process.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.
O. ORDINANCE AMENDING ORDINANCE NUMBER 4314 – PARKING ON PAYNE PLACE: Ordinance No. 5124:

MOTION:

Councilmember Lawlis moved, seconded by Councilmember Nielsen, the Council Approve an Ordinance Amending Ordinance Number 4314 – Parking on Payne Place.

Councilmember Lawlis posed questions for clarification purposes, which were responded to by Assistant to the City Manager Geoff Fruin and Councilmember Gaines.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

P. ORDINANCE AMENDING SECTION 7.7-4 AND SECTION 7.8-5 OF THE MUNICIPAL CODE OF THE TOWN OF NORMAL REGARDING WATER RECONNECTION FEES: Ordinance No. 5125:

MOTION:

Councilmember Lawlis moved, seconded by Councilmember Reece, the Council Approve an Ordinance Amending Section 7.7-4 and Section 7.8-5 of the Municipal Code of the Town of Normal Regarding Water Reconnection Fees.

Councilmember Lawlis posed questions concerning the number of after-hour calls that were received to reconnect water. Water Director Steve Gerdes responded to questions from Councilmember Lawlis.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

GENERAL ORDERS

6. RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH COMMERCE BANK, N.A., FOR THE PROPERTY LOCATED AT 210 BROADWAY AVENUE IN THE AMOUNT OF $1,550,000 AND APPROVAL OF AN ASSOCIATED BUDGET ADJUSTMENT OF $34,200: Resolution No. 4004:

MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Adopt a Resolution Authorizing a Purchase Agreement with Commerce Bank, N.A., for the
Property Located at 210 Broadway Avenue in the Amount of $1,550,000 and Approval of an Associated Budget Adjustment of $34,200.

Councilmember Gaines posed questions concerning the language in the agreement, which questions were responded to by City Manager Mark Peterson. Councilmember Lawlis posed questions concerning the rent to be paid by Commerce Bank to the Town for the temporary modular bank facility, which concerns were addressed by City Manager Mark Peterson.

Further Council discussion ensued. Councilmember Lawlis expressed concern with the disposal of the banking equipment currently used in the temporary facility, which concerns were addressed by Uptown Director Wayne Aldrich.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

7. RESOLUTION CONDITIONALLY AND PARTIALLY APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE SOUTH COTTAGE VILLAGE PUD C-1 MULTI-USE OFFICE PARK: Resolution No. 4005:

MOTION:

Councilmember Reece moved, seconded by Councilmember Gaines, the Council Adopt a Resolution Conditionally and Partially Approving a Preliminary Development Plan for the South Cottage Village PUD C-1 Multi-Use Office Park.

Councilmember Reece commented on the property involved in this development, indicating this was a positive development for this area. Councilmember Chambers echoed the comments of Councilmember Reece and further indicated this appeared to be a good mix for this area. Councilmember Lawlis expressed concern with the sludge pit directly to the south of this property. City Manager Mark Peterson stated there would be considerable landscaping and a new fence constructed between the subject property and the sludge pit.

Councilmember Lawlis posed further questions concerning the property on the east end of the development near The Oaks development. City Manager Mark Peterson and Building Commissioner Greg Troemel responded this area would be developed as part of The Oaks development, with five new buildings for this development. Further discussion ensued.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.
8. **ORDINANCE VACATING STREETS AND ALLEYS IN THE 17TH ADDITION TO NORMAL**: Ordinance No. 5126:

**MOTION:**

Councilmember Lawlis moved, seconded by Councilmember Nielsen, the Council Approve an Ordinance Vacating Streets and Alleys in the 17th Addition to Normal.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

9. **ORDINANCE REZONING PROPERTY LOCATED ON THE EAST SIDE OF COTTAGE AVENUE, ALONG EXTENDED KERN STREET**: Ordinance No. 5127:

**MOTION:**

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Approve an Ordinance Rezoning Property Located on the East Side of Cottage Avenue, Along Extended Kern Street.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

10. **RESOLUTION CONDITIONALLY AND PARTIALLY APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR THE UNIVERSITY CENTER PUD**:

**MOTION:**

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Adopt a Resolution Conditionally and Partially Approving an Amended Final Development Plan for the University Center PUD.

Mayor Koos announced this matter was to be reviewed by the Main Street Commission later this week and requested this matter be tabled to the next regular Council meeting.

**MOTION TO TABLE:**

Councilmember Gaines moved, seconded by Councilmember Reece, the Resolution Conditionally and Partially Approving an Amended Final Development Plan for the University Center PUD be Tabled to the Next Regular Normal Town Council Meeting.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.
11. **RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH ROBERT F. WEBER, SUCCESSOR TRUSTEE – NORTHEAST CORNER OF AIRPORT ROAD AND FT. JESSE ROAD:** Resolution No. 4006:

**MOTION:**

Councilmember Chambers moved, seconded by Councilmember Nielsen, the Council Adopt a Resolution Authorizing the Execution of an Annexation Agreement with Robert F. Weber, Successor Trustee – Northeast Corner of Airport Road and Ft. Jesse Road.

City Manager Mark Peterson offered comments on the proposed development, indicating the developers BJ Armstrong and Jim O’Neal, along with their Attorney, Frank Mills, were present and available to answer questions and make comments. City Manager Mark Peterson commented on the development, indicating it faced a challenge of offering sewer services. City Manager Mark Peterson further indicated the development proposed was a very attractive, high-end development.

City Planner Mercy Davison presented a brief overview of the project and responded to questions from Council.

City Manager Mark Peterson further commented on the two minor areas of disagreement between the Town and the Developer in the proposed agreement, being: 1) Town staff would prefer all lots to have a 70’ lot frontage, rather than the few lots currently showing a 65’ lot frontage; and 2) the Town would like to design the pump station and have the developer pay for the pump station, the estimate of the pump station being approximately $350,000.00, and the Town would agree to a 50/50 cost-sharing provision in the event the actual cost of the pump station exceeds the estimate by more than 10%.

Councilmember Lawlis posed questions concerning the proposed sewer services, which questions were responded to by City Manager Mark Peterson and City Engineer Gene Brown. Councilmembers Nielsen and Chambers posed questions concerning the 65’ lot width, which questions were addressed by Building Commissioner Greg Troemel. Considerable Council discussion ensued.

Assistant Finance Director Andrew Huhn presented a Development Fiscal Impact Model prepared by the Finance Department specific to this proposed development and responded to questions from Council. Councilmember Reece requested staff look into incorporating the school district impact in these models in the future.

Mr. Frank Miles, Attorney for the developers, addressed the Council and responded to concerns of the Council. Mr. Miles expressed concern that neither he, nor the developers, had received a copy of the proposed development model. Mr. Miles explained the concerns of the developers, those being: 1) the developers have proposed a few 65’ lots which will be developed with very high-end, smaller homes, rather than the larger lot frontages proposed in the original concept plan; 2) the developers have some concerns with the Town designing the pump station and the developer being required to pay for it; 3) the time in which the bond must be posted for the pump station; 4) the developer would like to secure a revolving letter of credit for the development; and 5) who would be responsible for the carting of sewage, if necessary.
Councilmember Reece expressed concern with the area to the north to be developed, which concerns were addressed by City Manager Mark Peterson. Councilmember Reece further offered comments concerning the possible need by “baby boomers” who desire a nice home, but not a large lot. City Manager Mark Peterson indicated his concern with the smaller lots, indicating the possibility of using these smaller lots for more modest homes, rather than the high-end homes proposed at this time for this development. Considerable discussion ensued concerning the smaller lot size.

AMENDMENT TO MOTION:

Councilmember Nielsen moved, seconded by Councilmember Chambers, the Proposed Annexation Agreement be Amended to Require a Bond for the Pump Station be Submitted on or before the Time the Bid for the Pump Station is Advertised.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

Mayor Koos called for a Recess at 8:50 p.m.

Mayor Koos Reconvened the Meeting at 8:58 p.m.

Mayor Koos posed questions concerning the ability to revisit the lot size for the smaller lots at the time they develop these lots.

Mr. BJ Armstrong, one of the developers of the property, addressed the Council, responding to questions and concerns.

AMENDMENT TO MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Proposed Annexation Agreement be Amended to Read as Follows in Section III, No. 2: “R-1A Single Family Residence District for the area described in Exhibit C, provided, however, with regard to lot width waiver for the 65’ wide lots depicted on the concept plan, owner agrees to submit concept plans for homes on such lots for Council review and approval prior to the issuance of a building permit on a 65’ wide lot.”

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

Further Council discussion ensued pertaining to the land north of this proposed development which is currently a part of The Vineyards development.
ROLL CALL VOTE ON ORIGINAL MOTION, AS AMENDED:
AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

12. RESOLUTION APPROVING WAIVERS FROM THE UPTOWN DESIGN REVIEW CODE, CHAPTER 15, DIVISION 17, FOR THE BANK OF ILLINOIS SIGNAGE PLAN, 200 W. COLLEGE AVENUE: Resolution No. 4007:

MOTION ON TABLE:
Councilmember Fritzen moved, seconded by Councilmember Reece, the Council Adopt a Resolution Approving Waivers from the Uptown Design Review Code, Chapter 15, Division 17, for the Bank of Illinois Signage Plan at 200 W. College Avenue.

AMENDMENT TO MOTION ON TABLE:
Councilmember Nielsen moved, seconded by Councilmember Lawlis, the Resolution be Amended to Eliminate the Waiver for the Monument Sign on College Avenue.

Mr. Larry Maschhoff, President of the Bank of Illinois, addressed the Council, explaining the need for a height waiver requested for the monument sign on College Avenue. Mr. Maschhoff furnished Council a picture of the area, including the foliage in front of the Ecology Action Center, which blocks the view of a sign in front of the new Bank of Illinois building. Mr. Maschhoff also presented a picture of a sign at the code height of 6’, as well as a proposed sign 8’6” high, which is the absolute minimum sign height required to have electronics on the bottom of the sign.

Mayor Koos commented on the foliage in front of the Ecology Action Center and indicated is could possibly be redesigned, but not removed. Considerable Council discussion ensued on the foliage and the “lay of the land” in this area. Councilmember Chambers expressed concern with granting this waiver and with the possibility of setting a precedence for future monument sign waivers along College Avenue.

Councilmember Nielsen withdrew his request, and Councilmember Lawlis withdrew his second to amend the motion on the table to eliminate the waiver for the monument sign on College Avenue.

AMENDMENT TO MOTION ON TABLE:
Councilmember Reece moved, seconded by Councilmember Nielsen, the Resolution Approving Waivers from the Uptown Design Review Code be Amended to Include a Waiver to Permit a Multicolored LED Message Display Monument Sign on College Avenue 8 foot 6 inches in Height.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

Councilmember Lawlis posed questions concerning the signage on Mulberry Street, which questions were responded to by City Manager Mark Peterson.

ROLL CALL VOTE ON ORIGINAL MOTION, AS AMENDED:

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

NEW BUSINESS

13. MOTION TO APPROVE TWO REAPPOINTMENTS TO THE CHILDREN’S DISCOVERY MUSEUM FOUNDATION BOARD:

MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Approve the Two Reappointments to the Children’s Discovery Museum Foundation Board.

AYES: Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.
NAYS: None.
ABSENT: Fritzen.
Motion declared carried.

Mayor pro tem Reece announced Holly Houska and Adam Nielsen had been reappointed to the Children’s Discovery Museum Foundation board, their terms to expire on March 31, 2010 and March 31, 2008, respectively.

14. MAYOR’S MOMENT:

Mayor Koos commented on the recent One Voice trip to Washington, DC, indicating this was an incredible success.

15. CONCERNS:

1. WASHINGTON, DC:

Councilmember Reece commented on her recent trip to Washington, DC, indicating she had received several favorable comments on the recent visit by the One Voice group, which had been in Washington prior to her visit.
2. **ECOLOGY ACTION CENTER:**

Councilmember Reece commented on the number of questions she has received concerning the little house between the Library and the new Bank of Illinois building, indicating better signage may be in order to identify the Ecology Action Center.

16. **ADJOURN TO EXECUTIVE SESSION:**

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn to Executive Session to Approve the Minutes of the March 5, 2007, Executive Session and to Discuss Matters Pertaining to Personnel.

**MOTION:**

Councilmember Lawlis moved, seconded by Councilmember Gaines, the Regular Meeting of the Normal Town Council be Adjourned to Executive Session to Approve the Minutes of the March 5, 2007, Executive Session, and to Discuss Matters Pertaining to Personnel.

**AYES:** Reece, Nielsen, Lawlis, Chambers, Gaines, Koos.

**NAYS:** None.

**ABSENT:** Fritzen.

Motion declared carried.

Mayor Koos Adjourned the Regular Meeting of the Normal Town Council to Executive Session to Approve the Minutes of the March 5, 2007, Executive Session, and to Discuss Matters Pertaining to Personnel at 9:38 p.m., Monday, March 19, 2007.
### Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

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<th>Transaction Amount</th>
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<td><strong>General Fund Administration - City Mgr Boards &amp; Commissions</strong></td>
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Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

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### Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

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## Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

### Vendor Name | Description | Transaction Amount
--- | --- | ---
AMERENIP | MAINT SIREN PINE ST | $11.43
M A B PAINT STORE #803 | WHITE PAINT | $17.34
MILLER JANITOR SUPPLY | SUPPLIES - 33NFD30 | $92.03
MILLER JANITOR SUPPLY | SUPPLIES - 33NFD30 | $124.92
RANEY TERMITE CONTROL INC | MONTHLY SVR. NFD STATIONS | $96.00
FASTENAL COMPANY | SWIVEL ASSEMBLY | $49.00
SCBAS INC | TWENTY/TWENTY AIR KLC | $86.09
SUPREME RADIO COMMUNICATIONS | TERMINAL KIT, CONNECTORS | $254.42
SUPREME RADIO COMMUNICATIONS | TERMINAL KIT | $7.77
GLOBAL EMERGENCY PRODUCTS INC | REPAIRS - TOWER 10 | $297.07
JEFF HILTON | FDIC FEE - HILTON | $30.00
JON HAUGE | FDIC FEE - HAUGE | $30.00
AUTOZONE | HALOGEN & MINI BULBS | $17.96
MILLER JANITOR SUPPLY | SUPPLIES - FIRE 33NFD30 | $146.75
ENVIRONMENTAL SAFETY GROUP INC | GAS MONITORS | $1,458.00

### General Fund Public Works Engineering

#### General Fund Public Works Engineering Total $7,543.64

#### General Fund Public Works Road & Bridge

#### General Fund Public Works Road & Bridge Total $1,526.06

#### General Fund Public Works Administration

#### General Fund Public Works Administration Total $3,550.00

#### General Fund Public Works Equipment Maintenance

#### General Fund Public Works Equipment Maintenance Total $3,752.48
## Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

<table>
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<th>Vendor Name</th>
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### General Fund Public Works Equipment Maintenance

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### General Fund Public Works Waste Removal

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### General Fund Public Works Streets

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### General Fund Parks & Recreation Recreation/Teen Programs

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<td>MARCIA HOWES</td>
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### General Fund Parks & Recreation Recreation/Youth Programs

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### General Fund Parks & Recreation Recreation/Special Events

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## Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

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### General Fund Parks & Recreation Rec.- Before/After School Total
$770.42

### General Fund Parks & Recreation Administration

#### General Fund Parks & Recreation Administration Total
$1,162.14

### General Fund Parks & Recreation Recreation/Athletic Prog

#### General Fund Parks & Recreation Recreation/Athletic Prog Total
$1,235.54

### General Fund Parks & Recreation Golf Course

#### General Fund Parks & Recreation Golf Course Total
$2,644.43

### General Fund Parks & Recreation Golf Course Maintenance

#### General Fund Parks & Recreation Golf Course Maintenance Total
$2,950.97

### General Fund Parks & Recreation Aquatics

#### General Fund Parks & Recreation Aquatics Total
$3,412.27

### General Fund Parks & Recreation Parks Maintenance

#### General Fund Parks & Recreation Parks Maintenance Total
$3,180.00
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General Fund Parks & Recreation Parks Maintenance Total: $7,820.35

General Fund Parks & Recreation Children's Disc Museum
### Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

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| **CITY OF BLOOMINGTON**           | USE TAX 3/1-3/20                      | $40,865.22         |
| **MICHAEL & COLLEEN JEFFERSON**   | USE TAX REFUND                        | $24.00             |
## Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

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<th>Vendor Name</th>
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<td>ANDERSON PARK R/ROOM</td>
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**Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007**

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**Water Fund Water Capital Investment Total** $3,757.90

**Water Fund Water Administration**

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**Water Fund Water Administration Total** $5,231.85

**Water Fund Water Distribution**

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**Water Fund Water Distribution Total** $9,399.15

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Total Expenditures: $1,730,709.15
**Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007**

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<th>Vendor Name</th>
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**Sewer Fund**

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**Sewer Fund**

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**Sewer Fund**

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### Town of Normal Expenditures to be Approved for Payment as of: March 28, 2007

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**Sewer Fund Sewer Administration Total** $24,701.38

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**Grand Total** $10,830,580.72
A Motion to Waive the Formal Bidding Procedures and Approve the Purchase of a New HVAC Control System from Xcell Mechanical Systems and Authorize a Related Budget Amendment Allocating $16,557 from the General Fund Reserve

PREPARED BY: Geoff Fruin, Assistant to the City Manager
REVIEWED BY: Pamela S. Reece, Assistant City Manager
Mark R. Peterson, City Manager

BUDGET IMPACT: Due to the unexpected failure of the existing HVAC controls, this expense was not included in the approved FY 2007-08 budget. Therefore, approval of this item would require the use of unallocated General Fund Reserve dollars in the amount of $16,557. A budget adjustment in the amount of $16,557 would be necessary in line item 001-2510-419.35-80.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed bid document

BACKGROUND

Over the past year, the Children’s Discovery Museum has experienced numerous problems associated with its HVAC system. For the last year and half, Town staff has been working with multiple HVAC professionals to correct reoccurring failures in the system. Such failures have caused multiple inconveniences, including periods where one or more floors of the museum have been without air conditioning or heating. While these problems have not caused a closure of the museum at any time, they certainly have impacted the comfort of the facility for both patrons and employees.

In the spring of 2006, Town staff coordinated a meeting with the HVAC preventative maintenance contractor at the museum, William Masters, and the operator of the HVAC control systems, Prairieland Controls. The intent of the meeting was to determine what was causing the increasingly common HVAC problems in the building. As a result of the meeting, it appeared that the HVAC mechanicals were operating correctly and that the controls were likely causing the bulk of the problems. The HVAC controls that were installed and serviced by Prairieland Controls had a two year parts and labor warranty that expired in November of 2006.

