

TOWN OF NORMAL
NORMAL, ILLINOIS

CITY HALL
PHONE: 454-2444

PROPOSED AGENDA FOR TOWN COUNCIL MEETING

January 4, 2010

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 December 21, 2009 Pertaining to the Proposed Annexation Family Video Development
Approval of the Minutes of the Regular Meeting of December 21, 2009
 - B. Approval of Town of Normal Expenditures for Payment as of December 30 , 2009
 - C. Resolution Appointing Freedom of Information Act and Open Meetings Act Officer
 - D. Resolution Authorizing a Supplemental Agreement with RATIO Architects for Additional Design Services Related to a Redesign of the First Floor of the Multi-Modal Transportation Center Project in the Amount Not to Exceed \$61,000 and Approval of an Associated Budget Adjustment
 - E. Resolution Ratifying Execution of an Assignment and Assumption of Lease - BroMenn
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

6. None

NEW BUSINESS

7. Motion to Adjourn to Executive Session

CONCERNS

ADJOURNMENT

Omnibus Vote

MINUTES OF A PUBLIC HEARING CONDUCTED IN THE COUNCIL CHAMBERS, CITY HALL, 100 EAST PHOENIX AVENUE, NORMAL, MCLEAN COUNTY, ILLINOIS, MONDAY, DECEMBER 21, 2009 - PROPOSED ANNEXATION FAMILY VIDEO DEVELOPMENT

1. CALL TO ORDER:

Mayor Chris Koos called the public hearing to order at 7:00 p.m., Monday, December 21, 2009.

2. ROLL CALL:

The Clerk called the roll with the following persons physically

PRESENT: Mayor Chris Koos and Councilmembers Sonja Reece, Adam Nielsen, Jeff Fritzen, Chuck Scott, and Jason Chambers.

ABSENT: Councilmember Cheryl Gaines.

3. NOTICE OF PUBLICATION:

Mayor Koos stated the Public Notice was published in The Normalite on December 3, 2009.

4. COMMENTS FROM THE PUBLIC:

Mayor Koos announced the developers had requested this matter carried over to the second meeting in January, 2010.

5. ADJOURNMENT:

MOTION:

Councilmember Reece moved, seconded by Councilmember Scott, the public hearing be recessed and reconvened at the January 19, 2010, Council meeting.

AYES: Reece, Nielsen, Fritzen, Scott, Chambers, Koos.

NAYS: None.

ABSENT: Gaines.

Motion declared carried.

Mayor Koos recessed the public hearing at 7:01 p.m., Monday, December 21, 2009.

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, 100 EAST PHOENIX AVENUE, NORMAL, MCLEAN COUNTY, ILLINOIS – MONDAY, DECEMBER 21, 2009.

1. CALL TO ORDER:

Mayor Chris Koos called the Regular Meeting of the Normal Town Council to order at 7:01 p.m., Monday, December 21, 2009.

2. ROLL CALL:

The Clerk called the roll with the following persons physically

PRESENT: Mayor Chris Koos and Councilmembers Sonja Reece, Adam Nielsen, Jeff Fritzen, Chuck Scott, and Jason Chambers. Also present were City Manager Mark Peterson, Assistant City Manager Pamela Reece, Corporation Counsel Steve Mahrt, and Town Clerk Wendy Briggs.

ABSENT: Councilmember Cheryl Gaines (arrived at 7:11 p.m.)

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 and from voting on Item E.

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

Councilmember Fritzen excused himself from voting on any expenses he may have incurred while performing Council duties.

No items were removed from the Omnibus Vote Agenda.

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Scott, the Council Approve the Omnibus Vote Agenda.

AYES: Reece, Nielsen, Fritzen, Scott, Chambers, Koos.

NAYS: None.

ABSENT: Gaines.

Motion declared carried.

- A. APPROVAL OF THE MINUTES OF THE PUBLIC HEARING OF DECEMBER 7, 2009, PERTAINING TO THE PROPOSED PROPERTY TAX INCREASE: Omnibus Vote.
APPROVAL OF THE MINUTES OF THE PUBLIC HEARING OF DECEMBER 7, 2009, PERTAINING TO COMCAST CABLE RATES: Omnibus Vote.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF
DECEMBER 7, 2009: Omnibus Vote.

- B. APPROVAL OF TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS
OF DECEMBER 16, 2009: Omnibus Vote.
- C. MOTION TO WAIVE BIDS FOR THE PURCHASE OF VEHICLES FOR THE
POLICE DEPARTMENT THROUGH THE STATE VEHICLE PURCHASE
CONTRACT: Omnibus Vote.
- D. MOTION TO WAIVE THE FORMAL BIDDING PROCESS AND ACCEPT A
QUOTE FROM LAESCH ELECTRIC, INC., FOR THE INSTALLATION OF A
CONDUIT FOR FIBER IN AN AMOUNT UP TO \$40,505: Omnibus Vote.
- E. MOTION AUTHORIZING TOWN STAFF TO NEGOTIATE A
REDEVELOPMENT AGREEMENT WITH BILL JOHNSTON AND JACK
CAPODICE (602 & 604 HESTER STREET): Omnibus Vote.
- F. MOTION INITIATING A ZONING CODE TEXT AMENDMENT REVISING
SEC. 15.4-5 (PERMITTED OBSTRUCTIONS IN REQUIRED YARDS):
Omnibus Vote.
- G. RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY FOR
CENTRALIZED BOOKING SERVICES: Resolution No. 4449: Omnibus Vote.
- H. RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERN-
MENTAL AGREEMENT FOR STORM WATER EDUCATION SERVICES
PROVIDED BY THE ECOLOGY ACTION CENTER: Resolution No. 4450:
Omnibus Vote.
- I. ORDINANCE REZONING PROPERTY IN THE TOWN OF NORMAL –
CORN BELT SUBSTATION (1898 GREGORY): Ordinance No. 5316:
Omnibus Vote.
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:

There were no items removed.

GENERAL ORDERS

6. ORDINANCE REZONING PROPERTY IN THE TOWN OF NORMAL – GCK
THEATERS, INC. (1010 S. MAIN STREET):

MOTION:

Councilmember Reece moved, seconded by Councilmember Scott, the Council Approve the Ordinance Rezoning Property in the Town of Normal – GCK Theaters, Inc. (1010 S. Main Street).

Mr. Don Adams, The Farnsworth Group, Bloomington, Illinois, Engineer for the proposed development, addressed the Council, explaining the background of the development and presented an overview of the proposed development. Mr. Adams explained the addition of fencing along the alley to restrict access to the development along the alley, as well as other changes to the proposed plan in an attempt to address the concerns of the neighbors.

Mr. Ed Brady, Manager of Brady Homes, 2201 Eastland Drive, Bloomington, Illinois, one of the developers of the proposed development, addressed the Council specifically addressing the parking for the development, the proposed management for the property, security for the area, and the density of the development. Mr. Brady also indicated protective covenants would be made part of this Planned Unit Development, as well as recorded with the McLean County Recorder of Deeds.

Mr. Brady introduced Mr. Tony Bufka, a member of the Young America Realty property management team, who also addressed the security plan for the development and responded to questions from Council.

Councilmember Gaines posed questions concerning the proposed fence on the property, which questions were responded to by Mr. Brady. Councilmembers Fritzen and Reece posed questions concerning making the protective covenants part of the permanent record, which questions were responded to by Corporation Counsel Steve Mahrt and City Manager Mark Peterson.

Ms. Kristy Embry, 1107 S. University Street, Normal, Illinois, addressed the Council expressing concern with the development, indicating it was her opinion this would have a negative effect on the entire neighborhood.

Mr. Steven Denny, 1105 S. University Street, Normal, Illinois, commented this property would destroy the peace, safety, and security of the neighborhood.

Mr. Phil Bowles, 1 Palm Court, Bloomington, Illinois, commented on the relationship of this development to the proposed form-based code for the Main Street Corridor. Mayor Koos explained the form-based code was not a topic of discussion at this time.

Mr. Jason Riddle, 413 E. Cherry Street, Normal, Illinois, posed questions for clarification purposes concerning the Main Street guidelines. Mayor Koos reiterated the Main Street guidelines were not being discussed at this meeting.

Ms. Kathy Michael, 2018 Juniper Lane, Bloomington, Illinois, explained she was representing the Zellers (owners of Avanti's Restaurant) and urged the Council to postpone the vote on the issue until the Zellers have had a chance to evaluate the affect this development will have on their property on Main Street.

Mr. Brady and Mr. Adams responded to questions and concerns from Council. Mr. Brady wrapped up his comments explaining possible options for this area if this development is not approved.

Mayor Koos offered comments on the proposed development. Councilmember Gaines expressed concern with the impact the development would have on the neighborhood.

Councilmember Fritzen posed questions concerning access from Main Street for this area, which questions were responded to by Town Engineer Gene Brown. Councilmember Fritzen commented on the issues surrounding this project.

Councilmembers Reece and Chambers commented on the placement of multi-family housing within the community.

Councilmember Nielsen volunteered to be a part of an ad hoc committee to study density and the location of R-3 zoned property within the Town. Councilmember Nielsen expressed the need to preserve single-family neighborhoods within the community.

Mayor Koos indicated he shares the concern of the neighbors with preserving neighborhoods and further indicated the need to explore further multiple-family developments and the need for student residences within the community.

AYES: Fritzen

NAYS: Reece, Nielsen, Scott, Chambers, Gaines, Koos.

Motion declared failed.

7. RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN FOR 1010 S. MAIN STREET APARTMENTS:

MOTION:

Councilmember Nielsen moved, seconded by Councilmember Fritzen, the Council Adopt a Resolution Conditionally Approving a Preliminary Planned Unit Development Plan for 1010 S. Main Street Apartments.

AYES: None.

NAYS: Reece, Nielsen, Fritzen, Scott, Chambers, Gaines, Koos.

Motion declared failed.

NEW BUSINESS

There was none.

8. CONCERNS:

Holiday Greetings were extended by the Mayor and Council to the citizens of the Town of Normal.

9. ADJOURNMENT:

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn.

MOTION:

Councilmember Gaines moved, seconded by Councilmember Chambers, the Regular Meeting of the Normal Town Council be Adjourned.

AYES: Reece, Nielsen, Fritzen, Scott, Chambers, Gaines, Koos.

NAYS: None.

Motion declared carried.

Mayor Chris Koos adjourned the Regular Meeting of the Normal Town Council at 9:15 p.m., Monday, December 21, 2009.

