

PROPOSED AGENDA FOR TOWN COUNCIL MEETING

November 19, 2007

7:00 p.m.

- 5:00 p.m. Work Session to Discuss the Community Investment Plan
6:55 p.m. Introduction of Asahikawa, Japan Sister City Exchange Student Yosuke Satake
7:00 p.m. Public Hearing on the a Proposed Rate Change for Basic Cable Television Services by
Insight Midwest

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 Regular Meeting of November 5, 2007
 - B. Approval of Town of Normal Expenditures for Payment as of November 14, 2007
 - C. Motion to Waive Formal Bidding Process and Approve a Resolution to Authorize Execution of an Agreement with Resource Management Associates to Perform Testing Services Pertaining to the Fire Captain Promotional Selection Process
 - D. Resolution Conditionally Authorizing Consent to Phase I Assignment of the Redevelopment Agreement with One Main Development L.L.C. to Uptown One L.L.C.
 - E. Resolution Authorizing the Execution of a License Agreement with One Main Development L.L.C. for the Property Located at 104 West North Street (Former Babbitt's Books)
 - F. Resolution Conditionally Approving an Amended Site Plan for Heartland Community College "Phase II Campus Project"
 - G. Ordinance Regulating Insight Midwest Basic Cable Rates
 - H. Ordinance Authorizing the 2007 Property Tax Levy
 - I. Ordinances Authorizing the Abatement of 2007 Property Taxes for Debt Service
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

6. None

NEW BUSINESS

7. None

MAYOR'S MOMENT

CONCERNS

ADJOURNMENT

ADDENDUM

Minutes of the November 8, 2007 Normal Planning Commission Meeting

TOWN COUNCIL ACTION REPORT

November 15, 2007

Public Hearing on a Proposed Rate Change for Basic Cable Television Services by Insight Midwest

PREPARED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: That the public hearing be convened.

BACKGROUND

Federal law permits municipalities to play a limited role in regulating the rates charged by cable television companies. The 1992 Cable Television Protection and Competition Act allows cities to regulate rates charged for basic tier cable services and for certain equipment and installation charges. Federal law also requires those municipalities that choose to participate in this rate regulation process to convene a public hearing to permit public comment on any proposed cable television service rate change.

Therefore, it would be appropriate for the Council to convene a public hearing to receive public comment on the proposed rate change for basic cable services by Insight Midwest. The details concerning the proposed rate change are included in the report on this item which is part of your regular agenda materials. Following the public hearing, it would be appropriate for the Council to consider an ordinance to approve the proposed rate change for basic cable television services as proposed by Insight Midwest.

Once the public hearing has been convened and all members of the public who are in attendance have been offered the opportunity to provide public comment on this matter, it would then be appropriate for the Council to close the public hearing.

Omnibus Vote

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, NOVEMBER 5, 2007.

1. CALL TO ORDER:

Mayor Chris Koos called the Regular Meeting of the Normal Town Council to order at 7:04 p.m., Monday, November 5, 2007.

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: Cheryl Gaines (arrived at 7:08 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.

Mayor Koos announced a revised Conditional Right of Entry License for Item M was at the table.

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

City Manager Mark Peterson announced the name McLean County Convention and Visitors Bureau was actually Bloomington Normal Area Convention and Visitors Bureau in Item F.

Items D, E, G, and N were removed from the Omnibus Vote Agenda.

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Reece, 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 REGULAR MEETING OF OCTOBER 15, 2007: Omnibus Vote.

- B. APPROVAL OF THE TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF OCTOBER 31, 2007: Omnibus Vote.
- C. MOTION TO REJECT A BID TO REPLACE THE ROOF OF THE POLICE DEPARTMENT BUILDING: Omnibus Vote.
- F. RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE CONTINUED OPERATION OF THE MCLEAN COUNTY CONVENTION AND VISITORS BUREAU: Resolution No. 4109: Omnibus Vote.
- H. RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED REDEVELOPMENT AGREEMENT WITH THE GARLIC PRESS: Resolution No. 4110: Omnibus Vote.
- I. CONDITIONAL RESOLUTION PARTIALLY APPROVING A FINAL PLAT FOR THE SIXTH ADDITION TO THE NORTH BRIDGE SUBDIVISION: Resolution No. 4111: Omnibus Vote.
- J. RESOLUTION CONDITIONALLY AND PARTIALLY APPROVING THE FINAL PLAT OF THE UPTOWN I SUBDIVISION BY EXPEDITED PROCESS: Resolution No. 4112: Omnibus Vote.
- K. ORDINANCE VACATING A PORTION OF AN EASEMENT FOR UTILITY PURPOSES IN CONJUNCTION WITH THE UPTOWN I PROJECT: Ordinance No. 5156: Omnibus Vote.
- L. ORDINANCE VACATING A PART OF THE BLOCK 6 ALLEY IN THE ORIGINAL TOWN OF NORMAL LOCATED ON THE PROPOSED UPTOWN I SUBDIVISION: Ordinance No. 5157: Omnibus Vote.
- M. RESOLUTION AUTHORIZING EXECUTION OF A CONDITIONAL RIGHT OF ENTRY LICENSE WITH ONE MAIN DEVELOPMENT, LLC, TO BEGIN CONSTRUCTION ON THE UPTOWN I PROJECT: Resolution No. 4113: Omnibus Vote.

Councilmember Gaines arrived at 7:08 p.m.

5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:

- D. MOTION TO ACCEPT A BID AND AWARD THE PURCHASE OF A REPLACEMENT TANDEM HOOK LIFT TRUCK FROM PETERBILT CENTRAL ILLINOIS IN THE AMOUNT OF \$104,603.00 FOR THE PUBLIC WORKS WASTE REMOVAL DIVISION:

City Manager Mark Peterson explained the report indicated that the staff report indicated a trade-in of \$39,000.00 was included in this purchase. Staff has become aware that an area municipality, the City of LeRoy, may be interested in purchasing this trade-in for the same amount as included in the proposed

transaction. Staff would like authorization to work with the City of LeRoy and, if they are interested, sell this trade-in vehicle out-right to LeRoy, rather than using it as a trade-in with Central Illinois Trucks, Inc.

MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Accept a Bid and Award the Purchase of a Replacement Tandem Hook Lift Truck from Peterbilt Central Illinois in the Net Amount of \$104,603.00 for the Public Works Waste Removal Division. Trade-in vehicle to be sold to LeRoy or Peterbilt at Staff Discretion.

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

NAYS: None.

Motion declared carried.

E. MOTION TO APPROVE THE TOWN'S PARTICIPATION IN THE MUNICIPAL BULK ELECTRICITY PROCUREMENT PROGRAM THROUGH THE STATE OF ILLINOIS JOINT PURCHASING PROGRAM:

MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Approve the Town's Participation in the Municipal Bulk Electricity Procurement Program through the State of Illinois Joint Purchasing Program.

Councilmember Reece posed questions for clarification purposes, which questions were responded to by City Manager Mark Peterson and Community Development Director Steve Westerdahl. Community Development Director Steve Westerdahl introduced Mr. Mark Pruitt, Program Manager, Energy Resources Center, and Mr. Pruitt explained the process used through the State Joint Purchasing Program, including the use of "green power."

Mr. Pruitt responded to further questions from Council.

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

NAYS: None.

Motion declared carried.

G. RESOLUTION AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT PERTAINING TO 305 EAST PINE STREET (TERRI RYBURN): Resolution No. 4114:

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Gaines, the Council Adopt a Resolution Authorizing Execution of a Redevelopment Agreement Pertaining to 305 East Pine Street (Terri Ryburn).

Councilmember Fritzen expressed concern with the historical significance of the property and posed questions concerning the long-term viability of this project. Councilmember Fritzen indicated he was not supportive of this investment.

Councilmember Reece commented this project would be a challenge; however, the owner seemed to have a great zeal to see the completion of this restoration. Councilmember Nielsen commented he did not see this as the official Town of Normal Route 66 Museum but did see the need to stabilize the property. Councilmember Nielsen further indicated the proposed redevelopment agreement did not commit the Town taxpayers to “bail” this project out in the future.

Councilmember Chambers commented on the timing of this request because winter is coming, and the Council cannot wait to see if the redevelopment is going to work. Councilmember Chambers indicated he supported stabilizing this building for the winter. Considerable Council discussion ensued.

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

NAYS: Fritzen.

Motion declared carried.

N. RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT WITH ONE MAIN DEVELOPMENT, LLC, TO CONSTRUCT AN EARTH RETENTION SYSTEM ON PUBLIC RIGHT-OF-WAY IN CONJUNCTION WITH THE UPTOWN 1 PROJECT: Resolution No. 4115:

MOTION:

Councilmember Nielsen moved, seconded by Councilmember Fritzen, the Council Adopt a Resolution Authorizing Execution of an Easement Agreement with One Main Development, LLC, to Construct an Earth Retention System on Public Right-of-Way in Conjunction with the Uptown 1 Project.

Councilmember Nielsen posed questions concerning the sidewalk accessibility on North Street, which questions were responded to by Uptown Development Director Wayne Aldrich.

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

NAYS: None.

Motion declared carried.

GENERAL ORDERS

6. RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE OF REAL ESTATE WITH RHONDA K. BRANDER (900 SOUTH LINDEN) IN THE AMOUNT OF \$725,000 AND AUTHORIZING THE STAFF TO ENTER INTO A SHORT-TERM LEASE AGREEMENT IF REQUIRED: Resolution No. 4116:

MOTION:

Councilmember Scott moved, seconded by Councilmember Chambers, the Resolution Authorizing the Execution of a Contract for Sale of Real Estate with Rhonda K. Brander (900 South Linden) in the Amount of \$725,000 and Authorizing the Staff to Enter Into a Short-Term Lease Agreement if Required.

Councilmember Reece commented on the opportunity to acquire property adjacent to a town park. Councilmembers Fritzen and Scott commented on the Town Park Master Plan and indicated this would be a strategic purchase adjacent to Underwood Park, Constitution Trail, and near the new outdoor amphitheater. Considerable Council discussion ensued.

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

NAYS: None.

Motion declared carried.

7. MOTION TO ACCEPT A DESIGN AND BUILD PROPOSAL FOR A BUILDING EXPANSION TO THE PUBLIC WORKS OPERATIONS AND SERVICE CENTER AND TO AUTHORZE STAFF TO NEGOTIATE A CONTRACT WITH CORE CONSTRUCTION FOR A TOTAL AMOUNT NOT TO EXCEED \$2,952,000.00:

MOTION:

Councilmember Reece moved, seconded by Councilmember Scott, the Council Accept a Design and Build Proposal for a Building Expansion to the Public Works Operations and Service Center and to Authorize Staff to Negotiate a Contract with CORE Construction for a Total Amount Not to Exceed \$2,952,000.00.

Public Works Director Mike Hall gave a brief presentation of the proposed expansion project and introduced Dennis Shoemaker, Architect, CORE Construction and Rick Jeremiah, Director of Site Planning and Construction, Cullinan Properties, Ltd. City Manager Mark Peterson made additional comments concerning the design/build concept of building. Mr. Peterson further explained that by acting on the motion before the Council, staff was requesting authorization to further discuss a proposal regarding LEED certification for the building addition and to explore alternative funding options for Phase II of the proposed project.

Councilmembers Scott and Chambers posed questions for clarification purposes which were responded to by Public Works Director Mike Hall. Mayor Koos commented on exploring the LEED certification. Further Council discussion ensued.

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

NAYS: None.

Motion declared carried.

NEW BUSINESS

There was none.

8. MAYOR'S MOMENT:

Mayor Koos commented on the US Conference of Mayors Climate Protection Conference he attended in Seattle, Washington, last week. Mayor Koos indicated approximately 100 mayors were in attendance at the conference, as well as approximately 50 staff members. Former President Clinton and Vice-President Gore were speakers at the conference.

9. CONCERNS:1. WEB-SITE LINK:

Councilmember Gaines suggested the Town include a web-site link to the various speeches from the Climate Protection Conference the Mayor attended.

2. UPTOWN HOLIDAY OPEN HOUSE:

Councilmember Gaines reminded the public the holiday open house in Uptown Normal was going to be Saturday and Sunday.

3. NAN MEETING:

Councilmember Gaines commented on the NAN meeting she had attended on Saturday and encouraged people to get involved with neighborhood associations.

4. TREAT FEAST:

Councilmember Chambers thanked the Uptown businesses for their participation in the Treat Feast on October 30, 2007.

10. ADJOURNMENT:

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

MOTION:

Councilmember Reece moved, seconded by Councilmember Chambers, the Council Adjourn the Regular Meeting of the Normal Town Council.

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

NAYS: None.

Motion declared carried.

Mayor Koos adjourned the Regular Meeting of the Normal Town Council at 8:10 p.m., Monday, November 5, 2007.