Town staff attempted to work out problems with the HVAC controls with the appropriate vendor, Prairieland Controls, through the spring, summer and winter of 2006. Unfortunately, problems in the system continued to occur on a more frequent basis. Staff has not been pleased with the responsiveness
or quality of work that Prairieland Controls has provided. They often do not return phone calls promptly and are not able to service problems in a time frame that meets Town expectations.

Over the winter months the museum experienced several instances where the heat was not operating on a particular floor. In one instance Prairieland Controls was not able to respond to the problem for multiple days. This prompted staff to call Xcell Mechanical Systems, who operates HVAC equipment in a number of other Town facilities. At that time Xcell expressed the opinion that the control system was inadequate for the type of HVAC equipment that the museum operated. They suggested that a new control system would be needed to avoid ongoing HVAC problems.

Before acting on this recommendation, Town staff asked the Farnsworth Group to monitor electricity usage in the building. The intent of this exercise was to determine whether or not power surges or high electrical voltage may have been causing the problem, as opposed to an inadequate control system. Farnsworth monitored electrical voltages for two weeks and determined that voltage levels did not appear out of the ordinary for the building.

**DISCUSSION/ANALYSIS**

Town staff believes that by replacing the HVAC controls, many of the HVAC related problems that have been occurring in the museum would cease. The controls proposed by Xcell Mechanical Systems are better equipped to deal with the complex HVAC components of the museum. They also provide added features such as a modem that will allow problem diagnoses without sending a service representative to the museum. Included in the $16,557 price is a 2 year parts and labor warranty as well as training for Town personnel.

Town staff is also much more comfortable working with Xcell Mechanical Systems, as they have historically provided quality, reliable service to the Town. Xcell Mechanical Systems has provided and continues to provide reliable service to the Town’s Community Activity Center and the Normal Theater.

While this is not a budgeted expense, staff feels that it is critical to maintaining the quality museum experience that we strive to provide on a daily basis. The new controls system will greatly reduce service costs that have been all too frequent this past year. Similarly, staff believes that the controls will more efficiently handle the complex HVAC equipment, thus reducing electrical usage and related utility bills.
Xcell Mechanical Systems

Phone 309-359-3084 • Fax 309-359-4086
xcellmechsyst.com

John Schoenbrun
Children's Discovery Museum
101 E. Buford
Normal, IL

MS0107-11
March 22, 2007

We are pleased to offer for your consideration the following proposal:
Furnish and install new BACnet based direct digital control to the new building. Including the following:
Remove existing Alerton controls. And day night time clocks
Roof top units 01,2,3A,3B
Install new 12 output and 16 input DDC controller with the following room sensor, discharge and return air sensors, Hand off auto switching on controller, phone modem, new communication wire, BACnet software, training and setup. 2 year parts and labor warranty.

For the sum of: .................................................................$16,557.00

By  
Mike Strauman
President

ALL APPLICABLE TAXES, PERMITS, ADDITIONAL INSURANCE, BONDS AND SHIPPING CHARGES ARE NOT REFLECTED IN QUOTED AMOUNT.
THIS QUOTE REFLECTS LABOR COMPLETED BETWEEN THE HOURS OF 8:00 A.M. - 4:30 P.M., MONDAY - FRIDAY, NOT INCLUDING HOLIDAYS. LABOR COMPLETED OUTSIDE THE STATED HOURS, ON HOLIDAYS OR WEEKENDS WILL BE SUBJECT TO ADDITIONAL LABOR CHARGES.
ALL QUOTES ARE SUBJECT TO CREDIT APPROVAL PRIOR TO START UP OF PROJECT OR DELIVERY OF EQUIPMENT.
COMPANY PURCHASE ORDERS MUST REFER TO OUR QUOTES TERMS & CONDITIONS. TERMS: INSTALLATION QUOTES 35% UPON ORDER, 35% UPON RECEIPT OF MATERIAL AND PROGRESS BILLING TILL COMPLETION SERVICE QUOTES TIME & MATERIAL NET 15 DAYS. EQUIPMENT ONLY QUOTES 50% UPON ORDER, 50% UPON RECEIPT OF MATERIAL. PAST DUE BALANCES ARE SUBJECT TO A 1.5% PER MONTH FINANCE CHARGE. ALL COSTS INCURRED TO COLLECT PAST DUE INVOICES WILL BE THE RESPONSIBILITY OF THE APPLICANT COMPANY. QUOTES CANCELED AFTER EQUIPMENT HAS BEEN ORDERED WILL INCUR A 25% RESTOCKING FEE.
ASBESTOS REMOVAL OR DISPOSAL IS NOT INCLUDED IN THIS QUOTE.
THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 10 DAYS FROM THE PROPOSAL DATE OR IS THEN SUBJECT TO REVIEW.

ACCEPTED BY: ____________________________ DATE: ____________________________

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THE BOILER PEOPLE
Visit our website at www.xcellmechsyst.com
**TOWN COUNCIL ACTION REPORT**

March 29, 2007

**Motion to Waive the Formal Bid Process and To Authorize the Purchase of A Modular Playground for the Fairview Elementary PTO From Recreation Concepts Inc. Under the US Communities Purchasing Program**

**PREPARED BY:** Garry Little, Director of Parks and Recreation  
**REVIEWED BY:** Mark R. Peterson, City Manager  
**BUDGET IMPACT:** Funds in the amount of $21,100 are available in line item #001-8515-452.26-10 for playground maintenance, of which approximately $6,500 will be spent on the surfacing and edging materials for this project. The $15,709.79 cost for the playground equipment purchase will be reimbursed to the Town by the Fairview Elementary PTO.

**STAFF RECOMMENDATION:** Approval  
**ATTACHMENTS:** Playground Layout

**BACKGROUND**

The Town of Normal Parks and Recreation Department was approached last fall by representatives of the Fairview Elementary Parent Teacher Organization asking for the Town's assistance in the replacement of a playground at the Unit 5 School. The PTO has been able to raise approximately $16,000 to replace the aging equipment at the school, but did not have the funds for the installation of the equipment and the required safety surfacing. The representatives asked if the Parks and Recreation Department would assist with the installation and safety surfacing since funds were not available within the Unit 5 budget for the school.

The Parks and Recreation Department was interested in having new equipment at Fairview Elementary due to the recreation programs that we operate at the school, including the Before and After School Program. The site is also used as an alternate site for our Fairview Day Camp program during inclement weather or when other activities are occurring in Fairview Park.

Staff worked with the PTO to design a playground that would provide as much impact and play opportunities for the amount of funds that the PTO was able to raise through their numerous fundraising events. Staff from the Parks and Recreation Department then met with the Unit 5 Facilities Committee to review the project before it was submitted for approval by the Unit 5 School Board.
DISCUSSION/ANALYSIS

The Town, through its membership in the US Communities Playground Purchasing Program, was able to obtain a price of $15,709.97 from Recreation Concepts Inc. which saved the PTO and Unit 5 approximately $2,000 over the list price of the equipment. With approval by Council, the Town will purchase the equipment and then be reimbursed by the Fairview PTO.

In addition to the purchase of the equipment, the Town will provide the labor for the installation of the equipment and an estimated $6,500 for safety surfacing and wood edging. The Town has worked with other Unit 5 Schools including Prairieland and Grove Elementary schools to install playground equipment and provide safety surfacing. The funds to purchase the safety surfacing and wood edging are budgeted in the Park Maintenance budget in line item #001-8515-452.26-10.

Staff recommends that Council approve this cooperative project to provide a new playground for the students of Fairview Elementary School, as well as the participants in the Parks and Recreation programs and area residents.
**Recreation Concepts Inc.**  
P.O. Box 580  
Dover, DE 19904  
Phone Number: (302) 554-3890  
Fax Number: (302) 554-3750

---

**Fairview School**  
Quote Number: 41316  
Quote Date: 3/26/2007

Town of Normal  
Attn: Garry Little  
611 South Linden  
Normal, IL 61761  
Phone: 309-454-9540

<table>
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<tr>
<th>Stock #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>RDU PrimeTime Modular Unit (see attached drawings)</td>
<td>1</td>
<td>$14,509.88</td>
<td>$14,509.88</td>
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</table>

Materials Only Quotation. Pricing reflects US Communities pricing contract.  
Contract: USC

Salesman's Signature

Customer's Signature

---

Total Amount: $15,709.97
Motion to Waive the Formal Bid Process and Authorize the Purchase of Seven Automobiles Through the 2007 Central Illinois Mitsubishi Cooperative Purchasing Program

PREPARED BY: Geoff Fruin, Assistant to the City Manager
REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: The proposed vehicle purchase will result in an expenditure totaling $152,474. $144,256 is budgeted in various lines of the Vehicle Reserve Fund for the purchase of these seven automobiles. Not included in the budgeted amount is the resale value of the vehicles that are going to be replaced as a result of this purchase.

STAFF RECOMMENDATION: Approval

BACKGROUND

In the spring of 2005, the Central Illinois Mitsubishi Task Force announced the creation of a cooperative purchasing program that would encourage businesses and local governments in Central Illinois to purchase vehicles that are manufactured at the McLean County automotive plant. The Task Force felt that such a program would help to clearly show the region’s support for the workers at Mitsubishi and that it would also serve as a tangible demonstration of the confidence in the quality of the products being produced by those employees.

The purchasing program was developed in collaboration and with the support of local and national Mitsubishi representatives. It offers eligible participants attractive pricing discounts on all locally produced Mitsubishi vehicles. In 2005, the Town of Normal purchased eight vehicles through this program. Similarly, in 2006 the Town purchased six additional vehicles through this program.

The approved FY 2007-08 budget includes funding for the replacement of multiple vehicles in various Town departments. After a careful review of vehicle specifications and departmental needs, staff believes that seven of the budgeted vehicles could be replaced by locally produced Mitsubishi automobiles. The seven vehicles identified by staff are all Mitsubishi Endeavors and would be used by Inspections (2), Parks and Recreation (2), Police (2) and Engineering (1).

DISCUSSION/ANALYSIS

Town staff has been extremely pleased with the Mitsubishi purchases that the Council authorized in 2005 and 2006. The vehicles have performed exceptionally well and we have experienced few, if any, maintenance issues. The quality of the previously purchased Mitsubishi vehicles, as well as the
competitive pricing of 2007 vehicles, has led staff to support additional purchases through the Central Illinois Mitsubishi Cooperative Purchasing Program.

After a pricing and specification review, staff believes that seven vehicles due for replacement this fiscal year could be replaced with Mitsubishi Endeavors. The two Endeavor trim levels that are being proposed for purchase are being offered at discounts of over $6,500 off of the manufacturers suggested retail price (MSRP). The most comparable vehicle to the Endeavor that is currently available via the state joint purchasing program is the hybrid Ford Escape, which is being offered at a price about $2,100 more than the Mitsubishi Endeavor. While non-hybrid related specifications on the vehicles are fairly comparable, the warranty on the Mitsubishi Endeavors is superior to that offered with the Ford Escapes. Mitsubishi offers a standard limited warranty of 5 years/60,000 miles, a powertrain limited warranty of 10 years/100,000 miles, and an anti-corrosion and perforation warranty of 7 years/100,000 miles. In comparison, Ford offers a 3 year/36,000 mile basic warranty, a 5 year/60,000 miles powertrain warranty, and an 8 year/100,000 mile battery and hybrid system warranty.

In the 2007 annual Consumer Reports vehicle ratings report, the Mitsubishi Endeavor is listed as a ‘recommended buy’. Contrarily, the Ford Escape is not listed as a ‘recommended buy’ due to a “tip-up in the government rollover test”.

The anticipated purchase price of these seven vehicles is $152,475. The approved budget contains funds totaling $144,256 for the purchase of these seven vehicles. In addition, it is expected that the Town will realize additional revenue from the resale of six of the seven vehicles that will be replaced by the Mitsubishi Endeavors. The vehicles being replaced will be sold at the Town’s annual public auction in May.

Town staff strongly supports purchasing the Endeavors through the 2007 Central Illinois Mitsubishi Cooperative Purchasing Program. Staff believes the competitive price, superior warranty and proven quality of the Endeavor are well worth the investment. Additionally, the purchase of locally produced automobiles has an intangible benefit in that it clearly demonstrates the confidence that the Town has in the quality of the products being produced daily at the local Mitsubishi automotive manufacturing plant.
Motion to Accept Bid From Hoerr Construction, Inc. and Award a Contract in the Amount of $834,334.50 for the Firestone Sanitary Sewer Phase III Project and to Approve a Budget Amendment

PREPARED BY: Gene Brown, City Engineer

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: Funds totaling $488,455.00 are budgeted in line item 507-7520-432.65-16 in FY-07 ($263,455) and FY-08 ($225,000) for this work. This leaves a budget shortfall of $345,880. Staff is recommending a budget amendment to allocate an additional $100,000 from the Sewer Fund and, the remaining balance, of $245,880 from the Debt Service and Project Reserve Fund (formerly called the Food and Beverage Tax Fund). The latter transfer would be considered a loan from the Debt Service and Project Reserve Fund to the Sewer Fund. We anticipate that the Sewer Fund will be able repay this internal loan no later than FY 10-11. This internal loan is necessary due to insufficient reserves within the Sewer Fund to cover the entire project cost overrun. The Town will eventually recoup 100% of the costs of this project from sanitary sewer tap-on fees which will be received as new development within the service area of this sewer occurs.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Bid Tabulation
Location Map

BACKGROUND

Firestone Sanitary Sewer Phase III is the final phase of the extension of the Firestone Sanitary Sewer trunk sewer that serves much of east Normal from approximately College Avenue on the south to I-55 on the north, and from Blair Drive on the west to North Pointe Drive on the east. The first two phases of this sewer were completed in 1968 and 1999 respectively.

Phase III consists of the installation of approximately 7000’ of 8” – 18” diameter sanitary sewer from Old Route 66 northward to approximately 1100’ north of Raab Road, then west to approximately 1600’ west of Towanda Avenue in Wintergreen Subdivision. This sewer will serve an area of approximately 500
acres bounded by I-55 on the north to Old route 66 on the south, and Veteran’s Parkway on the east to approximately Henry Street on the west.

Plans were designed and specifications prepared by Lewis, Yockey and Brown, Inc. of Bloomington, IL. Staff has spent several years negotiating with various property owners for the required easements to complete this work. The last required easement was approved by council at the February 5, 2007 meeting.

Five contractors expressed interest in this project and took out bid packages for this project.

**DISCUSSION/ANALYSIS**

Bids for the subject project were received, opened and read on Wednesday, March 21, 2007 at 11:00 a.m. Two bids were received and are summarized below.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BASE BID</th>
<th>TOTAL BID W / ALTS. IN LIEU OF ITEMS 5, 11, 12</th>
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<tbody>
<tr>
<td>Hoerr Construction, Inc.</td>
<td>$834,334.50</td>
<td>$836,552.50</td>
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<tr>
<td>Peoria, IL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stark Excavating, Inc.</td>
<td>$1,250,051.70</td>
<td>$1,254,571.90</td>
</tr>
<tr>
<td>Bloomington, IL</td>
<td></td>
<td></td>
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<tr>
<td>Engineer’s Estimate</td>
<td>$646,670.00</td>
<td>$666,980.00</td>
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</table>

Engineering has analyzed the bid documents and have found them to be acceptable. The low bid is twenty-nine per cent (29%) over the engineer’s estimate. The low bid is also approximately 71% over the project budget. The engineer’s estimate was established relatively recently, long after the project budget was established. The engineer’s estimate reflected current costs associated with materials and labor that were not anticipated when the budget estimate was developed. Engineering has discussed the bids with both contractors who submitted bids, and with one contractor who did not, for reasons why the bids far exceeded the engineer’s estimate.

Several contractors expressed concerns about whether they could complete the job in the allotted seventy-five (75) working days allowed by the contract. Seventy-five working days is approximately fifteen weeks which is adequate time to complete this work in my and our consultant’s opinion. The low bidder also expressed that he felt he could complete the work in the allotted time. The other contractors I spoke with felt they may not be able to complete the project in the time allotted because of their current workload for projects already under contract in the public and private sectors.

Another factor influencing the bids was with the depth of some portions of the sewer exceeding 25’ existing soil conditions can greatly influence the cost of installation of the sewer. Potential bidders often dig test holes in areas of concern. I believe one contractor did some exploratory excavations but I do not know the results or their conclusions.

The final reason for the bid results is the ongoing problem of their being relatively few contractors in the area capable of completing this type of project which greatly affects the competitive bidding process.