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>General Fund</u>		
AMERENIP	STARK PORTION	\$58.15
NICOR GAS	STARK PORTION	\$102.05
EVERGREEN FS INC.	7205 GAL @\$2.3007/GAL DIE	\$16,576.46
EVERGREEN FS INC.	UNLEADED FUEL 8208 GAL @\$	\$17,581.53
ONSRUD, CRAIG	PRO SHOP INV PMT 11/29-12	\$377.21
ONSRUD, CRAIG	PRO SHOP TAX PMT 11/29-12	\$18.75
BECKY STRACK	POSTAGE STAMPS-SHARING TR	\$167.20
General Fund Total		\$34,881.35
<u>General Fund Mayor & Council Administration</u>		
MCLEAN CO COMMUNITY COMPACT	2010 CONTRIBUTION	\$100.00
General Fund Mayor & Council Administration Total		\$100.00
<u>General Fund Administration - City Mgr City Manager</u>		
ILCMA	WINTER CONFERENCE-REECE,F	\$240.00
General Fund Administration - City Mgr City Manager Total		\$240.00
<u>General Fund Administration - City Mgr Uptown Project</u>		
AMERENIP	108 E BEAUFORT	\$121.47
AMERENIP	TOWN PORTION	\$58.15
NICOR GAS	TOWN PORTION	\$102.05
COMCAST SPOTLIGHT INC	UPTOWN ADS / #5716	\$1,550.00
COMCAST SPOTLIGHT INC	UPTOWN ADS - #5716	\$238.10
COMCAST SPOTLIGHT INC	UPTOWN ADS - #5716	\$350.00
COMCAST SPOTLIGHT INC	UPTOWN ADS - #5716	\$500.00
General Fund Administration - City Mgr Uptown Project Total		\$2,919.77
<u>General Fund Administration - City Mgr General Expense Dept.</u>		
WALMART COMMUNITY BRC	CHILDREN'S PARTY	\$113.58
WEAVER'S RENT-ALL	SANTA COSTUME	\$55.00
MUNICIPAL INS COOPERATIVE AGENCY	DEDUCTIBLE	\$1,000.00
MUNICIPAL INS COOPERATIVE AGENCY	DEDUCTIBLE	\$1,000.00
FARR ASSOCIATES ARCHITECTURE, INC	UNDERWOOD HOUSE PROJECT	\$2,200.00
CENTRAL ILLINOIS REGIONAL AIRPORT	FINAL-A.E./ DFW PROGRAM	\$50,000.00
MARCFIRST	NOV- UPTWN JANITORIAL SVC	\$1,200.00
Jacquelyn T. Borries	TOWING REFUND	\$560.00
General Fund Administration - City Mgr General Expense Dept. Total		\$56,128.58
<u>General Fund Facility Management Administration</u>		
AMERENIP	7854969002 - 207 S LINDEN	\$185.93
AMERENIP	6829710025 305 S LINDEN U	\$281.45
AMERENIP	3596315002 305 S LINDEN	\$42.86
AMERENIP	305 S LINDEN UNIT 101 756	\$30.22
AMERENIP	7061885005 900 S LINDEN	\$65.28
CORN BELT ENERGY CORP	WATER TOWER	\$40.48
AMERENIP	112 PARKINSON	\$17.82
CLARK & BARLOW	DOOR CLOSER, STEMS	\$280.42
BILL'S KEY & LOCK SHOP	RE-KEY CYLINDER - CAC	\$52.75
MCDONALD SUPPLY	URINAL REPAIR KITS	\$1,067.62
MENARDS	48" T8 FULL/SIZE WRAP	\$39.99
MENARDS	TRADITIONAL KIT ARC, WRAP	\$134.98
MENARDS	BATTERIES,GLOVES, BULBS	\$99.75
MENARDS	ELEC WTR HEATER, PARTS	\$239.26
MENARDS	FLAPPER PARTS	\$11.04
MENARDS	SUPPLIES LESS CREDITS	\$16.25
WHERRY MACHINE & WELDING INC	HANDRAIL FOR CAC	\$588.42
INTERSTATE ALL BATTERY CENTER	6V BATTERY (ACCT 9264)	\$71.98
REINHART GROUNDS MAINTENANCE INC	6 PALLETS OF SALT	\$3,240.00
SHERWIN-WILLIAMS CO	PAINT/SUPPLIES - CAC	\$32.38
SUGAR CREEK ELECTRIC INC	ELEVATOR SERVICE (CH)	\$280.00
NYBAKKE VACUUM SHOP INC	SEBO BRUSHES	\$89.97
U S MECHANICAL SERVICES	FURNACE CHECKED- 611 ANX	\$82.00
U S MECHANICAL SERVICES	ROOF TOP UNITS - CDM	\$328.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
U S MECHANICAL SERVICES	FURNACE- PD EVIDENCE RM	\$82.00
OFFICE STATE FIRE MARSHAL	BOILER INSP - CAC	\$100.00
G & B MECHANICAL	PLEATED FILTERS (THEATER)	\$152.41
CHEMSEARCH	FLASH AEROSOL	\$144.27
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL- NPD	\$249.35
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL- CHALL	\$108.25
MENARDS	BULBS (FAC MGMT)	\$29.96
MILLER JANITOR SUPPLY	GARBAGE LINERS- 33NCH/CDM	\$170.80
CINTAS CORPORATION #396	CARPET RUNNER - CDM	\$52.60
CINTAS CORPORATION #396	CARPET RUNNER - CDM	\$52.60
KAEB SANITARY SUPPLY INC	KRAFT TOWELS - NW SUB/PD	\$32.28
KAEB SANITARY SUPPLY INC	DISINFECTANT - 211 ANNEX	\$15.95
KAEB SANITARY SUPPLY INC	DISINFECTANT - WTR ADMN	\$15.95
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR- PD	\$26.29
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR-CHALL	\$111.78
SUNRISE SUPPLY	AEROBLUE,BOWL CLNR- CAC	\$82.18
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR - PD	\$141.38
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR- PW	\$82.18
SUNRISE SUPPLY	BOWL CLNR - 1110 DOUGLAS	\$11.49
SUNRISE SUPPLY	BOWL CLEANER (FM)	\$11.49
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR- FMGT	\$70.69
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR- CDM	\$141.38
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR- 611	\$41.09
SUNRISE SUPPLY	AEROBLUE, BOWL CLNR (211)	\$33.99
SUNRISE SUPPLY	AEROBLUE,BOWL CLNR- FM	\$33.99
General Fund Facility Management Administration Total		\$9,313.20
<u>General Fund Finance Administration</u>		
ILLINOIS GFOA	RON HILL	\$300.00
ILLINOIS GFOA	MIKE STEELE	\$195.00
ILLINOIS GFOA	PATRICIA TUCKER	\$170.00
ILLINOIS GFOA	ANDREW HUHN	\$220.00
ILLINOIS GFOA	KAREN KILLINGSWORTH	\$145.00
ILLINOIS GFOA	NAN JIA	\$125.00
General Fund Finance Administration Total		\$1,155.00
<u>General Fund Purchasing Office Supply</u>		
HASLER INC	RENTAL: JAN-MAR/10 (611)	\$150.00
HASLER INC	RENTAL: JAN/10-MAR/10	\$282.00
W M PUTNAM COMPANY	2010 TAB LABELS	\$18.00
W M PUTNAM COMPANY	SUPPLIES - 611 ANNEX	\$65.39
W M PUTNAM COMPANY	SUPPLIES - 211 ANNEX	\$24.21
W M PUTNAM COMPANY	SUPPLIES - C HALL	\$322.58
QUILL CORPORATION	NOTE BOOKS, MEMO BOOKS	\$144.90
QUILL CORPORATION	SHARPIE MARKERS, PENS	\$41.98
QUILL CORPORATION	ENVELOPES	\$356.84
QUILL CORPORATION	DURACELL BATTERIES	\$51.16
MIDLAND PAPER	COPY PAPER, DIGITAL CVRS	\$1,113.52
General Fund Purchasing Office Supply Total		\$2,570.58
<u>General Fund Purchasing Administration</u>		
US POSTAL SERVICE/HASLER	C HALL POSTAGE	\$10,000.00
General Fund Purchasing Administration Total		\$10,000.00
<u>General Fund Information Technology Administration</u>		
COMMUNICATION REVOLVING FUND	ACCT T8889158	\$1,285.21
VERIZON WIRELESS - PA	ACCT 486055053-00001	\$196.08
MCLEAN CO INFORMATION SERVICES	ACCT T8880050	\$219.35
DATALINK CORPORATION	NET-HW/SW MAINT RENEWAL	\$4,718.00
VERIZON NORTH	ACCT 12 1184 2781306525 0	\$295.53
VERIZON NORTH	ACCT 12 1184 2792080605 0	\$30.49
VERIZON NORTH	ACCT 12 9000 2760082679 0	\$7,263.02
NEXTEL COMMUNICATIONS	ACCT 183003087	\$4,025.40

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
VERIZON - NJ	1410420866-09341	\$470.00
ERIK VANETTEN	VANETTEN GIS DATABASE DEV	\$1,932.00
CDW GOVERNMENT INC	DYMO CD / DVD	\$87.79
CDW GOVERNMENT INC	TONER, SHIPPING LABELS	\$225.99
GOVCONNECTION INC	POWER STRIPS	\$35.96
MNJ TECHNOLOGIES DIRECT INC	HP TONERS & PRINT CART	\$794.08
General Fund Information Technology Administration Total		\$21,578.90
<u>General Fund Human Resources Administration</u>		
Skipp Schaeffbauer	ISABEL WELLNESS REIMB	\$200.00
Skipp Schaeffbauer	MCKENNA WELLNESS REIMB	\$200.00
Skipp Schaeffbauer	SKIPP WELLNESS REIMB	\$36.00
Ruth Reeves	WELLNESS REIMB/FINAL	\$40.80
Lolita Green	WELLNESS REIMB FINAL	\$36.00
Brian Tobin	REIMBURSEMENT / TOBIN	\$897.31
HEALTHSMART BENEFIT SOLUTIONS INC	FLEX PLAN- ADMIN / NOV09	\$330.15
General Fund Human Resources Administration Total		\$1,740.26
<u>General Fund Inspections Administration</u>		
FEDEX	CONSERV. DESIGN FORUM	\$13.00
INTERNATIONAL CODE COUNCIL (BOCA)	'09-ICC CODES CD	\$633.00
General Fund Inspections Administration Total		\$646.00
<u>General Fund Police Narcotics Enforcement</u>		
Normal City Employees Fed. CU	SEIZED VEHICLE	\$4,796.96
General Fund Police Narcotics Enforcement Total		\$4,796.96
<u>General Fund Police Administration</u>		
RAY O'HERRON CO INC	MAG CASE, BELTS	\$69.85
RAY O'HERRON CO INC	BELTS (PASSINI)	\$90.90
RAY O'HERRON CO INC	MAG HOLDER	\$32.95
RAY O'HERRON CO INC	MAG HOLDER	\$39.21
CITY OF BLOOMINGTON	GUN RANGE USE:JUL09-JUN10	\$7,982.50
PURITAN SPRINGS WATER	SERVICE: 12/11 - 01/07	\$33.59
IL ST POLICE BUREAU OF IDENT	LIQUOR LICENSE CHECKS	\$78.50
INTL ASSOC OF CHIEFS OF POLICE	2010 DUES - RICK/KENT (IN	\$240.00
INTOXIMETERS INC	DRYGAS, PAPER ROLL	\$205.00
MUNICIPAL ELECTRONICS INC	REPLACE TRIGGER SWICH	\$93.16
SECTY OF STATE-MOTOR VEH DIV	LICENSE/TITLE/REG. - SEIZ	\$144.00
SUPREME RADIO COMMUNICATIONS	CABLE KIT, ANTENNA	\$89.23
ADVANCE AUTO PARTS	HEADLIGHT (NPD)	\$10.99
DARNALL PRINTING	RACIAL PROFILE SHEETS	\$223.60
CRUTCHER, KENT	TUITION REIMBURSEMENT	\$1,774.46
OFFICE DEPOT CREDIT PLAN	CD ENVELOPES/VEH.MAINT.BO	\$96.92
ULTRAMAX AMMUNITION	AMMUNITION	\$788.00
General Fund Police Administration Total		\$11,992.86
<u>General Fund Fire Foreign Fire Tax</u>		
CLASSIC APPAREL INC	FF SWEATSHIRT	\$65.48
U.S. INSTALLATIONS LLC	RUBBER FLOOR INSTALLED	\$800.00
TREAD TECH	REPAIR TREAD MILL/FIRE	\$119.00
General Fund Fire Foreign Fire Tax Total		\$984.48
<u>General Fund Fire Administration</u>		
WEST SIDE CLOTHING	SHIRTS,BOOTS, FLAGS	\$270.00
MUNICIPAL EMERGENCY SERVICES	SAFETY VEST	\$200.00
SELECT SCREENPRINTS INC	PRINTING SAFETY VESTS	\$92.00
LEGEND ID AND IMS ALLIANCE	NAME TAGS - NFD	\$71.63
BROMENN MEDICAL GROUP	POST W/C TESTING	\$243.00
RANEY TERMITE CONTROL INC	MONTHLY SRV - 3NFD STATN	\$100.50
ACCUMED BILLING INC	ACCUMED CHGS - NOV,2009	\$4,631.97
AMERENIP	KINGSLEY ST. SIREN	\$13.60
AMERENIP	PINE ST. SIREN	\$13.60
CORN BELT ENERGY CORP	PARKSIDE SIREN	\$26.94
CORN BELT ENERGY CORP	CD SIREN	\$27.06