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>General Fund</u>		
CITY OF BLOOMINGTON	FOOD/BEV TAXES	\$177.00
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX	\$1,170.00
General Fund Total		\$1,347.00
<u>General Fund Mayor & Council Administration</u>		
ILLINOIS MUNICIPAL LEAGUE	2008 ANNUAL DUES	\$2,335.00
MCLEAN CO CHAMBER OF COMMERCE	2008 GALA SPONSORSHIP	\$600.00
KOOS, CHRIS	SEATTLE CLIMATE PROTECTIO	\$1,555.88
CARDMEMBER SERVICE	NLC REGISTRATION-KOOS	\$510.00
CARDMEMBER SERVICE	LUNCH MEETINGS	\$111.84
TIMOTHY KENT	ARTWORK FRAMING	\$812.00
General Fund Mayor & Council Administration Total		\$5,924.72
<u>General Fund Administration - City Mgr Boards & Commissions</u>		
WRIGHT PRINTING CO	LUNCHEON TICKETS	\$91.89
INTERSTATE CENTER INC	ROOM LEASE - MLK EVENT	\$1,000.00
General Fund Administration - City Mgr Boards & Commissions Total		\$1,091.89
<u>General Fund Administration - City Mgr City Manager</u>		
Heartland Healthcare Coalition	2008 RENEWAL	\$365.00
MCLEAN CO CHAMBER OF COMMERCE	2008 WD DUES - REECE	\$50.00
CARDMEMBER SERVICE	ICMA CONF - FRUIN	\$698.28
CARDMEMBER SERVICE	LUNCH & DINNER MTGS, TRAV	\$377.39
CARDMEMBER SERVICE	LUNCH MEETINGS	\$254.24
PARKWAY AUTO LAUNDRY	OCTOBER CAR WASHES	\$14.00
General Fund Administration - City Mgr City Manager Total		\$1,758.91
<u>General Fund Administration - City Mgr Uptown Project</u>		
JIM ULAVEGE SIGNS	PARKING DECK SIGN CHANGES	\$214.00
JIM ULAVEGE SIGNS	REMOVE/REPL WINDOW LTRS	\$62.00
TOWN OF NORMAL-WATER FUND	108 E BEAUFORT	\$25.12
SECRETARY OF STATE	TOWN OF NORMAL SERVICE MA	\$10.00
INSIGHT MEDIA ADVERTISING	UPTOWN MEDIA SERVICE	\$932.00
CARDMEMBER SERVICE	CTEES NORMAL BABY SHIRTS	\$61.80
CARDMEMBER SERVICE	SANDWICH AD BOARD	\$205.66
INFINITY PRINT GROUP INC	PLASTIC BAGS (UPTWN)	\$711.28
ROHAN-STRACK ENTERPRISES	UPTOWN MEETING - LUNCHES	\$125.07
CARDMEMBER SERVICE	TRAFFIC ENG & SAFETY CONF	\$115.00
General Fund Administration - City Mgr Uptown Project Total		\$2,461.93
<u>General Fund Administration - City Mgr General Expense Dept.</u>		
IL DEPT OF EMPLOYMENT SECURITY	BENEFITS: 7/01-9/30/07	\$4,737.00
ORIENTAL TRADING COMPANY INC	GIFT BAGS FOR EAC EVENT	\$58.45
HARLAN VANCE COMPANY	EE APPRECIATION GIFTS (RE	\$718.75
NATIONAL WILDLIFE DIRECT	HOLIDAY CARDS	\$808.50
BMI HOCKEY LLC	HOCKEY GAME 2/23- 40 TKTS	\$800.00
CARDMEMBER SERVICE	RETIREMENT/ELSTON	\$200.00
CARDMEMBER SERVICE	RETIREMENT/IRV	\$300.00
GLT 89FM RADIO	ALBC ADVERTISEMENT	\$225.00
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX	\$115.00
PANTAGRAPH	PANTAGRAPH AD - LINCOLN C	\$868.96
UNITED STATES POSTAL SERVICE	FALL 2007 NEWSLINE	\$2,587.28
BROMENN COMMUNITY WELLNESS	OCT,2007 WELLNES PROGRAM	\$4,166.67
HARLAN VANCE COMPANY	UPTWN- LADIES SHIRT	\$34.00
CARDMEMBER SERVICE	WELLNESS LITERATURE	\$440.00
CARDMEMBER SERVICE	T/G RACE SUPPLIES	\$171.74
Emling Canvas Products	STAGE RENTAL	\$950.00
B-N PUBLIC TRANSIT SYSTEM	NOV/DEC TRANSIT SUBSIDY	\$48,148.00
B/N CONVENTION & VISITORS BUREAU	HOTEL/MOTEL TAX - OCTOBER	\$18,722.28
WHITE HEATH SCHOOL	REFUND - WHITE HEATH - #1	\$6.00
General Fund Administration - City Mgr General Expense Dept. Total		\$84,057.63
<u>General Fund Town Clerk Administration</u>		
Elizabeth Wollenschlager	1905 TOWN CODE BOOK	\$25.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CARDMEMBER SERVICE	CIMCO ANNUAL MEETING - CL	\$78.35
General Fund Town Clerk Administration Total		\$103.35
<u>General Fund Corporation Counsel Administration</u>		
MCLEAN COUNTY BAR ASSOCIATION	MCLEAN CO BAR MEETING	\$30.00
MAHRT, STEVEN	IMLA CONF MAHRT	\$995.93
MAHRT, STEVEN	PARKING/GAS HOME RULE	\$55.03
General Fund Corporation Counsel Administration Total		\$1,080.96
<u>General Fund Facility Management Administration</u>		
MENARDS	WORK GLOVES	\$57.40
NICOR GAS	ACCT 49-14-49-1000 4 NOV0	\$32.29
TOWN OF NORMAL-WATER FUND	ACCT 1429-13996 OCT07	\$237.42
A B HATCHERY & GARDEN CENTER	2 STRAW BALES (C HALL)	\$9.00
ACE HARDWARE	SUPPLIES - FAC MGMT	\$34.59
ACE HARDWARE	SUPPLIES - FAC MGMT	\$27.77
ACE HARDWARE	SUPPLIES - FAC MGMT	\$22.56
ACE HARDWARE	SUPPLIES - FAC MGMT	\$247.78
ACE HARDWARE	SUPPLIES - FAC MGMT	\$23.99
ACE HARDWARE	SUPPLIES - FAC MGMT	\$70.60
SUNBELT RENTALS	HYDRAULIC CMPACT EXCAVATR	\$353.28
BILL'S KEY & LOCK SHOP	HON FILE CAB KEY TO CODE	\$8.75
BILL'S KEY & LOCK SHOP	FILE CABINET KEYS (2)	\$3.26
BILL'S KEY & LOCK SHOP	KEYS, L HANDLE W/KEYS	\$40.50
BILL'S KEY & LOCK SHOP	KEYS, KEY CLIPON	\$22.20
MENARDS	BATTERIES,DAISY ROSETTE,	\$31.01
MENARDS	LUMBER, COTTON TWINE	\$74.13
NOVAK FLOWERS	MONTHLY PLANT MAINT	\$250.00
RANEY TERMITE CONTROL INC	CDM QUARTERLY PEST CNTRL	\$45.00
REED ELECTRIC INC	C HALL BOLLARDS, LABOR	\$4,094.36
WEAVER'S RENT-ALL	12" GAS SAW, DIA BLADE	\$52.00
INTERSTATE ALL BATTERY CENTER	6V FASTON (4)	\$97.16
CARDMEMBER SERVICE	HANSONS CLEANERS	\$9.30
CARDMEMBER SERVICE	BEST BUY	\$59.99
CARDMEMBER SERVICE	LE PRINT EXPRESS	\$2.37
SHERWIN-WILLIAMS CO	QUART SPR EXT FL ULTRA	\$21.98
SHERWIN-WILLIAMS CO	WINDOW SCPR 30 BLD	\$4.99
SHERWIN-WILLIAMS CO	ANTIQUE BRONZE PAINT	\$142.30
SHERWIN-WILLIAMS CO	PAINT (UPTOWN)	\$68.41
COLUMBIA PIPE & SUPPLY CO	SLOAN 8111-G2 OPT,FLSHVLV	\$593.00
J & L CONSTRUCTION SERVICES INC	SOLAR TUBES- PD TRNG ROOM	\$6,750.00
ACE HARDWARE	SUPPLIES - FAC MGMT	\$67.24
MILLER JANITOR SUPPLY	ICE MELT (FACMGMT-33NCH)	\$767.76
NORMAL ROTARY CLUB	POINTSETTIA'S FOR CITY HA	\$108.00
CINTAS CORPORATION #396	CARPET RUNNER - CDM	\$36.00
CARDMEMBER SERVICE	KROGER	\$15.96
General Fund Facility Management Administration Total		\$14,482.35
<u>General Fund Finance Administration</u>		
JPMORGAN COMPENSATION AND	VALUATION SET UP.RESULTS	\$5,000.00
CARDMEMBER SERVICE	BUSINESS LUNCH	\$24.80
CARDMEMBER SERVICE	TIF CONFERENCE EXPENSES	\$447.55
General Fund Finance Administration Total		\$5,472.35
<u>General Fund Purchasing Office Supply</u>		
WALZ LABEL AND MAILING SYSTEMS	3 MONTH LEASE PAYMENT	\$484.17
IKON OFFICE SOLUTIONS	TYPE K REFILL STAPLES	\$161.99
W M PUTNAM COMPANY	ANNEX I OFFICE SUPPLIES	\$36.86
W M PUTNAM COMPANY	ANNEX II OFFICE SUPPLIES	\$14.89
W M PUTNAM COMPANY	OFFICE SUPPLIES	\$226.72
W M PUTNAM COMPANY	MUSEUM OFFICE SUPPLIES	\$29.60
W M PUTNAM COMPANY	SUPPLIES - C HALL	\$132.87
W M PUTNAM COMPANY	DATER- RECEVD STAMP	\$25.04