Staff does not feel re-bidding the project would result in significant changes in the prices received unless the completion date was extended considerably. The Town has an obligation to get this sewer installed this summer as several projects that are currently under construction including the McLean County Assisted Living Center connect to this sewer. Phases of Wintergreen Subdivision and Evergreen Village
P.U.D. have been approved and are under construction that also connect to this sewer. Therefore, staff recommends the bid be awarded to Hoerr Construction, Inc. in the amount of $834,334.50, and a budget adjustment be approved in the amount of $100,000.00 from the Sewer Fund and $245,880.00 from the Debt Service and Project Fund. The latter transfer will be repaid from the Sewer Fund as soon as possible. Ultimately, the Town will recoup the entire cost of this sanitary sewer extension from tap-on fees when new development occurs in this area.
## BID TAB

**FIRESTONE SANITARY SEWER PHASE III**  
**WEDNESDAY, MARCH 21, 2007  11:00 A.M.**  

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Units</th>
<th>Quantity</th>
<th>Engineer's Estimate</th>
<th>Hoerr Construction, Inc.</th>
<th>Stark Excavating, Inc.</th>
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<tr>
<td>1</td>
<td>18&quot; Dia. E.S.V.C.P.</td>
<td>L.F.</td>
<td>136</td>
<td>$70.00</td>
<td>$9,520.00</td>
<td>$147.00</td>
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<td>2</td>
<td>15&quot; Dia. E.S.V.C.P.</td>
<td>L.F.</td>
<td>3329</td>
<td>$60.00</td>
<td>$199,740.00</td>
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<td>12&quot; Dia. E.S.V.C.P.</td>
<td>L.F.</td>
<td>16</td>
<td>$50.00</td>
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<td>4</td>
<td>8&quot; Dia. E.S.V.C.P.</td>
<td>L.F.</td>
<td>1460</td>
<td>$42.00</td>
<td>$61,320.00</td>
<td>$70.25</td>
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<td>5</td>
<td>12&quot; Dia. E.S.V.C.P. (Special)</td>
<td>L.F.</td>
<td>2016</td>
<td>$70.00</td>
<td>$141,120.00</td>
<td>$78.25</td>
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<td>6</td>
<td>Manhole, 4' Dia. (Standard)</td>
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<td>11</td>
<td>$3,800.00</td>
<td>$41,800.00</td>
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<td>7</td>
<td>Manhole, 4' Dia. w/ Neenah R-1916-C F &amp; G</td>
<td>Each</td>
<td>9</td>
<td>$4,000.00</td>
<td>$36,000.00</td>
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<td>8</td>
<td>Drop Manhole Connection</td>
<td>Each</td>
<td>3</td>
<td>$1,500.00</td>
<td>$4,500.00</td>
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<td>9</td>
<td>12&quot; Dia. Plug</td>
<td>Each</td>
<td>2</td>
<td>$125.00</td>
<td>$250.00</td>
<td>$212.00</td>
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<td>10</td>
<td>8&quot; Dia. Plug</td>
<td>Each</td>
<td>3</td>
<td>$100.00</td>
<td>$300.00</td>
<td>$279.00</td>
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<td>11</td>
<td>6&quot; Dia. Plug</td>
<td>Each</td>
<td>1</td>
<td>$100.00</td>
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<td>$88.00</td>
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<td>12</td>
<td>Exploratory Trench</td>
<td>L.F.</td>
<td>70</td>
<td>$10.00</td>
<td>$700.00</td>
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<td>Granular Trench Backfill - 12&quot; Dia. Sewer</td>
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<td>$56,700.00</td>
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<td>19</td>
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<td>9</td>
<td>$5.00</td>
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<td>$9.00</td>
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<td>20</td>
<td>Removal &amp; Disposal of Unsuitable Material</td>
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<td>21</td>
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<td>$21,400.00</td>
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**TOTAL BID**  
$646,670.00  
$834,334.50  
$1,250,051.70

**ALTERNATES**

| A1 | 12" Dia. Class 53 D.I.P.(as laternate to 12" Dia. E.S.V.C.P. (Special), Item 5) | L.F. | 2016 | $80.00 | $161,280.00 | $79.25 | $159,768.00 |
| A2 | 6" Dia. Plug (w/item A1 in lieu of Item 11) | Each | 1    | $100.00 | $100.00 | $115.00 | $115.00 |
| A3 | 12" x 6" Tee (w/item A1 in lieu of Item 12) | Each | 1    | $300.00 | $300.00 | $400.00 | $400.00 |

**TOTAL BID W / ALTERNATES**  
$666,980.00  
$836,552.50  
$1,254,571.90
Resolution Waiving the Formal Bidding Process and Authorizing the Purchase of Portable Changeable Message Signs from Bloomington Highway Technologies in Association with the Uptown Construction Projects

PREPARED BY: Wayne A. Aldrich, Uptown Development Director

REVIEWED BY: Mark R. Peterson, City Manager
              Mike Hall, Public Works Director
              Steve Gerdes, Water Director

BUDGET IMPACT: Funding in the amount of $33,600 was approved as part of the Phase I Underground Infrastructure Project. Additional funding of $550 is available from funds approved by the Town Council on February 5, 2007 for supplemental and contingency items.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Purchase Quote, Equipment Specification Sheet

BACKGROUND

On February 5, 2007, the Town Council authorized a contract with Stark Excavating, Inc. for the Phase I Uptown Utility Replacement Project. Included in this contract is a pay item for changeable message signs. Changeable message signs are often used on major road construction projects to display information to motorists regarding construction, lane closures and other traffic related issues. They are capable of displaying messages or graphic images and may be easily adapted to various situations where information must be given to motorists.

The Phase I contract included a monthly payment for two (2) changeable message signs with an anticipated 8-month use for a bid price of $2,100 per month for each sign. For this price the contractor would lease the signs from a traffic control company (United Rentals/Bloomington Highway Technologies) and would move them as required.

At the contract unit price for two message signs for 8 months, the cost to the Town would be $33,600. For nearly the same price the Town could purchase two (2) new message signs that conform to the required specifications. If the Town purchased portable changeable message signs, they could be used not only for this project but for future Uptown construction projects as well. When construction in the Uptown is complete, the message signs could also be used by Public Works, the Water Department, or Parks and Recreation to assist with other Town projects as needed.
DISCUSSION/ANALYSIS

Town staff has contacted Bloomington Highway Technologies, the supplier for the changeable message signs who bid on this particular project, and has negotiated a price of $34,150.00 for two Sunray “Street Machine” signs. This price represents a recommended package of two (2) basic machines, including a locking lug nut option (to prevent removal of the wheels) and delivery. Other options such as digital cell phone access kit (allows programming from a remote location by cell phone) and radar/strobe kit (displays speed of traffic and flashes a strobe if recommended speed is exceeded) may be purchased and installed later but are not recommended at this time. Bloomington Highway Technologies is also providing the message signs currently being used on the project free of charge until the new signs arrive.

These message signs will conform to all the specifications included in the contract and will contain the most recent technologies, including solar power. The message signs come with pre-programmed messages/graphics and are easily programmed in the field to display specific information. A brochure describing the equipment is attached. Town staff recommends the purchase of two message signs for a total cost of $34,150.00 for the Uptown construction project.
RESOLUTION NO. _________

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF PORTABLE CHANGEABLE MESSAGE SIGNS FROM BLOOMINGTON HIGHWAY TECHNOLOGIES IN ASSOCIATION WITH THE UPTOWN CONSTRUCTION PROJECTS

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town of Normal has entered into a contract with Stark Excavating, Inc. for the Phase I Uptown Utility Replacement Project; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to engage the services of Bloomington Highway Technologies for the purchase of portable changeable message signs in association with the Uptown construction projects.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the formal bidding process for the purchase of portable changeable message signs from Bloomington Highway Technologies in association with the Uptown construction project be waived and that the City Manager is hereby authorized to negotiate and enter into a contract with Bloomington Highway Technologies for the purchase of portable changeable message signs in association with the Uptown construction projects for a cost not to exceed $34,150.

ADOPTED this ____ day of __________________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

____________________________________
Town Clerk

(Seal)
# Highway Technologies

410 East Lafayette Street, Bloomington, IL 61701
(309) 828-0851, Fax (309) 827-7866

Quote Date: 3/22/2007
Customer Name: Town of Normal
Attention: Wayne Aldrich, PE
Address: 100 E. Phoenix Ave. Normal, IL 61761
Phone #: (309) 454-9760
Fax #: (309) 454-2366
Job Location: Mini Message Sign Quote

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>105973.1</td>
<td>2</td>
<td>Sunray Street Machine Portable Message board</td>
<td>$16,750.00</td>
<td>$33,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Basic Machine and software as Demonstrated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>105973.1</td>
<td>2</td>
<td>Sunray Street Machine Portable Message board</td>
<td>$18,250.00</td>
<td>$36,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes Radar and Strobe Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Digital Cell Kit</td>
<td>$1,215.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Motion Alarm</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Locking Lug Nuts</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pneumatic Tube &amp; Traffic Counting Software, for Radar Use of Demonstration Machine until Delivery</td>
<td>$371.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(1) Year all parts and Labor Warranty</td>
<td>Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(1) Day Factory Rep Training</td>
<td>Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delivery from California Factory to Normal, (1 to 3 Units)</td>
<td>$600.00</td>
<td></td>
</tr>
</tbody>
</table>

Remarks: Shipping to be approximately 4 to 5 weeks ARO and is valid until 4/30/07.
The Bloomington Branch of Highway Technologies, Inc, formally United Rentals, will be the local representative for questions, comment, and coordination with the Manufacturer even after Manufacturers warranty has expired.

Quoted By: Joe Osborne, Branch Manager, Bloomington Highway Technologies

Signed: [Signature]
Date: 3/22/07

Accepted By: [Signature]
Date:
National Signal continues to design the finest in PCMS applications using the latest in LED technology. The Sunray™ Street Machine is another fine addition to our Display Products brand of traffic message products. Designed for use on city streets or highways, it is easily transported and simple to operate, providing a variety of bright, multiple message and communication features to meet the most stringent requirements.

- Designed for city/town or highway usage.
- Trailer mounted.
- AllInGaP LED technology.
- Hundreds of pre-programmed messages, MUTCD symbols, and operator-created messages.
- Optional electric solar panel tilt feature.
- Electro-hydraulic sign panel.
- Environmentally friendly.
- Cost effective.
- Reliable and easy to operate.
- NTCIP compliant.
- Optional Speed Display Feature

**SPECIFICATIONS**

**Signal Panel:**
- 3 line by 12 character maximum depending on font.
- Full Matrix LED - 28 pixels high by 48 pixels wide.
- 4 LEDs per pixel with 1.5" x 1.75" pixel spacing.
- 590 nm (amber) light output LED AllInGaP technology.
- Stores over 300 pre-programmed permanent messages, MUTCD symbols, and operator-created messages.
- Moving arrows, chevrons, and other graphics with auto-centering of messages.
- Unaffected by RF interference.
- 6 fonts from 7.5" to 36" character height.

Sign panel: 48" high x 96" wide (122 x 244 cm) fabricated from aluminum angle & sheeting.

Sign window: 1/8" UV stabilized, polycarbonate with matte finish on one side.

Legibility: 1200 ft. (367 m)

Light control: Manual or Automatic (31 levels of brightness/dimming).

Photoelectric cell: Mounted away from extraneous light.
**SPECIFICATIONS**

**Trailer Construction:**
- Heavy duty trailer, tubular steel construction, 2" removable ball hitch.
- 360° mast rotation, lockable in any position.
- Electro-hydraulic mechanism raises/lowers mast.
- Weatherproof, rust-resistant control and battery cabinets.

<table>
<thead>
<tr>
<th>Length</th>
<th>130&quot; (330 cm) with drawbar. 112&quot; (284 cm) without drawbar.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width with fenders</td>
<td>88&quot; (173 cm)</td>
</tr>
<tr>
<td>Height</td>
<td>144&quot; (366 cm) raised, overall w/solar panel. 134&quot; (340 cm) raised, to top of sign. 84&quot; (213 cm) raised, to bottom of sign. 81&quot; (206 cm) storage position.</td>
</tr>
<tr>
<td>Gross weight</td>
<td>1800 lb (820 kg)</td>
</tr>
<tr>
<td>Temperature range</td>
<td>-30°F to +165°F (-34°C to +74°C)</td>
</tr>
<tr>
<td>Relative humidity range</td>
<td>20% to 100%, non-condensing</td>
</tr>
<tr>
<td>Material</td>
<td>3&quot; x 3&quot; x 3/16&quot; tubular steel (76 x 76 x 4.75 mm)</td>
</tr>
<tr>
<td>Hitch</td>
<td>Rated to 6000 lb.</td>
</tr>
<tr>
<td>Axle</td>
<td>Straight tubular steel axle, 2000 lb (907 k) each.</td>
</tr>
<tr>
<td>Suspension</td>
<td>Two four-leaf springs, 1250 lb (567 k) each.</td>
</tr>
<tr>
<td>Wheels, tires</td>
<td>Five lug, F78 14ST 4-ply, load range C.</td>
</tr>
<tr>
<td>Fenders</td>
<td>16 gauge steel, walkable.</td>
</tr>
<tr>
<td>Drawbar</td>
<td>Removable, 2.5&quot; x 2.5&quot; (64 x 64 mm) 3/16&quot; tubular steel.</td>
</tr>
<tr>
<td>Safety chains</td>
<td>Two 5/16&quot; (8 mm) chains with safety hooks</td>
</tr>
<tr>
<td>Swing-away jacks</td>
<td>4 Adjustable 2000 lb (907 k) capacity</td>
</tr>
<tr>
<td>Tail lights</td>
<td>Dual combination reflective light with stop, tail and turn signal.</td>
</tr>
<tr>
<td>Paint</td>
<td>Long-lasting powder coat finish</td>
</tr>
</tbody>
</table>

**Battery/Solar:**
- Electronics disconnect when batteries reach 80% discharge.
- Default warning indication if batteries become discharged.

- Batteries | (4) 4d 220 Ahr deep cycle |
- Battery bank | Up to 1760 total amp hours |
- Solar array | Up to 1760 total amp hours |
- AC charger | 120 VAC 50 amp |

**Controller:**
Full matrix Street Machine Message Signs use our new UniCPU controller which supports a standard keyboard for ease of maintenance.

- Single board processing unit simplifies trouble-shooting and repair.
- Embedded, Windows-based, communications software is fully NTCIP compliant.

---

**OPTIONS**

- Remote communications: Cellular, CDPD, and/or landline - controls 1 to 127 signs.
- IntelliStat traffic counting package with Windows-based software.
- Radar speed display warning detection.
- Strobe light for overspeed detection.
- Motion-sensitive alarm
- Sighting scope to align sign case
- Laptop computer
- 3/16" Lexan sign window (replaces standard 1/8" Lexan).
- 75 Amp, 120 VAC battery charger
- Custom paint - colors to meet specs
- Extendable outriggers
- Torsion suspension
- Electric brakes
- Locking lug nuts
- Axle lock
- 6 or 7-pin connector harness for hitch
- 2 1/2" or 3" pintle ring (replaces 2" ball)
- Combo hitch: 2" (51 mm) ball & 3" (76 mm) pintle ring
- Adjustable height hitch (18" to 32")
- Electric actuator provides 120° tilt of solar panel
- Solar panel stores in a vertical position to optimize space and ease of travel.

---

Specifications subject to change at any time without notice.

Windows is a registered trademark of Microsoft Corporation. Pentium is a registered trademark of Intel Corporation. Copyright 2007 National Signal, Inc. All rights reserved. Printed in the United States.
Resolution Authorizing the Execution of a 3 Year Contract with S & N Fireworks Production of Lincoln, IL for the Annual Fourth of July Display

PREPARED BY: Doug Wiggs, Asst. Director of Parks and Recreation
REVIEWED BY: Garry Little, Director of Parks and Recreation
BUDGET IMPACT: $20,000 is available in Line Item #001-8510-451.20-10 for FY 2007-08, 2008-09 and 2009-10.
STAFF RECOMMENDATION: Approval
ATTACHMENTS: Proposed Resolution, S & N Proposal

BACKGROUND

The Town of Normal and the City of Bloomington have worked together to cooperatively sponsor the annual Fourth of July fireworks displays in each community. The displays are held in Fairview and Miller Parks, with an estimated attendance of 5,000 – 8,000 at each site. The shows are timed to shoot simultaneously to choreographed music on AM radio station WJBC. Each community has budgeted $20,000 for the 2007 display. State Farm has been a corporate sponsor for many years. This year, their contribution will be $8,000 to each community to help offset the cost of providing a high quality show.

DISCUSSION/ANALYSIS

In 2005, staff recommended and Council awarded a 3-year contract to Mad Bomber Fireworks Company to provide the annual show. The contract with Mad Bomber was cancelled by each of the City Councils after the July 4, 2005 show due to poor performance. Staff then re-bid the fireworks display and sent out bid information to the three primary providers of fireworks displays in this area. The three main suppliers in this area are S & N Fireworks, Mad Bomber Fireworks, and Melrose Pyrotechnics Company.

Recently, Parks & Recreation staff contacted a Melrose Pyrotechnics representative about possibly submitting a bid for the 2007 fireworks show and their staff indicated they have booked all the shows they are capable of handling and would not be able to accommodate another show on July 4, 2007. Based on the poor performance by Mad Bomber in 2005, staff believes the best option available is to stay with S & N Fireworks and offer an extended 3 year contract.

The Bloomington City Council approved the 3-year contract with S & N Fireworks at their meeting on March 12th of this year. In an effort to continue our cooperative show with the City of Bloomington, staff is recommending approval by the Town Council of a 3 year contract with S & N Fireworks of Lincoln, IL.
RESOLUTION NO. _______________

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH S & N DISPLAY FIREWORKS, INC.

WHEREAS, the Town of Normal is a Home Rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town of Normal agrees to purchase a fireworks package display from S & N Display Fireworks, Inc.; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an Agreement with S & N Display Fireworks, Inc. for said firework display.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President be and he is hereby authorized to execute for and on behalf of the Town of Normal Illinois, an Agreement with S & N Display Fireworks, Inc. for the provision of the fireworks display described in the 2007 Program for Normal, Illinois.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to attest to the signature of the President on said agreement and retain a fully executed original in her office for public inspection.

ADOPTED this ______ day of ________________________, 2007.

APPROVED:

________________________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

______________________________________
Town Clerk

(SEAL)
Exhibit A

AGREEMENT

This Agreement is made on this _____ day of ______________, 2007, between S & N Display Fireworks, Inc. (S & N) and Town of Normal (Customer). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: Customer agrees to purchase the package display as attached to this sheet for the sum of $20,000.00. Payment shall be as follows: $2,000.00 upon signing of this contract, and balance of $18,000.00 upon delivery. S & N reserves the right to make substitutions of equal or greater dollar value in the event that some of the materials are unavailable. Customer agrees to return all unused materials and equipment to S & N, undamaged, or if damaged or not returned, to pay for the same.

1. In the event that S & N determines that weather conditions on the presentation date are not suitable, the presentation shall take place on the next suitable night. If there is such a postponement, Customer agrees to pay S & N, in addition to the above, the greater of, any additional expenses incurred by S & N, or ten per cent (10%) of the total contract price.

2. Customer represents to S & N that it is familiar with all legal requirements of the jurisdiction where the presentation will take place regarding this type of fireworks presentation. Customer further agrees to secure, at its expense, all permits and approvals that may be required by any law, regulation, code or local ordinance of the jurisdiction where the presentation will take place.

3. Customer has relied on the representations of S & N as to the quality of its services and product. S & N warrants that the materials used in presentation are merchantable and fit for the intended purpose of this Agreement.

4. Customer agrees to provide a safe-zone security area for the presentation. This zone must meet NFPA Standards for safe-zone and fall-out of debris. Those standards call for a safe-zone of 70 feet per inch of shell, with a minimum distance of 300 feet in any direction. S & N assumes no liability for damages of any kind or nature within this designated area. Customer agrees to post appropriate no-entry warning signs near the perimeter of this area.