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CORN BELT ENERGY CORP	RAAB RD SIREN	\$20.52
CORN BELT ENERGY CORP	IRONWOOD SIREN	\$28.17
CORN BELT ENERGY CORP	W. COLLEGE SIREN	\$26.79
CORN BELT ENERGY CORP	STATION 3	\$815.30
CHILDERS DOOR SERVICE	DOOR REPAIR HDQTS/FIRE	\$232.60
U S MECHANICAL SERVICES	BAY HEATER SRV - NFD#1	\$82.00
SUPREME RADIO COMMUNICATIONS	MICROPHONE REPAIR	\$157.56
DIVERSIFIED INSPECTIONS INC	ANNUAL SAFETY INSPECTIONS	\$3,484.32
MUNICIPAL EMERGENCY SERVICES	GATE VALVE REPAIR KIT	\$192.00
MENARDS	TUBING, PHLP SCREWS	\$7.20
MENARDS	MISC TRUCK ACCESSORIES	\$12.96
SUPREME RADIO COMMUNICATIONS	E-13 RADIO REPAIR	\$237.50
SUPREME RADIO COMMUNICATIONS	RADIO REPAIR	\$190.00
SUPREME RADIO COMMUNICATIONS	RADIO REPAIR	\$45.00
GLOBAL EMERGENCY PRODUCTS INC	REPAIRS - E13	\$729.39
GLOBAL EMERGENCY PRODUCTS INC	48" SHELF TRACK, PLATE	\$375.84
GLOBAL EMERGENCY PRODUCTS INC	REPAIRS T-12/FIRE	\$370.81
VAN HOOK UPHOLSTERY	TRUCK SEAT REPAIRS/FIRE	\$560.00
UNIVERSITY OF ILLINOIS	MANAGEMENT 1 - BURSACK	\$225.00
WALMART COMMUNITY BRC	DOCUMENT HOLDER	\$7.53
1ST AYD CORPORATION	CITRA SHINE	\$166.72
CHEMSEARCH	CITRON (REFILL)	\$115.34
MILLER JANITOR SUPPLY	WIPERS,SPONGES- 33NCH/FD3	\$373.34
MILLER JANITOR SUPPLY	TP, JUG PUMP - 33NCH/FD3	\$101.86
SUNRISE SUPPLY	CLEANING SUPPLIES - NFD	\$41.09
BROMENN HEALTHCARE	PHARMACY CHGS - NFD	\$192.77
OSF MEDICAL GROUP	MEDICAL SUPPLIES - NFD	\$157.80
MEDLINE INDUSTRIES INC	MISC MEDICAL SUPPLIES	\$338.96
General Fund Fire Administration Total		\$14,978.67
<u>General Fund Public Works Engineering</u>		
TESTING SERVICE CORP	TESTING - APPLE STREET	\$143.00
COPY SHOP	50 PADS FOR ENG	\$78.70
General Fund Public Works Engineering Total		\$221.70
<u>General Fund Public Works Administration</u>		
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL- PW/MAINT	\$137.10
NICOR GAS	1301 WARRINER 11/03 TO 12	\$191.15
DENNY'S DOUGHNUTS & BAKERY	RETIREMENT-COOKIES/CAKE	\$98.95
Ed Fleming	REIMBURSEMENT FOR SODAS &	\$154.90
General Fund Public Works Administration Total		\$582.10
<u>General Fund Public Works Waste Removal</u>		
WEST SIDE CLOTHING	JEANS - COCHRAN / PW	\$288.00
WEST SIDE CLOTHING	LS SHIRTS - COCHRAN /PW	\$57.00
AMERICAN PEST CONTROL	PIGEON SRV - RECYCLE CNTR	\$70.00
AMERICAN PEST CONTROL	PIGEON SRV- MAIN/HOVEY	\$100.00
CHILDERS DOOR SERVICE	DOOR SRV - RECYCLE BLDG	\$185.36
RESOURCE MANAGEMENT COMPANIES	TIPPING SRV - NOV,2009	\$4,004.04
General Fund Public Works Waste Removal Total		\$4,704.40
<u>General Fund Public Works Road & Bridge</u>		
LAESCH ELECTRIC INC	SIGNAL MAINT - NOV/09	\$4,150.77
FARNSWORTH GROUP	BROADWAY BRIDGE INSPECTN	\$2,827.25
General Fund Public Works Road & Bridge Total		\$6,978.02
<u>General Fund Public Works Equipment Maintenance</u>		
CINTAS CORPORATION #396	TWLS/SUPPLIES - PUB WKS	\$46.47
CINTAS CORPORATION #396	TWLS/SUPPLIES - PUB WKS	\$44.97
CINTAS CORPORATION #396	TWLS/SUPPLIES - PUB WKS	\$44.97
CENTRAL ILLINOIS TRUCKS INC	REPAIRS - UNIT 15	\$409.55
CUMBERLAND SERVICENTER INC	WINDSHIELD WASH	\$283.22
DENNISON CORPORATION	REPL AIR CLNR ASSY - N81	\$394.87
DENNISON CORPORATION	ALTERNATOR ASY, CAP ASY	\$440.85

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
DENNISON CORPORATION	LICENSE PLATES LIGHTS	\$18.64
DENNISON CORPORATION	DUST SHIELD	\$19.30
DENNISON CORPORATION	WHEEL ASY, WHEEL COVERS	\$346.22
FASTENAL COMPANY	1/2" AUTOMOTIVE COUPLER	\$32.28
FASTENAL COMPANY	PIPE TAP	\$30.38
KEY EQUIPMENT & SUPPLY CO	AXLE STOP BUMPER, FRGHT	\$91.61
KEY EQUIPMENT & SUPPLY CO	PTO SOLENOID VALVE, FRGHT	\$200.36
KOENIG BODY & EQUIPMENT INC	12V VIBRATOR (PLOW)	\$749.76
KOENIG BODY & EQUIPMENT INC	PLOW BUSHING, VIBRATOR	\$800.67
LEMAN'S CHEVY CITY	REPAIRS - 00 GMC 1500	\$743.89
LEMAN'S CHEVY CITY	REPAIRS - 01 CHEV IMPALA	\$379.85
MOTION INDUSTRIES INC	ELBOW FITTINGS	\$1.95
NAPA AUTO PARTS	POWER STRIP (N82)	\$12.09
TERMINAL SUPPLY CO	HOSE CLAMPS, LED BULBS,	\$105.37
DON OWEN TIRE SERVICE	FIRESTONE TIRES (2)	\$201.32
DON OWEN TIRE SERVICE	INSIGNIA TIRES	\$265.12
DON OWEN TIRE SERVICE	4 - FIRESTON TIRES	\$439.28
DON OWEN TIRE SERVICE	RE-CAPS (FOR STOCK)	\$1,240.00
OWEN TIRE & AUTO CENTER	TRANSFORCE TIRES	\$444.60
WHERRY MACHINE & WELDING INC	THREAD PIPE - ENG 10	\$14.00
WHERRY MACHINE & WELDING INC	FUEL TANK REPAIR - S29	\$126.00
PRAIRIE ARCHWAY INT'L TRUCKS	CLAMP, GLASS, CONTAINER	\$64.02
PRAIRIE ARCHWAY INT'L TRUCKS	HINGE (A26)	\$50.18
PRAIRIE ARCHWAY INT'L TRUCKS	TUBE, HARNESS	\$73.01
PRAIRIE ARCHWAY INT'L TRUCKS	CLAMP	\$20.57
PRAIRIE ARCHWAY INT'L TRUCKS	ADJUSTERS	\$141.84
PRAIRIE ARCHWAY INT'L TRUCKS	COIL SWITCH	\$37.36
PRAIRIE ARCHWAY INT'L TRUCKS	DIFFERENTIAL REPAIR	\$1,683.42
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT - CORE RETURN	(\$20.00)
CARQUEST AUTO PARTS OF BLM IL INC	FILTER WRENCH	\$9.68
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT - CORE RETURN	(\$10.00)
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE PADS	\$53.28
CARQUEST AUTO PARTS OF BLM IL INC	BALL JOINT	\$36.52
CARQUEST AUTO PARTS OF BLM IL INC	BRACKET FOR N-52	\$4.24
ILLINOIS OIL MARKETING EQUIP INC	PUMP REPAIRS	\$692.00
ADVANCE AUTO PARTS	UNIVERSAL STARTER	\$9.98
ADVANCE AUTO PARTS	MUFFLER CLAMP	\$2.59
ADVANCE AUTO PARTS	CABLE FOR S-77	\$3.99
ADVANCE AUTO PARTS	TOOLS FOR SHOP	\$27.36
ADVANCE AUTO PARTS	SHOP SUPPLIES	\$12.68
PETERBILT ILLINOIS	TRANSMISSION REPAIRS- #29	\$250.76
PETERBILT ILLINOIS	T/S SWITCH - A20	\$69.95
General Fund Public Works Equipment Maintenance Total		\$11,141.02
<u>General Fund Public Works Streets</u>		
WEST SIDE CLOTHING	BIBS, JACKET SW/SHIRT- PW	\$230.00
WEST SIDE CLOTHING	L/S SHIRTS, SW/SHIRT- PW	\$182.50
WEST SIDE CLOTHING	BOOTS - SMALLEY / PW	\$81.00
WEST SIDE CLOTHING	LS SHIRTS, SW/SHIRT - PW	\$104.40
WEST SIDE CLOTHING	CLOTHING- A WOOD / PW	\$533.00
LAESCH ELECTRIC INC	SIGNAL MAINT- SEPT/09	\$13,117.10
LAESCH ELECTRIC INC	SIGNAL MAINT- OCT/09	\$2,495.31
LAESCH ELECTRIC INC	SIGNAL MAINT-NOV/09	\$2,964.64
LKM MOWING & LANDSCAPING	ICEMELT- JUV DET CENTER	\$1,258.75
LEXINGTON FORD LLC	TRUCK TEST - S5	\$19.50
AMERENIP	REPL POLE, INSTALL ST LT	\$1,100.00
CORN BELT ENERGY CORP	STREET LIGHTS	\$6,884.36
CORN BELT ENERGY CORP	TRAFFIC SIGNALS	\$568.63
WATER PRODUCTS CO OF ILLINOIS	BRASS NIPPLE	\$23.00
CENTRAL ILLINOIS TRUCKS INC	SS HOSE CLAMP	\$6.54