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
OFFICE DEPOT CREDIT PLAN	PARKING COMM SUPPLIES	\$105.96
OFFICE DEPOT CREDIT PLAN	INSPECTIONS CALENDAR	\$19.99
QUILL CORPORATION	LASER LABELS	\$53.98
QUILL CORPORATION	PENS	\$129.89
QUILL CORPORATION	AVERY LABELS	\$121.98
QUILL CORPORATION	SELF-SEAL ENVELOPES	\$142.47
MIDLAND PAPER	25 CT COPY PAPER	\$1,125.00
General Fund Purchasing Office Supply Total		\$2,811.41
<u>General Fund Purchasing Administration</u>		
WESTERDAHL, STEVEN	DINNER ERC REP. COUNCIL M	\$49.83
US POSTAL SERVICE/HASLER	REPLENISH C HALL POSTAGE	\$10,000.00
UNITED PARCEL SERVICE	REPLENISH DEPOSIT BALANCE	\$900.00
UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE DUE ACC	\$300.00
General Fund Purchasing Administration Total		\$11,249.83
<u>General Fund Information Technology Administration</u>		
CARDMEMBER SERVICE	NETWORK SOLUTIONS - TCTEE	\$74.97
SUNGARD HTE INC	50% - PAYROLL SYS CHANGE	\$2,400.00
CARDMEMBER SERVICE	SONY SHIPPING - VOICE REC	\$7.00
GOVCONNECTION INC	HP MAINT KIT, FREIGHT	\$270.23
LEXIS NEXIS	ONLINE CHARGES - OCT/07	\$122.00
ADVANCED PROCESSING & IMAGING, INC	BAL DUE- IMAGING TRNG	\$2,737.44
ARCH WIRELESS	ACCT 3526095-9	\$11.80
MCLEOD/USA	CITY HALL ACCT 3317764	\$339.72
VERIZON - NJ	ACCT M10 EAP-6341 117	\$437.02
VERIZON - NJ	ACCT 000 141-0420 866	\$470.00
ROUTE 24 COMPUTERS INC	INTERNET&TOLLFREE	\$104.10
ADVANCED PROCESSING & IMAGING, INC	BAL DUE- IMAGING TRNG	\$262.56
BLOOMINGTON OFFSET PROCESS	SHUT-OFF NOTICES	\$420.00
CARDMEMBER SERVICE	MEMORIAL GIFT SHOP	\$40.41
GOVCONNECTION INC	2PK HP TRICOLOR TD	\$30.57
GOVCONNECTION INC	BROTHER TONER HL (2)	\$121.52
GOVCONNECTION INC	INK CARTRIDGES,TONERS	\$791.03
CDW GOVERNMENT INC	MOUSE KEYBOARDS COMBO	\$1,293.06
CARDMEMBER SERVICE	OFFICE MAX - WRIST REST	\$89.98
CARDMEMBER SERVICE	OFFICE MAX - RETURN	(\$89.98)
CARDMEMBER SERVICE	OFFICE DEPOT - STREETS SO	\$39.99
GOVCONNECTION INC	PALM Z22 PDA, FREIGHT	\$95.50
General Fund Information Technology Administration Total		\$10,068.92
<u>General Fund Human Resources Administration</u>		
FOUR SEASONS ASSOCIATION INC	'08 ANNUAL CORPORATE FEE	\$2,400.00
BROMENN MEDICAL GROUP	HEP B TESTS	\$130.00
BROMENN MEDICAL GROUP	DRUG & BAT TESTS	\$145.00
CARDMEMBER SERVICE	HANNA/SPHR EXAM AND MEMBE	\$375.00
CARDMEMBER SERVICE	IPELRA CONF HOTEL	\$326.84
CARDMEMBER SERVICE	IPELRA CONF GAS	\$35.59
General Fund Human Resources Administration Total		\$3,412.43
<u>General Fund Inspections Administration</u>		
INTERNATIONAL CODE COUNCIL (BOCA)	ICC DUES-SCOT WILLIAMS	\$100.00
ABPA	DUES ABPA-RANDY SCHOOLCRA	\$75.00
IEEE	IEEE DUES-RAND VEERMAN	\$168.00
KOOS, CHRIS	SEATTLE CLIMATE PROTECTIO	\$1,555.87
CARDMEMBER SERVICE	AABN MEETING-SNACKS	\$52.24
CARDMEMBER SERVICE	AABN LUNCH MEETING	\$30.00
CARDMEMBER SERVICE	MEAL-S. WILLIAMS	\$20.93
CARDMEMBER SERVICE	LODGING/MEALS-S. WILLIAMS	\$748.17
CARDMEMBER SERVICE	MEALS-T. SONDGEROTH	\$128.55
CARDMEMBER SERVICE	LODGING-T. SONDGEROTH	\$610.40
Troy Sondgeroth	CAB FARE-TROY SONDGEROTH	\$10.00
NORMAL ROTARY CLUB	2 POINSETTA'S	\$18.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
PARKWAY AUTO LAUNDRY	CAR WASH-L KERESTES	\$7.00
CARDMEMBER SERVICE	SUPLIES,PVC	\$21.11
CARDMEMBER SERVICE	PLAQUES(IPOC)	\$29.98
CARDMEMBER SERVICE	CAMERA	\$229.88
CARDMEMBER SERVICE	MEMORY CARD FOR CAMERA	\$25.17
CARDMEMBER SERVICE	SERVICE PLAN FOR CAMERA	\$59.99
General Fund Inspections Administration Total		\$3,890.29
General Fund Police Narcotics Enforcement		
WALMART COMMUNITY BRC	VICE SUPPLIES	\$95.38
ZIEBART	WINDOW TINTING (NPD)	\$229.95
TACTICAL TECHNOLOGIES INC	SYNTH DIG RCV/REC KIT	\$2,712.00
General Fund Police Narcotics Enforcement Total		\$3,037.33
General Fund Police Administration		
GALLS INCORPORATED	BLK ZIPPER BOOTS	\$104.64
RAY O'HERRON CO INC	PANTS,SHIRTS	\$115.90
RAY O'HERRON CO INC	PANTS	\$66.71
RAY O'HERRON CO INC	PANTS	\$57.95
RAY O'HERRON CO INC	PANTS	\$57.95
RAY O'HERRON CO INC	BOOTS	\$114.95
RAY O'HERRON CO INC	BADGE REPAIR	\$45.19
RAY O'HERRON CO INC	WMNS S/S SHIRTS	\$78.17
RAY O'HERRON CO INC	BADGES	\$17.00
RAY O'HERRON CO INC	BADGES	\$35.64
Officer Greg Passini	FACE SHIELD - RIOT HELMET	\$29.75
Sgt. Kevin Henderson	ALTERATIONS TO CLOTHING	\$15.00
Officer Kendra DeRosa	ALTERATIONS TO CLOTHING	\$28.00
Officer Keith Bush	ALTERATIONS TO CLOTHING	\$11.00
BROMENN HEALTHCARE	EMPLOYEE PHYSICAL	\$2,896.00
COMMUNICATION REVOLVING FUND	COMM SVCS - AUG	\$105.00
MCLEAN CO SHERIFF'S DEPARTMENT	CENT BOOKING FEES - OCT	\$1,682.50
MCLEAN COUNTY HEALTH DEPT	ANIMAL CNTRL SRV - OCT/07	\$4,565.00
PURITAN SPRINGS WATER	SERVICE 10/19-11/15	\$64.00
PURITAN SPRINGS WATER	SERVICE 11/2 - 11/29	\$7.00
SEYFARTH, SHAW ATTORNEYS	POLICE	\$13,847.71
STERICYCLE INC	MONTHLY FEE	\$22.27
BLOOMINGTON RADIOLOGY SC	EMPLOYEE PHYSICAL	\$597.00
American Polygraph Association	2008 DUES - DREXLER	\$150.00
PARKWAY AUTO LAUNDRY	CAR WASHES	\$287.00
BATTERIES PLUS	RADAR GUN BATTERIES	\$51.98
ADVANCED PUBLIC SAFETY	EPSON POWER SUPPLY	\$81.10
Sgt. Kevin Henderson	REPAIR/PARTS FOR AR RIFLE	\$14.52
DARNALL PRINTING	44 BOOKS - OV'S	\$583.00
FEDEX	EVIDENCE SHIPMENTS	\$242.64
CITY OF BLOOMINGTON	REG. FOR CONF. - BIAS, BI	\$65.00
CITY OF BLOOMINGTON	REG. FOR BIAS,BIGOTRY&HAT	\$65.00
UNIVERSITY OF ILLINOIS	BASCI TRAINING - 2 OFFICE	\$8,291.88
UNIVERSITY OF ILLINOIS	SPANISH-PTI-BASIC TRAININ	\$140.00
Officer Todd Drought	MEALS DURING TRAINING	\$92.96
Detective Beth Acuncius	MEALS DURING TRAINING (2	\$62.37
LANDMARK LAUNDRY	RENT - NW SUBSTATION	\$1,180.85
ACE HARDWARE	POTTING SOIL- C P A	\$7.96
BILL'S KEY & LOCK SHOP	SUBSTATION & HON CABINET	\$43.70
WALMART COMMUNITY BRC	CID;CPA;TRANING ROOM;K-9	\$644.32
ROHAN-STRACK ENTERPRISES	LUNCHES - NPD MEETING	\$146.00
GLOVE SOLUTIONS	LATEX GLOVES	\$525.00
PETCO ANIMAL SUPPLIES INC	K-9 FOOD	\$67.98
General Fund Police Administration Total		\$37,307.59
General Fund Fire Prevention		
MISC FIRE DEPT	MEMBERSHIP DUES	\$85.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MISC FIRE DEPT	MEMBERSHIP DUES	\$125.00
General Fund Fire Prevention Total		\$210.00
<u>General Fund Fire Foreign Fire Tax</u>		
SELECT SCREENPRINTS INC	NFD DUTY SHIRTS	\$1,387.05
CLASSIC APPAREL INC	FF SW/SHIRTS	\$244.95
WALMART COMMUNITY BRC	SUPPLIES - FIRE DEPT	\$99.86
General Fund Fire Foreign Fire Tax Total		\$1,731.86
<u>General Fund Fire Administration</u>		
WEST SIDE CLOTHING	CLOTHING - NFD	\$931.00
MUNICIPAL EMERGENCY SERVICES	BADGES, COLLAR INSIGNIAS	\$131.00
MUNICIPAL EMERGENCY SERVICES	BADGE	\$65.00
SEYFARTH, SHAW ATTORNEYS	FIRE	\$12,592.50
TOWN OF NORMAL-WATER FUND	COLLINS MISAPPLIED PAYMEN	\$135.62
FEDEX	JULIE / ACCUMED	\$103.96
ACCUMED BILLING INC	SERVICE - OCTOBER, '07	\$4,928.51
MISC FIRE DEPT	ALS INTERCEPT BFD	\$203.50
MISC FIRE DEPT	ALS INTERCEPT BFD	\$203.50
MISC FIRE DEPT	ALS INTERCEPT BFD	\$203.50
ACE HARDWARE	SUPPLIES - NFD	\$56.76
ILLINI FIRE EQUIPMENT CO	20# CO2 CARTRIDGES - NFD	\$330.00
MENARDS	METAL AUGER ANCHORS	\$2.58
SUPREME RADIO COMMUNICATIONS	RADIO REPAIRS	\$272.12
SUPREME RADIO COMMUNICATIONS	RADIO REPAIRS	\$560.00
CARDMEMBER SERVICE	FED EX	\$7.53
HOLIDAY INN EXPRESS-PALATINE	HOTEL ACCOMMODATIONS - ST	\$521.70
CHAD STENGEL	ADVANCE MEALS - STENGEL	\$240.00
WALMART COMMUNITY BRC	SUPPLIES - FIRE DEPT	\$78.19
PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$539.45
WALMART COMMUNITY BRC	SUPPLIES - FIRE DEPT	\$7.92
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - 109878	\$179.06
MILLER JANITOR SUPPLY	TOWEL, DISINFECTANT	\$92.76
MILLER JANITOR SUPPLY	SANITIZER DISPENSERS	\$350.40
MILLER JANITOR SUPPLY	WIPERS, DISH SOAP, -33NFD30	\$270.53
WALMART COMMUNITY BRC	SUPPLIES - FIRE DEPT	\$54.36
MENARDS	LP TANK EXCHANGE	\$31.48
BATTERY CLINIC INC	12V SLA BATTERY CHARGER	\$65.12
SMITHWORKS COMPANY	FLOOR MOUNT WARMER	\$350.64
General Fund Fire Administration Total		\$23,508.69
<u>General Fund Public Works Administration</u>		
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL-PW/ADMIN	\$85.50
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL-PW/MAINT	\$305.35
CARDMEMBER SERVICE	IL DFPR LICENSE RENEWAL M	\$61.50
ACE HARDWARE	SUPPLIES - PUB WKS	\$15.37
Ed Fleming	SODA & H2O FOR SNOW MAINT	\$45.15
MILLER JANITOR SUPPLY	GARBAGE LINERS- 16NPW00	\$48.78
General Fund Public Works Administration Total		\$561.65
<u>General Fund Public Works Engineering</u>		
TESTING SERVICE CORP	CONSTITUTION TRAIL CNTR	\$96.00
TESTING SERVICE CORP	UPTWN UTILITY REPL PH-I	\$36.00
TESTING SERVICE CORP	HOVEY AVE PAVEMENT PATCH	\$192.00
TESTING SERVICE CORP	MAST ARM FNDTN-RAAB RD	\$36.00
TESTING SERVICE CORP	2007 STREET RESURFACING	\$24.00
TESTING SERVICE CORP	HEARTLAND CC-ACCESS	\$36.00
CARDMEMBER SERVICE	IL DFPR LICENSE RENEWAL F	\$61.50
CARDMEMBER SERVICE	IL DFPR LICENSE RENEWAL G	\$61.50
PARKWAY AUTO LAUNDRY	CAR WASHES	\$21.00
MATHIS KELLY CONSTRUCTION	EAR PLUGS, WHITE PAINT	\$97.71
QUILL CORPORATION	WIRE ROLL FILE	\$104.99
General Fund Public Works Engineering Total		\$766.70