5. Customer’s agree to indemnify and hold S & N harmless for any loss, damages, claims or demands whatsoever arising out of Customer’s activities under this contract, including, but not limited to claims of Customer’s employees (whether as a worker’s compensation claim, third-party claim or otherwise. S & N agrees to indemnify and hold Customer harmless from any loss, damages, claims or demands, whatsoever arising out of S & N activities under this contract, including but not limited to claims of S & N employees whether as worker compensation claim, third party claim or otherwise.
6. If Customer fails to make payments as called for herein, Customer agrees to pay, a two per cent (2%) per month late payment fee on any outstanding balance, until paid in full. Time is of essence of this contract. If S & N is required to initiate collection proceedings against Customer, Customer shall be liable for the payment of all of S & N collection cost, including attorney’s fees. Customer and S & N agree that McLean County, Illinois is the proper venue to litigate any matter under this contract, and the parties hereby agree to submit to the jurisdiction of the court of competent jurisdiction of McLean County, Illinois for such purposes.

7. S & N agrees to execute the Contractor Certifications attached hereto and incorporated herein.

8. The S & N proposal dated March 1, 2007, attached hereto is incorporated herein and forms a part of this contract.

9. S & N agrees to provide proof of liability insurance meeting Customer approval. Customer shall be named an additional insured and S & N liability insurance shall be primary in the event of any third party claim arising out of S & N activities under this Agreement.

10. S & N agrees to provide the package display attached hereto for July 4, 2007, July 4, 2008 and July 4, 2009, at a price of $20,000.00 per performance. S & N agrees to include ten per cent (10%) free product in each year 2007, 2008 and 2009.

11. Customer may within thirty (30) days of a performance terminate this contract in the event Customer is dissatisfied with performance by S & N.

IN WITNESS WHEREOF, this contract is executed in duplicate on the date shown above.

S & N Display Fireworks, Inc.   Town of Normal

By _____________________________  By ___________________________
President

Attest:
______________________________
Town Clerk

Insurance ___________________________  Show Date: 7/4/07, 7/4/08, 7/4/09

Rain Date: ____________
Exhibit A

Contractor Certification

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

1. Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an “Equal Opportunity Employer” as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.

11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)

13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)

14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)

15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars ($100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)

16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: ________________________________________________

Date: ______________________________
Resolution Authorizing Execution of an Agreement for Design Development Services for the Healthy Kids, Healthy Choices Exhibit at the Children's Discovery Museum (Joe Fiacchino)

PREPARED BY: Pamela S. Reece, Assistant City Manager

REVIEWED BY: Garry Little, Director of Parks and Recreation

BUDGET IMPACT: There will be no budget impact to the Town as the Children’s Discovery Museum Foundation has funds available for the design of the Healthy Kids, Healthy Choices exhibit.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution

BACKGROUND

At your January 2, 2007 meeting, Council authorized an agreement with Mary Sinker in the amount of $21,000 for work associated with developing educational goals and exhibit content. Ms. Sinker has been working closely with museum staff to develop a plan for the Healthy Kids, Healthy Choices exhibit to be located on the first floor.

The Healthy Kids, Healthy Choices exhibit will consist of:
- the addition of a new “Treat Me Right” exhibit to promote diversity and respect
- the development of outdoor experiences in the existing fenced-in area on the south side of the museum
- the expansion and renovation of the existing market exhibit and nutrition café

The next phase of the Healthy Kids, Healthy Choices exhibit requires the services of an exhibit design professional that can transform the exhibit content into more detailed drawings, including elevations and CAD drawings. The work performed by the designer will then be used for fundraising purposes (colorful sketches depicting the future exhibit) as well as for exhibit fabrication.

DISCUSSION/ANALYSIS

The Children’s Discovery Museum Foundation Board met with Mr. Joe Fiacchino, an exhibit designer, on March 20, 2007. Mr. Fiacchino has worked with Ms. Sinker in the past and has extensive experience in children’s museum exhibit design. Mr. Fiacchino spent a number of years working as an exhibit designer with a nationally known exhibit fabrication firm before commencing his career as an independent designer.
Upon meeting with Mr. Fiacchino and discussing his vision for the Healthy Kids, Healthy Choices exhibit as well as his commitment to designing an exhibit that conforms to the vision of the Foundation Board, the Board voted to recommend Council authorize an agreement with Mr. Fiacchino for the next phase of design of the Healthy Kids, Healthy Choices exhibit.

Should Council approve the proposed resolution, Mr. Fiacchino will begin his work in transforming the exhibit content and vision into exhibit drawings. Those drawings will then be used by the Foundation Board for fundraising purposes. The detailed CAD drawings will eventually be used for exhibit fabrication. Prior to commencing the fabrication phase of the project, the Foundation Board will be conducting a request for proposals for fabrication services and will recommend a fabricator to the Council for completion of the exhibit.

For the current design development phase of the project, Mr. Fiacchino has proposed a fee of $47,600. The Children’s Discovery Museum Foundation currently has funds available for this project. As has been the process for other exhibit projects, the Town will enter into the contractual agreement and will then be reimbursed by the Foundation as expenses are incurred.
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR DESIGN AND DEVELOPMENT OF A PROJECT AT THE CHILDREN’S DISCOVERY MUSEUM

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government affairs; and

WHEREAS, the Town of Normal owns and operates the Children’s Discovery Museum; and

WHEREAS, the Town of Normal seeks to develop a “Healthy Kids Initiative” at the Museum; and

WHEREAS, the Children’s Discovery Museum Board has met with Joe Fiacchino and discussed the project; and

WHEREAS, Joe Fiacchino has submitted a proposal to the Town for the design, development and pre-production services regarding this project; and

WHEREAS, the Town wishes to engage Joe Fiacchino to design, develop and perform pre-production services for the Healthy Kids Initiative project.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: The City Manager is authorized to enter into an agreement on behalf of the Town of Normal for the design, development and pre-production for the Town’s Healthy Kids Initiative with designed Joe Fiacchino.

SECTION TWO: The agreement shall be in an amount of no more than $47,600.00 and shall provide that the Town may terminate the agreement early with compensation limited to fair and reasonable compensation for services rendered to that date.
SECTION THREE: Attached as Exhibit A is the proposal submitted by Joe Fiacchino.

ADOPTED this ___ day of __________________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of the
Town of Normal, Illinois

ATTEST:

___________________________________
Town Clerk

(seal)
Resolution Authorizing the Extension of an Electric Service to Serve the Hotel/Conference Center Parking Deck on the South Side of Broadway Avenue in the Amount of $12,410.00

PREPARED BY:   Wayne A. Aldrich, Uptown Development Director

REVIEWED BY:   Mark R. Peterson, City Manager

BUDGET IMPACT: Funds are not budgeted for this additional work; however, unobligated bond proceeds are available within the same fund 339-9825-466.55-60 to cover this amount.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Proposal from Anderson Electric

BACKGROUND

In order to provide electric service to the Marriott Hotel and Conference Center Parking Deck, it is necessary for AmerenIP to install a utility pole on the north side of the railroad tracks. From there, the electric lines will proceed underground in a conduit system to an electric transformer located near the intersection of Broadway and Beaufort to serve the parking deck. This work is included in the cost of the hotel/conference center parking deck.

Originally, the plans had anticipated the lines would run on the west side of Broadway from the tracks to the intersection. However, anticipating the future electric service for the Multi-Modal Transportation Center, AmerenIP now recommends that the utility pole be placed on the east side of Broadway north of the tracks and that conduits be installed under Broadway to serve the transformer for the Hotel/Conference Center parking deck. This installation will be a more efficient way to serve both the Hotel/Conference Center parking deck and the proposed Multi-Modal Transportation Center.

DISCUSSION/ANALYSIS

In order to perform this work, the electrical sub-contractor for the Hotel/Conference Center project, D&H Electric/Anderson Electric, has submitted a price to the general contractor (CORE Construction Co.) in the amount of $11,819 to bore under Broadway and install the necessary electrical conduits. If this work is approved, it will be handled as a change order to the Hotel/Conference Center project through Hammons and CORE Construction. CORE will also add a standard 5% general contractor mark-up to the price quoted by Anderson Electric for a total cost of $12,410. As this modified installation will provide a more efficient electric service for both the Hotel/Conference Center parking deck and the Multi-Modal Transportation Center, staff recommends approval.
RESOLUTION NO. __________________

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE EXTENSION OF ELECTRIC SERVICE TO SERVE THE HOTEL CONFERENCE CENTER PARKING DECK ACROSS BROADWAY AVENUE IN THE AMOUNT OF $12,410.00

WHEREAS, the Town of Normal is a Home Rule Unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, in order to provide electric service to the Marriott Hotel and Conference Center Parking Deck, it is necessary for AmerenIP to install a utility pole north of the railroad tracks with the electric lines proceeding underground in a conduit system to an electric transformer located near the intersection of Broadway and Beaufort; and

WHEREAS, anticipating the future electric service for the Multi-Modal Transportation Center, Ameren recommends that the utility pole be placed on the east side of Broadway north of the tracks and conduits installed underneath Broadway to serve the transformer for the Hotel/Conference Center Parking Deck.

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Normal to extend the electric service to serve the Hotel/Conference Center Parking Deck to more efficiently serve both the Hotel/Conference Center Parking Deck and the Multi-Modal Transportation Center.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That a change order in the amount of $12,410 for extension of electric service to serve the Hotel/Conference Parking Deck across Broadway Avenue be approved.

ADOPTED this _____ day of _____________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

____________________________________
Town Clerk

(seal)
March 19, 2007

Mr. Phil Halcomb
CORE Construction Company
866 North Main Street
Morton, IL 61550-0106

Re: Marriott Hotel Project
Ramp Electrical Service Extension

Dear Phil,

Enclosed please find our worksheet for the estimated additional costs to extend the parking ramp primary electrical service to the Ameren-Illinois Power service pole which will now be located on the East side of Broadway.

In addition, our price includes a tap box and elbows on the East side of the street per the Ameren-Illinois Power requirement.

Please note that we intend to bore under Broadway Street and install conduits from the East to the West side. We expect to use a sub-contractor for this portion of the work.

Please let me know how the Town of Normal wishes to proceed and please feel free to contact me with any questions.

Sincerely,

ANDERSON ELECTRIC, INC.

[Signature]
David E. Bruce
Vice President
## Pricing Sheet

**Job:** Marriott H+CC  
**Work:** Extend Ramp Service Access Boundary

### Table

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
<th>Material Price</th>
<th>Per</th>
<th>Material Ext.</th>
<th>Labor Unit</th>
<th>Per</th>
<th>Labor Ext.</th>
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<tr>
<td>4&quot; GHS Long 90° Elbow</td>
<td>6</td>
<td>88.80 E</td>
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<td>532.80</td>
<td>1.18 E</td>
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<td>4&quot; PVC Female Adapter</td>
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<td>4&quot; Galv. Bushing</td>
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<td>1/2&quot; PVC Conduit</td>
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<td>Pipe Under Broadway</td>
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<td>50000.00 E</td>
<td></td>
<td>50000.00</td>
<td>200 E</td>
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<td>3/4&quot; 1/0 Ground Rod</td>
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<td>21.87 E</td>
<td></td>
<td>21.87</td>
<td>200 E</td>
<td></td>
<td>4000.00</td>
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<tr>
<td>3/8&quot; Bar Cun</td>
<td>10</td>
<td>3100.00 M</td>
<td></td>
<td>3100.00</td>
<td>45 E</td>
<td></td>
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<tr>
<td>Ground Rod Clamp</td>
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<td>11.45 E</td>
<td></td>
<td>11.45</td>
<td>11 E</td>
<td></td>
<td>121.50</td>
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<tr>
<td>PVC Cement</td>
<td>1</td>
<td>13.32 E</td>
<td></td>
<td>13.32</td>
<td></td>
<td></td>
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<tbody>
<tr>
<td>Total</td>
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</table>

**Markup:** 10%  
**Tax:** 0%  
**Subcontract:** 5700.00  
**Markup:** 10%  
**Labor @ $60:** $165.80  
**Markup:** 10%  
**Total:** $1190.00

**Cost:** $1190.00

PREPARED BY: Gene Brown, City Engineer
REVIEWED BY: Mark R. Peterson, City Manager
BUDGET IMPACT: Construction Materials Testing Services are paid from various Capital Improvement Line Items and from the Engineering Divisions Contractual Services Line Item 001-7030-431.20-10.

STAFF RECOMMENDATION: Approval
ATTACHMENTS: Proposed Resolution, Cover Letters and Schedules of Proposed Rates, Fees Summary Sheet Comparing Rates

BACKGROUND

Terracon and TSC provide construction materials testing services for Town construction and subdivision development projects. These services consist mainly of asphaltic cement concrete and Portland cement concrete batch plant proportioning, soil density and moisture content testing, and concrete compressive strength testing.

Terracon and TSC both have local offices and available staff to complete the required work. We have had annual agreements with Terracon since 1988 and TSC since 2002. The Council approved similar agreements on February 20, 2006 with both firms for the 2006 construction season.

DISCUSSION/ANALYSIS

Rates for similar services vary between the two firms, but none of the rates quoted are outside industry norms. A comparison of rates is included in the attachments.

Terracon and TSC are more than qualified to provide the services required for the 2007 construction program. The Engineering Staff has a good working relationship with both firms and feels it would be in the Town’s best interest to have agreements with both Terracon and TSC, thereby allowing the utilization of both firms’ services for the 2007 construction season.
RESOLUTION NO. ______________

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH TERRACON AND TESTING SERVICE CORPORATION (TSC) FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE 2007 CONSTRUCTION SEASON

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town of Normal has received proposals for the delivery of construction material testing services for the 2007 construction season; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into agreements with Terracon and Testing Service Corporation for construction material testing services for the 2007 construction season.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President be and he is authorized to execute for and on behalf of the Town of Normal agreements with Terracon and Testing Service Corporation for construction material testing services for the 2007 construction season. Copies of said agreements are marked Exhibits A and B respectively, attached hereto and incorporated herein by reference.

ADOPTED this ____ day of __________________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

____________________________
Town Clerk

(Seal)
March 2, 2007

Mr. Gene Brown, Town Engineer
Town of Normal
100 E. Phoenix Avenue, P.O. Box 589
Normal, IL 61761-0589

RE: P.N. 37,787
2007 Construction Materials Testing Services
Normal, Illinois

Dear Mr. Brown:

In accordance with your February 27, 2007 Request for Proposal (RFP), Testing Service Corporation (TSC) is pleased to submit this proposal to provide Construction Materials Engineering Services for the 2007 construction season. The objectives of our services are to conduct and interpret tests, and to report our findings as directed by your project personnel and/or the specific project specifications.

As requested, unit rates to provide the required services are provided on the Schedule of Charges attached to this proposal. TSC’s General Conditions for Geotechnical and Construction Services along with a Rider which modifies these General Conditions are also attached.

Your consideration of our proposal is appreciated. We look forward to being of service to the Town of Normal during the 2007 construction season.

Respectfully Submitted,

TESTING SERVICE CORPORATION

[Signature]
Douglas P. Ramsey, P.E.
Branch Manager

DPR/kr

Approved and accepted for ______________________________________________ by:

___________________________________________
(NAME)

___________________________________________
(TITLE)

___________________________________________
(DATE)
TESTING SERVICE CORPORATION
SCHEDULE OF CHARGES
CME SERVICES

ITEM I PERSONNEL

A. Senior Project Engineer, P.E.
   Per Hour: $ 125.00

B. Project Manager/Field Engineer
   Per Hour: $ 95.00

C. Engineering Technician 3, Asphalitic cement concrete & Portland cement concrete batch plant
   Per Hour: $ 48.25

D. Engineering Technician 2
   Per Hour: $ 41.50

E. Engineering Technician 3, Asphalitic cement concrete & Portland cement concrete batch plant
   Over 500 tons per day
   Per Ton: $ 0.37

F. Miscellaneous Charges
   Shipping, equipment rental, outside labor, special permits, etc.
   Cost + 10%

   The time is portal-to-portal from the office servicing the project. Increase hourly rate by 13% for over 80 hours per day, Saturday and/or Sunday work. Holiday work is 1.5 times standard rate

ITEM II ASPHALT

A. Extraction analysis including aggregate gradation
   Each: $ 115.00

ITEM III AGGREGATES

A. Sieve Analysis (ASTM C-136)
   Each: $ 55.00

B. Analysis of materials finer than #200 sieve (ASTM C-117)
   Each: $ 70.00

ITEM IV EQUIPMENT

A. Nuclear Density and Moisture Measuring Equipment
   Per Day: $ 35.00

ITEM V SOILS

A. Standard Proctor Test
   -(ASTM D-698 Method A) 4-inch Mold
      Each: $ 125.00
   -(ASTM D-698 Method B, C, D) 6-inch Mold
      Each: $ 140.00
B. Modified Proctor Test

-(ASTM D-1557 Method A) 4-inch Mold
Each: $140.00

-(ASTM D-1557 Method B, C, D) 6-inch Mold
Each: $155.00

C. One Point Proctor
Each: $45.00

ITEM VI CONCRETE AND MASONRY

A. Compressive strength of cylinders (ASTM C-39)
   FOB our laboratory includes 6x12 inch single use molds
   Each: $12.00

B. Special capping for irregular surface
   (If cylinders are cast by others)
   Each: $15.00

C. Flexural strength of concrete beams FOB our laboratory
   Each: $30.00

D. Strip and cure cylinders not tested (hold)
   Each: $12.00

E. Concrete Coring

   -One man and machine, including generator
     Per Hour: $60.00

   -Diamond bit costs
     -3" - 5" diameter
     Per Inch: $3.00
     -6" - 7" diameter
     Per Inch: $6.00

F. Concrete core density, measurement and strength
   Each: $27.50
1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client’s intended purpose. Unless otherwise expressly assumed in writing, TSC’s services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC’s proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC’s normal markup for overhead and profit.

4. CLIENT’S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC’s services shall not include investigation for hazardous materials, nor shall TSC be responsible for the conditions set forth in the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation in the event that hazardous materials are discovered and identified by TSC. TSC’s sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client’s construction personnel will verify that the pad is properly located and sized to meet Client’s projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC’s recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC’s recommendations have been followed.

TSC’s services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC’s services shall not include the authority to accept or reject work or to intervene in any manner supervise the work of any contractor TSC’s services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. “Contractor” as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on experience, judgment and shall be recorded as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC’s report.

8. TERMINATION: This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date including reimbursable expenses.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts involved and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable local law, whichever is the lesser) until paid and TSC’s costs of collection of such accounts, including court costs and reasonable attorney’s fees.