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MENARDS	COUPLING, 90D ELBOW,	\$17.58
MENARDS	2X4, THERMOSTAT, SCREWS	\$140.26
PRAIRIE SIGNS INC	FLASH COLLAR, PULLEYS,	\$124.80
TRAFFIC SIGN STORE	STREET NAME SIGNS	\$138.00
TRAFFIC SIGN STORE	STREET, PARKING SIGNS	\$269.50
TRAFFIC SIGN STORE	RED/WHT-NO PKG ANY TIME	\$33.00
KOENIG BODY & EQUIPMENT INC	ANTI-ICE SYSTEM	\$2,246.00
MCLEAN COUNTY ASPHALT	COLDMIX / UPM	\$110.67
MCLEAN COUNTY ASPHALT	COLDMIX / UPM	\$222.27
General Fund Public Works Streets Total		\$32,870.81
<u>General Fund Parks & Recreation Recreation/Athletic Prog</u>		
BILL'S KEY & LOCK SHOP	KEYS (PARKS / REC)	\$10.32
General Fund Parks & Recreation Recreation/Athletic Prog Total		\$10.32
<u>General Fund Parks & Recreation Recreation/Youth Programs</u>		
PANTAGRAPH	NOV ADS - PARKS / REC	\$152.80
COLETTE FARNER	REIMBURSE-FEST.OF LITES	\$20.00
WALMART COMMUNITY BRC	SUPPLIES	\$28.25
WALMART COMMUNITY BRC	SUPPLIES	\$25.82
WALMART COMMUNITY BRC	SUPPLIES	\$7.50
WALMART COMMUNITY BRC	SUPPLIES	\$24.10
WALMART COMMUNITY BRC	SUPPLIES	\$62.63
General Fund Parks & Recreation Recreation/Youth Programs Total		\$321.10
<u>General Fund Parks & Recreation Recreation/Teen Programs</u>		
PANTAGRAPH	NOV ADS - PARKS / REC	\$349.92
General Fund Parks & Recreation Recreation/Teen Programs Total		\$349.92
<u>General Fund Parks & Recreation Tournament</u>		
CORN BELT ENERGY CORP	CONCESS @ CHAMPION	\$35.03
EYE TO EYE PRODUCTIONS	MTG - 2011 SOFTBALL VIDEO	\$920.00
General Fund Parks & Recreation Tournament Total		\$955.03
<u>General Fund Parks & Recreation Golf Course Maintenance</u>		
NICOR GAS	IRNWD MAINT.	\$226.67
CORN BELT ENERGY CORP	IRNWD IRRIG.	\$336.11
CORN BELT ENERGY CORP	IRNWD MAINT.	\$187.62
BLOOMINGTON BTB	OIL FILTERS	\$111.73
LAWSON PRODUCTS INC	HVY DUTY CLN KEYNOTE	\$184.18
PRAXAIR DISTRIBUTION INC	CYLINDERS (P/REC)	\$40.53
LAWSON PRODUCTS INC	COLD WTR PLYPRPY LN RTRCT	\$204.14
General Fund Parks & Recreation Golf Course Maintenance Total		\$1,290.98
<u>General Fund Parks & Recreation Rec.- Before/After School</u>		
WALMART COMMUNITY BRC	SUPPLIES	\$601.88
WALMART COMMUNITY BRC	SUPPLIES	\$878.37
ADRIENNE ALT	SCHOOL SUPPLIES	\$16.15
General Fund Parks & Recreation Rec.- Before/After School Total		\$1,496.40
<u>General Fund Parks & Recreation Golf Course</u>		
NICOR GAS	IRNWD CLBHSE	\$466.87
CORN BELT ENERGY CORP	IRNWD CLBHSE	\$803.27
CINTAS CORPORATION #396	TWLS/SUPPLIES - IRNWOOD	\$100.54
CINTAS CORPORATION #396	CARPET SRV, TP - IRNWOOD	\$22.39
CINTAS CORPORATION #396	RESTROOM SVC - IRNWOOD	\$96.25
CINTAS CORPORATION #396	CARPET, TP - IRNWOOD	\$22.39
WALMART COMMUNITY BRC	SUPPLIES	\$175.60
General Fund Parks & Recreation Golf Course Total		\$1,687.31
<u>General Fund Parks & Recreation Recreation/Special Events</u>		
CJ'S CATERING	BREAKFAST W/SANTA	\$644.25
CJ'S CATERING	BREAKFAST W/SANTA	\$399.60
WALMART COMMUNITY BRC	SUPPLIES	\$152.96
GREAT PLAINS MEDIA	WYST-FM SANTA BREAKFAST	\$500.00
General Fund Parks & Recreation Recreation/Special Events Total		\$1,696.81
<u>General Fund Parks & Recreation Administration</u>		

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
PANTAGRAPH	KID'S EXPO BOOTHS (2010)	\$400.00
KEVIN SMITH	TUITION & BOOK	\$1,719.85
General Fund Parks & Recreation Administration Total		\$2,119.85
<u>General Fund Parks & Recreation Aquatics</u>		
NICOR GAS	FV CONCESS.	\$52.20
ARMATURE MOTOR & PUMP CO INC	AURORA PUMP SEAL KIT- AAC	\$1,728.04
ARMATURE MOTOR & PUMP CO INC	PUMP MOTOR, SEAL KIT	\$225.00
JEFF ELLIS & ASSOCIATES INC	AQUATIC SAFETY SCHOOL	\$1,000.00
General Fund Parks & Recreation Aquatics Total		\$3,005.24
<u>General Fund Parks & Recreation Theater</u>		
AMERENIP	ACCT # 83436-98003 THEATE	\$563.01
REGENT COMMUNICATIONS INC	WJBC/ THEATER AD (69657)	\$25.00
CRITERION PICTURES	YOUNG FRANKENSTEIN	\$603.05
PARAMOUNT THEATRICAL DIST	WHITE CHRISTMAS	\$1,597.30
PARAMOUNT THEATRICAL DIST	BREAKFAST AT TIFFANY'S	\$250.00
STANDARD TRUCKING COMPANY	FILM SRV: 11/6, 20, 27TH	\$138.00
WARNER BROS DISTRIBUTING	TREASURE OF S MADRE, THEY	\$950.00
FEDEX	FILM SHIPMENTS - THEATER	\$289.59
DHL AIR & OCEAN	IT HAPPENED ON 5TH	\$102.35
DHL AIR & OCEAN	CHRISTMAS STORY	\$116.00
DHL AIR & OCEAN	NAT'L LAMPOONS XMAS VAC	\$126.00
FOCUS FEATURES	PIRATE RADIO	\$250.00
ROADSIDE ATTRACTIONS LLC	SEPTEMBER ISSUE	\$250.00
APPARITION	BRIGHT STAR	\$946.40
BEER NUTS INC	NUTS FOR RESALE-THEATER	\$107.52
CONCESSION SPECIALISTS	POPCORN SUPPLIES-THEATER	\$240.85
CONCESSION SPECIALISTS	POPCORN SUPPLIES-THEATER	\$60.85
PEPSI COLA GENERAL BOTTLERS	SODA,CUPS- THEATER/63019	\$460.69
WALMART COMMUNITY BRC	SUPPLIES	\$75.54
SPECIALTY IMPORT DISTRIBUTING	BTL WATER FOR RESALE	\$121.80
General Fund Parks & Recreation Theater Total		\$7,273.95
<u>General Fund Parks & Recreation Parks Maintenance</u>		
WEST SIDE CLOTHING	SW/SHIRTS,JEANS- P/REC	\$276.40
CORN BELT ENERGY CORP	MXWELL FLD 1-4	\$357.41
CORN BELT ENERGY CORP	SIGN-W.COLLEGE	\$23.91
CORN BELT ENERGY CORP	HORSESHOE PIT	\$209.49
CORN BELT ENERGY CORP	SIGN-IRNWD PK	\$32.71
CORN BELT ENERGY CORP	MXWELL W. CONCESS	\$664.57
CORN BELT ENERGY CORP	IRNWD BB DIAM	\$150.04
CORN BELT ENERGY CORP	MAXWLL S. CONCESS	\$79.52
CORN BELT ENERGY CORP	MXWELL S. BALL S	\$85.15
CORN BELT ENERGY CORP	MXWELL PK SHELTER	\$85.94
CORN BELT ENERGY CORP	MXWELL PK TENNIS	\$65.72
CORN BELT ENERGY CORP	SAFETY TOWN	\$20.52
CORN BELT ENERGY CORP	SHED @ CHAMP.	\$26.67
WATER PRODUCTS CO OF ILLINOIS	COPPER TUBE, CURB BX, ROD	\$300.74
WATER PRODUCTS CO OF ILLINOIS	CURB BOX,PARTS- MAX CMLPX	\$196.49
FASTENAL COMPANY	TRUBOLTS	\$17.93
FASTENAL COMPANY	HOLE SAW	\$16.50
FASTENAL COMPANY	PARTS RETURNED	(\$12.42)
FASTENAL COMPANY	CREDIT - PARTS RETURNED	(\$13.68)
MOHR WINDOW & DOOR INC	BROKEN WINDOW - MAX PARK	\$330.90
SPRINGFIELD ELECTRIC CO	LITH VR3	\$110.50
SPRINGFIELD ELECTRIC CO	PHILIPS 150W METAL HALIDE	\$167.31
ARMATURE MOTOR & PUMP CO INC	PARTS - FV RESTROOM PUMP	\$40.62
JOPAC COMPANIES	SPARK PLUGS, SILICA FREE	\$45.04
DON OWEN TIRE SERVICE	TIRE SVC, TUBE (P/REC)	\$37.14
DON OWEN TIRE SERVICE	JD TIRE TUBES	\$34.28
REDNECK INC	TURN SIGNAL LIGHT	\$5.56

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MIDWEST EQUIPMENT II	THROTTLE CONTROL	\$10.35
MIDWEST EQUIPMENT II	PLUGS,FILTERS-(STIHL SAW)	\$40.08
MIDWEST EQUIPMENT II	AIR FILTER KIT (FOR SAW)	\$24.57
BOBCAT OF PEORIA INC	FUEL FILTERS	\$47.12
ADVANCE AUTO PARTS	SUPPLIES/CREDITS- P REC	\$12.03
MARTIN BROTHERS	V- BELTS	\$122.00
NORD OUTDOOR POWER CORP	V-BELT, ROLLER BEARING	\$58.64
NORD OUTDOOR POWER CORP	CREDIT - V BELT	(\$34.76)
NORD OUTDOOR POWER CORP	HYPR OIL, CARTRIDGE	\$69.21
NORD OUTDOOR POWER CORP	FUEL FILTERS, SPANNERS	\$63.85
NORD OUTDOOR POWER CORP	HYPR OIL	\$34.99
NORD OUTDOOR POWER CORP	LUG NUTS, SCREWS, PUSHNUT	\$30.53
BILL'S KEY & LOCK SHOP	KEYS - FFAC	\$3.44
CCP INDUSTRIES INC	WHITE WIPERS (BULKY)	\$180.60
CCP INDUSTRIES INC	WHITE WIPERS (BULKY)	\$43.34
CRESCENT ELECTRIC SUPPLY CO	THERMOSTAT	\$44.65
LAWSON PRODUCTS INC	GUYSER (P/REC)	\$195.30
LAWSON PRODUCTS INC	GUYSER (P/REC)	\$8.78
LAWSON PRODUCTS INC	GUYSER	\$195.30
LAWSON PRODUCTS INC	GUYSER	\$9.31
MCLEAN COUNTY MATERIALS CO	OVERSIZE ROCK, GRAVEL	\$322.52
MILLER JANITOR SUPPLY	T PAPER- 16NPR00/FV MAINT	\$60.54
MILLER JANITOR SUPPLY	MOP,CLEANER - 16NPR00	\$23.89
MILLER JANITOR SUPPLY	CAR WASH, OIL DRUM-16NPR	\$251.56
PRAXAIR DISTRIBUTION INC	WORK LIGHT, ALUM WIRE	\$72.00
INTELLIGENT PRODUCTS INC	MUTT MITTS	\$669.00
INTELLIGENT PRODUCTS INC	MUTT MITTS	\$61.33
JOPAC COMPANIES	GEAR OIL	\$13.32
EVERGREEN FS INC.	DIESELEX (P/REC-4675450)	\$635.40
MIDWEST ARBORIST SUPPLIES	TREE SUPPLIES	\$1,843.00
KARL KUEMMERLING INC	5/8" ARBORPLEX	\$159.19
KENNETH KOCON	TREE REFUND	\$60.00
LAWSON PRODUCTS INC	ANGLE LIGHT	\$67.15
General Fund Parks & Recreation Parks Maintenance Total		\$8,753.19
<u>General Fund Parks & Recreation Children's Disc Museum</u>		
AMERENIP	ELEC-CDM 11/12-12/14 2009	\$4,266.40
NICOR GAS	CDM 11/20 - 12/22 2009	\$1,135.50
PANTAGRAPH	OPEN HOUSE/HOLIDAY ADS	\$642.92
REGENT COMMUNICATIONS INC	CDM ADS (ACCT 25945)	\$480.00
KIDS DIRECTORY	3MO WINTER ADS (09/10)	\$300.00
UNITED STATES POSTAL SERVICE	POSTAGE -	\$2,000.00
JMC GLASS & MIRROR INC	DISPLAY CASE REPAIR- CDM	\$327.56
WALMART COMMUNITY BRC	SUPPLIES	\$6.68
WALMART COMMUNITY BRC	SUPPLIES	\$25.97
WALMART COMMUNITY BRC	SUPPLIES	\$126.24
WALMART COMMUNITY BRC	SUPPLIES	\$50.37
WALMART COMMUNITY BRC	SUPPLIES	\$45.08
WALMART COMMUNITY BRC	SUPPLIES	\$94.68
WALMART COMMUNITY BRC	SUPPLIES	\$8.16
WALMART COMMUNITY BRC	SUPPLIES	\$54.49
WALMART COMMUNITY BRC	CDM SUPPLIES	\$28.30
WALMART COMMUNITY BRC	CDM SUPPLIES	\$10.00
WALMART COMMUNITY BRC	CDM SUPPLIES	\$139.35
WALMART COMMUNITY BRC	CDM SUPPLIES	\$88.84
WALMART COMMUNITY BRC	CDM SUPPLIES	\$122.16
WALMART COMMUNITY BRC	CDM SUPPLIES	\$6.56
WALMART COMMUNITY BRC	CDM SUPPLIES	\$29.97
HOBBY LOBBY STORES INC	CDM-CURRENT CHGS & CREDIT	\$11.00
DELTA EDUCATION LLC	COPPER WIRE, BULB SOCKETS	\$52.13