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>General Fund Public Works Equipment Maintenance</u>		
CINTAS CORPORATION #396	TWLS/SUPPLIES - PW	\$76.64
CARDMEMBER SERVICE	RUBY TUESDAY EFFINGHAM IL	\$27.96
CARDMEMBER SERVICE	COUNTRY INN EFFINGHAM IL	\$360.75
ALTORFER INC	FUEL SENDER - A44	\$47.81
ALTORFER INC	FUEL AND OIL FILTERS	\$69.92
ALTORFER INC	HOTSTART HEATER	\$74.71
BLOOMINGTON BTB	MUFFLER,GASKETS - N50	\$210.85
CENTRAL ILLINOIS TRUCKS INC	CHIPPER SERVICED	\$443.04
CLARK & BARLOW	SAWZALL BLADE	\$16.51
CUMMINS MID-STATES POWER INC	PAC,FF	\$11.86
DENNISON CORPORATION	BRAKE ASY,GASKETS (RES18)	\$349.74
DENNISON CORPORATION	WIRE ASY, RESISTOR ASY	\$33.50
J MERLE JONES & SONS INC	CLAMP	\$8.83
J MERLE JONES & SONS INC	HINGES (S26)	\$54.20
J MERLE JONES & SONS INC	PUMP, CORE CHG	\$134.69
J MERLE JONES & SONS INC	CREDIT - CORE CHG	(\$24.00)
J MERLE JONES & SONS INC	REPAIRS - A26	\$976.67
J MERLE JONES & SONS INC	REPAIRS - A24	\$1,840.37
MARTIN EQUIPMENT OF IL INC	REPAIRS - S41	\$589.22
MOTION INDUSTRIES INC	HYD HOSE	\$32.13
MOTION INDUSTRIES INC	H-VOLUME BALL BEARINGS	\$199.08
MUTUAL WHEEL CO	LOCK NUTS	\$13.44
MUTUAL WHEEL CO	BLUE GASKET, MODULE	\$39.51
CLAY DOOLEY INC	P265/70R17 TIRES (S2)	\$469.84
DON OWEN TIRE SERVICE	SERVICE CALL, TIRE PATCH	\$71.63
DON OWEN TIRE SERVICE	DZT11R225 (RECAPS)	\$127.00
DON OWEN TIRE SERVICE	TIRE CHANGE, SERVICE CALL	\$130.00
DON OWEN TIRE SERVICE	P235/70R15 TIRES (R34)	\$160.04
HERITAGE MACHINE & WELDING INC	REPLACE REAR SPRINGS-S15	\$795.94
NORTHERN SAFETY CO INC	BX HVYWGT GRN VINYL GLV	\$61.63
OWEN TIRE & AUTO CENTER	LT225/75R16 (10 PLY)	\$124.00
PARKWAY AUTO LAUNDRY	CAR WASH	\$7.00
MODAL MARKETING INC	PLASTIC INSERTS	\$28.80
CARQUEST AUTO PARTS OF BLM IL INC	BRAVO SPRAY, TARGET SPRY	\$15.36
CARQUEST AUTO PARTS OF BLM IL INC	COUPLER BODY	\$25.08
CARQUEST AUTO PARTS OF BLM IL INC	AUTO BATTERY	\$55.67
CARQUEST AUTO PARTS OF BLM IL INC	AUTO BATTERY	\$56.67
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT - BATTERY	(\$55.67)
CARQUEST AUTO PARTS OF BLM IL INC	W/W SOLVENT	\$54.96
CARQUEST AUTO PARTS OF BLM IL INC	STARTER FLUID, GLASS CLNR	\$27.24
CARQUEST AUTO PARTS OF BLM IL INC	ROUGH SERV 75W	\$19.04
CARQUEST AUTO PARTS OF BLM IL INC	40# CLAY PRODUCT	\$200.40
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE PADS	\$58.67
CARDMEMBER SERVICE	SAM LEMAN CHRYSLER-JEEP S	\$633.21
PETERBILT ILLINOIS	AIR BRAKE A/F	\$24.48
General Fund Public Works Equipment Maintenance Total		\$8,678.42
<u>General Fund Public Works Waste Removal</u>		
WEST SIDE CLOTHING	T-SHIRTS, HOODED SW/SHIRT	\$89.10
WEST SIDE CLOTHING	BOOTS, SWEATSHIRT / PW	\$188.00
WEST SIDE CLOTHING	BIBS,JACKET,SHIRTS - PW	\$255.50
WEST SIDE CLOTHING	COVERALLS,SHIRTS,SW/SHIRT	\$234.00
WEST SIDE CLOTHING	JEANS - (WASTE)	\$195.00
WEST SIDE CLOTHING	JEANS - CASALI / PW	\$120.00
CARDMEMBER SERVICE	FARM & FLEET CLOTHING POW	\$296.92
ADS OF BLOOMINGTON	OCT HAULING SERVICE	\$39,577.08
MILL CREEK TRUCKING INC	18 LOADS - OCT SRV	\$4,590.00
AMERICAN PEST CONTROL	PIGEON SRV - MAIN/HOVEY	\$100.00
AMERICAN PEST CONTROL	PIEGEON SRV - RECYC CNTR	\$70.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CARDMEMBER SERVICE	HOLIDAY INN JACKSON TN PA	\$121.92
CARDMEMBER SERVICE	LONE STAR CHAMPAIGN IL LU	\$55.03
OFFICE DEPOT CREDIT PLAN	PW WASTE SUPPLIES	\$109.95
M. O. Simundson	REIMBURSEMENT FOR PLASTIC	\$10.00
HICKSGAS BLOOMINGTON INC	1-33# (PUB WK)	\$20.00
General Fund Public Works Waste Removal Total		\$46,032.50
<u>General Fund Public Works Streets</u>		
WEST SIDE CLOTHING	JEANS - ASHENBRENER / PW	\$170.00
MIDWEST CONSTRUCTION RENTALS	SAFETY VESTS,RAKE,BOOTS,	\$311.76
LEXINGTON FORD LLC	TRUCK TEST (S11)	\$19.50
KEY EQUIPMENT & SUPPLY CO	ACTUATOR-LINEAR	\$951.39
PARKWAY AUTO LAUNDRY	CAR WASHES	\$21.00
CARDMEMBER SERVICE	MARREL CORP REPAIR ROLLOF	\$1,819.18
CARDMEMBER SERVICE	SONIC DRIVEIN SCOTT DENNE	\$11.67
CARDMEMBER SERVICE	HOLIDAY INN JACKSON TN SC	\$121.92
CARDMEMBER SERVICE	SHELL OIL/CIRCLE K STORE	\$69.70
ACE HARDWARE	SUPPLIES - PW	\$7.00
ACE HARDWARE	SUPPLIES - PW	\$17.08
CLARK & BARLOW	SPRING BRACES, SWVL HOOKS	\$222.80
CLARK & BARLOW	BLACK BUSHINGS	\$4.44
WHOLESALE DIRECT INC	2-HEAD CORNER STROBE KIT	\$133.05
MENARDS	8' COLD WEATH FLUOR LT	\$54.59
MIDWEST CONSTRUCTION RENTALS	SAFETY VESTS,RAKE,BOOTS,	\$54.00
RILCO OF PEORIA INC	TAR & ASPHALT REMOVER	\$514.75
ROAD-READY SIGNS	SPECIAL R/RD SIGNS	\$53.00
ROAD-READY SIGNS	STREET NAME & SPECIAL	\$744.00
DIAMOND VOGEL PAINT	YELLOW MARKING PAINT	\$660.55
DIAMOND VOGEL PAINT	WHT,YELLOW MARKING PAINT	\$449.70
KOENIG BODY & EQUIPMENT INC	CURB BUMPER,QUICK COUPLER	\$1,228.50
WISSMILLER & EVANS ROAD EQUIP	QUICK COUPLER SET	\$133.75
KIMCO USA INC	UNLOAD 3500 TONS OF SALT	\$7,875.00
NORTH AMERICAN SALT COMPANY	893.23 TN ROAD SALT	\$34,425.08
NORTH AMERICAN SALT COMPANY	151.46 TN ROAD SALT	\$5,837.27
NORTH AMERICAN SALT COMPANY	ROAD SALT	\$27,109.39
NORTH AMERICAN SALT COMPANY	521.91 TN ROAD SALT	\$20,114.43
NORTH AMERICAN SALT COMPANY	155.32 TN ROAD SALT	\$5,986.04
NORTH AMERICAN SALT COMPANY	52.15 TN ROAD SALT	\$2,009.86
MCLEAN COUNTY ASPHALT	COLDMIX / UPM	\$34.40
MCLEAN COUNTY MATERIALS CO	RECYCLE CONC (256029)	\$112.88
MCLEAN COUNTY MATERIALS CO	CREDIT - DUMP CONCRETE	(\$9.36)
General Fund Public Works Streets Total		\$111,268.32
<u>General Fund Parks & Recreation Recreation/Youth Programs</u>		
WRIGHT PRINTING CO	AMPHITHEATER INVITATIONS	\$18.15
HARBAUGH ENTERPRISES INC	PIZZA - ASEP	\$21.00
MINERVA SPORTSWEAR	TINY TUMBLERS T-SHIRTS	\$47.50
CARDMEMBER SERVICE	SUPPLIES	\$9.33
CARDMEMBER SERVICE	SUPPLIES	\$55.26
CARDMEMBER SERVICE	PHOTO DEVELOPING	\$0.42
CARDMEMBER SERVICE	SUPPLIES	\$33.89
JUDY JACKSON	SM.WONDERS	\$66.00
LTD COMMODITIES LLC	RISING STRS SUPP	\$74.13
LTD COMMODITIES LLC	SM WONDERS SUPP	\$74.12
General Fund Parks & Recreation Recreation/Youth Programs Total		\$399.80
<u>General Fund Parks & Recreation Recreation/Athletic Prog</u>		
NICOR GAS	ACTIVITY CTR.	\$51.72
ACE HARDWARE	SUPPLIES - PARKS/REC	\$2.39
B & B AWARDS AND RECOGNITION	ENGRAVED TEAM LABELS	\$20.25
B & B AWARDS AND RECOGNITION	ENGRAVED PLATE-PUBII SFTB	\$7.50
GUITAR WORLD	STEREO EQUIPMENT	\$230.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MID-ILLINI UMPIRE ASSOCIATION	APPRECIATION PARTY	\$200.00
RON SMITH PRINTING CO INC	VOUCHER ENVELOPES	\$260.00
CARDMEMBER SERVICE	SUPPLY CABINET FOR CAC	\$125.00
General Fund Parks & Recreation Recreation/Athletic Prog Total		\$896.86
<u>General Fund Parks & Recreation Rec.- Before/After School</u>		
FIRST STUDENT INC	PARKSIDE - CIRCLE LANES	\$142.13
FIRST STUDENT INC	PRAIRIELND TO NML THEATRE	\$142.13
CARDMEMBER SERVICE	TIME OUT TRIP MILLER PARK	\$141.00
AVANTI'S ITALIAN RESTAURANT	HAUNTED TRL STAFF DINNERS	\$190.58
AVANTI'S ITALIAN RESTAURANT	P/REC EVENTS- PARKSIDE	\$142.10
DENNY'S DOUGHNUTS & BAKERY	DOUGHNUTS - (PARKS/REC)	\$13.50
DENNY'S DOUGHNUTS & BAKERY	DOUGHNUTS - (PARKS/REC)	\$18.00
HARBAUGH ENTERPRISES INC	PIZZA - ASEP	\$112.00
SCHOOL SHOP	SUPPLIES - P/REC PROGRMS	\$43.48
General Fund Parks & Recreation Rec.- Before/After School Total		\$944.92
<u>General Fund Parks & Recreation Tournament</u>		
CARDMEMBER SERVICE	ASA CONF SUPPLIES	\$35.16
TIM KARMIK	TRAVEL EXP.	\$50.00
PRAIRIELAND GOLF CARS LLC	CART RENTAL	\$240.00
MINERVA SPORTSWEAR	2007 BID BOTTLE (350)	\$1,145.21
General Fund Parks & Recreation Tournament Total		\$1,470.37
<u>General Fund Parks & Recreation Golf Course</u>		
TOWN OF NORMAL-WATER FUND	IRNWD CLBHSE	\$1,183.12
CINTAS CORPORATION #396	RESTRM & RUNNER - IRNWD	\$23.50
CINTAS CORPORATION #396	RESTROOM SRV - IRNWD	\$75.00
CINTAS CORPORATION #396	RESTRM, RUNNER - IRNWD	\$23.50
CINTAS CORPORATION #396	TWLS, TP, CARPET- IRNWD	\$85.15
ACE HARDWARE	SUPPLIES - PARKS/REC	\$9.98
HORNUNG'S GOLF PRODUCTS INC	MAGNUM BASKETS,GANG PIN	\$333.23
SUBSCRIPTION ORDER SERVICES	BEST OF GOLF MAG.	\$27.95
DRUMMOND AMERICAN CORP	DIMENSION	\$40.72
DRUMMOND AMERICAN CORP	DIMENSION	\$9.38
General Fund Parks & Recreation Golf Course Total		\$1,811.53
<u>General Fund Parks & Recreation Golf Course Maintenance</u>		
CARDMEMBER SERVICE	CLOTHING SUPPLIES	\$229.50
TOWN OF NORMAL-WATER FUND	IRONWOOD MAINT	\$263.68
ALEXANDER LUMBER COMPANY	LUMBER,SUPPLIES- P/REC	\$139.93
CARDMEMBER SERVICE	SUPPLIES	\$83.92
EVERGREEN FS INC.	UNLEADED GAS (2184451)	\$1,256.00
General Fund Parks & Recreation Golf Course Maintenance Total		\$1,973.03
<u>General Fund Parks & Recreation Recreation/Teen Programs</u>		
CARDMEMBER SERVICE	TEEN PROGRAMMING	\$1,891.01
MINERVA SPORTSWEAR	JR HIGH B/BALL SHIRTS	\$271.50
MINERVA SPORTSWEAR	VOLLEYBALL YOUTH T-SHIRT	\$19.00
CARDMEMBER SERVICE	TEEN PROGRAMMING	\$295.83
General Fund Parks & Recreation Recreation/Teen Programs Total		\$2,477.34
<u>General Fund Parks & Recreation Theater</u>		
CITY OF BLOOMINGTON	FOOD/BEV TAXES	\$51.00
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX	\$193.00
REGENT BROADCASTING OF BLOOMINGT	THEATER ADS (#69489)	\$500.00
DHL DANZAS AIR & OCEAN	WHEN WORLDS COLLIDE-PRT36	\$98.20
DHL DANZAS AIR & OCEAN	HOUSE ON HAUNTED HILL	\$104.30
DHL DANZAS AIR & OCEAN	THE BLACK CAT	\$104.30
DHL DANZAS AIR & OCEAN	WHEN WORLDS COLLIDE	\$338.40
DHL DANZAS AIR & OCEAN	GOODBYE/STAND,DEL/BLKBRD	\$140.43
DHL DANZAS AIR & OCEAN	VARIOUS CARTOON PACKS	\$116.80
DHL DANZAS AIR & OCEAN	RUN SILENT, RUN DEEP	\$70.50
DHL EXPRESS (USA) INC	FILM SHIPMENTS	\$40.22
TARTAN FILMS USA	BAL - THE PAGE TURNER	\$231.70

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
RIORDAN, DAWN	PRIZES, HARDWARD, FRIEND	\$238.13
CONCESSION SPECIALISTS	POPCORN SUPPLIES-THEATER	\$319.25
PEPSI COLA GENERAL BOTTLERS	SODA,CUPS/LIDS-THEA/63019	\$177.32
General Fund Parks & Recreation Theater Total		\$2,723.55
<u>General Fund Parks & Recreation Aquatics</u>		
JEFF ELLIS & ASSOCIATES INC	ANNUAL CLIENT RETAINER	\$600.00
NICOR GAS	ANDERSON POOL	\$970.71
NICOR GAS	FV CONCESS.	\$25.93
NICOR GAS	FFAC	\$1,544.60
ACE HARDWARE	SUPPLIES - PARKS/REC	\$37.75
General Fund Parks & Recreation Aquatics Total		\$3,178.99
<u>General Fund Parks & Recreation Recreation/Special Events</u>		
LOWER, MICKEY	HAUNTED TRAIL FACE PAINT	\$600.00
ACE HARDWARE	SUPPLIES - PARKS/REC	\$257.71
AVANTT'S ITALIAN RESTAURANT	HAUNTED TRL STAFF DINNERS	\$120.55
HANSON'S CLEANERS	HALLOWEEN COSTUMES- TRAIL	\$38.25
KOLDAIRE EQUIPMENT COMPANY	CUPS - HAUNTED TRAIL	\$69.00
INTERSTATE ALL BATTERY CENTER	H/TRL-SPARK FENCE BATTERY	\$60.95
CARDMEMBER SERVICE	HAUNTED TRAIL SUPPLIES	\$2,233.19
General Fund Parks & Recreation Recreation/Special Events Total		\$3,379.65
<u>General Fund Parks & Recreation Administration</u>		
DARNALL PRINTING	BUS CARDS - DOUG WIGGS	\$42.00
CARDMEMBER SERVICE	GREENBRIAR PARK PLAN	\$35.00
PARKWAY AUTO LAUNDRY	CAR WASHES - PARKS/REC	\$35.00
CARDMEMBER SERVICE	TONER FOR FAX	\$62.99
CARDMEMBER SERVICE	NRPA CONF/IPRA REGISTRATI	\$1,028.72
CARDMEMBER SERVICE	NRPA CONFERENCE	\$391.50
CARDMEMBER SERVICE	NRPA CONFERENCE	\$636.29
CARDMEMBER SERVICE	NRPA CONFERENCE	\$646.44
CARDMEMBER SERVICE	NRPA CONFERENCE	\$618.19
General Fund Parks & Recreation Administration Total		\$3,496.13
<u>General Fund Parks & Recreation Parks Maintenance</u>		
WEST SIDE CLOTHING	JEANS - NATHAN BAIR / PR	\$76.00
RED WING SHOE STORE	BOOTS - LAY,JOHNSON (P/R)	\$222.40
MICHAEL NOURIE	JEANS	\$68.77
VERMEER SALES & SERVICE INC	TREE WORK AHEAD, SAFEZONE	\$646.00
GAME TIME	PLAYGROUND EQUIP.FV PRK	\$718.00
GAME TIME	PLAYGROUND EQUIP.FV PRK	\$140.17
ACE HARDWARE	SUPPLIES - PARKS/REC	\$205.30
ACE HARDWARE	SUPPLIES - PARKS/REC	\$88.73
WATER PRODUCTS CO OF ILLINOIS	PARTS - FV RESTROOM	\$209.02
WATER PRODUCTS CO OF ILLINOIS	1 COMP TEE (FV RESTRM)	\$44.93
CLARK & BARLOW	ROSA PARKS,FOUNTAINS	\$2.85
CLARK & BARLOW	ROSA PARKS,FOUNTAINS	\$43.80
BRADFORD SUPPLY CO	BUSHINGS,ADAPTERS,TUBING	\$249.40
CRESCENT ELECTRIC SUPPLY CO	PLSTC LED EXIT, GE MH LMP	\$54.29
MATHIS KELLY CONSTRUCTION	17 1/2FT OF SCREED	\$9.83
MILLER JANITOR SUPPLY	FRESH SCENT - 16NPR00	\$50.20
CLARK & BARLOW	ROSA PARKS,FOUNTAINS	\$7.72
MIDWEST EQUIPMENT II	THROTTLE CABLE	\$27.77
MARTIN BROTHERS	KUBOTA FUEXY	\$12.54
MARTIN BROTHERS	CUTTER HOUSE, SPINDLE	\$132.60
MARTIN BROTHERS	WHEEL BOLTS, NUTS	\$8.40
MARTIN BROTHERS	DECK STRUTS, BALL JOINTS,	\$452.90
ACE HARDWARE	SUPPLIES - PARKS/REC	\$37.59
ACE HARDWARE	SUPPLIES - PARKS/REC	\$11.28
ACE HARDWARE	SUPPLIES - PARKS/REC	\$15.98
ACE HARDWARE	SUPPLIES - PARKS/REC	\$18.28
ALEXANDER LUMBER COMPANY	LUMBER,SUPPLIES- P/REC	\$11.64