10. WARRANTY: TSC’s professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices in performing its professional services. TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. The performance of its professional services TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC’s reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through and against Client and all parties claiming to have in any way relied upon TSC’s services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to $50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project whichever amount is greater.

In the event that Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the proceeding paragraph upon written request of Client received within five days of Client’s acceptance of TSC’s proposal together with payment of an additional fee in the amount of 5% of TSC’s estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to $500,000 or the amount of TSC’s fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. Indemnity: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys’ fees, arising, or allegedly arising, from personal injury, including death property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors in the execution of their work. TSC and Client shall defend each other against any actions brought against them and shall pay all costs, losses, judgments, and expenses, incurred in the defense of any such actions. If TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their respective shares of negligence or fault. TSC and Client agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC’s employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC’s then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC’s services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC’s right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC’s services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the parties agree to try in good faith to settle the dispute by mediation under the Constitution Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court In and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.
Rider to TSC General Conditions

The following provisions are incorporated into the TSC General Conditions.

1. Add the following to Paragraph 13.

   Notwithstanding the foregoing, client shall have no obligation to defend or indemnify TSC from any claim for which Client has immunity under Illinois law.

2. Make the following changes to Paragraph 15.

   Delete the reference to County of DuPage, Wheaton, Illinois. Change Northern District to Central District.
Project Data Sheet

TESTING SERVICE CORPORATION

General Information:

Project Name: ________________________________
Project Address: ______________________________
City/State/Zip: ________________________________
Telephone: ________________________________
Fax: ________________________________
Site Contact: ________________________________
Telephone: ________________________________
Fax: ________________________________

Send Invoices To:

Purchase Order No: ________________________________
Attention: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Telephone: ________________________________
Fax: ________________________________

Important Notes:

________________________________________
________________________________________
________________________________________

Completed By:

Signature: ________________________________
Name: ________________________________
Date: ________________________________

Distribution Reports as Follows:

Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Telephone: ________________________________
Fax: ________________________________

Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Telephone: ________________________________
Fax: ________________________________

Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Telephone: ________________________________
Fax: ________________________________

Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Telephone: ________________________________
Fax: ________________________________
March 22, 2007

Town of Normal
100 East Phoenix
Normal, Illinois 61761

Attention: Mr. Gene Brown
Town Engineer

RE: Proposal for Construction Observation and Testing Services
Annual Contract for 2007 Construction Season
Normal, Illinois
Terracon Proposal No. P1007006

Dear Mr. Brown:

We are pleased to submit our proposal to provide construction observation and testing services in conjunction with the above-referenced project.

A. PROJECT INFORMATION
The project will consist of various roadway construction and improvements throughout the Town of Normal.

B. SCOPE OF SERVICES
We understand that our services will be required in conjunction with:

- Laboratory testing and batchplant observation of portland cement concrete
- Laboratory testing and batchplant observation of asphaltic cement concrete
- Subgrade observation and testing (proofroll observation and in-place density testing).

Our services would be provided on an on-call basis to be arranged by your representative. Please submit the names of those persons authorized to request our services. Since our personnel will not be at the site on a resident basis, it will be the responsibility of your representative to advice Terracon when our services are needed. To ensure that appropriate level of technician is sent to the site, the services should be scheduled a minimum of one day in advance. We may be able to accommodate service requests on a short notice; however, the services will be charged in accordance with the level of the first available technician or engineer. Requests for services should be submitted to this office at 309-451-1718.

Results of all tests will be submitted verbally to authorized personnel at the site upon completion of the tests. Written summaries of tests and observations would also be submitted on a timely basis. Concrete compressive strength tests are submitted as the specimens are tested. Please advise us of
any specific reporting requirements for this project and provide us with a complete set of plans and specifications and any future modifications.

C. COMPENSATION
The billing for our services will be based on the actual work performed charged in accordance with the attached fee schedule. An Engineering Technician 2 would perform routine field testing of concrete and compacted fill. An Engineering Technician 3 would provide batch plant observation services. An Engineering Technician 3 or field engineer would observe proofrolling and foundation bearing materials. A project manager or senior project manager would provide supervision of our technical staff, coordinate the required tests and observations, and provide engineering consultation and report preparation services. A partial fee schedule pertaining to the proposed services is attached. Invoices would be submitted at approximately 1-month intervals. The billing for our services would be directed to Town of Normal, attention Mr. Gene Brown.

D. AUTHORIZATION
This proposal may be accepted by executing the attached Master Services Agreement and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

Thank you for the opportunity to submit this proposal. If you have any questions or if we may be of further service, please contact us.

Sincerely,
TERRACON

[Signature]

Nilesh R. Lal, P.E.
Project Manager

Copies to: Addressee (2)
(P1007006 doc)
FEESCHEDULE
MASTER SERVICE AGREEMENT
2007 Construction Season

PERSONNEL

Item 1. Services of Engineering Technician 2 ........................................... $40.00/hour*

Item 2. Services of Engineering Technician 3
Asphaltic Cement Concrete or Portland Cement Concrete
Batch Plant Proportioning .......................................................................... $45.00/hour*

Item 3. Services of Engineering Technician 3, Asphaltic Cement
Concrete Plant Proportioning (if over 500 tons per day) .................................. $0.37/ton

Item 4. Transportation Charges, private car or company vehicle .................. $0.45/mile

Item 5. Services of Senior Project Engineer (Registered) ............................ $130.00/hour

Item 6. Services of Project Manager/Field Engineer ..................................... $85.00/hour

Item 7. Miscellaneous Charges, including shipping charges,
Rental equipment, outside labor, materials, etc ........................................ Cost + 15%

All services are portal to portal.
*Four (4) hour minimum. Increase rate by 1.5 for Saturday, or regular days before 7:30 AM and after
4:30 PM. Increase hourly rate by 2.0 for Sunday and holiday work.

ASPHALT

Item 1. Extraction Analysis (including aggregate gradation) ......................... $160.00/each

Item 2. Maximum Theoretical Specific Gravity ........................................... $120.00/each

AGGREGATES

Item 1. Sieve Analysis (ASTM C-136) ...................................................... $95.00/each

Item 2. Analysis of Material finer than #200 Sieve (ASTM C-117) ............... $45.00/each

EQUIPMENT

Item 1. Nuclear Density and Moisture Measuring Equipment ...................... $45.00/day
Equipment charges are in addition to personnel charges

SOILS
Proposal for Construction Observation and Testing Services
Town of Normal, Illinois Annual Contract for 2007 Construction Season
Terracon Proposal No. P1007005
March 22, 2007

Item 1. Standard Proctor Test
   (ASTM D-698 Method A) 4 inch mold ........................................... $ 110.00/test
   (ASTM D-698 Method B, C, D) 6 inch mold ..................................... $ 120.00/test

Item 2. Modified Proctor Test
   (ASTM D-1557 Method A) 4 inch mold ........................................... $130.00/test
   (ASTM D-1557 Method B, C, D) 6 inch mold ..................................... $135.00/test

Item 3. One-Point Proctor ................................................................. $50.00/test

CONCRETE AND MASONRY
Item 1. Compressive Strength of 6”x12” Cylinders (ASTM C-39) FOB our
   laboratory ......................................................................................... 11.50/each**

Item 2. 6”x12” cylinder molds (single use) ............................................ No Charge

Item 3. Special capping for irregular surface (if cylinders are cast
   by others) ......................................................................................... $25.00/each

Item 4. Strip and cure cylinders not tested (Hold) ...................................... $11.50/each

Item 5. Flexural strength of concrete beam FOB our Laboratory ................. $45.00/each

Item 6. Concrete coring
   a) coring technician ............................................................................ $65.00/hour
   b) generator ........................................................................................ $75.00/day
   c) coring machine .............................................................................. $150.00/day
   d) diamond bit costs
      (2-5” diameter) ................................................................................ $6.00/inch
      (1” steel = 12” concrete) ................................................................... $8.00/inch
      (6-7” diameter) ................................................................................ $8.00/inch

Item 7. Concrete core density, measurement and strength .......................... $75.00/core

** This includes one copy of report sent to one location. Additional copies of each report are
0.15/copy/mailing and additional locations sent are 0.50/mailing/location.

4
2007 MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("MSA") is between Town of Normal, Illinois ("Client") and Terracon Consultants, Inc ("Consultant") for Services to be provided by Consultant on projects as described in the Project Information section of individual Task Orders or Task Order Proposals (which sections are incorporated into this MSA). This MSA shall serve as the 2007 Annual Contract for Construction Testing and Observation Services. The Effective Date of this agreement shall be _____________ for a term of one year with an expiration date of ____________________

1. Scope of Services. The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance. Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this MSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this MSA. Individual Task Orders or Task Order Proposals under this MSA are deemed accepted without signature through commencement of the Services (if begun at Client's request). Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party.

3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or additional proposal) of the change setting forth an adjustment to the Services and fees for changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fees.

4. Compensation and Terms of Payment. Consultant shall pay compensation for the Services performed at the rates stated in the Compensation section of the Task Order Proposal unless fees are otherwise stated in the Compensation section of the Task Order (which sections are incorporated into this MSA). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1 1/2% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. If it is later determined that Illinois prevailing wage applies, then Client agrees to pay charges reflecting prevailing wages from that point forward, as well as a retroactive adjustment to bring amounts previously paid in line with prevailing wage.

5. Third Party Reliance. This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such additional reports will not be issued until those parties sign and return Consultant's Reliance Agreement and Consultant receives the agreed-upon reliance fee.

6. Indemnity/Statute of Limitations. Consultant and Client shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Notwithstanding the foregoing, Client shall have no obligation to indemnify Consultant for any acts or inaction for which Client has immunity pursuant to Illinois law.

7. Warranty. Consultant will perform the Services in a manner consistent with that of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Insurance. Consultant represents that it now carries, and will continue to carry, (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B & P.D combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. Client is additional insured with respect to general and auto liability.

9. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

10. Dispute Resolution. The parties will attempt to resolve any dispute under this agreement prior to instituting legal remedies. This agreement shall be governed and construed according to Illinois law and the parties agree to arbitrate any dispute hereunder solely in McLean County Circuit Court in Bloomington, Illinois.

Agreement Reference Number (Terracon Proposal or Project Number): P1007006

Page 1 of 2

Rev. 10-06
11. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant’s layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

12. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of contractor’s work or their adherence to the project documents, and Consultant’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

13. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition in the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated. Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant’s non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer or arranger of Affected Materials under federal, state, or local law or ordinance.

14. **Utilities.** Consultant shall utilize a utility locating service for public utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant’s attention are not correctly marked, including by a utility locate service or are incorrectly shown on the plans furnished to Consultant.

15. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties including Client, Consultant’s contractors, subcontractors or other parties present at the site.

16. **Termination.** Either party may terminate this MSA or the Services upon written notice to the other in such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

17. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant’s property. Proprietary concepts, systems, and ideas developed during the course of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant’s document retention policies and practices. Consultant agrees to provide copies of all work product to Client upon request and at no additional cost to Client.

Consultant: **Terracon Consultants, Inc.**

By: ________________________________ Date: ________________

Name/Title: **Nilesh R. Lal, P.E. / Project Manager**

Address: **1829 West Hovey Avenue**

**Normal, Illinois 61761**

Phone: **309.451.1718** Fax: **309.451.3490**

Client: **Town of Normal, Illinois**

By: ________________________________ Date: ________________

Name/Title: **Mr. Gene Brown, Town Engineer**

Address: **100 East Phoenix**

**Normal, Illinois**

Phone: **309.454-9574** Fax: **309.454-9729**

Agreement Reference Number (Terracon Proposal or Project Number): #1007006
2007 MASTER SERVICES AGREEMENT

TASK ORDER

This TASK ORDER is issued under the MASTER SERVICES AGREEMENT (dated ______________, agreement reference number P1007006) between Town of Normal, Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the ______________ project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated ______________ ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

A. Project Information

B. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal unless Services are otherwise described below or in Exhibit B to this Task Order.

C. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

All terms and conditions of the Master Services Agreement shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
By: ___________________________ Date: ______________
Name/Title: Nilesh R. Lai, P.E. / Project Manager
Address: 1829 West Hovey Avenue
Norman, Illinois 61761
Phone: 314.692.8811 Fax: 314.692.8810

Client: Town of Normal, Illinois
By: ___________________________ Date: ______________
Name/Title: ___________________________
Address: ___________________________
Phone: ___________________________ Fax: ___________________________

Task Order Reference Number (Terracon Task Order Proposal or Project Number):

Rev. 3-06
## RATE COMPARISON FOR MATERIALS TESTING SERVICES

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<thead>
<tr>
<th>ITEM</th>
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<th>TSC</th>
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<td>Senior Project Engineer, P.E. / hour</td>
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<td>$90</td>
<td>$115.00</td>
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<td>$130.00</td>
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<td>Project Manager/Field Engineer / hour</td>
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<tr>
<td>Engineering Technician 3, asphaltic cement concrete or Portland cement concrete batch plant proportioning / hour</td>
<td>$40*</td>
<td>$41.50*</td>
<td>$42*</td>
<td>$42.50*</td>
<td>$44.00*</td>
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<td>$39.00*</td>
<td>$40.00*</td>
<td>$40.00*</td>
<td>$40.00*</td>
<td>$41.50*</td>
</tr>
</tbody>
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| * 4 hr. min., x 1.5 for overtime and Sat., x 2 for Sun. and Holidays | * 4 hr. min., x 1.5 for overtime and Sat., x 2 for Sun. and Holidays | * 4 hr. min., x 1.5 for overtime and Sat., x 1.5 for Sun. and Holidays | * 4 hr. min., x 1.5 for overtime and Sat., x 1.5 for Sun. and Holidays |

| Engineering Technician 3, asphaltic cement concrete plant proportioning (over 500 tons per day) / ton | $0.32 | $0.35 | $0.32 | $0.35 | $0.37 | $0.35 | $0.37 | $0.35 | $0.37 | $0.37 |

| Miscellaneous charges, including shipping charges, rental equipment, outside labor, materials, etc. | cost + 15% | cost + 10% | cost + 15% | cost + 10% | cost + 15% | cost + 10% | cost + 15% | cost + 10% | cost + 15% | cost + 10% |

| Transportation | 0.42/mile | 0.42/mile | 0.45/mile | 0.45/mile |
| Extraction analysis (including aggregate gradation) / each | $160 | $105 | $160 | $105 | $160.00 | $105.00 | $160.00 | $110.00 | $160.00 | $115.00 |
| Sieve analysis (ASTM C-136) / each | $80 | $50 | $90 | $50 | $95.00 | $50.00 | $95.00 | $50.00 | $95.00 | $55.00 |
| Analysis of material finer than #200 sieve (ASTM C-117) / each | $30 | $65 | $30 | $65 | $45.00 | $65.00 | $45.00 | $65.00 | $45.00 | $70.00 |
| Nuclear density and moisture measuring equipment / day | $45 | $35 | $45 | $35 | $45.00 | $35.00 | $45.00 | $35.00 | $45.00 | $35.00 |
| Standard Proctor Test / each | $100 | $125 | $110 | $125 | $110.00 | $125.00 | $110.00 | $125.00 | $110.00 | $125.00 |
| (ASTM-D-698 Method A) 4-inch mold | $120 | $140 | $120 | $140 | $120.00 | $140.00 | $120.00 | $140.00 | $120.00 | $140.00 |
| Modified Proctor Test / each | $120 | $140 | $120 | $140 | $120.00 | $140.00 | $120.00 | $140.00 | $120.00 | $140.00 |
| (ASTM-D-1557 Method A) 4-inch mold | $125 | $140 | $120 | $140 | $120.00 | $140.00 | $120.00 | $140.00 | $120.00 | $140.00 |
| (ASTM-D-1557 Method B, C, D) 6-inch mold | $135 | $155 | $135 | $155 | $135.00 | $155.00 | $135.00 | $155.00 | $135.00 | $155.00 |
| One-point Proctor | $50 | $45 | $50 | $45 | $50.00 | $45.00 | $50.00 | $45.00 | $50.00 | $45.00 |
| Compressive strength of cylinders (ASTM C-39) FOB our laboratory includes 6 x 12-inch single-use molds / each | $11 | $10.50 | $11 | $11.00 | $11.50 | $11.50 | $11.50 | $11.50 | $11.50 | $12.00 |
| Special capping for irregular surface (if cylinders are cast by others) / each | $25 | $15 | $25 | $15 | $25.00 | $15.00 | $25.00 | $15.00 | $25.00 | $15.00 |
| Flexural strength of concrete beam FOB our laboratory / each | $45 | $27.50 | $45 | $27.50 | $45.00 | $27.50 | $46.00 | $27.50 | $46.00 | $30.00 |
| Strip and cure cylinders not tested (hold) / each | $11 | $10.50 | $11 | $11.00 | $11.50 | $11.50 | $11.50 | $11.50 | $11.50 | $12.00 |
| Concrete coring | | | | | | | | | |
| One man and machine / hour | $45 | $45 | $47.50 | $47.50 | $65 plus $150/day for machine | $50 plus $55 plus $65 plus | $65 plus $150/day for machine | $50 plus $55 plus | $65 plus $150/day for machine | $50 plus $55 plus |
| Including generator / day | $75 | $75 | $75.00 | $75.00 | $75.00 | $75.00 | $75.00 | $75.00 | $75.00 | $75.00 |
| Diamond bit costs | $4 | $4 | $4 | $4 | $6.00 | $3.00 | $6.00 | $3.00 | $6.00 | $3.00 |
| (3-5” diameter) / inch depth | $5 | $5 | $5 | $5 | $8.00 | $6.00 | $8.00 | $6.00 | $8.00 | $6.00 |
| Concrete core density, measurement and strength / each | $45 | $27.50 | $45 | $27.50 | $75.00 | $27.50 | $75.00 | $27.50 | $75.00 | $27.50 |

## Changes from 2006
Resolution Authorizing a Lease Agreement with Felmley Dickerson Company for 104 Broadway Avenue in Uptown Normal

BACKGROUND

In March of 2006, Council authorized the purchase of three properties from Robert Bolender, including Warrick’s Shoe Repair at 104 Broadway. On June 5, 2006, the Council authorized a license agreement with Steinbach Inc. (Medici restaurant owners) to use the property located at 104 Broadway for a construction “laydown” area to be used for material storage, parking and trailers. As a part of this agreement, Steinbach demolished the residential building attached to the shoe repair shop leaving the shop open for business until vacated by Mr. Bolender.