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
DELTA EDUCATION LLC	COPPER WIRE, BULB SOCKETS	(\$52.13)
BERNARDI, BONNIE	DEC DISCOVERY ART CLASS	\$36.00
PRAIRIE FARMS DAIRY INC	MILK, JUICE - CDM	\$124.28
HARPERCOLLINS PUBLISHERS INC	FANCY NANCY BOOKS (CDM)	\$7.58
DOVER PUBLICATION INC	BOOKS FOR CDM STORE	\$186.42
DOVER PUBLICATION INC	BOOKS FOR CDM STORE	\$14.46
General Fund Parks & Recreation Children's Disc Museum Total		\$10,368.97
General Fund Concessions Golf Course		
CITY BEVERAGE LLC	BEER ORDER - IRNWD/3100B	\$340.55
General Fund Concessions Golf Course Total		\$340.55
General Fund		\$270,194.28
Motor Fuel Tax Fund Public Works Motor Fuel Tax		
TESTING SERVICE CORP	2009 STREET RESURFACING	\$1,578.50
CLARK DIETZ INC	VERNON AVE BRIDGE-PHASEII	\$43,989.58
STARK EXCAVATING	PIPELINE-NORTHTWN/ZIEBART	\$198,958.20
Motor Fuel Tax Fund Public Works Motor Fuel Tax Total		\$244,526.28
Motor Fuel Tax Fund		\$244,526.28
Community Development Fd Community Development Administration		
WESTERDAHL, STEVEN	MILEAGE JUNE, JULY, AUG,	\$128.23
NICOR GAS	UNITY CENTER	\$140.30
NICOR GAS	UNITY CENTER	\$39.77
TOWN OF NORMAL-WATER FUND	UNITY CENTER	\$49.66
LANDMARK LAUNDRY	UNITY CENTER - JAN,2010	\$1,250.00
Community Development Fd Community Development Administration Total		\$1,607.96
Community Development Fd		\$1,607.96
Capital Investment Fund Other-Capital Investment Capital Investment		
MCLEAN CO REG PLANNING COMM	TOPOGRAPHIC MAPPING	\$2,827.09
Capital Investment Fund Other-Capital Investment Capital Investment Total		\$2,827.09
Capital Investment Fund		\$2,827.09
Junction Center Other-Capital Investment Junction Center		
HOERR SCHAUDT LANDSCAPE ARCHITECT SVC RE: MULTI-MODAL CNTR		\$12,922.97
HOERR SCHAUDT LANDSCAPE ARCHITECT ROUNDABOUT PROJECT - NOV		\$1,306.40
Junction Center Other-Capital Investment Junction Center Total		\$14,229.37
Junction Center		\$14,229.37
Uptown Program/Planning Other-Capital Investment Consultants/Studies/Misc		
S B FRIEDMAN & COMPANY	SSA BUDGET PROJECTIONS	\$1,612.50
LOVEWELL FENCING INC	PURCHASE 48' TEMP FENCE	\$500.00
Program/Planning Other-Capital Investment Consultants/Studies/Misc Total		\$2,112.50
Uptown Program/Planning		\$2,112.50
Uptown S. of Tracks P Other-Capital Investment Area South of Tracks -"P"		
TESTING SERVICE CORP	INTERCITY BUS LANE IMPRVM	\$521.00
town S. of Tracks P Other-Capital Investment Area South of Tracks -"P" Total		\$521.00
Uptown S. of Tracks P		\$521.00
Water Fund		
WATER PRODUCTS CO OF ILLINOIS	TAP SLEEVE, 6" VALVE	\$1,995.00
WATER PRODUCTS CO OF ILLINOIS	8" HYDRA-STOP	\$1,110.00
WATER PRODUCTS CO OF ILLINOIS	VARIOUS SZ- REPAIR CLAMPS	\$1,941.00
GANDHI, SHALINI	2935 E RAAB REFUND	\$4.95
WITT, WALTER	1205 N OAK REFUND	\$18.63
STEPPING STONE/LINDA TOBIN	302 W VERNON AVE 4 REFUND	\$261.98
STEPPING STONE/LINDA TOBIN	302 W VERNON 10 REFUND	\$137.57
STEPPING STONE/LINDA TOBIN	609 S FELL AVE 29 REFUND	\$87.80
BUSEY BANK % APARTMENT MART	1570 HUNT B8 REFUND	\$20.49
Water Fund Total		\$5,577.42
Water Fund Water Administration		
MIDWEST MAILING & SHIPPING	FOLDER INSERTER (2/10-11)	\$1,068.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
VERIZON NORTH	WATER ADMIN	\$96.47
VERIZON WIRELESS - PA	ACCT 879315707-00001	\$231.61
SERVICE ENVELOPE CORP	#10 STD WINDOW ENVELOPES	\$224.50
SERVICE ENVELOPE CORP	#10 STD WINDOW ENVELOPES	\$48.00
OFFICE DEPOT INC	SCRATCH PADS, REINFORCMNT	\$10.04
OFFICE DEPOT INC	OFFICE CHAIR	\$274.45
Water Fund Water Administration Total		\$1,953.07
<u>Water Fund Water Distribution</u>		
KEY EQUIPMENT & SUPPLY CO	ROTARY TENSIONER, SHEAVE	\$800.00
KEY EQUIPMENT & SUPPLY CO	ROTARY TENSIONER, SHEAVE	\$17.05
MIDWEST EQUIPMENT II	CARBURETOR REPAIR	\$113.16
MARTIN BROTHERS	WATER PUMP	\$245.00
VERIZON NORTH	WATER DISTRIBUTION	\$31.36
ALEXANDER LUMBER COMPANY	100' TAPE MEASURE	\$20.36
ALEXANDER LUMBER COMPANY	2 X 4	\$2.79
WATER PRODUCTS CO OF ILLINOIS	5'STATIONARY ROD KEY	\$80.00
COLLEGE HILLS MEAT SHOP	CHRISTMAS LUNCHEON	\$111.23
LAWSON PRODUCTS INC	HEX NUTS, SWELL SMELL	\$29.60
LAWSON PRODUCTS INC	HEX NUTS, SWELL SMELL	\$65.94
LAWSON PRODUCTS INC	HEX NUTS, SWELL SMELL	\$11.77
MENARDS	FLUTE MASONRY,AIRCRAFT BIT	\$14.48
MENARDS	CORDREEL, TRASH CAN	\$189.13
RADIOSHACK CORP	STEREO AUDIO CABLE	\$4.97
Robert Miller	REIMB - GROCERY ITEMS	\$30.50
Robert Miller	REIMB - GROCERY ITEMS	\$31.69
ALTORFER INC	DIESEL FUEL	\$64.50
SPENCER PLUMBING CORP	GENERATOR PIPE LINE	\$673.00
Water Fund Water Distribution Total		\$2,536.53
<u>Water Fund Water Treatment</u>		
CORN BELT ENERGY CORP	HERSHEY BOOSTER PUMP NOVE	\$621.17
CORN BELT ENERGY CORP	RECORDING EQUIPMENT - NOV	\$21.65
CORN BELT ENERGY CORP	PUMP STATION - NOVEMBER 0	\$1,104.52
DIRECT ENERGY SERVICES LLC	107 E MULBERRY - NOVEMBER	\$423.60
WATER PRODUCTS CO OF ILLINOIS	4" GASKET, 5/8 ROD	\$90.60
SPRINGFIELD ELECTRIC CO	ELECTRICAL (WTR)	\$48.68
SPRINGFIELD ELECTRIC CO	WIRE CONNECTORS	\$18.99
ALLIED ELECTRONICS INC	RHEOSTAT ASSEMBLY	\$49.99
OMEGA ENGINEERING INC	FAN HEATER ADJUST,THERMOS	\$166.83
DRYDON EQUIPMENT INC	YRLY INSPCTN-ACTUATOR #1	\$188.12
GORDON INSTRUMENT LABS INC	FOXBORO CONTROLLER	\$309.32
DATAFORTH CORPORATION	SIGNAL CONDITIONER	\$269.00
VERIZON NORTH	WATER TREATMENT	\$61.80
PRAXAIR DISTRIBUTION INC	OXYGEN (WTR DEPT)	\$27.75
MICKEY'S LINEN	TWLS/SUPPLIES- WTR/4474-1	\$30.72
NICOR GAS	WEST RESERVOIR - NOVEMBER	\$86.74
HACH COMPANY	SPADNS REAGENT SOLN	\$334.40
HACH COMPANY	SPADNS REAGENT	\$86.90
MATHIS KELLY CONSTRUCTION	YELLOW BOOTS	\$19.35
MCMASTER-CARR SUPPLY CO	S/S SLOTTED SHIM, DRILL	\$85.01
MCMASTER-CARR SUPPLY CO	PVC TUBING, GASKET	\$159.66
MENARDS	PVC PARTS	\$26.54
MENARDS	FASCIA, PINE RAN CASE SET	\$23.37
MENARDS	TRIM NAILS, GRASS SEED	\$12.06
MENARDS	BOUNTY, GRILL SCRAPER	\$17.81
MENARDS	CASH BOX	\$19.99
BATTERIES PLUS	12V 5AH & 10AH- BATTERIES	\$86.97
ADVANCE AUTO PARTS	BRUSH SET, WIRE, CLNR	\$21.46
IDEXX	COLISURE 20T IRRADIATED	\$401.00
OFFICE DEPOT INC	MARKERS, INK CARTRIDGES	\$60.94

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
BRADFORD SUPPLY CO	GRANULAR	\$260.19
HICKMAN,WILLIAMS & COMPANY	25.89 TN LIME	\$3,533.99
HICKMAN,WILLIAMS & COMPANY	26.43 TN LIME	\$3,607.70
HICKMAN,WILLIAMS & COMPANY	23.76 TN LIME	\$3,243.24
CONTROL-TECH INC	INFLUENT DP TRANSMITTER	\$913.26
Water Fund Water Treatment Total		\$16,433.32
Water Fund		\$26,500.34
Water Capital Investment Water Capital Investment		
BOBCAT OF BLOOMINGTON	RUBBER EDGE KITS	\$2,482.22
FARNSWORTH GROUP	WTP BAFFLES DESIGN	\$20,000.00
Water Capital Investment Water Capital Investment Total		\$22,482.22
Water Capital Investment		\$22,482.22
Sewer Fund Sewer Administration		
CORN BELT ENERGY CORP	SEWER LIFT STATIONS	\$2,599.54
VERIZON NORTH	SEWER	\$201.17
MENARDS	LAG SCREWS, HOOK/EYE	\$4.77
MENARDS	HEX DRILL	\$5.89
ADVANCE AUTO PARTS	GLASS CLNR, PROTECTANT	\$16.05
Sewer Fund Sewer Administration Total		\$2,827.42
Sewer Fund Sewer Capital Investment		
MCLEAN CO REG PLANNING COMM	TOPOGRAPHIC MAPPING	\$1,119.26
MCLEAN CO REG PLANNING COMM	TOPOGRAPHIC MAPPING	\$2,827.08
Sewer Fund Sewer Capital Investment Total		\$3,946.34
Sewer Fund		\$6,773.76
Health & Dental Ins Fund Administration - City Mgr Health Insurance		
INNOVIANT INC	INNOVIANT DEC 05 - DEC 11	\$8,497.13
INNOVIANT INC	INNOVIANT DEC 12 - DEC 18	\$10,045.64
Health & Dental Ins Fund Administration - City Mgr Health Insurance Total		\$18,542.77
Health & Dental Ins Fund		\$18,542.77
Grand Total		\$610,317.57

TOWN COUNCIL ACTION REPORT

December 31, 2009

Resolution Appointing Freedom of Information Act and Open Meetings Act Officers

PREPARED BY: Steven D. Mahrt, Corporation Counsel

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution

BACKGROUND

On June 26, 2009, the General Assembly passed Senate Bill 189. The Governor signed the bill into law on August 17, 2009, as Public Act 96-542. The Act makes sweeping changes to the State's public access laws, including the Freedom of Information Act and the Open Meetings Act. The Act is effective on January 1, 2010.