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
ALEXANDER LUMBER COMPANY	LUMBER,SUPPLIES- P/REC	\$46.56
CLARK & BARLOW	ROSA PARKS,FOUNTAINS	\$13.15
FASTENAL COMPANY	HEXLAG SCREWS	\$41.53
ILLINOIS STANDARD PARTS INC	DRILL BITS	\$110.28
ILLINOIS STANDARD PARTS INC	ELE CONN, PAINT, NUTS	\$55.21
ILLINOIS STANDARD PARTS INC	DRILL BITS,TAPE,FUSES	\$57.02
ILLINOIS STANDARD PARTS INC	PAINT, DRILL BIT, HOOKS	\$131.57
MATHIS KELLY CONSTRUCTION	THREADED HANDLE	\$36.54
MATHIS KELLY CONSTRUCTION	STEEL STAKE NAILS	\$53.75
MATHIS KELLY CONSTRUCTION	17 1/2FT OF SCREED	\$254.17
MCLEAN COUNTY CONCRETE	CONCRETE (P/REC)	\$1,490.40
MCLEAN COUNTY MATERIALS CO	CRUSHED GRVL, OVRSZ ROCK	\$141.45
NATIONAL WELDING SUPPLY CO INC	CYLINDERS (#NORMA 0)	\$30.40
RON SMITH PRINTING CO INC	EQUIPMENT REQUEST FORMS	\$60.00
INTELLIGENT PRODUCTS INC	MUTT MITTS	\$263.00
INTELLIGENT PRODUCTS INC	MUTT MITTS	\$31.56
EVERGREEN FS INC.	DIESELEX GOLD	\$831.33
NATIONAL WELDING SUPPLY CO INC	CYLINDERS (#NORMA 0)	\$33.60
ALEXANDER LUMBER COMPANY	LUMBER,SUPPLIES- P/REC	\$4.04
JAMES L. HAAB	TREE REFUND	\$60.00
HOLLY ROCKE	TREE PROGRAM	\$60.00
ROSS SIKYTA	TREE PROGRAM	\$60.00
BETTY JENKINS	TREE REFUND	\$22.49
MAURICE HUFFMAN	TREE REFUND	\$60.00
HOMETOWN TRUE VALUE	GRIP FLAP DISC	\$67.92
General Fund Parks & Recreation Parks Maintenance Total		\$7,582.36
General Fund Parks & Recreation Children's Disc Museum		
TOWN OF NORMAL-WATER FUND	WATER BILL-CDM 9/16-10/17	\$648.92
B/N CONVENTION & VISITORS BUREAU	'08 VISITOR GUIDE AD'S	\$250.00
CARDMEMBER SERVICE	ISTOCK PHOTO	\$65.00
MIDWESTERN FAMILY MAGAZINE LLC	1/3 PAGE AD-NOV/DEC ISSUE	\$550.00
VILLAGE PROFILE	VILLAGEPROFILE INV 019 BL	\$495.00
UNITED STATES POSTAL SERVICE	BULK MAIL - CDM	\$1,000.00
VETERE, MICHAEL	CREATIVE WORKSHOP 10-22-0	\$200.00
SHARI BUCKELLEW	REIMB- IAM CONF	\$335.73
ACE HARDWARE	SUPPLIES - PARKS/REC	\$1.19
ACE HARDWARE	SUPPLIES - PARKS/REC	\$49.95
BARNES & NOBLE INC	EXHIBIT SUPPLIES - CDM	\$31.17
DENNY'S DOUGHNUTS & BAKERY	CAKE - PARTY / CDM	\$11.95
KOLDAIRE EQUIPMENT COMPANY	2000 CUPS - CDM	\$32.00
MCMASTER-CARR SUPPLY CO	3M ADHESIVE TAPE - CDM	\$82.74
SCHNUCKS MARKETS INC	SUPPLIES - CDM/1002251	\$47.59
CARDMEMBER SERVICE	BJHS	\$18.07
CARDMEMBER SERVICE	HP PUMP	\$192.74
CARDMEMBER SERVICE	PAST LIFEWAYS	\$145.52
CARDMEMBER SERVICE	CLASS SUPPLIES	\$15.46
CARDMEMBER SERVICE	CRICKETS	\$5.40
CARDMEMBER SERVICE	COTTON ROLLS- OHRUBBISH	\$4.92
CARDMEMBER SERVICE	ORIENTAL TRADING	\$53.70
CARDMEMBER SERVICE	BOO BASH - ORIENTAL TRADI	\$78.43
CARDMEMBER SERVICE	WWDOP VOLUNTEERS PIZZA	\$98.99
CARDMEMBER SERVICE	JUICE BDAYS/CLASSES	\$41.85
CARDMEMBER SERVICE	MOTOMART- GAS FOR FOSSILS	\$84.45
CARDMEMBER SERVICE	AUDIO REPEATER	\$388.34
CARDMEMBER SERVICE	CRICKETS	\$5.99
CARDMEMBER SERVICE	EARTH DAY CONF	\$18.99
CARDMEMBER SERVICE	BELL FOUNTAINS -WATER TAB	\$290.00
CARDMEMBER SERVICE	WALKIE TALKIES	(\$208.95)
CARDMEMBER SERVICE	WALKIE TALKIES	\$208.95

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CARDMEMBER SERVICE	BOO BASH	\$45.00
CARDMEMBER SERVICE	CRICKETS	\$3.00
CARDMEMBER SERVICE	WALKIE TALKIES	\$204.23
CARDMEMBER SERVICE	WAL-MART	\$21.34
BOSWORTH COMPANY INC	POLY PLASTIC PART	\$98.26
BERNARDI, BONNIE	DISC ART CLASS-JUL,AUG,OC	\$116.00
GUIDECRAFT	MAGNEATOS - CDM	\$37.50
WIDMER INTERIORS	DEPOSIT - LATERAL FILES	\$1,112.75
CARDMEMBER SERVICE	HIGH CHAIRS	\$296.84
CARDMEMBER SERVICE	ROCKET USA	\$217.27
BEST OF BEST	BATTERIES, RESALE ITEMS	\$254.25
BEST OF BEST	BATTERIES, RESALE ITEMS	\$9.88
SCRATCH ART CO	SCRATCH SIGNS,DISPLY,	\$440.00
SCRATCH ART CO	SCRATCH SIGNS,DISPLY,	\$30.24
BOOKSOURCE PEACEABLE KINGDOM PRE	STICKERS, POSTERS,	\$155.36
BOOKSOURCE PEACEABLE KINGDOM PRE	STICKERS, POSTERS,	\$7.77
KLUTZ INC	RESALE ITEMS - SHOP	\$250.95
KLUTZ INC	RESALE MERCHANDISE - CDM	\$430.95
EE BOO CORPORATION	RESALE MERCHANDISE - CDM	\$150.00
EE BOO CORPORATION	RESALE MERCHANDISE - CDM	\$13.66
DOVER PUBLICATION INC	ACTIVITY BOOKS, STICKERS	\$154.69
DOVER PUBLICATION INC	ACTIVITY BOOKS, STICKERS	\$12.46
AURORA WORLD INC	RESALE MERCHANDISE	\$786.00
AURORA WORLD INC	RESALE MERCHANDISE	\$68.15
STEPHEN JOSEPH INC	RESALE MERCHANDISE - CDM	\$182.00
STEPHEN JOSEPH INC	RESALE MERCHANDISE - CDM	\$8.67
GEOCENTRAL	GEMSTONES - CDM	\$334.30
GEOCENTRAL	GEMSTONES - CDM	\$23.15
HOUGHTON MIFFLIN CO	RESALE MERCHANDISE - CDM	\$179.75
MANHATTAN TOY	BABY STELLA TOYS	\$130.00
MANHATTAN TOY	BABY STELLA TOYS	\$14.23
K&M INTERNATIONAL	DINOSAUR PUPPETS	\$80.00
K&M INTERNATIONAL	DINOSAUR PUPPETS	\$5.85
TEDCO INC	SCIENCE MERCHANDISE - CDM	\$241.20
TEDCO INC	SCIENCE MERCHANDISE - CDM	\$15.20
GUIDECRAFT	MAGNEATOS - CDM	\$390.00
GUIDECRAFT	MAGNEATOS - CDM	\$47.66
General Fund Parks & Recreation Children's Disc Museum Total		\$11,812.65
<u>General Fund Concessions Golf Course</u>		
PEPSI COLA GENERAL BOTTLERS	SODA,CUPS-IRNWD/84871	\$141.12
AVANTI'S ITALIAN RESTAURANT	SANDWICHES - RESALE	\$552.95
PEPSI COLA GENERAL BOTTLERS	SODA,CUPS-IRNWD/84871	\$181.43
PEPSI COLA GENERAL BOTTLERS	CREDIT - IRNWD / 84871	(\$119.26)
General Fund Concessions Golf Course Total		\$756.24
General Fund		\$425,220.45
<u>Motor Fuel Tax Fund Public Works Motor Fuel Tax</u>		
PARK STOUTAMOYER & ASSO INC	APPRAISAL-ZIEBARTH/PIPELN	\$1,000.00
PARK STOUTAMOYER & ASSO INC	APPRAISAL-ZIEBARTH/PIPELN	\$1,000.00
Motor Fuel Tax Fund Public Works Motor Fuel Tax Total		\$2,000.00
Motor Fuel Tax Fund		\$2,000.00
<u>Community Development Fd Community Development Administration</u>		
WESTERDAHL, STEVEN	MILEAGE, SEPT/OCT	\$89.12
OCCUPATIONAL DEVELOPMENT CENTER	JANITORIAL SRV- OCT07	\$1,250.00
FARNSWORTH GROUP	FELL PARK WATER TOWER	\$1,017.75
WABASH VALLEY	6' BENCH - SLAT (2)	\$1,350.00
WABASH VALLEY	6' BENCH - SLAT (2)	\$169.53
Community Development Fd Community Development Administration Total		\$3,876.40
Community Development Fd		\$3,876.40

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>Debt Service & Proj. Res.</u>		
MAYES MODULAR BANKS INC	COMMERCE BANK PORTION	\$1,900.00
Debt Service & Proj. Res. Total		\$1,900.00
Debt Service & Proj. Res.		\$1,900.00
<u>B-N Vehicle Use Tax Fund Finance B-N Vehicle Use Tax</u>		
CITY OF BLOOMINGTON	OCT- USE TAX	\$52,755.04
B-N Vehicle Use Tax Fund Finance B-N Vehicle Use Tax Total		\$52,755.04
B-N Vehicle Use Tax Fund		\$52,755.04
<u>Capital Investment Fund Other-Capital Investment Capital Investment</u>		
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR - #1	\$1,442.60
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR - #2	\$2,737.31
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR #3	\$3,002.17
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR #4	\$4,274.75
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR #5	\$2,437.02
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR #6	\$3,427.56
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR #7	\$3,863.64
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR #8	\$5,770.27
MCLEAN CO HIGHWAY DEPARTMENT	EASTSIDE CORRIDOR STDY #9	\$2,617.91
LEWIS YOCKEY & BROWN INC	SHEPARD RD/PROJ 403224	\$680.18
ROWE CONSTRUCTION	SHEPARD ROAD	\$259,381.62
TESTING SERVICE CORP	SHEPARD ROAD	\$1,994.00
FARNSWORTH GROUP	IRVING STREET- TO 9/21	\$4,426.25
FARNSWORTH GROUP	IRVING STREET TO 10/19	\$1,206.25
STARK EXCAVATING	HOVEY RECONSTRUCTION	\$98,602.52
FASTENAL COMPANY	BAB 3/4 X 18 G PARTS	\$481.75
FASTENAL COMPANY	BAB 3/4 X 18 G PARTS	\$35.27
DARNALL CONCRETE	1/2" RE-ROD	\$180.00
DARNALL CONCRETE	1/2" RE-ROD (60)	\$27.00
ACE HARDWARE	SUPLIES - PARKS/REC	\$21.99
BRADFORD SUPPLY CO	PARTS RETURNED	(\$203.25)
CASEY'S GARDEN SHOP INC	FERTILIZER - OUTDR THEATR	\$36.98
CASEY'S GARDEN SHOP INC	MUMS, KALE-OUTDR THEATER	\$214.65
PRAIRIE SIGNS INC	OPEN HOUSE,SHUTTLE SRV	\$228.00
ONSRUD, CRAIG	FOOD/INTERVIEWS	\$25.69
WATER PRODUCTS CO OF ILLINOIS	COPPER,PARTS - FV RESTRM	\$1,695.73
WATER PRODUCTS CO OF ILLINOIS	UNIONS,BRASS TEE,BUSHINGS	\$134.11
CLEARY GROUP LLC	FV PARK RESTROOM PROJECT	\$11,200.00
ALEXANDER LUMBER COMPANY	LUMBER,SUPLIES- P/REC	\$10.19
DARNALL CONCRETE	GAL RIGHT WELD	\$20.95
MCLEAN COUNTY CONCRETE	CONCRETE (P/REC)	\$1,703.20
MCLEAN COUNTY CONCRETE	CONCRETE (TKT-386936)	\$662.40
MCLEAN COUNTY MATERIALS CO	CRUSH GRAVEL (IRNWD)	\$931.74
COMMERCIAL IRRIGATION & TURF INC	IRONWOOD -PROJECT 028809	\$267,300.00
EC DESIGN GROUP LTD	CONSTRUCTION OBSERVATION	\$1,800.00
EC DESIGN GROUP LTD	CONSTRUCTION OBSERVATION	\$1,800.00
Capital Investment Fund Other-Capital Investment Capital Investment Total		\$684,170.45
Capital Investment Fund		\$684,170.45
<u>Multi-Modal Center Other-Capital Investment Multi-Modal Center</u>		
CHG AND ASSOCIATES	SEPT SECURING FED FUNDS	\$3,850.00
Multi-Modal Center Other-Capital Investment Multi-Modal Center Total		\$3,850.00
Multi-Modal Center		\$3,850.00
<u>Uptown Program/Planning Other-Capital Investment Consultants/Studies/Misc</u>		
FARNSWORTH GROUP	UPTOWN BLOCK B-FINAL PLAT	\$2,475.87
FARNSWORTH GROUP	UPTWN TRAFFIC CIRCLE	\$1,055.82
MCKEE ENVIRONMENTAL INC	210 BRDWAY- ASBESTOS INSP	\$365.00
HIGHWAY TECHNOLOGIES	18 BCADE PANELS	\$186.50
Program/Planning Other-Capital Investment Consultants/Studies/Misc Total		\$4,083.19

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
	Uptown Program/Planning	\$4,083.19
College Ave Parking Deck Other-Capital Investment Colleg Ave Parking Deck		
CORE CONSTRUCTION	G-BLOCK PARKING DECK	\$1,696,130.00
CORE CONSTRUCTION	G-BLOCK PARKING DECK	\$52,500.00
College Ave Parking Deck Other-Capital Investment Colleg Ave Parking Deck Total		\$1,748,630.00
College Ave Parking Deck		\$1,748,630.00
Hotel Conference/Parking Other-Capital Investment Hotel Site		
OWNER SERVICES GROUP INC	REDEVELOPMENT SRV- OCT/07	\$5,867.33
Hotel Conference/Parking Other-Capital Investment Hotel Site Total		\$5,867.33
Hotel Conference/Parking		\$5,867.33
Office/Retail B Other-Capital Investment Office/Retail B		
MAYES MODULAR BANKS INC	TOWN PORTION	\$1,900.00
Office/Retail B Other-Capital Investment Office/Retail B Total		\$1,900.00
Office/Retail B		\$1,900.00
2003 Bond Fund # 440		
U.S. BANK - IN	OCT 07 2003 BOND INT PMT	\$30,249.31
2003 Bond Fund # 440 Total		\$30,249.31
2003 Bond Fund # 440		\$30,249.31
Water Fund		
WATER PRODUCTS CO OF ILLINOIS	6MJ RW GATE VALVES	\$660.00
WATER PRODUCTS CO OF ILLINOIS	CREDIT - 10X6 TAP SLV	(\$855.00)
WATER PRODUCTS CO OF ILLINOIS	TAPPING VALVES,TAP SLV	\$1,502.00
WATER PRODUCTS CO OF ILLINOIS	MEDALLION, GATE VALVE,	\$1,848.00
WATER PRODUCTS CO OF ILLINOIS	TAPPING VALVE, TAP SLV	\$1,235.00
WATER PRODUCTS CO OF ILLINOIS	10X8 SS BAND REPAIR CLMPS	\$230.00
WATER PRODUCTS CO OF ILLINOIS	ARCH CURBS, SS TAP SLEEVE	\$2,531.00
WATER PRODUCTS CO OF ILLINOIS	3/4" STRGT METER CONN'S	\$301.00
WATER RESOURCES INC	HEXAGRAM DUAL PORT MTU	\$5,100.00
WATER RESOURCES INC	HEXAGRAM MTU DUAL PORT	\$5,100.00
NORTHERN WATER WORKS SUPPLY INC	T10 METERS	\$5,893.54
STEAK AND SHAKE #0162	1510 E VERNON REFUND	\$54.62
Water Fund Total		\$23,600.16
Water Fund Water Administration		
ARAMARK	HOODED SWEATS,WMNS POLO	\$154.02
DIGITAL COPY SYSTEMS LLC	SERVICE 11/19-12/18/07	\$43.20
DIGITAL COPY SYSTEMS LLC	144 COPIES @ .09 EACH	\$12.96
HEADSETS.COM	WIRELESS HEADSET SYSTEM	\$287.90
HEADSETS.COM	AUTOMATED HANDSET LIFTER	\$75.95
MCLEOD/USA	WATER ADMIN	\$6.99
BLOOMINGTON OFFSET PROCESS	27,000 WTR STMT FORMS	\$980.00
UNITED STATES POSTAL SERVICE	POSTAGE FOR MAILING UTILI	\$4,000.00
OFFICE DEPOT	STAMP	\$54.49
Water Fund Water Administration Total		\$5,615.51
Water Fund Water Distribution		
WEST SIDE CLOTHING	JEANS, LS SHIRTS- K WILLS	\$190.00
RED WING SHOE STORE	BOOTS- S WOHLFORD / WTR	\$120.00
METAMORA TELEPHONE CO	PAGING SERVICES	\$53.59
MCLEAN COUNTY ASPHALT	BITUMINOUS SURFACE	\$112.89
MCLEAN COUNTY CONCRETE	CONCRETE	\$269.10
VALLEY VIEW INDUSTRIES INC	1" STONE	\$676.51
DUNMIRE EQUIPMENT CO	DOOR LATCH,STRUT,FUEL CAP	\$282.64
HARMON AUTOGLASS	AUTO GLASS	\$125.00
ILLINOIS METER INC	AIR TOOL REPAIR	\$455.89
MCLEOD/USA	WATER DISTRIBUTION	\$0.23
NATIONAL WELDING SUPPLY CO INC	CYLINDERS (NORMA2)	\$28.00
ACE HARDWARE	SUPPLIES - WATER DEPT	\$283.81
WATER PRODUCTS CO OF ILLINOIS	1X6 CURB BX REPAIR EXTNSN	\$37.50