DISCUSSION/ANALYSIS

The shoe repair shop was recently vacated by Mr. Bolender. The contractor for the Medici project, Felmley Dickerson Company, has requested the Town allow them to use the old shoe repair shop as a construction office while they complete work on Medici’s, just across the alley. The proposed lease requires Felmley to provide necessary insurance, pay utilities and keep the property in an orderly condition. It does not require the payment of rent. The term of the lease is six months which can be extended on a month-to-month basis by either party. It is believed that Medici’s will be open sometime in mid to late August. By allowing Felmley to use this structure as a construction office, it will allow them to use the site in a more efficient manner and will expedite the completion of the project.
RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH FELMLEY DICKERSON COMPANY – 104 BROADWAY

WHEREAS, the Town of Normal is a Home Rule Unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, it is in the best interest of the health, safety and welfare of the Town of Normal to enter into a Lease Agreement with Felmley Dickerson Company for the lease of 104 Broadway, Normal, Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President of the Board of Trustees be and he is hereby conditionally authorized to execute on behalf of the Town of Normal, Illinois, a Lease Agreement with Felmley Dickerson Company for the lease of 104 Broadway Avenue, Normal, Illinois. A copy of said Lease Agreement is marked Exhibit “A”, attached hereto and incorporated herein.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to attest to the signature of the President on said agreement and to retain a fully executed original of said Lease Agreement in her office for public inspection.

SECTION THREE: That the Lease be revised to permit termination by either party upon 60 days notice.

ADOPTED this ___ day of ________________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of the
Town of Normal, Illinois

ATTEST:

____________________________________
Town Clerk
(seal)
LEASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ____________________, 2007, at Normal, Illinois, by and between the Town of Normal, a Home Rule unit of local government, hereinafter referred to as “Lessor”, and Felmley Dickerson Company, hereinafter referred to as “Lessee”,

WITNESSETH:

ARTICLE I
DEMISE, DESCRIPTION, USE, TERM AND RENT

Section 1.01: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property hereinafter called the “leased premises”, described as follows:

the building located at 104 Broadway, formerly Warwick's Shoe Repair

to be used only as a construction office and in accordance with uses normally incident thereto and for no other purpose, for six months commencing on April 3, 2007 and continuing month-to-month until notice of termination is given by either party.

Section 1.02: In consideration of this Agreement, Lessee agrees to operate a construction office on the premises and perform other terms of this Agreement.

ARTICLE II
INSURANCE

Section 2.01: Lessee agrees to, and shall prior to occupancy, secure from a good and responsible company or companies doing insurance business in the State of Illinois and maintain during the entire term of this lease, the following insurance coverage:

(a) Public liability insurance in the minimum amount of $1,000,000.00 for loss from an accident resulting in bodily injury or death, and $500,000.00 for loss from an accident resulting in damage to or destruction of property.

(b) Fire and extended coverage on Lessee’s fixtures, goods, wares, merchandise and other tangible personal property in or on the leased premises, with such coverage in an amount of not less than fair market value of such property.
Section 2.02: Lessee agrees that Lessor shall be named as an additional insured on the aforementioned public liability insurance policy.

Section 2.03: Upon securing the foregoing coverages, Lessee shall give Lessor written notice thereof, together with a certified copy of the appropriate policies or insurance certificates. Lessee shall also furnish proof to Lessor that each of the aforementioned policies expressly provides that the same shall not be canceled or altered without thirty (30) days prior written notice to Lessor.

Section 2.04: If Lessee at any time during the term hereof should fail to secure or maintain the foregoing insurance, Lessor shall be permitted to obtain such coverage in the Lessee’s name, or as the agent of Lessee, and shall be reimbursed by Lessee for the cost of the insurance premiums together with interest at the rate of ten (10%) per annum from the time such premiums are advanced by Lessor until such reimbursement is made by Lessee.

Section 2.05: If the improvements on the leased premises should be damaged or destroyed by fire, flood or other casualty, in whole or in part, Lessee shall give immediate written notice thereof to Lessor. In the event that the building on the leased premises should be totally destroyed by fire, flood or other casualty, or if it should be so damaged that the rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification. If the building or other improvements on the leased premises should be damaged by fire, flood or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed with thirty (30) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessor shall not be required to (but may) rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenanted in whole or in part following such damage, the rent payable hereunder during the period in which they are untenanted shall be adjusted equitably. In the event that Lessor shall fail to complete such rebuilding or repairs within thirty (30) working days from notification by Lessee, the latter may at its option terminate this lease by written notification to Lessor, whereupon all rights and obligations hereunder shall cease. In the event Lessor elects not to rebuild or repair such damage, this Lease shall be terminated and rent shall be abated for the unexpired portion of the Lease.

ARTICLE III
UTILITIES

Section 3.01: Lessee shall during the term hereof pay all charges for telephone, gas, electricity, sewage and water used in or on the leased premises, and for removal of rubbish therefrom, immediately upon becoming due and shall hold Lessor harmless from any liability in connection therewith. Lessee further agrees to pay all charges for repairs to water meters on the leased premises whether necessitated by ordinary wear and tear,
temperature extremes, accidents or any other causes. Such payments shall be made immediately upon becoming due.

ARTICLE IV
WASTE AND NUISANCE

Section 4.01: Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE V
REPAIRS AND MAINTENANCE

Section 5.01: Lessee agrees to abide by any and all applicable laws including life health safety codes governing use of the property, and

(a) To keep the leased premises as clean and sanitary as the condition of the premises permits;

(b) To dispose from the leased premises all rubbish, garbage and other waste in a clean and sanitary manner;

(c) To use and operate properly all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits and keep the same in good working condition; and

(d) Not to permit any person on the premises with Lessee’s permission to wilfully or wantonly destroy, deface, damage, impair or remove any part of the leased premises or the facilities, equipment or appurtenance thereto; and

(e) To maintain the premises and all equipment and fixtures in good condition.

ARTICLE VI
ALTERATIONS, IMPROVEMENTS AND FIXTURES

Section 6.01: Lessee shall not have the right to improve, add to or alter the leased premises without the prior written consent of Lessor (which consent shall not be unreasonably withheld), or to install fixtures thereon; provided, however, if written consent from Lessor is given, Lessee shall have the right to remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor, and provided further that on expiration or sooner termination of the Lease all improvements, including fixtures and any additions, alteration, or repairs to the premises
placed thereon by Lessee during the term thereof, shall become the absolute property of Lessee; free and clear of any and all claims by Lessor or any third person.

ARTICLE VII
HAZARDOUS SUBSTANCES

Section 7.01: Lessee shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on, in or about the leased premises by Lessee, Lessee’s agent, employees, contractors or invitees without first obtaining Lessor’s written consent. If hazardous substances are used, stored, generated or disposed of on, in or about the leased premises, or if the leased premises become contaminated in any manner, Lessee shall indemnify and hold harmless Lessor (and its agents and employees) for any all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises or the land or building of which they are a part, damages caused by loss or restriction of rentable or useable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney’s fees, consultant and expert fees) arising during or after the lease term and arising as a result of any use, storage, generation or disposal of any hazardous substance or any such contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site, or any cleanup, removal or restoration mandated by a federal state or local agency or political subdivision. If the Lessee causes or permits the presence of any hazardous substance on the premises that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of any such hazardous substance on the premises. Lessee shall first obtain Lessor’s approval for any such remedial action.

As used herein, “hazardous substance” means any substance that is toxic, ignitable, reactive or corrosive regardless whether the same is regulated by any local government, the State of Illinois or the Untied States government. “Hazardous substance” includes, but is not limited to, any toxic or hazardous substance and any an all material or substances that are defined as “hazardous waste”, “extremely hazardous waste”, or a “hazardous substance” pursuant to state, federal or local governmental law. “Hazardous substance” includes but is not restricted to asbestos, polychlorobiphenyls (“PCBs”), petroleum and petroleum products.

ARTICLE VIII
SURRENDER OF POSSESSION

Section 8.01: Lessee agrees to and shall, upon expiration, promptly surrender and deliver the leased premises to Lessor in good condition, ordinary wear and tear and damage by the elements, fire, act of God or by any other cause beyond the reasonable control of Lessee excepted.
ARTICLE X
DEFAULT AND REMEDIES

Section 10.01: If the Lessee remains in default under any condition of this lease for a period of ten (10) days after written notice from Lessor, or should any person other than Lessee secure possession of the premises, or any part thereof, by reason of any law in any manner whatsoever, Lessor may at its option, without notice to Lessee, re-enter and take possession of said premises and remove all persons and property therefrom without being deemed guilty of any manner of trespass, and may relet the premises or any part thereof, for all or any party and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay hereunder, then Lessee shall pay the amount of such deficiency to Lessor.

Section 10.02: It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels or personal property of any discretion belonging to Lessee which are placed in, or become a part of, the leased premises, as security for rent due and to be come due for the remainder for the current lease term, which lien shall not be in lieu of in any way affect any statutory landlord’s lien given by law, but shall be cumulative thereto; and Lessee hereby grants to Lessor a security interest in all such personal property placed in the leased premises for such purposes. The provisions of this Section shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate the lease, and to re-enter and relet the premises as provided herein, then Lessor may take possession of all of Lessee’s property on the premises and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is made, for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due hereunder, with the balance, if any, to be paid to Lessee.

ARTICLE XI
INSPECTION AND RIGHT OF ENTRY OF LESSOR

Section 11.01: Lessee shall permit Lessor and its agent to enter into and upon the leased premises at all reasonable time for the purpose of inspecting the same and doing tests such as soil sampling and other tests reasonably determined necessary by Lessor for future redevelopment of the property. Lessor may also enter onto and upon the leased premises for utility work in connection with future development of the premises.
ARTICLE XII
ASSIGNMENT AND SUBLETTING BY LESSEE

Section 12.01: Lessee shall neither assign this Lease nor sublet all or any portion of the leased premises without the prior written consent of Lessor.

ARTICLE XIII
TAXES AND NOTICES

Section 13.01: Lessor shall pay real estate taxes during the lease term. All notices provided to be given under this Agreement shall be given to each party by certified mail, return receipt requested, addressed to the following:

LESSOR: Town of Normal
Attention: City Manager
100 East Phoenix Avenue
Normal, Illinois 61761

LESSEE: Felmley Dickerson Company
803 E. Lafayette
Bloomington, IL 61701

ARTICLE XIV
GENERAL PROVISIONS

Section 14.01: This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, successors and assigns.

Section 14.02: This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

Section 14.03: In the event that any one or more of the provisions contained herein shall be for any reason held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this lease shall be construed as if any such invalid, illegal or unenforceable provision had never been contained herein.

Section 14.04: This Lease, together with the contract for sale of real estate between the parties, constitutes the sole Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
Section 14.05: The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 14.06: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

Section 14.07: In the event Lessee breaches any of the terms of this Agreement resulting in Lessor employing an attorney to protect or enforce its rights hereunder, the Lessee shall pay the Lessor’s reasonable attorney fees so incurred.

Section 14.08: Time is of the essence of this Agreement.

Section 14.09: In the event that Lessor shall convey title to the leased premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

IN WITNESS WHEREOF, the undersigned parties have affixed their signatures on the date and year first above written.

TOWN OF NORMAL:

By: ________________________________ Date: __________________
    President, of the Board of Trustees
    of the Town of Normal

ATTEST:

______________________________
    Town Clerk

(seal)

FELMLEY DICKERSON CO.

By: ________________________________ Date: __________________

Its ________________________________
Resolution Authorizing Execution of an Amended Termination Lease Agreement with Subway Sandwiches (Doug Barch)

PREPARED BY: Steve Westerdahl, Community Development Director

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution and Amended Lease Termination Agreement

BACKGROUND

In April, 2004, the Town purchased the building located at 115 E. Beaufort from Mr. Bill Streenz. The building housed the Subway restaurant owned by Mr. Douglas Barch. This property was needed to provide access from Beaufort to the alley running behind the businesses on the south side of Beaufort, between Linden and the Children’s Discovery Museum. Terms of the sale included a Termination of Lease agreement between the Town and Subway in which the Town agreed to pay Mr. Barch $52,750 in lieu of payment of relocation and business reestablishment expenses. At the time, although Mr. Barch wished to remain in uptown Normal, he expressed that there were no suitable buildings or sites available. The agreement required Mr. Barch to establish another Subway equal to or better than the existing restaurant in Normal within 36 months of April, 2004. If that was not accomplished, Mr. Barch would be required to repay the Town $31,500. This is the amount that was estimated to be paid in moving and relocation expenses had the business been relocated at that time. The additional $21,250 included payment for the leasehold value of the existing lease, Mr. Barch’s agreement to terminate the lease and removal/storage of existing fixtures and furniture from the old location.

DISCUSSION/ANALYSIS

Mr. Barch recently approached staff as the above mentioned deadline is approaching. He has provided a copy of the lease he has signed with Dial Properties for space at the Constitution Trail Centre. This new restaurant will be larger than the Beaufort St. location as well as provide enhanced decorating and interior amenities in compliance with corporate requirements. In addition, Mr. Barch has informed staff that a new Subway restaurant will be opening in the Wal-Mart on Veteran’s Parkway in the near future.

Mr. Barch is requesting a six month extension on the above referenced Termination of Lease Agreement. Staff recommends approval of this extension.
A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED TERMINATION OF LEASE AMENDMENT

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town paid Subway Restaurants of Bloomington Normal, Inc. $52,750.00 in full and complete satisfaction of subtenant’s leasehold interest in the property and termination of Subway Sandwich Shops, Inc.’s leasehold interest in certain Uptown Normal property and all moving relocation expenses; and

WHEREAS, Subway Restaurants of Bloomington Normal, Inc. agreed to open and operate a Subway Restaurant or other restaurant of comparable quality or better in the Town of Normal within 36 months from May 1, 2004; and

WHEREAS, Subway Restaurants of Bloomington Normal, Inc. is making plans to open and operate a Subway Restaurant in Normal, Illinois, however, the Subway Restaurant will not be open and in operation on or before May 1, 2007; and

WHEREAS, the Termination of Lease Agreement requires Subway Restaurants of Bloomington Normal, Inc. to repay the Town $31,500.00 in the event it does not open and operate another Subway Restaurant in Normal by May 1, 2007; and

WHEREAS, the parties desire to extend the May 1, 2007 date an additional 6 months in order to provide additional time for Subway Restaurants of Bloomington Normal, Inc. to construct and open another Subway Restaurant in Normal, Illinois; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an Amended Termination of Lease Agreement with Subway Restaurants of Bloomington Normal, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:
SECTION ONE: That the President be and he is hereby authorized to execute for and on behalf of the Town of Normal an Amended Termination of Lease Agreement with Subway Restaurants of Bloomington Normal, Inc. A copy of said Amended Termination of Lease Agreement is marked Exhibit A, attached hereto and incorporated herein by reference.

ADOPTED this ___ day of __________________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

_____________________________
Town Clerk

(Seal)
Exhibit A

AMENDED TERMINATION OF LEASE AGREEMENT

WHEREAS, the Town of Normal and Subway Restaurants of Bloomington Normal, Inc. and Subway Sandwich Shops, Inc., a Connecticut Corporation, entered into a Termination of Lease Agreement dated April 13, 2004; and

WHEREAS, the Town paid the subtenant, Subway Restaurants of Bloomington Normal, Inc. $52,750.00 in full and complete satisfaction of subtenant’s leasehold interest in the property and termination of Subway Sandwich Shops, Inc.’s leasehold interest in the property and all moving relocation expenses; and

WHEREAS, subtenant agreed to open and operate a Subway Restaurant or other restaurant of comparable quality or better in the Town of Normal within 36 months from May 1, 2004; and

WHEREAS, Subway Restaurants of Bloomington Normal, Inc. is making plans to open and operate a Subway Restaurant in Normal, Illinois, however, the Subway Restaurant will not be open and in operation on or before May 1, 2007; and

WHEREAS, the Termination of Lease Agreement requires the subtenant to repay the Town $31,500.00 in the event the subtenant does not open and operate another Subway Restaurant in Normal by May 1, 2007; and

WHEREAS, the parties desire to extend the May 1, 2007 date an additional 6 months in order to provide additional time for the subtenant, Subway Restaurants of Bloomington Normal, Inc. to construct and open another Subway Restaurant in Normal, Illinois.

NOW, THEREFORE, IN CONSIDERATION OF OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, THE PARTIES AGREE AS FOLLOWS:

1. That paragraph 5 of the Termination of Lease Agreement executed by and between Subway Restaurants of Bloomington Normal, Inc., an Illinois corporation, and the Town of Normal be and the same is hereby revised to read as follows:

5. Subtenant agrees to open and operate a Subway Restaurant or other restaurant of comparable quality or better in the Town of Normal within a 42-month period commencing May 1, 2004. In the event Tenant does not open and operate a Subway Restaurant or other restaurant of comparable quality or better in Normal, Illinois within the next 42 months, then Subtenant shall immediately repay to the Town of Normal $31,500.00.
2. That the Termination of Lease Agreement dated April 13, 2004, shall remain in full force and effect as amended hereby.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date written adjacent to each signature line.

Subtenant:

Town of Normal

By ________________________________  By___________________________

Mayor        Douglas Barch, President

Attest:       Attest:

____________________________________ ______________________________

Town Clerk      Cyndy Barch, Secretary

Date: ________________________, 2007.  Date: ____________________, 2007

Subtenant:

Subway Restaurants of Bloomington Normal, Inc., an Illinois Corporation

By______________________________

By______________________________

Mayor

Douglas Barch, President

Attest:

Attest:

____________________________________ ______________________________

Town Clerk      Cyndy Barch, Secretary

Date: ________________________, 2007.  Date: ____________________, 2007
Resolution Ceding the 2006 Private Activity Bond Cap to the Illinois Housing Development Authority for the First Time Homebuyer Program ($4,243,795)

BACKGROUND

The federal Tax Reform Act of 1986 provides state governments the ability to issue Private Activity Bonds on a per capita ($85) basis according to the state’s population. The state then determines the population of each Home Rule city (49,927 for Normal), thus establishing that city’s Cap.

In the past, we have generally ceded this Bond Volume Cap to the Illinois housing Development Authority (IHDA) for use in assisting first time homebuyers.

DISCUSSION/ANALYSIS

Staff recommends that this year’s cap again be ceded to IHDA for the Mortgage Credit Certificate (MCC) program. This program allows first time home buyers to use 25% of the mortgage interest paid, up to $2,000 per year, as a tax credit on their federal return. The balance of the interest may still be used in the standard manner as a tax deduction.