Under the terms of Public Act 96-542 each public body is required to appoint Freedom of Information Act officer(s) and Open Meetings Act officer(s). The Town has traditionally processed all Freedom of Information requests and all Public Meeting notices through the office of the Town Clerk. In order to comply with the new Public Act, it is appropriate to officially appoint the Town Clerk and Deputy Clerk as the Freedom of Information Act officers and Open Meetings Act officers for the Town of Normal.

DISCUSSION/ANALYSIS

Public Act 96-542 is a significant re-write of the Illinois Freedom of Information Act. The new Act modifies the manner in which records may be requested from public bodies, changes the exemptions available under the Act, and creates a new administrative review process through the Office of the Illinois Attorney General. Under the new Act, the Attorney General's Office is required to train officially appointed FOIA and Open Meetings Act officers within 6 months of the effective date of the Act. As of this writing the Attorney General has not yet created or scheduled this formal training, however, the Office has been involved in informal training throughout the State of Illinois in anticipation of the effective date of the new Act. The Clerk and Deputy Clerk will be required under the Act to receive official training from the Attorney General and will serve as the official officers for the Town to process Freedom of Information Act requests and post public notices in connection with the Open Meetings Act.

RESOLUTION NO. _____

RESOLUTION APPOINTING FREEDOM OF INFORMATION ACT AND OPEN MEETINGS ACT OFFICERS

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, Public Act 96-542 signed into law on August 17, 2009, and effective January 1, 2010, requires the appointment of Freedom of Information Act officers and Open Meetings Act officers by public bodies within the State of Illinois; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to appoint the Town Clerk and the Deputy Town Clerk as said officers for the Town of Normal.

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

SECTION ONE: That the Town Clerk and the Deputy Town Clerk are hereby appointed the Town of Normal Freedom of Information Act officers and the Town of Normal Open Meetings Act officers as those terms are defined under Illinois Public Act 96-542.

Adopted this _____ day of _____, 2010.

APPROVED:

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

ATTEST:

Town Clerk

(SEAL)

TOWN COUNCIL ACTION REPORT

December 31, 2009

Resolution Authorizing a Supplemental Agreement with RATIO Architects for Additional Design Services Related to a Redesign of the First Floor of the Multi-Modal Transportation Center Project in the Amount Not to Exceed \$61,000 and Approval of an Associated Budget Adjustment

PREPARED BY: Wayne Aldrich, Uptown Development Director

REVIEWED BY: Mark R. Peterson, City Manager
Pamela S. Reece, Assistant City Manager

BUDGET IMPACT: The funds for the additional work are not budgeted. If approved, a budget adjustment of \$61,000 will be required in fund 332-9835-466.46-90 from unobligated bond funds.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Original Proposal from RATIO Architects, Sketch of the Revised First Floor Plan

BACKGROUND

On July 19, 2004, the Town Council authorized an agreement with RATIO Architects in the amount of \$2,211,550 for the design of the Multi-Modal Transportation Center project. The design work was suspended in early 2007 as federal funding for the project was not secured.

As you know, the design work was resumed in early 2009 in anticipation of funding through the American Recovery and Reinvestment Act (ARRA) or other potential funding sources.

On July 6, 2009, the Town Council received a presentation of the revised designs by RATIO Architects, including proposed designs for City Hall offices on floors 2 and 3 with Council Chambers and other shared spaces on floor 4. Based on the increased scope of work, on July 20, 2009, the Council authorized a design fee increase of \$645,000. The Council has also approved additional work for audio-visual designs in the amount of \$59,750 and redesign of the parking structure in the amount of \$14,500.

During reviews of the first floor designs and after receiving input from Amtrak, it was determined that the first floor space should be redesigned to better accommodate transit/rail customers and to facilitate customer queuing areas near the ticketing counters. These changes involve structural, mechanical and interior design modifications not previously included in the scope of work. A sketch of the modified first floor plan is included.

RATIO Architects has submitted a proposal to perform this additional work.

TOWN COUNCIL ACTION REPORT

DISCUSSION/ANALYSIS

The attached proposal from RATIO Architects includes the services of RATIO Architects and their subconsultants, including FRP Consulting Engineers (structural), KJWW Engineers (mechanical, electrical, plumbing, fire protection) and Carol Naughton Associates (signage/wayfinding). RATIO proposes a fee not to exceed \$61,000 for revisions to the contract documents to reflect the first floor changes as proposed. This proposal has been reviewed by Cotter Consulting, the Town's Owner Representative for the project, and they have recommended approval. Since this redesign better accommodates the transit and rail customers of the facility and is in conformance with the Amtrak comments/requirements, Town staff recommends approval.

RATIO Architects will revise their construction documents to reflect these changes. The final plans and specifications are on schedule to be complete by the end of January 2010 and will be ready for bidding pending announcement/award of grants.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH RATIO ARCHITECTS FOR ADDITIONAL DESIGN SERVICES RELATED TO A REDESIGN OF THE FIRST FLOOR OF THE MULTI-MODAL TRANSPORTATION CENTER PROJECT IN THE AMOUNT NOT TO EXCEED \$61,000 AND APPROVAL OF AN ASSOCIATED BUDGET ADJUSTMENT

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 develop a shovel-ready project for federal stimulus money, the town has authorized Ratio Architects to perform design services related to the Multi-Modal Transportation Center; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to authorize execution of a supplemental agreement with Ratio Architects for additional design services related to the redesign of the first floor for the Multi-Modal Transportation Center.

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 a supplemental Agreement with Ratio Architects for additional design services related to the redesign of the first floor of the Multi-Modal Transportation Center Project in an amount not to exceed \$61,000.00 A copy of said Agreement is marked Exhibit A, attached hereto and incorporated herein for reference.

SECTION TWO: That the budget be and the same is hereby adjusted by adding \$61,000.00 to line item 332-9835-466.46-90 from unobligated bond funds.

ADOPTED this _____ day of _____, 2010.

APPROVED:

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

ATTEST:

Town Clerk
(seal)



RATIO

Architecture Preservation Interior Design Landscape Architecture Urban Planning & Design Graphic Design

December 2, 2009

Mr. Mark R. Peterson
City Manager
Town of Normal Administration
100 East Phoenix Avenue
Normal, Illinois, 61761

Re: Normal Multimodal Transportation Center (NMTC) - Transit Level Redesign

Dear Mark:

Thank you very much for your ongoing commitment to RATIO Architects and our consultants as we advance the design and development of the Multimodal Facility for the Town of Normal. We value our ongoing relationship with the Town, and we are pleased to submit this additional services proposal to you for your consideration.

PROJECT SCOPE

The additional services scope of work generally includes the redesign of the public, first floor transit level space within the context of the current and overall Multimodal design which is nearing completion of construction documents.

Over the duration of the project, the original program for the public-oriented transit level has evolved in reaction to the inclusion of Town of Normal offices on levels 2, 3, and 4 and, more significantly, due to the updated planning requirements for Amtrak, the anticipated primary transit floor tenant. The redesign effort will react to input provided to RATIO by Town of Normal personnel, as well as input provided to RATIO by Amtrak (either directly or via the Town of Normal).

In response to previous discussions regarding the changing programmatic requirements at the first floor level, RATIO has generated a series of first floor sketches, the most recent of which has received the design approval of the Town of Normal. The "approved" sketch (attached) shall, therefore, represent the basis for the redesign of the first floor.

DESIGN SERVICES

RATIO Architects, Inc. and its consultants will provide revised design services for incorporation into the final construction documents, including the following: floor plans, reflected ceiling plans, interior elevations, sections, details, and specifications. Revisions will include architectural, interior design, structural, mechanical, electrical, plumbing, fire protection, and way-finding documentation through the construction documents phase.

The documentation will be completed in accordance with the approved sketch and the content of prior discussions between RATIO, its' consultants, and the Town of Normal's designated personnel. Our team of consultants will remain as before: RATIO (Architecture), KJWW Engineers (Mechanical, Electrical, Plumbing, Fire Protection), FRP (Structural), and Carol Naughton Associates (Signage).

PRINCIPALS
William A. Browne Jr., FAIA, LEED AP
R. Tim Barrick, FSMPS
Robert G. Proctor Jr., AIA, LEED AP
Thomas A. Cheesman, AIA
N. Anthony Steinhardt, FSMPS
ASSOCIATE PRINCIPALS
John D. Jackson, ASLA, LEED AP
David A. Kroll, Assoc. AIA
Thomas E. Cloud, AIA, LEED AP
Joseph P. Briggs, AIA
Charles R. Bauer, RA
CONSULTING PRINCIPAL
David J. Rausch, AIA, LEED AP

In recognition of these program changes occurring, our efforts with the Furniture, Fixtures & Equipment (FFE) services at the Transit Level were essentially suspended intentionally. RATIO will now advance the Transit Level FFE design based on the approved sketch, commensurate with the terms of our previous agreement.

Finally, in recognition of certain programmatic voids that still remain at the Transit Level, we understand the following scope areas have not yet been determined and thus are not included; 1) Security systems, 2) Audio/Visual systems, and 3) Any new programmatic requirements potentially introduced by the bus and railway tenants. For clarification, we also have not included any new energy-modeling effort associated with this interior redesign.

SCHEDULE

We are prepared to initiate this scope of work immediately upon written approval of this proposal, and we estimate this endeavor will require five (5) weeks to complete, assuming regular and uninterrupted collaboration between RATIO, its' consultants, and Town of Normal personnel.

COMPENSATION

In consideration of the Project Scope, Design Services, Schedule and Budget, RATIO Architects, Inc. will provided the identified Additional Services for a stipulated lump sum fee of Sixty One Thousand Dollars (\$61,000.00).

REIMBURSABLE EXPENSES

Expenses attributable to your project will be invoiced as a Reimbursable Expense at 1.10 times the item's expense, consistent with our prime agreement. We estimate reimbursable expenses will not significantly impact the reimbursable amounts already established. Expenses may include:

- A. Drawing Reproduction/photographic Reproduction
- B. Copying
- C. Supplies
- D. Mailing/Express Mail
- E. Long Distance Communications
- F. Mileage
- G. Renderings
- H. Agency reviews
- I. Other, approved, miscellaneous expense incurred in the interest of the project

ADDITIONAL SERVICES

Any additional services beyond the identified Design Services, which you may request, shall be invoiced at the hourly rate of the personnel assigned to the task. The following firm position titles fall within each Technical Level:

FIRM TITLES	2009 HOURLY RATES
Project Role Description	(Subject to annual adjustment)
1. Principal 1	\$210.00
2. Principal 2	\$180.00
3. Associate Principal	\$150.00
4. Senior Associate	\$140.00
5. Associate	\$135.00

Mr. Mark R. Peterson
Page 3 of 3 (plus attachment)
December 2, 2009

Project Director
Specification Writer
Construction Observer

6. Senior Professional	\$120.00
Project Director Architect / Landscape Architect / Planner / Interior Designer	
7. Professional	\$100.00
Architect/Landscape Architect/Planner/Interior Designer Graphic Designer	
8. Graduate Professional	\$80.00
Graduate Architect/Landscape Architect/Planner/Interior Designer Technician CADD Operator/Technician	
9. Intern	\$60.00
Intern Architect/Landscape Architect/Planner/Interior Designer Technical Intern	
10. Administrative	\$60.00
Clerical Assistant Word Processing & Other Support Services as required	

PAYMENT SCHEDULE

Invoices shall be sent monthly and shall be in proportion to services performed. Payment is due upon receipt. Amount unpaid thirty (30) days after being received shall bear interest at one and one half percent (1 1/2%) per month accrued.

ABANDONMENT

If the project is abandoned, in part or in whole, payment on account of the services performed shall be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

Please review this proposal, and if all is acceptable, please sign and return to my attention. If you have any questions, please do not hesitate to contact me directly. Thank you for considering RATIO for this most important project.