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
WATER PRODUCTS CO OF ILLINOIS	METERSETTER, METER PIT,	\$31.56
WATER PRODUCTS CO OF ILLINOIS	METERSETTER, METER PIT,	\$381.49
WATER PRODUCTS CO OF ILLINOIS	36" COVER RING	\$303.00
WATER PRODUCTS CO OF ILLINOIS	21" STAKE 4X5 BLU FLAG W/	\$540.00
WATER PRODUCTS CO OF ILLINOIS	6 BELL JNT REPAIR CLAMPS	\$127.62
WATER PRODUCTS CO OF ILLINOIS	20" VALVE BOX EXT (4)	\$117.60
WATER PRODUCTS CO OF ILLINOIS	6 SWIVEL 90 BEND,GASKETS,	\$30.24
WATER PRODUCTS CO OF ILLINOIS	6 SWIVEL 90 BEND,GASKETS,	\$250.00
WATER PRODUCTS CO OF ILLINOIS	6 SWIVEL 90 BEND,GASKETS,	\$16.50
WATER PRODUCTS CO OF ILLINOIS	10" CNTRL BOX (2)	\$37.90
WATER PRODUCTS CO OF ILLINOIS	METER GASKETS	\$40.00
WATER PRODUCTS CO OF ILLINOIS	10" CONTROL BOX	\$18.95
FASTENAL COMPANY	ALLIGATOR PARTS, QPACK,	\$291.16
CRESCENT ELECTRIC SUPPLY CO	15PK GE LAMPS	\$55.80
DRUMMOND AMERICAN CORP	GLASS CLEANER, GLUE	\$78.84
DRUMMOND AMERICAN CORP	GLASS CLEANER, GLUE	\$119.34
DRUMMOND AMERICAN CORP	GLASS CLEANER, GLUE	\$8.97
LAWSON PRODUCTS INC	36 GALLONS PAINT	\$178.20
LAWSON PRODUCTS INC	36 GALLONS PAINT	\$16.50
SPRINGFIELD ELECTRIC CO	ELECTRICAL SUPPLIES	\$29.55
WATER RESOURCES INC	FREIGHT CHARGES	\$16.44
WATER RESOURCES INC	HEX PSION REPAIR RMA	\$251.49
WATER RESOURCES INC	HEX PSION REPAIR RMA	\$7.23
WATER RESOURCES INC	FREIGHT CHGS	\$15.88
ROANOKE CONCRETE PRODUCTS CO	CONCRETE	\$17.00
NORTHERN WATER WORKS SUPPLY INC	RUBBER METER GASKETS	\$4.44

Water Fund Water Distribution Total \$5,620.86

Water Fund Water Treatment

WEST SIDE CLOTHING	JEANS - RICE /WTR	\$72.00
WEST SIDE CLOTHING	JEANS - KEN WILL / WTR	\$190.00
WEST SIDE CLOTHING	JEANS, L/S SHIRTS- WTR	\$116.00
WEST SIDE CLOTHING	BIBS,JACKET,SW/SHIRT-WTR	\$267.00
PDC LABORATORIES INC	DRINKING WATER TESTED	\$75.00
NICOR GAS	1012 S ADELAIDE - OCTOBER	\$33.64
NICOR GAS	107 E MULBERRY ST - OCT 0	\$107.33
ROGERS SUPPLY COMPANY	8" DUCT-636 CFM	\$239.56
BILCO COMPANY	LIFTING MECHANISMS,LOCK	\$268.34
BATTERIES PLUS	BATTERIES	\$91.98
JOHNSTONE SUPPLY	FOAM INSULATION TAPE,TIES	\$40.07
OFFICE DEPOT	USB 4GB DRIVE, MINI HUB	\$59.98
F.W. WEBB COMPANY	CREDIT- TUBING	(\$148.05)
F.W. WEBB COMPANY	REPAIR KIT, PARTS PKG	\$374.67
MCLEOD/USA	WATER TREATMENT	\$6.15
MIDWEST CONSTRUCTION RENTALS	RAINCOATS	\$21.00
NATIONAL WELDING SUPPLY CO INC	WELDING SUPPLIES - NORMA2	\$29.89
NATIONAL WELDING SUPPLY CO INC	CYLINDERS (NORMA2)	\$28.00
DOMESTIC UNIFORM & LINEN	TWLS/SUPPLIES (4474-1)	\$24.30
DOMESTIC UNIFORM & LINEN	TWLS/SUPPLIES (#4474-1)	\$24.30
ACE HARDWARE	SUPPLIES - WATER DEPT	\$70.86
ALEXANDER LUMBER COMPANY	2X12 TREATED (TN004)	\$29.76
ALEXANDER LUMBER COMPANY	2X4, DUCT TAPE	\$24.42
CLARK & BARLOW	BLK CPLNG,MAGLITE,TAPE &	\$106.66
CLARK & BARLOW	CPLR PIN, DRILL BIT,	\$28.96
BRADFORD SUPPLY CO	PVC PIPE	\$12.32
CRESCENT ELECTRIC SUPPLY CO	LOCKING CABLE TIES	\$25.84
MCMaster-CARR SUPPLY CO	PVC APRON,LATX GLV,RAINGR	\$115.65
MCMaster-CARR SUPPLY CO	TOP CRANK JACK,TRLR CHAIN	\$79.30
MCMaster-CARR SUPPLY CO	CREDIT - TRAILER CHAIN	(\$13.12)
MENARDS	SEWER WYE, PVC BUSHING,	\$15.34

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MENARDS	3/8 SOCKETS & QD PLUGS	\$14.96
MILLER JANITOR SUPPLY	FLOOR SQUEEGEE,HNDL-16NPW	\$48.66
PDC LABORATORIES INC	DRINKING WATER TESTED	\$105.00
WILKENS-ANDERSON COMPANY	GELMAN #66068 47MM	\$740.64
BATTERIES PLUS	BATTERY	\$139.00
OFFICE DEPOT	SEALING TAPE	\$3.24
TRUEBLOOD LUBRICANTS,LLC	MACHINE OIL	\$589.60
MISSISSIPPI LIME COMPANY	26.88 TN LIME	\$3,121.31
MISSISSIPPI LIME COMPANY	27.59 TN LIME	\$3,203.75
MISSISSIPPI LIME COMPANY	26.78 TONS - LIME	\$3,109.69
PRISTINE WATER SOLUTIONS	LIQUID AQUADENE	\$1,729.20
AIR LIQUIDE AMERICA CORP	CARBON DIOXIDE BULK	\$439.80
AIR LIQUIDE AMERICA CORP	CARBON DIOXIDE BULK	\$1,654.75
HAWKINS INC	HYDROFLUOSILICIC ACID	\$2,895.87
HAWKINS INC	HYDROFLUOSILICIC ACID	\$30.50
Water Fund Water Treatment Total		\$20,243.12
Water Fund		\$55,079.65
<u>Sewer Fund Sewer Administration</u>		
WEST SIDE CLOTHING	CLOTHING, COAT - PW	\$507.00
WEST SIDE CLOTHING	BIBS - PW	\$85.00
WEST SIDE CLOTHING	CLOTHING- EDWARDS / PW	\$318.00
WEST SIDE CLOTHING	CARHARDT - PW	\$130.00
NORTHERN SAFETY CO INC	HVYWGT GREEN VINYL GLV	\$61.63
RED WING SHOE STORE	BOOTS - ED WILLIAMSON/PW	\$120.00
RED WING SHOE STORE	BOOTS - GREG CAVE / PW	\$115.20
REWESEWER & DRAIN SERVICE	CAMERA, LOCATE EQUIPMENT	\$225.00
FASTENAL COMPANY	HOSE BARB STEEL COUPLERS	\$19.80
MENARDS	TAPE, HOSE BARBS, COUPLERS	\$26.30
MENARDS	25' RED CORD	\$7.49
MENARDS	OUTDR MAIN LUGS, ADAPTERS	\$46.19
LEXINGTON FORD LLC	TRUCK TEST (U25)	\$19.50
MCLEOD/USA	SEWER	\$1.63
WATER PRODUCTS CO OF ILLINOIS	LS-300-6 (AIRPORT LIFT)	\$28.00
BRADFORD SUPPLY CO	AIRPORT ROAD LIFT	\$306.87
DARNALL CONCRETE	8X8X16 CONCRETE	\$32.30
DARNALL CONCRETE	6" RISERS	\$220.00
DARNALL CONCRETE	8" & 24" RISER	\$317.00
DARNALL CONCRETE	14" RISERS, MASON SAND	\$322.00
DARNALL CONCRETE	2" RISER RING	\$42.00
DARNALL CONCRETE	1" & 4" RISER RINGS	\$88.00
DARNALL CONCRETE	6" RISER RING	\$46.00
MCLEAN COUNTY CONCRETE	DUMP CONCRETE - CREDIT	(\$1.79)
MCLEAN COUNTY CONCRETE	FLOWABLE MIX (386559,575)	\$375.00
MCLEAN COUNTY CONCRETE	CONCRETE	\$251.85
MENARDS	PINE CLEANER, LIGHT BULBS	\$12.90
MENARDS	16"RD EXPOSED AGGREGATE	\$8.98
MENARDS	3 GAL LEADER SPRAYER	\$24.99
MENARDS	4.75GL PLASTIC ROOF CMT	\$21.97
CITY OF BLOOMINGTON	SHARED SEWER CHARGES	\$222.12
Sewer Fund Sewer Administration Total		\$4,000.93
<u>Sewer Fund Sewer Capital Investment</u>		
HOERR CONSTRUCTION INC	FIRESTONE SEWER PHASE III	\$118,715.36
FARNSWORTH GROUP	UPTOWN CONSTRUCTION-GEN	\$2,385.06
FARNSWORTH GROUP	UPTWN UTILITY REPLACEMENT	\$4,290.75
Sewer Fund Sewer Capital Investment Total		\$125,391.17
Sewer Fund		\$129,392.10
<u>Health & Dental Ins Fund Administration - City Mgr Health Insurance</u>		
HCC LIFE INSURANCE COMPANY	STOP LOSS PREMIUMS	\$14,743.38

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
Health & Dental Ins Fund Administration - City Mgr Health Insurance Total		\$14,743.38
Health & Dental Ins Fund		\$14,743.38
Police Pension Fund Police Police Pension		
State Employees Retirement Sys	KAREN GORDON PENSION TRAN	\$15,197.08
Police Pension Fund Police Police Pension Total		\$15,197.08
Police Pension Fund		\$15,197.08
Gen Veh Replacement Fund Information Technology Administration		
CDW GOVERNMENT INC	MSSLD W2003 SRV CAL DEVIC	\$5,016.00
Gen Veh Replacement Fund Information Technology Administration Total		\$5,016.00
Gen Veh Replacement Fund Public Works Streets		
DENNISON CORPORATION	'08 FORD E250 SLVR VAN	\$16,516.00
SECTY OF STATE-MOTOR VEH DIV	TITLE/PLATES (PW / S6)	\$75.00
Gen Veh Replacement Fund Public Works Streets Total		\$16,591.00
Gen Veh Replacement Fund		\$21,607.00
Grand Total		\$3,200,521.38

TOWN COUNCIL ACTION REPORT

November 15, 2007

Motion to Waive Formal Bidding Process and Approve a Resolution To Authorize Execution of an Agreement with Resource Management Associates to Perform Testing Services Pertaining to the Fire Captain Promotional Selection Process

PREPARED BY: Jose' A. Garibay, Director of Human Resources

REVIEWED BY: Geoff Fruin, Assistant to the City Manager
Jim Watson, Fire Chief

BUDGET IMPACT: Funds, in the amount of \$12,000, are available in budget line item 001-4510-413-20-10. The estimated cost of the service is \$10,315 plus travel expenses. The final cost may fluctuate as a portion of the fees charged are attributable to the number of applicants that are tested.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Draft Agreement

BACKGROUND

Article 18 of the Labor Agreement between the International Association of Fire Fighters Local #2442 and the Town of Normal governs the promotional selection process for the ranks of Fire Lieutenant and Fire Captain. The current Fire Captain promotional list expires on March 16, 2008.

By agreement, the promotional selection process consists of a written examination, an assessment center, and a Department Merit Review that consists of several sub-components. The first two selection tools, the written examination and assessment center, must be professionally developed by a professional testing consultant. By mutual agreement the Town and Local #2442 have agreed to have Resource Management Associates (RMA) develop these professional examinations.