First time homebuyer is defined as a person/family that has not had an ownership interest in a home in the three years previous to application. We would also recommend using the HUD income guidelines of 80% and below area median income for this program. As an example, $58,800 is the maximum annual gross income allowed for a family of four.

Ceding the private activity bond cap to IHDA does not make the Town liable financially in any way and has no effect on the Town’s credit standing. Once the cap is ceded, IHDA works directly with local lenders in administering the program. In addition, this program does not involve “subprime” lending that has been the topic of many recent news reports.
RESOLUTION NO. ________________

RESOLUTION APPROVING PARTICIPATING IN ILLINOIS HOUSING DEVELOPMENT AUTHORITY MORTGAGE CREDIT CERTIFICATION PROGRAM

WHEREAS, there exists within the borders of the Town of Normal, Illinois (the “Municipality”), a recognized need for decent, safe, sanitary and well-constructed and maintained housing which persons of moderate income can afford; and

WHEREAS, the Municipality is a home rule unit of local government pursuant to Article VII of the Illinois Constitution of 1970 and, as such a home rule unit, the Municipality receives an annual allocation of private activity bond volume cap ("Volume Cap") pursuant to Section 146 of the Internal Revenue Code of 1986, as amended from time to time (the “Code”); and

WHEREAS, the Municipality is considering establishing and implementing a mortgage credit certificate program (the “MCC Program”) to issue MCC’s to Homebuyers living within the Municipality, using $4,243,795.00 of Year 2007 Volume Cap; and

WHEREAS, the Illinois Housing Development Authority ("IHDA") has offered to create and administer the MCC Program; and

WHEREAS, the Municipality is willing to cede to IHDA its Year 2007 Volume Cap, and for a period of one (1) year from the commencement date of the MCC Program, IHDA will provide MCC’s exclusively to Homebuyers living in the Municipality; and
NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT OF THE BOARD OF TRUSTEES AS FOLLOWS:

SECTION ONE: The Municipality makes the findings and determinations set forth in the preamble. The terms defined in the preamble are adopted for the purposes of the Resolution.

SECTION TWO: The Municipality approves and authorizes its participation in the MCC Program and cedes to IHDA $4,243,795.00 of its Year 2007 Volume Cap for purposes of establishing and administering the MCC Program, provided IHDA shall use the income limits set forth in Exhibit A attached hereto for Normal residents participating in the MCC Program in Normal.

SECTION THREE: The Municipality authorizes and empowers the proper officials, agents and employees of the Municipality to do all acts and things and to execute all documents and instruments as may be necessary to participate in the MCC Program and to carry out and comply with the provisions and intent of the Resolution or to effectuate its purposes.

SECTION FOUR: This Resolution shall take effect immediately upon its adoption.

ADOPTED this _______ day of ______________, 2007.

APPROVED:

______________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

______________________________
Town Clerk

(seal)
The Affordable Housing Fact Sheet
Mortgage Credit Certificate

The Illinois Housing Development Authority (IHDA) and certain Illinois localities have partnered to help first-time homebuyers reap yet another benefit of homeownership. The Mortgage Credit Certificate (MCC) Program provides a break in federal income taxes.

Qualifying applicants enjoy the following program benefits:
- Dollar-for-dollar reduction in federal income taxes
- Equal to 20% of mortgage interest paid up to $2,000 a year
- Plus the standard income tax deduction available when purchasing a home

MCCs can be used with any type of mortgage loan: conventional, fixed-rate, adjustable, or a balloon-rate mortgage. It also works with FHA and VA loans. Qualified MCC buyers can either file a revised W-4 withholding form to receive immediate benefits, or wait to file the federal income tax return at the end of the year. Either way, buyers can apply more of their earnings to a new home and less to federal income taxes.

Who is a First-Time Buyer?
IHDA’s customized First-Time Homebuyer Programs have helped tens of thousands of Illinois residents realize their dream of homeownership. These programs are designed to help first-time homebuyers who haven’t owned a home of their own in the last three years, meet the program’s income and purchase price limits, and live within a locality’s corporate boundaries.

What You Should Know
Homebuyers must live in the house as their principal residence and move in within 60 days of closing. Several types of property may be purchased, including both new and existing homes. Single-family residence types may include single-family detached homes, townhomes, and condominium units.

How an MCC Works
Say a buyer takes out a $100,000 conventional market rate mortgage at 6.5% interest. On a 30-year fixed loan, the buyer normally pays $6467 in mortgage interest in year one. With an MCC, the buyer gets to take 20% ($1293) off federal income taxes, which has the same effect as adding $108 in additional income per month. This saves the buyer $25,508 in federal taxes over the life of the loan.

For more information about First-Time Homebuyer eligibility, please call the IHDA Home Line at (800) 942-8439 or contact one of our participating lenders. The lender list can also be accessed online at http://www.ihda.org.
Resolution Accepting an Easement Grant from Commerce Bank N.A. for the Phase I Underground Utility Project

BACKGROUND

On March 19, 2007 the Town Council authorized a purchase agreement with Commerce Bank N.A. for the property located at 210 Broadway Avenue in Uptown Normal. This acquisition was required for the development of Phase I of the One Main development project. Because the closing on the property may not take place before the construction of the underground utilities, and the lime sludge force main and water main will run through the existing property, Commerce Bank has agreed to grant the Town a utility easement to allow the construction before the property is conveyed to the Town.

DISCUSSION/ANALYSIS

The attached easement plat shows the portion of the property required for the construction of the proposed utilities. Before the property is conveyed from the Town to One Main Development, the entire property will be re-subdivided and any easements required will be a part of the new subdivision. As the Town needs the right to enter the property to perform the necessary utility work before the property is actually acquired, approval is recommended.
RESOLUTION NO. ____________

A RESOLUTION ACCEPTING EASEMENT GRANT FROM COMMERCE BANK, N.A.

WHEREAS, the Town of Normal is a Home Rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, Commerce Bank, N.A., the owner of property described herein is willing to convey an Easement Grant for working purposes during the construction of utility improvements; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Normal to accept said Easement Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the Town of Normal hereby accepts the Easement Grant from Commerce Bank, N.A.; a copy of which is marked Exhibit "A," attached hereto and incorporated herein.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to record a certified copy of this Resolution with the attached Easement Grant in the office of the Recorder of Deeds for McLean County.
SECTION THREE:

A. PIN: Part of ___________________________.

ADOPTED this ________ day of ________________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of
the Town of Normal, Illinois

ATTEST:

__________________________________
Town Clerk

(seal)

Prepared by: Steven D. Mahrt, Corporation Counsel, 100 East Phoenix Avenue, Normal, Illinois 61761

Return to: Clerk, Town of Normal, 100 East Phoenix Avenue, Normal, Illinois 61761
EXHIBIT A

EASEMENT GRANT

THIS INDENTURE WITNESSETH, that the Grantor, Commerce Bank, N.A., for and in consideration of the sum of ten dollars and other good and valuable consideration in hand paid, CONVEYS AND GRANTS to the Town of Normal, a Municipal Corporation of the State of Illinois, situated in the County of McLean, an easement for utility purposes as more particularly described herein, across and under, the property described as follows:

See attached Exhibit A.

PIN: Part of
together with a temporary easement, as set forth on Exhibit A, (the “Easement Area”) required for working purposes only during construction of sewer improvements.

By acceptance of this Easement, Grantee agrees to hold harmless and indemnify the Grantor from and against any and all liabilities, damages, costs and expenses, including without limitation, attorney’s fees, incurred by Grantor by reason of Grantee’s exercise of the foregoing easement rights; provided that Grantor shall give Grantee reasonably prompt notice when Grantor obtains actual knowledge of any such claim of liability.

Grantee shall repair any damage to the Easement Area and any surrounding areas and shall restore the Easement Area and any other property of Grantor used by Grantee in exercise of its rights hereunder, to its condition prior to exercise of such easement rights, including resodding, repaving, or relandscaping, and shall be liable for all expenses thereof.

Grantee agrees that it shall not interfere with Grantor’s use of its property and Grantor’s rights to utility service and shall not obstruct ingress and egress to Grantor’s property. Further, Grantor reserves the right to use and enjoy its interest in the Easement Area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance permitted hereby. Prior to commencing any such construction or maintenance, Grantee shall provide to Grantor a certificate of insurance, evidencing commercial general liability insurance coverage, in an amount of at least $2,000,000.00, naming Grantor as additional insured, insuring the obligations of Grantee, its agents or contractors hereunder.

The easement rights granted herein are for the right and easement to lay, repair, replace, and forever maintain Grantee’s underground water and sewage pipes, hydrants, valves, and appurtenant facilities, at its sole cost and expense, in an easement under the Easement Area, together with the right to use such Easement Area as may be temporarily required during the period of installation and maintenance. Notwithstanding the foregoing, no space on the Grantor’s property may be used for storage of equipment or materials by the Grantee without Grantor’s consent and no improvements may be constructed or installed by the

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Grantee above the surface of the Grantor’s property without the Grantor’s express written consent.

Grantee shall not obstruct ingress and egress to the property of Grantor, or to any drive up windows, aisles, ATM’s or similar facilities (collectively, the “Drive Ups”) located on the property of the Grantor, and shall not disturb or destroy any existing curb cuts or signage on the Easement Area or the property of the Grantor without Grantor’s prior written consent. All construction and other activities hereunder shall be staged under a schedule and plan approved by Grantor (such approval not to be unreasonably withheld) so that adequate vehicular and pedestrian ingress and egress to and from the Property will be provided at all times.

IN TESTIMONY WHEREOF, the undersigned has affixed his signature on this ______ day of _____________, 2007.

Commerce Bank, N.A.

By _______________________________
Print Name: _______________________
Its _______________________________

ATTEST:

_______________________________
Print Name: _______________________
Its _______________________________

STATE OF ILLINOIS )
) ss
COUNTY OF MC LEAN )

I, the undersigned, a Notary Public in and for said county in the state aforesaid do hereby certify that ______________________, personally known to me to be the __________________ of Commerce Bank, N.A., a National Banking Association, and _______________________, personally known to me to be the __________________ of said association, whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said ______________________ and ______________________ they signed and delivered the said instrument of writing as ______________________ and as ______________________ of Commerce Bank, N.A. and caused the seal of Commerce Bank, N.A. to be affixed thereto pursuant to authority given by the Board of Directors of
said Association, as their free and voluntary act and as the free and voluntary act and deed of Commerce Bank, N.A. for the uses and purposes therein set forth.

Given under my hand and notarial seal this ______ day of __________________, 2007.

______________________________
Notary Public

This instrument was prepared by: Steven D. Mahrt, Corporation Counsel, Town of Normal, 100 East Phoenix Avenue, Normal, Illinois, 61761.

Send any subsequent tax bills to ___________________________________________

________________________________________

NOTE:

This transfer is exempt from any real estate transfer tax under provisions of Par. 4(b), Real Estate Transfer Tax Act.

Date: ____________________________

Buyer's Representative

Return recorded document to: Town Clerk, Town of Normal, 100 E. Phoenix, P. O. 589, Normal, IL 61761
Resolution Accepting a Warranty Deed from James Shirk, as Trustee, Pertaining to the Conveyance of Additional Right-of-Way at the Southeast Corner of the Intersection of Towanda Avenue and Shelbourne Drive

BACKGROUND
The Town has budgeted funds for the signalization and expansion of the intersection of Shelbourne Drive and Towanda Avenue. Due to the need to add additional turn lanes at this intersection, which is required given the anticipated future traffic volumes, it is necessary for the Town to obtain additional rights of way on the southeast and northeast corners of the intersection. In 2006, the Town did acquire the needed right-of-way at the northeast corner of the intersection from the adjacent property owner. The property owner at the southeast corner of the intersection, Mr. James Shirk, has recently agreed to dedicate, at no cost to the Town, the necessary right-of-way for the Town to move forward with this important intersection improvement project.

DISCUSSION/ANALYSIS
As was mentioned above, Mr. Shirk has agreed to dedicate this additional right-of-way to the Town at no cost. However, he has requested that the construction set-backs on the adjacent property be adjusted so that he loses no buildable area on the remaining land as a result of this right-of-way dedication. Staff agrees with Mr. Shirk that this is a reasonable request and have, therefore, incorporated the necessary set-back adjustment authorization into the right-of-way dedication documents.

Staff would, therefore, recommend Council approval of the attached resolution which will accept the warranty deed from Mr. Shirk and therefore accept the right-of-way dedication to allow for this intersection improvement project to proceed.
RESOLUTION NO. __________

A RESOLUTION ACCEPTING WARRANTY DEED FROM JAMES SHIRK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 10, 1998, AND KNOWN AS TRUST NO. H-215 FOR SHELBOURNE TOWANDA AVENUE RIGHT-OF-WAY

WHEREAS, the Town of Normal is a Home Rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, James A. Shirk, as Trustee under the provisions of a Trust Agreement dated July 10, 1998 and known as Trust No. H-215, the owner of property described herein is willing to convey a right-of-way by Warranty Deed for the Shelbourne Towanda improvement to the Town of Normal; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Normal to accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the Town of Normal hereby accepts the Warranty Deed from James a Shirk, as Trustee under the provisions of a Trust Agreement dated July 10, 1998 and known as Trust No. H-215; a copy of which is marked Exhibit "A," attached hereto and incorporated herein.
SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to record a certified copy of this Resolution with the attached Warranty Deed in the office of the Recorder of Deeds for McLean County.

SECTION THREE:

A. PIN: Parcel 1: Part of 14-23-302-002
B. PIN: Parcel 2: Part of 14-23-100-008

ADOPTED this ________ day of __________________, 2007.

APPROVED:

______________________________
President of the Board of Trustees of
the Town of Normal, Illinois

ATTEST:

______________________________
Town Clerk

(seal)

Prepared by: Steven D. Mahrt, Corporation Counsel, 100 East Phoenix Avenue, Normal, Illinois 61761

Return to: Clerk, Town of Normal, 100 East Phoenix Avenue, Normal, Illinois 61761
WARRANTY DEED

This Indenture, made this _____ day of _________________, 2007, by James A. Shirk, as Trustee under the provisions of a Trust Agreement dated July 10, 1998 and known as Trust No. H-215, party of the first part, and the Town of Normal, an Illinois Home Rule Unit of Local Government, party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of One Dollars ($1.00) in hand paid by the party of the second part, the receipt of whereof is hereby acknowledged does hereby grant, convey and warrant unto the said party of the second part the following described real estate in McLean County, Illinois, to-wit:

Parcel 1 on the attached Exhibit A.

Parcel 2 on the attached Exhibit A.
PIN:  14-23-100-008 pt.

The Town agrees to give Grantor notice of construction prior to commencement. With regard to Grantor’s property adjacent to Parcel 1 Grantee agrees to calculate building setbacks for development purposes from the western most property line described on Parcel 1.

IN WITNESS WHEREOF, the party of the first part has affixed his signature on this _____ day of __________________, 2007.

____________________________________
James A. Shirk, as Trustee under the provisions of a Trust Agreement dated July 10, 1995 and known as Trust No. H-215
STATE OF ILLINOIS )
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said county in the state aforesaid do hereby certify that James A. Shirk, as Trustee under the provision of a Trust Agreement dated July 10, 1995, and known as Trust No. H-215 personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and signed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of ________________, 2007.

________________________________________
Notary Public

NOTE:
This transfer is exempt from any real estate transfer tax under provisions of Par. 4(b), Real Estate Transfer Tax Act.

Date: ______________

________________________________________
Buyer's Representative

Send any subsequent tax bills to the Town of Normal, 100 E. Phoenix Ave., P. O. Box 589, Normal, IL 6171.

Return recorded document to: Town Clerk, Town of Normal, 100 E. Phoenix, P. O. 589, Normal, IL 61761

This instrument was prepared by: Steven D. Mahrt, Corporation Counsel, Town of Normal, 100 East Phoenix Avenue, Normal, Illinois, 61761.
PARCEL 1

PARCEL TO BE CONVEYED

A part of the Southwest Quarter of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Northwest Corner of said Southwest Quarter, thence east 63.29 feet along the North Line of said Southwest Quarter; thence south 40.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to a point on the South Right-of-Way Line of Shelbourne Drive and the Point of Beginning. From said Point of Beginning, thence east 14.09 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence southwest 26.91 feet along a line which forms an angle to the left of 45°-12'-14" with the last described course; thence south 142.62 feet along a line which forms an angle to the left of 225°-12'-14" with the last described course; thence southeast 91.00 feet along a line which forms an angle to the left of 192°-40'-32" with the last described course; thence southeast 223.93 feet along a line which forms an angle to the left of 189°-58'-32" with the last described course to the East Right-of-Way Line of Towanda Avenue; thence northwest 40.21 feet along said East Right-of-Way Line which forms an angle to the left of 14°-36'-24" with the last described course; thence northwest 45.13 feet along said East Right-of-Way Line which forms an angle to the left of 171°-33'-58" with the last described course; thence northwest 90.84 feet along said East Right-of-Way Line which forms an angle to the left of 173°-49'-46" with the last described course; thence northwest 91.98 feet along said East Right-of-Way Line which forms an angle to the left of 173°-00'-50" with the last described course; thence northwest 74.94 feet along said East Right-of-Way Line which forms an angle to the left of 172°-13'-00" with the last described course; thence north 124.05 feet along said East Right-of-Way Line which forms an angle to the left of 172°-06'-58" with the last described course; thence northeast 21.14 feet along said East Right-of-Way Line which forms an angle to the left of 134°-47'-46" with the last described course to the Point of Beginning, containing 5,232 square feet, more or less = 0.120 of an acre, more or less.

PARCEL 2

PARCEL TO BE CONVEYED

A part of the Northwest Quarter of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Southwest Corner of said Northwest Quarter, thence north 54.72 feet along the West Line of said Northwest Quarter; thence east 40.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to the East Right-of-Way Line of Towanda Avenue; thence north 704.88 feet along said East Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning. From said Point of Beginning, thence north 231.18 feet along said East Right-of-Way Line which forms an angle to the right of 180°-00'-00" with the last described course; thence east 15.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence south 231.18 feet along a line parallel with said East Right-of-Way Line which forms an angle to left of 90°-00'-00" with the last described course; thence west 15.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning, containing 3,468 square feet, more or less = 0.080 of an acre, more or less.
A Resolution Approving a Revised Final Plat for the Constitution Trail Centre Planned Unit Development

PREPARED BY: Mercy Davison, Town Planner
REVIEWED BY: Mark R. Peterson, City Manager
BUDGET IMPACT: N/A
STAFF RECOMMENDATION: Approval
ATTACHMENTS: Proposed Resolution; Proposed Final Plat

BACKGROUND

The Town Council approved a Final Development Plan for Phase I of the Constitution Trail Centre Planned Unit Development in March 2006 (Res. No. 3838). Phase I covered roughly the southern half of the 76 +/- acre property at the northeast corner of Main Street and Raab Road. In December 2006 the Council approved a final plat for the entire property (Res. No. 3961). In February 2007 the Council approved a revised final plat, which included minor right-of-way, building set back and utility easement revisions attributable to a minor realignment of the north end of School Street (Res. No. 3991).