All the best,



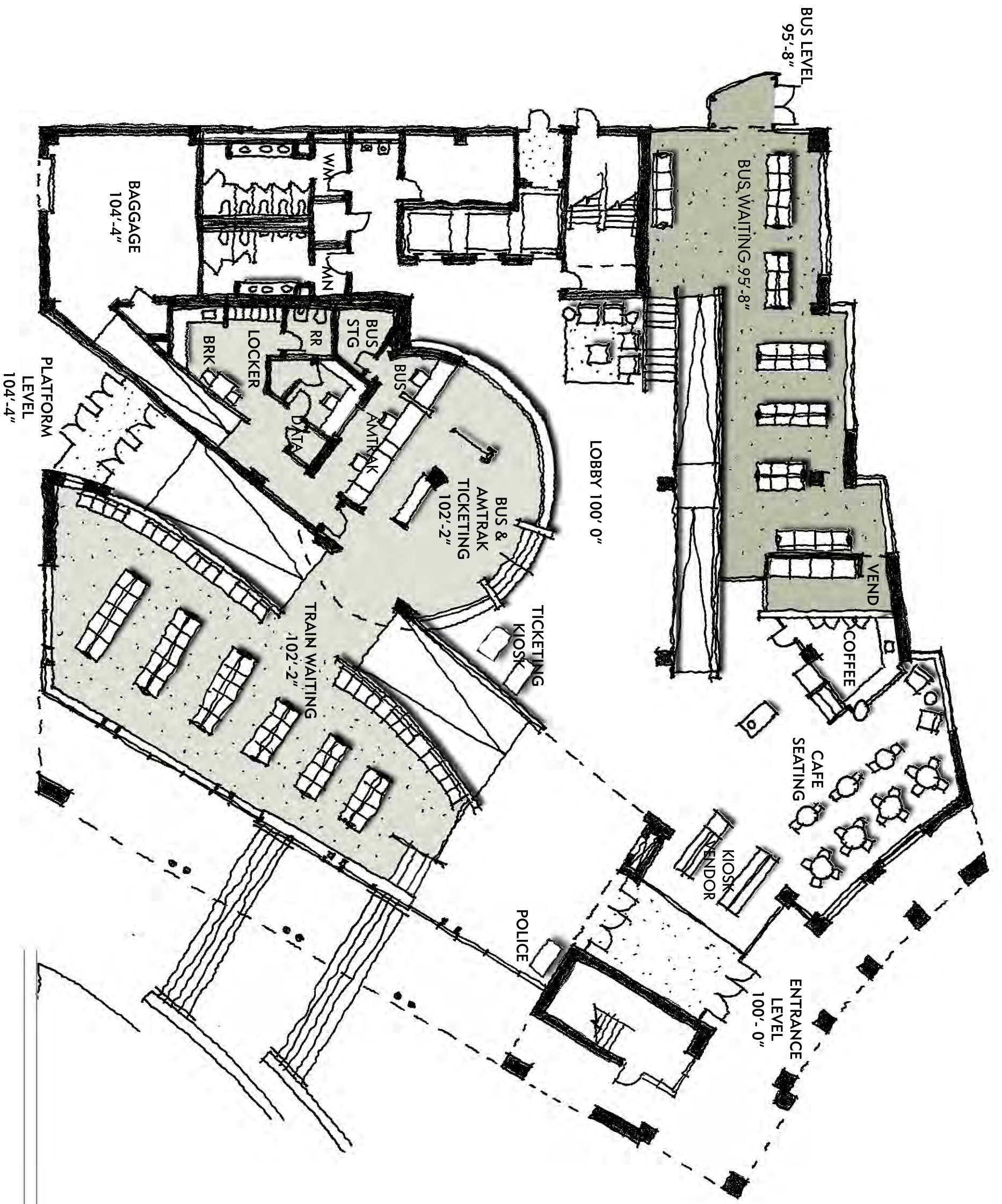
Rob Proctor, Jr., AIA LEED AP
Principal

CC: Ed Scopel - RATIO Architects, Inc.

AUTHORIZATION TO PROCEED:

Mark R. Peterson, Town of Normal Representative

Date



FIRST FLOOR

TOWN OF NORMAL, ILLINOIS
 OCTOBER 27, 2009



RATIO

TOWN COUNCIL ACTION REPORT

December 31, 2009

A Resolution Ratifying Execution of an Assignment and Assumption of Lease -- BroMenn

PREPARED BY: Steven D. Mahrt, Corporation Counsel

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Assignment and Assumption of Lease, and the original 1994 Lease

BACKGROUND

In 1994 the Town of Normal entered into a Lease Agreement with Peoples Bank as Trustee for the lease of air rights over Virginia Avenue. BroMenn constructed a skywalk between the parking deck, north of Virginia Avenue to its medical building located south of Virginia Avenue. BroMenn is proposing to assign this Lease to the new healthcare entity, BroMenn Healthcare Hospitals, an Illinois not-for-profit corporation, which will be formed as a result of the merger with Advocate Hospitals. The lease is for a period of 25 years with an option to renew for an additional 25 year period at an annual fee of \$500.00. The Lease provides that it may not be assigned without the written consent of the Town of Normal. BroMenn is requesting Town consent of the assignment to BroMenn Healthcare Hospitals.

DISCUSSION/ANALYSIS

The proposed Assignment and Assumption of Lease document has been reviewed by the Legal Department and there is no objection to the terms of the proposed assignment. BroMenn Healthcare Hospitals will become the lessee under the terms of the Lease Agreement and have authority and responsibility to perform the obligations set forth in the Lease. The Lease provides for indemnification of the Town, posting of adequate liability insurance and removal of the skywalk in the event of termination of the Lease. Due to legal constraints BroMenn asked that the Assignment be executed prior to January 1, 2010. The City Manager has executed the Assignment with the understanding that execution is conditioned upon Council approval. The attached Resolution ratifies the City Manager's execution.

RESOLUTION NO. _____

A RESOLUTION RATIFYING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION OF LEASE – BROMENN

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 entered into a Lease Agreement with Peoples Bank as Trustee under Trust No. PBB-307 for air rights above Virginia Avenue; and

WHEREAS, said Lease has been assigned to BroMenn Foundation, an Illinois not-for-profit corporation, and said Foundation desires to assign said Lease to BroMenn Healthcare Hospitals, an Illinois not-for-profit corporation; and

WHEREAS, the Town of Normal is required under the terms of the Lease Agreement to consent to any such assignment; and

WHEREAS, BroMenn asked that the Assignment be executed prior to January 1, 2010; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to consent to the assignment and assumption of lease from BroMenn Foundation to BroMenn Healthcare Hospitals, and ratify execution of said Assignment.

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

SECTION ONE: That the Assignment and Assumption of Lease marked Exhibit A, attached hereto and incorporated herein by reference, be and the same is approved and execution of said document by the City Manager is hereby ratified.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to attest the signature of the City Manager on said document and forward a copy of the executed document to William L. Goldbeck of the firm Drinker, Biddle and Reath, 191 North Wacker Drive, Suite 3700, Chicago, Illinois.

ADOPTED this ____ day of _____, 2010.

APPROVED:

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

ATTEST:

Town Clerk
(seal)

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is executed as of December _____, 2009 (the "Effective Date") by and among BROMENN FOUNDATION, an Illinois not-for-profit corporation ("Assignor"); BROMENN HEALTHCARE HOSPITALS, an Illinois not-for-profit corporation ("Assignee"); and the TOWN OF NORMAL, a home rule unit of local government of the State of Illinois ("Lessor").

RECITALS

A. Assignor's predecessor-in-interest, People's Bank, as Trustee under Trust Number PBB-307, and Lessor, entered into that certain Lease of Space Above Street (the "Lease"), a copy of which is attached hereto as Exhibit A, pursuant to which Assignor leases from Lessor a certain parcel of air rights located above Virginia Avenue in the Town of Normal, County of McLean, State of Illinois (as more particularly described in the Lease, the "Premises"), in which Assignor maintains a pedestrian bridge and related improvements located therein.

B. Assignor desires to assign to Assignee, and Assignee desires to assume, the Lease and Assignor's leasehold interest in the Premises, and Assignor is willing to assign and convey the same, subject to the conditions set out hereinbelow.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), paid in hand, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Lessor agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, transfers and assigns unto Assignee, its successors and assigns, the leasehold estate created under and pursuant to the Lease, and all of Assignor's right, title and interest in, to and under the Lease, together with all of Assignor's right, title and interest in and to the Premise to have and to hold the same unto Assignee for the residue of the unexpired term stated in the Lease, including any renewal terms therein.

2. Assumption. Effective as of the Effective Date, Assignee hereby assumes and accepts the foregoing transfer and assignment of the leasehold estate as provided above, and specifically assumes and agrees to perform and observe each and every term and condition to be performed or observed by Assignor pursuant to the terms and provisions of the Lease; provided, however, that Assignee shall have no responsibility whatsoever for any obligations of Assignor (or any predecessor) under the Lease which shall have accrued prior to the Effective Date.

3. Entire Agreement. This Assignment contains all of the terms and agreements among the parties relating to the subject matter of this Assignment.

4. Successors and Assigns. This document shall be binding on and inure to the

benefit of the successors and assigns of the parties:

5. Governing Law. This Assignment shall be governed by the laws of the State of Illinois.

6. Counterparts. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signature Pages To Follow]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first above written.

ASSIGNOR:

BROMENN FOUNDATION,
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

BROMENN HEALTHCARE HOSPITALS,
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

The undersigned hereby consents to the assignment of the Lease to Assignee pursuant to the terms of this Assignment.

LESSOR:

TOWN OF NORMAL,
a home rule unit of local government

ATTEST:

By: Wendell J. Briggs
Name: Wendell J. Briggs
Its: Town Clerk

By: [Signature]
Name: MARK R. PETERSON
Its: CITY MANAGER

EXHIBIT A

Copy of the Lease

[See attached]

MCL# 94623
(10)

95-2467
02-15-1993 02:15:57 PM
RUTH WEBER, Recorder
McLean County, IL

MICROFILMED

LEASE OF SPACE ABOVE STREET

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE TOWN OF NORMAL, A HOME RULE UNIT OF LOCAL GOVERNMENT AND PEOPLE'S BANK AS TRUSTEE UNDER TRUST NUMBER PBB-307

WHEREAS, the Town of Normal has authority pursuant to the Illinois Constitution, Article 7, Section 6 to legislate in any matters pertaining to its local government and affairs, and

WHEREAS, the Town of Normal has authority pursuant to the Illinois Municipal Code (Chapter 65 ILCS 1992 as amended) to control and maintain streets and highways within the Town of Normal, and

WHEREAS, the Town of Normal has authority pursuant to Illinois Municipal Code to lease air space over streets (Chapter 65 ILCS Section 5/11-75.1), and

WHEREAS, Town of Normal owns, maintains and operates a street and highway system within the Town of Normal for the convenience of the motoring public, and

WHEREAS, the Town of Normal has entered into agreements with various utility companies and other private parties for the use and crossing of streets and highways within the Town of Normal, and

WHEREAS, People's Bank as Trustee under Trust PBB-307 now owns property on both sides of Virginia Avenue in Normal, Illinois, and desires to build a pedestrian walkway above the street linking the properties, and

WHEREAS, BroMenn Foundation and Brokaw Foundation and Mennonite Healthcare Foundation are the beneficial owners of the property held by People's Bank as Trustee under trust number PBB-307, and

page 2

WHEREAS, the property held by People's Bank as trustee under trust number PBB-307 is used for a parking garage and medical buildings, and is located in the vicinity of a hospital and related facilities, and

WHEREAS, it is in the best interest of the people of the Town of Normal to have convenient and excellent healthcare facilities and streets, and

WHEREAS, a pedestrian walkway over Virginia Avenue would enhance the convenience of Normal residents in obtaining health care and improving the flow of traffic, and

WHEREAS, it is in the best interest of the parties to enter into an agreement providing for the orderly regulation of property over and across the streets and highways within the Town of Normal, and

WHEREAS, the occupancy of space over, under, through and across streets and highways within the Town of Normal is a valuable property right for which compensation is due the Town of Normal, and

WHEREAS, People's Bank as Trustee under Trust PBB-307 is willing to provide compensation to the Town for the use and occupancy of the Town of Normal streets and highways.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN AS FOLLOWS:

SECTION ONE: PROPERTY TO BE LEASED. For the mutual and other valuable considerations as provided herein, the Town of Normal as lessor grants a lease to People's Bank as Trustee under Trust #PBB-307 as lessee of property over Virginia Avenue as described in Exhibit A attached hereto and incorporated herein by reference subject to the terms and conditions of this lease agreement.