Staff has had considerable experience with the use of professionally developed written examinations and assessment centers as major components of the promotional selection processes with our Fire Lieutenant, Fire Captain and Police Sergeant promotional selection processes. The experiences we have had with these types of selection tools and with our experience with RMA, the proposed vendor, have been positive. RMA specializes in, and has been conducting, police and fire entry-level and promotional testing for many years within the State of Illinois and across the country. The references we conducted on RMA prior to our initial agreement with them were nothing but positive. In November 2005, the Council approved the execution of an agreement with RMA to conduct our first Fire Lieutenant promotional selection process under that labor agreement. Staff has been pleased with the quality

TOWN COUNCIL ACTION REPORT

services provided to the Town by RMA. It is equally important to note the positive acceptance of RMA by Town employees.

DISCUSSION/ANALYSIS

With the current Fire Captain promotional list set to expire on March 16, 2008, staff has been in contact with RMA. They continue to be available and ready to work with the Town on the Fire Captain promotional selection process. Their role will be to develop a job-related written examination, develop and implement a job-related assessment center, score each examination and notify Town staff of the scores of candidates. The scope of service is detailed in the attached agreement.

Since RMA has previously provided the Town with quality promotional Police Sergeant, Fire Lieutenant and Fire Captain selection tools, staff is very confident that RMA will meet the Town's performance expectations on this project. Therefore, staff recommends that the usual bidding process be waived and that you approve the attached resolution to authorize an agreement with Resource Management Associates to perform testing services for our Fire Captain promotional selection process.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
RESOURCE MANAGEMENT ASSOCIATES

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 Collective Bargaining Agreement with IAFF No. 2442 which Agreement in part governs the promotional selection process for the ranks of Fire Lieutenant and Fire Captain; and

WHEREAS, the parties have agreed to have Resource Management Associates develop professional examinations for the promotional process for Fire Lieutenant and Fire Captain; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to authorize execution of an Agreement with Resource Management Associates to perform testing services pertaining to the Fire Captain Promotional Selection Process.

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 an Agreement with Resource Management Associates to perform testing services pertaining to the Fire Captain Promotional Selection Process.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to attest the signature of the President on said Agreement and retain a fully executed original of said Agreement 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)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE TOWN OF NORMAL AND
RESOURCE MANAGEMENT ASSOCIATES, INC.**

This agreement made and entered into this ____ day of _____, 2007, by and between the Town of Normal, Illinois, hereinafter designated as "the Town," and **Resource Management Associates, Inc.**, of Tinley Park, Illinois, hereinafter designated as "the Consultant," HEREBY AGREE TO THE FOLLOWING:

I. Duties of the Consultant

1. The consultant hereby agrees to work cooperatively with the Town's authorized representative and Fire Department personnel to design and administer a promotional examination for the position of Fire Captain. This will include a written examination and an assessment center for this position, to include the following tasks:

(1) The Consultant will consult with the Town of Normal Fire Department representatives to create a reading list for the examination. The reading list will be posted no less than 60 calendar days before the anticipated date of the examination so that candidates may have sufficient time to obtain and study the source materials.

(2) The Consultant will assemble a written examination for this position of Fire Captain that will consist of 150 multiple-choice items taken from material contained in the source materials listed in the reading list.

(3) The Consultant will administer the written examination at a time and date to be mutually agreed upon between the Town and the Consultant.

(4) The Consultant will provide candidates with an opportunity to review their test scores and challenge any questions on the test that they may feel are vague or ambiguous or which are improperly worded or for which there may be more than one acceptable answer.

(5) The Consultant will review all challenges, make a determination as to their validity, and report the results back to the Town's authorized representative within five working days of their receipt. Should a challenge be accepted, the Consultant will re-score all tests and provide the Town's authorized representative with a list of revised test scores along with a written response to each of the appeals that were filed.

(6) The Consultant will schedule a meeting with the Town's authorized representative(s) to review the duties and responsibilities of the position of Fire Captain as well as the organization, staffing and operations of the Normal Fire Department. In addition, the Consultant will prepare and deliver to the Town's authorized representatives Job Analysis Questionnaires to be completed by a representative sample of position incumbents and their immediate supervisor(s) for the purpose of identifying the essential skills and abilities needed to perform successfully in this position, including administrative and supervisory skills, and fire suppression and rescue tactics. The Consultant will review with the Town's authorized representatives the various options that may be included in the assessment center.

(7) The Consultant will prepare draft copies of all exercise materials and submit them to the Town's authorized representative for review by a Subject Matter Expert to ensure that the materials are relevant and appropriate for this position. Based on this review, the Consultant will make any modifications or revisions deemed necessary.

(8) Subject to the Town's concurrence, the Consultant will be responsible for selecting one or more panels of three qualified persons to serve as assessors. These shall be persons

who have substantial experience in fire department management and supervision and who have no knowledge of any of the candidates and who have no direct connection with the Normal Fire Department. The panel shall include ethnic and gender diversity if at all possible.

(9) The Consultant will provide the assessors with an Assessor Manual that will contain detailed information regarding the position as well as copies of all exercise materials and candidate scoring procedures.

(10) The Consultant will conduct an orientation and training session for the assessors to provide them with more in-depth information about the procedures to be employed in evaluating and scoring the candidates. Assessors will also be provided with background information concerning the organization, staffing and operations of the Normal Fire Department.

(11) The Consultant will conduct an orientation session for the candidates to acquaint them with the nature of the process, the exercises in which they will participate, and the manner in which their performance will be evaluated.

(12) The Consultant will be responsible for administering the assessment center and providing candidates and assessors the necessary briefing materials, assessor instructions and rating forms as needed.

(13) Subject to the Town's approval, all parts of the assessment center will be videotaped to provide documentation of the process and to ensure consistency and fairness to all candidates. Assessor commentaries on individual candidates will also be videotaped for the purpose of conducting individual candidate debriefings.

(14) Following completion of the assessment center, the Consultant will meet individually with all candidates to review their scores with them and any comments made by the assessors regarding their individual performance and suggestions for future improvement.

(15) Within one week following the assessment center, the Consultant will provide the Town's authorized representatives with a final report on the assessment center and a list of official assessment center scores obtained by the candidates. Scores will be based on a maximum of 100 percent.

(16) The Consultant agrees to complete the tasks outlined herein in a timely and satisfactory manner with due regard to all applicable standards, guidelines and regulations, including the labor agreement between the Town and IAFF Local 2442 and the Illinois Firefighters' Promotion Act.

II. Duties of the Town

In consideration of the agreements on the part of the Consultant, the Town agrees to:

1. Provide full cooperation by Town staff and Fire Department employees as may be necessary to complete the assigned tasks.
2. Provide the necessary facilities in which to conduct the written examination and the assessment center as well as the necessary videotape equipment and blank videotapes needed for the documentation of the assessment center process.
3. Pay the Consultant, if the Consultant satisfactorily fulfills the terms and conditions of the contract within 30 days after submission of monthly invoices, amounts due for the services rendered in the following amounts:

1. Job Analysis	\$ 1,500.00
2. <u>Written Examination</u>	
Base Fee	\$ 500.00
Test Booklets – up to 6 @ \$15 each	\$ 90.00
Local questions 15 @ \$15 each	\$ 225.00
Test Administration	\$ 500.00
Review and appeal session	
Base fee	\$ 250.00
Scoring – on-site	N/C
	\$1,565.00
3. <u>Assessment Center</u>	
Exercise Design	\$ 1,500.00
Administration ¹	
Up to six candidates	\$ 3,500.00
Assessor Fees	\$ 2,250.00
	\$ 7,250.00
TOTAL	\$10,315.00

¹Includes candidate orientation and debriefing and assessor orientation and training.

The fees quoted above do not include staff or assessor travel costs, lodging and meals, which will be billed to the Town's authorized representative at actual cost. These costs also assume that the Town will provide the necessary facilities in which to conduct the written examination and assessment center as well as the necessary videotape equipment and blank videotapes.

III. General

1. Integration Clause. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and/or written, between the parties with respect to the subject matter of this Agreement.
2. Governing Law. This Agreement, and all transactions it contemplates, are governed, construed and enforced in accordance with the Illinois law.
3. Termination. The Town may terminate this agreement at the sole discretion of the Town with a thirty (30) day notice, and such termination shall be effective upon the date provided in any notice of termination. The Town shall pay Consultant for any services rendered prior to termination, but shall have no responsibility for incidental or consequential damages caused by such termination.

Formatted: Bullets and Numbering

4. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability or any other provision or provisions of this agreement.
5. The Consultant agrees to indemnify and hold the Town of Normal and its officers, agents and employees harmless from any and all claims arising in whole or in part out of performance of this agreement by the Consultant, including but not limited to all costs of litigation and attorney fees. The Consultant shall have no obligation to indemnify the Town of Normal, its officers, agents and employees from any claims arising solely from the willful and wanton misconduct of the Town, its officers, agents or employees.
6. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest. The Consultant shall not assign this agreement or delegate the responsibilities under this agreement without the express written consent of the Town.
7. The Consultant agrees to certify and abide by the Contractor Certification, Appendix A, attached.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written above.

**RESOURCE MANAGEMENT
ASSOCIATES, INC.**

By:

Title:

Witness:

Date:

TOWN OF NORMAL, ILLINOIS

By:

Title:

Witness:

Date:

APPENDIX A

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.

Date:

Resource Management Associates, Inc.

TOWN COUNCIL ACTION REPORT

November 15, 2007

Resolution Conditionally Authorizing Consent to Phase I Assignment of the Redevelopment Agreement with One Main Development L.L.C. to Uptown One L.L.C.

PREPARED BY: Wayne A. Aldrich, Uptown Development Director

REVIEWED BY: Mark R. Peterson, City Manager
Steven D. Mahrt, Corporation Counsel

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Phase I Assignment of Redevelopment Agreement, Unconditional Absolute Guarantee of Performance

BACKGROUND

On February 19, 2007, the Town Council authorized a redevelopment agreement with One Main Development, LLC for the redevelopment of blocks B, E and F as identified in the Uptown plan. Phase I of the project located on Block B (Uptown One) is currently under construction. To limit its risk in the project, One Main would like to assign all its obligations that relate to the Phase I development (Uptown One) to a Limited Liability Corporation (LLC) which it has created and named Uptown One LLC. This LLC will assume all the obligations of One Main Development LLC as they relate to the Phase I part of the project. This resolution will consent to this reassignment contingent on One Main LLC executing the attached Unconditional Absolute Guarantee of Performance.

DISCUSSION

As this reassignment obligates Uptown One LLC to be responsible for all duties and obligations of the original agreement with One Main Development as they pertain to Phase I, Town staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION CONDITIONALLY AUTHORIZING CONSENT TO PHASE 1
ASSIGNMENT OF REDEVELOPMENT AGREEMENT – ONE MAIN
DEVELOPMENT, LLC

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, One Main Development, LLC previously entered into a Redevelopment Agreement with the Town of Normal, Illinois, dated February 1, 2007 (the “Redevelopment Agreement”); and

WHEREAS, One Main Development, LLC desires to assign its interests and obligations in the Redevelopment Agreement that relate to Phase 1 as described in the Redevelopment Agreement to Uptown One, LLC and Uptown One, LLC is willing to accept such assignment upon the terms and conditions as set forth in the Redevelopment Agreement; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to consent to the assignment of the rights and obligations of One Main, LLC as they pertain to Phase 1 set forth in the Redevelopment Agreement to Uptown One, LLC, on the condition One Main Development, LLC executes an Unconditional Absolute Guaranty of Performance.

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

SECTION ONE: That the Town of Normal hereby consents to the assignment of the, Redevelopment Agreement as it pertains to Phase 1 as described in the Redevelopment Agreement from One Main, LLC to Uptown One, LLC pursuant to the terms and conditions set forth in the Phase 1 Assignment of Redevelopment Agreement which is attached hereto as Exhibit A and incorporated herein by reference and the President of the Board of Trustees is hereby authorized to note the Town’s consent on the Assignment The Town’s Consent is conditioned on One Main, LLC executing the Unconditional Absolute Guaranty of Performance by One Main Development, LLC which is attached as Exhibit B and incorporated herein by reference.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to retain an original Assignment of Contract 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)

PHASE 1 ASSIGNMENT OF REDEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 17th day of November, 2007, by and between One Main Development, LLC, an Illinois limited liability company (the “Assignor”) and Uptown One, LLC, an Illinois limited liability company (the “Assignee”).

WITNESSETH:

WHEREAS, Assignor previously entered into a Redevelopment Agreement with the Town of Normal, Illinois, a municipal corporation, dated February 1, 2007 (the “Agreement”); and

WHEREAS, Assignor desires to assign its interests and obligations in the Agreement that relate to Phase 1 as described in the Agreement (“Phase 1”) to Assignee and Assignee is willing to accept such assignment upon the terms and conditions as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

ASSIGNMENT. For Ten (\$10.00) Dollars and other valuable consideration, Assignor hereby assigns, transfers, and sets over, all of its right, title, and interest in and to the Agreement as it relates to Phase 1 to Assignee. By this assignment, the undersigned also delegates to Assignee all the undersigned’s duties and obligations of performance related to Phase 1 under the Agreement. By accepting this assignment, Assignee agrees to assume and perform all duties and obligations that the undersigned has with regard to Phase 1 under the Agreement and agrees to be subject to all conditions and restrictions to which Assignor is subject pursuant to this Agreement.

CONTINUING VALIDITY. All of the terms, covenants and conditions of the Agreement as amended to date shall continue in full force and effect and the same are hereby reaffirmed, remade and rewritten.

ASSIGNOR:
ONE MAIN DEVELOPMENT, LLC.
An Illinois limited liability company

By: _____

ACCEPTANCE. For Ten (\$10.00) Dollars and other valuable consideration, Uptown One, LLC accepts the assignment described above. Uptown One, LLC agrees to assume and perform all the duties and obligations to be performed by Assignor under the Agreement as if it has been an original party to the Agreement and agrees to be subject to all conditions and restrictions to which Assignor is subject pursuant to the Agreement.

ASSIGNEE:

Uptown One
An Illinois limited liability company

By: _____

Manager

APPROVED AND ACCEPTED:

TOWN OF NORMAL

By: _____
Christopher Koos, Its President, Board of Trustees

Attest:

By: _____
Wendellyn J. Briggs, Its City Clerk

Unconditional, Absolute Guaranty of Performance

THIS UNCONDITIONAL, ABSOLUTE GUARANTY (the "Guaranty"), entered into effective as of _____, 2007, by One Main Development, LLC, an Illinois limited liability company with offices at One East Main Street, Champaign, Illinois, hereinafter referred to "Guarantor", to the Town of Normal, Illinois, an Illinois municipal corporation, hereinafter designated "Town".