At this time the developer has requested that the lots be re-numbered for organizational purposes.

DISCUSSION/ANALYSIS

The Town staff has reviewed the proposed revised final plat and finds it to be substantially the same as the original final plat. Thus, staff recommends that the Town Council approve the revised final plat for the Constitution Trail Centre PUD. The approving resolution references all of the conditions contained within the December 2006 approving resolution.
A RESOLUTION APPROVING A REVISED FINAL PLAT FOR CONSTITUTION TRAIL CENTRE SUBDIVISION

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, on December 18, 2006, by adoption of Resolution No. 3961 the Town conditionally and partially approved the Final Plat of Constitution Trail Centre Subdivision; and

WHEREAS, on February 19, 2007, by adoption of Resolution No. 3991, the Town approved a Revised Final Plat of Constitution Trail Centre Subdivision showing right-of-way, building set back and utility easement revisions along the east side of Lot 1 and Outlot 505; and

WHEREAS, the owner and developer of said property has submitted another revised final plan sheet showing new lot numbers; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to approve the revisions showing new lot numbers as submitted.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That Resolution No. 3961 be and the same is hereby further revised by showing the new lot numbers as reflected in the revised Subdivision Plat filed

SECTION TWO: That the public dedication of property as reflected on the revised Final Plat is hereby accepted.

SECTION THREE: That the Town reserves the acceptance for maintenance of streets and other public utilities shown on the revised Plat.

SECTION FOUR: That all of the conditions set forth in Resolution Nos. 3961 and 3991 be and the same are incorporated herein.

SECTION FIVE: That upon meeting the conditions imposed herein, the Town Clerk be and she is hereby authorized and directed to certify, record and file a fully executed copy of this Resolution and said Plat in the manner provided by law.

SECTION SIX: PIN: Book _____ No. ____________________.

ADOPTED this ___ day of __________________, 2007.

APPROVED:

____________________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

____________________________________
Town Clerk

APPROVAL OF CONDITIONS:

____________________________________
Corporation Counsel

Done this ___ day of __________________, 2007.

Prepared by Steven D. Mahrt, Corporation Counsel, 100 East Phoenix Avenue, P. O. Box 589, Normal, IL 61761

Return to: Clerk, Town of Normal, 100 East Phoenix, P. O. Box 589, Normal, IL 61761
General Orders
Resolution Conditionally and Partially Approving an Amended Final Development Plan for the University Center PUD and Lifting the Main Street Moratorium for this Project

PREPARED BY: Mercy Davison, Town Planner
REVIEWED BY: Mark R. Peterson, City Manager
Greg Troemel, Director of Inspections
BUDGET IMPACT: N/A
STAFF RECOMMENDATION: Approval
ATTACHMENTS: Proposed Resolution; March 19, 2007 Town Council Report

BACKGROUND
The March 19, 2007 Town Council agenda included an amendment to the University Center Planned Unit Development. As you may recall, the issue pertained to the remodeling of the former Eagle Grocery Store space at 1101 N. Main Street for use by Illinois State University. The attached Council Report, from the March 19, 2007 Council packet, explains in detail the proposed amendment to the PUD, which includes a total façade renovation, outdoor lighting replacement, and addition of landscaping to the existing parking lot.

As explained in the March 19th Town Council Report, 1101 N. Main Street is located within the Main Street Redevelopment Project area and is, therefore, subject to the Main Street moratorium. The moratorium includes a process for development approval for property owners interested in starting a development prior to the expiration of the moratorium. The process involves a review by Farr Associates and a subsequent recommendation by the Main Street Commission, which is composed of a representative from the City of Bloomington, BroMenn Regional Medical Center, Illinois State University, Illinois Wesleyan University and the Town of Normal. The Main Street Commission’s recommendation is binding on the Town Council based on an intergovernmental agreement to the extent that the Town Council may not lift the moratorium for a project without the favorable recommendation of the Commission.

At the time of the March 19 Town Council meeting, the Main Street Commission had not yet reviewed the proposed plan for 1101 N. Main Street. Thus, the Town Council tabled the item until such time that the Main Street Commission had made a recommendation on the project.

DISCUSSION/ANALYSIS
The Main Street Commission has met twice to consider the proposed amendment to the University Center PUD at 1101 N. Main Street. On March 21 the Commission met to review the plans that had previously been reviewed and approved by the Town of Normal Planning Commission. Doug Farr participated in the Main Street Commission meeting via telephone. Mr. Farr and the meeting participants all agreed on several points. First, as the first post-moratorium Main Street development, the university’s proposal must be carefully
considered. Second, the university’s re-use of a large, vacant building will have a positive impact on Main Street. Third, the university’s ability to alter the site is constrained by the fact that the project is not a complete redevelopment. The existing buildings will remain, and the rest of the PUD will not be altered. Thus, the site will retain much of its “suburban” character, with the building set back far from the property line and with a large parking lot fronting on Main Street.

Given the property constraints, Mr. Farr made the following suggestions for plan revisions:

1. Enhanced pedestrian connection between the building and Main Street.
2. Additional trees
3. Increased greenspace
4. Consideration of future development closer to Main Street

The university agreed to the recommended changes and submitted a revised landscaping plan for further review at the March 26 meeting of the Main Street Commission. The revised plan included the following:

1. A sidewalk constructed within the southernmost parking lot island leading from the building to Main Street
2. 20 additional trees, primarily ornamental varieties located in the parking lot islands
3. Increased greenspace near Main Street, resulting in 15’8” of landscaping west of the sidewalk where the site currently has only 6 feet. This was accomplished by narrowing the parking space widths, and only 3 parking spaces were lost as a result.

University representatives also agreed that future development closer to Main Street would be considered.

In sum, the Planning Commission unanimously recommended in favor of the proposed amendment to the University Center PUD at its March 8, 2007 meeting with conditions recommended by staff, including Town staff approval of the sign plan prior to installation, the addition of ornamental grasses to the landscaped islands, waiver of the Community Design Standards for the overall University Center PUD, and the submission of a final plat or lot layout plan creating a separate lot for the property to be acquired by the Illinois State University Foundation. The Main Street Commission then unanimously recommended in favor of the plan with the site plan and landscaping revisions noted above.

Thus, Town staff recommends that the Town Council lift the moratorium to permit the proposed amendments to the University Center PUD with the conditions recommended by the Planning Commission and the site plan/landscaping revisions recommended by the Main Street Commission.
RESOLUTION CONDITIONALLY AND PARTIALLY APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR THE UNIVERSITY CENTER PUD AND LIFTING THE MAIN STREET MORATORIUM

WHEREAS, the Town of Normal has enacted a comprehensive zoning ordinance incorporated as Division 15 of the Municipal Code, Town of Normal, Illinois, 1969, as amended; and

WHEREAS, pursuant to said zoning ordinance, developers of real estate may petition to develop said property through the use of a planned unit development; and

WHEREAS, by choosing to develop property as a planned unit development, the developer elects to submit a contemplated development proposal to a legislative and discretionary review by the Planning Commission and Town Council; and

WHEREAS, after notice and hearing as required by law, the Planning Commission did on March 8, 2007, review and recommend approval of an amended final development plan for the above-described planned unit development; and

WHEREAS, after considering the report and recommendation of the Planning Commission, the President and Board of Trustees find it in the best interest of the citizens of Normal to approve said amended final development plan; and

WHEREAS, the Main Street Commission met on March 26, 2007, and recommended that the Council approve this project as presented March 26, 2007, notwithstanding the existing moratorium.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That this Resolution pertains to the amended final development plan for the University Center Planned Unit Development as on file with the Town Clerk bearing Town of Normal file stamp dated February 12, 2007.

SECTION TWO: That the property, which is subject to the terms of this Resolution, is described as follows:

Beginning at the Southeast Corner of said Lot 2. From said Point of Beginning, thence westerly 563.11 feet on the South Line of said Lot 2 to the Southwest Corner thereof; thence North 290.14 feet along the West Line of said Lot 2 which
forms a 90°-00'-00" angle to the left with the aforesaid South Line; thence easterly 561.67 feet on the westerly extension of the North Wall Line, along the North Wall Line of the existing Eagle Food Store and along the easterly extension of the North Wall Line which form an 89°-58'-42" angle to the left with the said West Line to a point on the East Line of said Lot 2; thence South 289.93 feet on the said East Line which forms an angle to the left of 90°-18'-21" with the last described course to the Point of Beginning, containing 163,112 square feet = 3.745 ± acres.

SECTION THREE: That the amended final development plan identified herein be and the same is hereby conditionally and partially approved, and the following waivers to the Town Code are hereby allowed in order to permit development in accordance with the identified plan:

a. Waiver of Community Design Standards.

SECTION FOUR: That the approval is conditioned on the following:

a. Sign Plan must obtain Staff approval prior to installation.

b. Ornamental grass must be added to the landscape islands.

c. Submission of a final plat or lot layout plan creating a separate lot for the property described in Section Two above.

SECTION FIVE: That except to the extent waived herein, development maintenance and occupancy of said planned unit development shall comply with Town Codes and Ordinances.

SECTION SIX: That the existing moratorium on construction for this area be waived for this development.

ADOPTED this ____ day of ___________________, 2007.

APPROVED:

_________________________________________
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

__________________________________
Town Clerk
(seal)
Resolution Conditionally and Partially Approving an Amended Final Development Plan for the University Center PUD

PREPARED BY: Mercy Davison, Town Planner

REVIEWED BY: Mark R. Peterson, City Manager
Steven D. Mahrt, Corporation Counsel
Greg Troemel, Director of Inspections

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Conditional Approval (4-0)

ATTACHMENTS: Proposed Resolution; Staff report to the Planning Commission; Minutes of the March 8, 2007 Planning Commission meeting are included in the Addendum.

BACKGROUND

The University Center PUD was originally developed in the late 1980s as a strip retail center (Res. No. 1378) and was amended several times over the years. In 2005 the Eagle Grocery Store left the location, and in 2006 the drycleaners at the north end of the strip center closed. Illinois State University has since been renting the former Eagle space for storage. The drycleaners has remained vacant. The following businesses are still in operation at the University Center PUD: Kentucky Fried Chicken/A & W, Alton Route Credit Union, Walgreens, and Ming’s Wok.

At this time the Illinois State University Foundation is proposing to buy the former Eagle space and lease it to the university, which will most likely utilize the space for University Advancement and its offices. This building renovation will involve a significant change to the building and site appearance, explained as follows:

Building appearance
The Eagle storefront will be completely remodeled primarily in brick with EIFS accents and a standing seam metal roof. The brick will be a dark red similar to the brick used on the Schroeder Hall renovation at the southeast corner of College and University. The red brick will wrap around the south end of the building approximately six feet, at which point it will transition to the existing beige brick.

Landscaping
Currently, the only landscaping near the former Eagle space is found on the perimeter of the site along Main Street and along the south property line. None of the existing perimeter trees will be removed;
however, additional ornamental trees and shrubs will be installed to further screen the parking lot along Main Street. A significant amount of foundation plantings will be added along the face of the building where a small lawn area will also be installed. Where currently the parking lot is devoid of vegetation, the proposed new parking lot design includes landscaped islands to accommodate 12 shade trees and four ornamental trees.

Note that even with the added landscaping, the overall PUD site will still not meet the Community Design Standards code in regard to the amount of greenspace and number of trees and shrubs. Thus, the site will require a general waiver from the Community Design Standards. Similar waivers have been granted for other projects in which the site was developed prior to the adoption of the CDS code.

**Lighting**
The existing site lighting will be removed, including the parking field lights and the wallpacks. The new parking field lights will be full cutoff fixtures with a modern appearance, and light levels will meet the Community Design Standards. The new wallpacks will also be full cutoff to eliminate glare issues.

**Signage**
No sign plan has been proposed at this time. It is likely that the university will install monument signage similar to the red-and-white monument signage elsewhere on the ISU campus. Limited wall signage is also likely.

**DISCUSSION/ANALYSIS**

Permitting an amendment to a Planned Unit Development is appropriate when the amendment supports the PUD goals set forth in Sec. 15, Div. 9 of the zoning code. These goals include the efficient use of land, high quality building design, and significant landscaping. The redevelopment of the vacant Eagle Grocery Store building clearly meets these goals. The façade renovation and addition of foundation plantings will greatly enhance the appearance of the building, which has not been updated or significantly improved in many years. The addition of landscaping within the parking lot will be a considerable improvement over the current parking lot design, which has no green space. The updated lighting will eliminate glare issues caused by the existing lights. The fact that these improvements will be made along a prime commercial corridor is yet one more benefit.

**Main Street Corridor Moratorium**
The proposed PUD amendment requires an added layer of review based on the property’s location within the Main Street Corridor, which extends from Interstate 55 on the north to Interstate 74 on the south. As you know, the goal of the Main Street Redevelopment Project is to create a comprehensive redevelopment plan for the Main Street Corridor. This planning effort is under the joint control of the Main Street Commission, which includes the leaders of the City of Bloomington, BroMenn Regional Medical Center, Illinois State University, Illinois Wesleyan University and the Town of Normal.

In order to allow time to create the redevelopment plan and associated design guidelines, the Town of Normal and the City of Bloomington enacted a development moratorium along the Main Street Corridor in December 2006. The moratorium expires upon the earlier of January 1, 2008 or the date that design guidelines are adopted. The moratorium includes a process for development approval for property owners interested in starting a development prior to the expiration of the moratorium. The review process starts with Farr Associates, the urban planner hired to create the Main Street Redevelopment Plan. Farr’s evaluation of development proposals will be based on the planning and development principles set forth in the Charter of the New Urbanism, which focuses on high-quality landscaping and building design, pedestrian friendly elements, appropriate scale, and the like. In addition to evaluating the site plan details, Mr. Farr’s review will also take into account the larger context of the Main Street Corridor. Farr’s analysis will then be forwarded to the Main Street Commission, which will make the final
recommendation to the Town Council on whether or not the project merits a waiver of the moratorium. The redevelopment of the Eagle Grocery Store will be the first project to go through the Main Street Commission process.

Based on timing issues, the Main Street Commission will not meet prior to Town Council review of the amended University Center PUD. Thus, it would be appropriate for the Town Council to evaluate the proposed PUD amendment based on current code and on the recommendation of the Planning Commission and then to condition approval on the subsequent recommendation of the Main Street Commission. If the Main Street Commission’s recommendation supports the proposed PUD amendment as presented or with minor changes, Town staff could be authorized to waive the moratorium administratively without additional Town Council action. If significant changes are recommended by the Main Street Commission, the issue would return to the Council for final action.

The Planning Commission considered the proposed PUD amendment at its March 8, 2007 meeting. Only the developer testified. The Planning Commission voted 4-0 in favor of the proposed PUD amendment with the following conditions and waiver:

1. The sign plan requires Town staff approval prior to installation.
2. Ornamental grasses must be added to the landscaped islands.
3. Waiver of the Community Design Standards.

Rick Boser recused himself from the vote based on his employment with Illinois State University.

Based on current code standards and the recommendation of the Planning Commission, Town staff recommends that the Town Council approve the proposed PUD amendment with the following conditions and waiver:

1. Town staff approval of the sign plan prior to installation.
2. Addition of ornamental grasses to the landscaped islands.
3. Waiver of the Community Design Standards.
4. Approval of the development by the Main Street Commission, provided minor modifications in the plan by the Commission shall be subject to Town Staff approval, and if approved by Staff, shall become a part of this Plan.
5. Submission of a final plat or lot layout plan creating a separate lot for the property to be acquired by the Illinois State University Foundation.
New
Business
TOWN COUNCIL ACTION REPORT

March 29, 2007

Presentation About the East Side Highway Phase One Corridor Study to the Town Council by Jerry Payonk of Clark Dietz Engineers

PREPARED BY:   Mercy Davison, Town Planner
REVIEWED BY:   Mark R. Peterson, City Manager
BUDGET IMPACT: N/A
STAFF RECOMMENDATION: Approval
ATTACHMENTS: N/A

BACKGROUND

At the April 2, 2007 meeting of the Town Council, Jerry Payonk will give a presentation on the East Side Highway Phase One Corridor Study. Mr. Payonk is with Clark Dietz Engineers out of Champaign, Illinois and is the Project Manager for the Phase One Corridor Study. Mr. Payonk has also worked with the Town on numerous other projects, including the Uptown roadway project.

The Phase One Corridor Study is part of the overall federal review process required for highway projects. Phase One includes both the corridor study and the design study; however, at this time only the corridor study phase has been funded. Mr. Payonk will update the Town Council on the progress made thus far on the Phase One Corridor Study as well as expected next steps. His presentation will include a summary of the public process and public participation required in Phase One. Additional information can also be found at www.eastsidehighway.com, a website maintained by McLean County.

Given that the East Side Highway project is in the early stages, now would be an opportune time for the Town Council to learn more about the process and to ask any questions of Mr. Payonk.

DISCUSSION/ANALYSIS

Town staff recommends that Mr. Payonk’s report be received.
Motion to Approve an Appointment to the Planning Commission

PREPARED BY: Geoff Fruin, Assistant to the City Manager

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Approval

BACKGROUND

Under separate cover, Council received an Executive Memorandum from Mayor Koos recommending an appointment to the Planning Commission. If any member of the Council wishes to discuss the proposed appointment, it would be appropriate to adjourn to Executive Session for that discussion.
Request to Adjourn to Executive Session

PREPARED BY:     Mark R. Peterson, City Manager

BUDGET IMPACT:   N/A

STAFF RECOMMENDATION: That the Council adjourn to Executive Session at the conclusion of your regular meeting on April 2, 2007

BACKGROUND

Immediately following your meeting of April 2, 2007, staff is requesting an opportunity to meet with the Mayor and Council in Executive Session. The purpose of this Executive Session is to approve the minutes of the Executive Session of March 19, 2007 and to discuss matters pertaining to personnel.