SECTION TWO: TERM OF LEASE. This lease agreement shall be for a period of twenty-five years beginning at the date of approval of this lease by the corporate authorities of the Town of Normal.

SECTION THREE: OBLIGATION TO BUILD. Lessee agrees to build a pedestrian walkway in compliance with all Town of Normal ordinances and building codes in the space subject to this lease agreement within two years of the entry into this agreement. Failure to build a structure within two years shall terminate this lease agreement. The structure constructed in the area subject to this lease agreement shall remain the property of the Lessee and the Town shall have no obligation to maintain the structure.

page 3

SECTION FOUR: COMPENSATION. Lessee agrees to pay Lessor the amount of \$500 per year as compensation beginning January 2, 1995 and on the second day of January of each year for the duration of the lease agreement. The Town agrees to generate a bill to Lessee sixty (60) days prior to the due date of said annual payment, but the failure to generate a bill does not relieve the Lessee of the obligation to pay.

SECTION FIVE: COMPLIANCE. All property, including structures, placed in the area subject to this agreement shall be installed, maintained, repaired, replaced, and used in accordance with the ordinances of the Town of Normal and the regulations of the Director of Public Works. The Lessee shall place such signs and markers as the Town may designate regarding warnings and clearance height of the walkway at the sole expense of the Lessee.

SECTION SIX: COMPENSATION ADJUSTMENT. The compensation rates specified in this agreement shall be adjusted annually by multiplying the then existing rate times a factor equal to the overall change in the Consumer Price Index during the twelve month period for which reports are available immediately prior to the Town of Normal generating a bill for said payment. The Consumer Price Index shall be that index designated as CPI-U (Chicago Index) published by the Bureau of Labor Statistics, United States Department of Labor or such successor Index.

SECTION SEVEN: VACATION. In the event the Lessee vacates any portion of the property subject to this agreement the Lessee shall remain liable to the Lessor under the provisions hereof until all structures and other property are removed and the public right of way is restored.

SECTION EIGHT: CONSTRUCTION. All structures, cable, conduits, property, wires, vaults, pipes, and other similar structures shall be so placed and all work in connection with such installation shall be so performed as not to interfere unreasonable with ordinary travel on the streets and highways of the Town of Normal, or unreasonably interfere with any Municipally owned water or sewer pipes or structures then in place or hereafter in place. Lessee after doing any excavating shall leave the surface of the ground in the same condition as existed prior to such excavation. All sidewalks, parkways, or pavements disturbed by Lessee shall be restored by it and the surface to be restored shall be the same or similar type construction as that previously existing prior to its being disturbed and in the event any such sidewalk, parkway, or pavement shall be uneven, unsettled, or otherwise requires repairing, because of such disturbance by Lessee then Lessee as soon as climatic conditions will permit, shall promptly upon receipt of notice from the Town of Normal repair such disturbance and cause such sidewalk, parkway, or pavement to be repaired or restored to as good a condition as before said sidewalk, parkway, or pavement was disturbed by Lessee.

SECTION NINE: DEFAULT. This lease is subject to amendment, modification, revocation, or repeal by the Town of Normal if Lessee fails to comply with this agreement, but only after being given notice and a reasonable amount of time to cure any defaults.

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SECTION TEN: REMOVAL. Upon repeal, revocation, or termination of the lease herein granted by lapse of time or otherwise, Lessee without cost or expense to the Town of Normal shall remove its cable, wires, pipes, structures or other property and equipment and restore the public right of way to a proper condition under the supervision of the Director of Public Works. In the event of the failure, neglect, or refusal of Lessee to remove its property, the Town of Normal will have the choice of performing said work and charging the cost thereof to Lessee or determining what the cost of said work shall be and billing Lessee for said cost, proceeding against a surety posted by Lessee or pursue any other remedies provided by law.

SECTION ELEVEN: INDEMNITY. Lessee shall hold and save the Town of Normal harmless from any and all liability and expense including, judgments, costs, and damages arising out of the installation, removal, relocation, alteration, repair, maintenance, restoration, or any other way connected with the presence of Lessee's property, structures or equipment and from any and all damages to any public ways, sewers, watermains, conduits, pipes, poles, and other public utilities.

Lessee agrees to defend the Town of Normal from any and all of the above described claims, and the Town of Normal shall promptly upon notice of any claim against it arising in whole or in part from the presence of Lessee's equipment, structures, or property within the public rights of way, or work connected therewith, tender the defense of such claim to Lessee.

Lessee shall at its own expense defend all suits and does hereby agree to indemnify and save harmless the Town of Normal and its officers and employees from and against any and all claims and liabilities of whatever nature arising from the granting of lease to Lessee or imposed upon or assumed by it or by reason of or in connection with any damage of life, limb or property as a result of any of the structures constructed by it under or by virtue of this agreement and shall save and keep harmless the Town of Normal from any and all damages, judgments, costs and expenses of every kind that may arise by reason thereof provided that notice in writing shall be immediately given to Lessee of any claim or suit against the Town of Normal which by the terms hereof, Lessee shall be obligated to defend or against which Lessee has hereby agreed to save and keep harmless the Town of Normal and provided further, that the Town of Normal shall furnish to Lessee all information in its possession relating to said claim or suit and cooperate with Lessee in the defense of any said claim or suit. The governing body of the Town of Normal may if it so desires assist in defending any such claim or suit. The agreement to defend, indemnify and save harmless shall not waive or abate any governmental immunity afforded to the Town of Normal as pertains to said third party claims. Lessee further agrees that it will pay the cost incurred by the Town of Normal, its officers, and employees for the necessary defense of any suit, not only against the Town of Normal but also its officers and employees resulting from this agreement.

Lessee agrees to hold harmless and indemnify the Town of Normal against any and all damages and claims arising out of damage to Lessee property within the public rights of way of the Town of Normal except for damage caused by the willful and wanton conduct of the Town, its officers or employees and further except for intentional Torts committed by the Town,

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its officers, and employees. Lessee likewise waives all claims against the Town of Normal whether arising directly, by subrogation assignment or otherwise for any and all damages, direct or indirect resulting from damage to Lessee's property, structures or equipment within Town of Normal rights of way, except for willful and wanton damage to Lessee's property by the Town, its officers, or employees or and except for intentional damage to Lessee by the Town, its officer, or employees.

SECTION TWELVE: CONSTRUCTION GUARANTEE. Lessee agrees to furnish the Town of Normal with one of the following prior to construction commencing on the walkway:

a. A construction surety bond written by a company authorized to do business within the State of Illinois in the amount of \$200,000. Said bond shall be in existence during the period of construction and shall be conditioned upon Lessee's performance of its obligation to construct a building pursuant to this agreement. In the event Lessee after reasonable notice fails to perform pursuant to the terms of this agreement, then the Town of Normal may, in addition to other remedies, recover on the surety bond. The Director of Public Works is hereby authorized to determine what cost would be involved to perform any obligation of Lessee hereunder and present said claim to Lessee and the surety company together with a date by which said performance will begin. Lessee or the surety company shall make payment to the Town of Normal on said claim within a reasonable time but in any event, payment shall be made prior to the date performance of said obligation is scheduled to begin and set forth in the claim presented by the Director of Public Works to Lessee and the surety company.

b. A construction bond with an irrevocable letter of credit in the amount of \$200,000.00 issued by a Federal or state Bank or Savings and Loan. The bond and irrevocable letter of credit shall be in the form contained in Exhibit A and A1 of this lease.

c. A construction bond secured by a cash escrow in the amount of \$200,000. The bond and escrow form shall be in the form contained in Exhibits B and B1 of this lease.

SECTION FOURTEEN: INSURANCE. Lessee agrees to furnish the Town of Normal, a certificate of insurance in an amount not less than one million dollars combined single limit with said insurance covering all liability, both public liability and property damage that may result from the granting of this lease. The aforementioned insurance coverage shall be maintained at all times by the Lessee until its property, structures, or equipment described in this agreement are removed and the public way is restored as required herein. The aforementioned insurance coverage shall name the Town of Normal as an additional insured.

SECTION FIFTEEN: USE OF TOWN PROPERTY. Lessee agrees to abide by all Town of Normal ordinances and rules and regulations governing the use of municipal property, municipal rights of way and other matters.

SECTION SIXTEEN: ASSIGNMENT OF LEASE. This lease may not be assigned to another individual without the written consent of the Lessor.

SECTION SEVENTEEN: OBLIGATION of TRUST BENEFICIARIES. The obligations of the Lessee under this agreement extend to the Trust beneficiaries signing this agreement and any action which the Lessor may take against the Lessee, the Lessor may take against the Trust beneficiaries signing the lease regardless of whether the Lessor chooses to act against the Lessee.

SECTION EIGHTEEN: OPTION TO RENEW. Lessee shall have the option to renew this contract for an additional twenty-five years upon providing written notice of its intent to do so to the Town no sooner than two years prior to the expiration of the lease and no later than one year prior to the expiration of this Lease. The Lessor shall have the right to amend the payment amount due in the renewal period of the lease to take into consideration the then existing fair market value of the leased property. Leased property for purpose of this option to renew shall be the air space owned by the lessor without enhancement for the leasehold improvement. If the parties do not agree on the payment amount, each party agrees to mandatory arbitration to set a payment amount.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNDER SET THEIR HANDS

TOWN OF NORMAL, LESSOR, BY: Kentia Karafin
President

ATTEST:

Marianne Turush
TOWN CLERK

(seal)

PEOPLE'S BANK AS TRUSTEE UNDER *Land*
TRUST PBB-307, LESSEE, ~~BY~~:

and not individually by: *Edgar M. Ely*
TRUST OFFICER

BROMENN FOUNDATION,
TRUST BENEFICIARY:

Edgar M. Ely
ITS: *V-P Finance*

BROKAW FOUNDATION,
TRUST BENEFICIARY:

Edgar M. Ely
ITS: *V-P Finance*

MENNONITE HEALTHCARE FOUNDATION,
TRUST BENEFICIARY:

Edgar M. Ely
ITS: *V-P Finance*

Exhibit "A"

North Bridge - Parking Garage to Medical Office Building

No P.I.N. number assigned, tract is air space connected to a part of 33-14-33-254-018.

Air rights to a three dimensional volume of space 15.00 feet of even height adjacent to and above and 4.5 feet of even depth adjacent to and below the following described elevated horizontal "Base Area":

A part of the Virginia Avenue Right-of-Way in the Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at a point on the South Line of Block 5 in the Fourteenth Addition to the Town of Normal lying 28.02 feet west of the Southeast Corner thereof. From said Point of Beginning, thence west 16.08 feet along said South Line; thence southeast 71.30 feet along a line which forms an angle to the right of $67^{\circ}-44'$ with the last described course to a point on the North Line of Lot 2 in BroMenn Healthcare Subdivision in the Town of Normal lying 58.17 feet east of the Northwest Corner thereof; thence east 16.08 feet along said North Line which forms an angle to the right of $112^{\circ}-16'$ with the last described course; thence northwest 71.30 feet along a line which forms an angle to the right of $67^{\circ}-44'$ with the last described course to the Point of Beginning, containing 1060 square feet = 0.024 acres. The elevation of the described "Base Area" is 792.54 U.S.G.S. Datum at the Parking Garage on the northwest end, and 795 U.S.G.S. Datum at the Medical Office Building on the southeast end.

In addition, Grantor grants and conveys a perpetual easement to enter upon any ground surface area owned by the grantor at all reasonable times and places for the sole purpose of constructing, inspecting, maintaining and repairing the above-described bridge. Said easement to run with the land for the benefit of the Grantee, its successors and assigns, but upon the express condition that the dominant owner (grantee et al) shall reimburse and/or hold harmless the servient owner (grantor et al) for any damage caused to the servient owner by use of the air space and easements hereby conveyed.

New Business

TOWN COUNCIL ACTION REPORT

December 31, 2009

Motion 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

BACKGROUND

Staff is requesting that the Council adjourn to Executive Session immediately following your regular meeting of January 4, 2010. The purpose of this Executive Session is to approve the minutes of the Executive Session on December 7, 2009. In addition, staff would like to discuss with the Council matters pertaining to personnel and land acquisition.