WITNESSETH:

In order to induce Town to accept the Phase 1 assignment of the Redevelopment Agreement between the Guarantor and the Town dated February 19, 2007 (the "Redevelopment Agreement") to Uptown One, an Illinois limited liability company and any other documents and instruments required to be executed and delivered by Assignee thereunder in connection with the assignment (the "Assignment") dated as of _____, 2007, (hereinafter with its successors and assigns referred to as "Assignees"), Guarantor agrees as follows:

1. **Consideration.** The Assignment would not have been approved by Town without this Guaranty contract, which is a material consideration therefor.
2. **Recitals.** The recitals set out hereinabove are incorporated herein as though fully repeated.
3. **Scope.** Guarantor unconditionally and absolutely guarantees and agrees to perform or cause Assignee to perform all of the obligations of the Assignee pursuant to the Redevelopment Agreement as it is or may be amended from time to time by Assignee, or Assignee's successors and assigns, under and in accordance with the terms and conditions of the Redevelopment Agreement and to cause to be kept and performed in a timely manner each and all of the terms, covenants, conditions and obligations to be kept and performed by Assignee under and pursuant to the terms and conditions of the Redevelopment Agreement to the same extent as though the Guarantor and Assignee had been named in the Assignment as Assignee therein with joint and several liability for the performance of all of the covenants and conditions contained therein.
4. **Waiver of Duty to Proceed Against Assignee.** Guarantor waives any legal obligation, duty or necessity for Town to proceed first against Assignee or to exhaust any remedy Town may have against Assignee. In the event of default or failure of performance by Assignee of any of the terms, covenants, or conditions of the Redevelopment Agreement, or any amendment given in substitution therefor, or any subsequent Redevelopment Agreement or amendment thereto by Assignee to Town, or Town's successors or assigns, Town may proceed directly against and shall have the right of action solely against either the Guarantor or Assignee or jointly against Guarantor and Assignee.
5. **Notices.** All notices given to Assignee pursuant to the Redevelopment Agreement shall be deemed to have been given to Guarantor and Guarantor shall have the right to cure any default of Assignee claimed or alleged by the Town provided such cure is performed

within the same time permitted under the Redevelopment Agreement for Assignee's performance.

6. **Modifications.** Any modification, amendment, waiver, change or extension of any of the terms, covenants or conditions of the Redevelopment Agreement which Assignee and Town may hereafter make or any forbearance, delay, neglect or failure on the part of Town in enforcing any of the terms, covenants, conditions or provisions of the Redevelopment Agreement shall not in any way impair or discharge Guarantor's absolute, unconditional liability to Town hereunder, nor shall Guarantor's liability hereunder be impaired or discharged by any actions or failures to act or by any waiver by either Town or Assignee, notwithstanding that Guarantor may not have consented thereto or may not have notice or knowledge thereof.
7. **Term.** This Guaranty shall continue during the entire term of the Redevelopment Agreement and any renewals, extensions, or holdovers thereof and until the payment in full of all obligations of the Assignee pursuant to the Redevelopment Agreement in the manner provided for in said Redevelopment Agreement.
8. **Partial Performance by Assignee.** This Guaranty shall not be diminished by any payment of any amount or performance of the terms, covenants or conditions of Assignee by Guarantor, until each and all of Assignee's Redevelopment Agreement obligations have been fully performed and discharged.
9. **Insolvency.** Guarantor's obligation to make payments or perform in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released, discharged or otherwise limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Assignee or Assignee's estate in bankruptcy or other insolvency proceedings resulting from the operation of any present or future provision of the National Bankruptcy Act or other federal or state statute, or from the decision of any court. Guarantor expressly waives any rights of protection or limitation provided by the National Bankruptcy Act or any other federal or state statute, or from the decision of any court which limits Town's recovery, right of recovery, or recovery amount against the Guarantor or acceleration, including, without limitation, recovery limitations set out in 11 U.S.C. Section 502(b)(6).
10. **Waivers of Defenses.** Guarantor shall not be entitled to make, and hereby waive, any and all defenses against any claim asserted by Town or in any suit or action instituted by Town to enforce this Guaranty or the Redevelopment Agreement or be excused from any liability hereunder, unless Assignee could make or invoke such defense. Guarantor does hereby expressly waive any and all defenses at law or in equity which are not or would not be available to Assignee. The liability of Guarantor under this Guaranty contract is primary and unconditional.
11. **Waivers of Notice.** Guarantor waives notice of acceptance, notice of default by Assignee under the Redevelopment Agreement, notice of default by Guarantor under this Guaranty, demand, extensions of time to Assignee for payment or performance, and other forbearance, and any and all other notices or demands which may be required by law.
12. **Attorneys' Fees.** In the event judicial proceeding for the enforcement of this Guaranty, the prevailing party shall be entitled to receive from the non-prevailing party reasonable

attorneys' fees and all reasonable costs incurred by the prevailing party, as approved by a court of competent jurisdiction.

13. **Binding Effect.** This Guaranty shall be binding upon the heirs, personal representatives, successors and assigns of Guarantor and shall inure to the benefit of the successors and assigns of Town.

14. **Notices.** All notices, requests, demand and other communications required or given hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or mailed, certified mail or registered mail, return receipt requested, postage prepaid.

If to the Town: Town Clerk,
Town Hall, 100 East Phoenix Ave.,
P.O. Box 589,
Normal, Illinois 61761

With copies to: City Manager
Town Hall, 100 East Phoenix Ave.,
P.O. Box 589,
Normal, Illinois 61761

And Director of Uptown Development
Town Hall, 100 East Phoenix Ave.,
P.O. Box 589,
Normal, Illinois 61761

And Corporation Counsel
Town Hall, 100 East Phoenix Ave.,
P.O. Box 589,
Normal, Illinois 61761

If to the Guarantors: Mike Royse
One East Main, Suite 200
Champaign, IL 61820

With copy to: Mary Ann Royse
One East Main, Suite 200
Champaign, IL 61820

15. **Subrogation.** Guarantor shall not be subrogated, and hereby waives all rights of subrogation, to any of the rights of the Town under the Redevelopment Agreement or to any other rights of the Town, by reason of any of the provisions of this Guaranty or by reason of the performance by the Guarantor of any of their obligations hereunder. Guarantor agrees to look solely to the Assignee for recoupment.

16. **Controlling Law and Jurisdiction.** This instrument shall be construed in accordance with the laws of the State of Illinois. Guarantor hereby agrees that all actions for the enforcement or defense of Guarantor's obligations or rights under this Guaranty shall be brought in the Circuit Court for the Eleventh Judicial District for Illinois.

17. **Waiver of Right to Trial by Jury.** Guarantor waives any and all rights it may have to a trial by jury in any action with respect to this Guaranty.

18. **Cross-Default.** A default under this Guaranty shall be deemed a default under the Redevelopment Agreement.

19. **Termination.** This Guaranty will automatically terminate upon the full and complete satisfaction of all obligations and payments of Assignee, its successors or assigns, under the Redevelopment Agreement, as amended, modified, extended, renewed, or held over.

IN WITNESS WHEREOF, this Guaranty has been duly executed under the seal as of the day and year first above written.

TOWN OF NORMAL
an Illinois municipal corporation

GUARANTOR

ONE MAIN DEVELOPMENT, LLC

By: _____
Christopher Koos
President, Board of Trustees

By: _____
Mike Royse

Attest by: _____
Wendellyn J. Briggs
Its Town Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

On this ____ day of November, 2007, before me personally appeared _____, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal, at my office in Champaign, Illinois, the day and year first above written.

Notary Public

My commission expires: _____

TOWN COUNCIL ACTION REPORT

November 15, 2007

Resolution Authorizing the Execution of a License Agreement with One Main Development L.L.C. for the Property Located at 104 West North Street (Former Babbitt's Books)

PREPARED BY: Wayne A. Aldrich, Uptown Development Director

REVIEWED BY: Mark R. Peterson, City Manager
Steven D. Mahrt, Corporation Counsel

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Proposed License Agreement

BACKGROUND

On February 19, 2007, the Town Council authorized a redevelopment agreement with One Main Development, L.L.C. for the redevelopment of blocks B, E and F as identified in the Uptown plan. The first project on Block B, Uptown One, is currently under construction. One Main has indicated its desire to have a leasing/sales office near the project sites to accommodate its employees and agents involved with the development, marketing and leasing of the One Main projects in Uptown. The property located at 104 West North Street (former site of Babbitt's Books) is owned by the Town and is currently vacant. One Main proposes to locate its leasing office in this property. As there is no immediate planned use for this property, until the redevelopment of Block E by One Main, the staff has negotiated a license agreement with One Main for the use of the property.

DISCUSSION/ANALYSIS

The proposed license agreement will allow One Main Development to use the property on a monthly basis until the property is required for the redevelopment of Block E, at which time the property will be demolished and conveyed to One Main for its redevelopment project. As this property will be used for a private leasing/sales office, the agreement will require One Main to be responsible for all maintenance, utilities, insurance and taxes associated with the property. This agreement also allows One Main to lease and manage the other spaces in the building. The license may be terminated at any time with a 30 day notice.

One Main intends to improve the property with a façade renovation, new signage and interior improvements as required for the temporary use. As this property has no immediate use, staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
BETWEEN ONE MAIN DEVELOPMENT LLC AND TOWN OF NORMAL

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 citizens of Normal to enter into a License Agreement with One Main Development LLC for the purpose of providing a temporary sales office on the property located at 104 West North Street and to use the upper floors of the building for residential purposes

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 is hereby authorized to enter into a License Agreement with One Main Development LLC for the purpose of providing a temporary sales office on the property located at 104 West North Street and to use the upper floors of the building for residential purposes. A copy of said License Agreement is marked Exhibit "A", attached hereto and incorporated herein by reference.

SECTION TWO: That the Town Clerk be, and she is hereby authorized and directed to attest the signature of the President of the Board of Trustees on said Agreement and to retain a fully executed original of said Agreement 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
LICENSE AGREEMENT
ONE MAIN DEVELOPMENT, LLC

This Agreement, made as of the _____ day of _____, 2007 by and between the Town of Normal, Illinois an Illinois municipal corporation having an office at 100 E. Phoenix Ave., Normal, Illinois 61761 (hereinafter referred to as "Licensor") and One Main Development, LLC, of Champaign, Illinois, an Illinois Limited Liability Company (hereinafter referred to as the "Licensee");

WITNESSETH:

WHEREAS, Licensor and Licensee have entered into a Redevelopment Agreement to develop a mixed use building in Uptown Normal as part of a program for the renovation of the uptown area of Normal, Illinois; and

WHEREAS, Licensee desires to market the retail, office and residential space in the mixed use building; and

WHEREAS, Licensor owns the property described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Licensee desires to temporarily operate a sales office on the Property and use the upper floors of the building for residential purposes.

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

Section 1. Right to Operate Sales Office and Dwelling Unit. Subject to the terms and conditions specified herein, Licensor hereby grants to Licensee the right to operate a Sales Office at the Property and Licensee shall also have the right to grant a License to third parties for the use of the residential dwelling units on the Property.

Section 2. Term. The term of this Agreement shall commence on _____ (the "Commencement Date") and continue until terminated by Licensor. Licensor shall have the right to terminate this license at any time, upon providing thirty (30) days notice to Licensee.

Section 3 License Fees. Licensee shall pay to Licensor for the privileges granted hereunder (in addition to any other payments required to be made under this Agreement) a minimum fixed licensee fee of One Dollars (\$1.00) for each month of occupancy.

Section 4. Utilities.

- (a) Licensee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used at the Property throughout the term of this License Agreement, including any connection fees.

Section 5. Right of Entry. Licensor, its employees and agents shall have the right to enter upon the Property at any time for any purpose. Licensor shall endeavor to give Licensee 24-hour notice of each entry.

Section 6. Insurance.

- (a) Licensee agrees at all times to carry at its sole cost and expense:
 - (i) Workers' compensation insurance for Licensee's employees in accordance with the requirements of the State of Illinois
 - (ii) General Comprehensive Liability insurance, including products liability, covering all operations in limits of not less than \$2,000,000 for each person and \$5,000,000 for each occurrence for personal injury or death, and \$1,000,000 for each occurrence for property damage in or about the Property and also including contractual liability insurance;
 - (iii) Fire insurance with extended coverage covering the Property, the fixtures and inventory herein for the full replacement value thereof, on which the Licensor shall be named as an additional insured;
 - (iv) Such other or additional insurance coverage as Licensor may reasonably request from time to time
- (b) All policies of insurance referred to in subsection (a) above shall be issued in the name of Licensee and Licensor, as their interests may appear, and shall be issued by companies and in form reasonably satisfactory to Licensor. Each policy shall provide that it may not be canceled or materially changed except upon ten (10) days' prior written notice to Licensor. Certificates of such insurance shall be delivered to Licensor by Licensee five (5) days prior to the Commencement Date, and ten (10) days prior to the expiration date of any policy. At the request of Licensor, Licensee shall make the originals of all such policies available to Licensor for inspection. If Licensee shall fail at any time to effect or maintain any of such insurance, Licensor, at its option, may do so, and the cost thereof shall be paid by Licensee in accordance with Section 20 hereof. Licensee shall not carry on any activity, other than that permitted by this Agreement, which will increase the premium on any policy of insurance carried or to be carried by Licensor, and, in the event of any such increase, Licensee shall pay the amount by which such premiums may be increased by such activity, in accordance with Section 20 hereof. All insurance shall contain a waiver of subrogation in favor of Licensor, if obtainable, and Licensor's fire insurance policy with respect to the Property shall contain a waiver of subrogation in favor of Licensee, if obtainable.

Section 7. Initial Improvements and Fixtures. Licensee hereby represents and warrants that it has inspected the Property and is willing to take it "as is", and agrees that Licensor has no obligation to make any repairs or renovations in addition thereto. Licensee shall at all times present the Property and utilize all fixtures, furniture, and equipment in an attractive manner consistent with the image of a professional office use.

Section 8. Subsequent Improvements and Fixtures. Licensee shall not at any time subsequent to the Commencement Date make any alterations, improvements, or physical changes in the Property without the prior written consent of Licensor. Prior to the commencement of any improvements to the Property, Licensee shall deliver to Licensor plans and specifications describing in reasonable detail Licensee's new fixture plan and overall design (the "Plans"). Licensor shall approve or reject the Plans in writing within thirty (30) days of their receipt and, if rejected, Licensee shall make the changes requested by Licensor. The cost of the improvements, furniture, fixtures, and equipment indicated on the approved plans shall be borne by the Licensee. All such furniture, fixtures, and equipment shall be paid for in cash, and no chattel mortgage, conditional sales agreement, security agreements, financing statements, or other encumbrance shall be imposed or filed, and no hypothecation or assignment shall be made by Licensee in connection therewith. All improvements shall be constructed in compliance with the approved Plans and all laws, regulations, statutes, codes, ordinances, and other governmental requirements. During construction, Licensee shall obtain and maintain such insurance as Licensor shall request. All construction must be completed within sixty (60) days after the Plans are approved.

Section 9. Maintenance by Licensee. Licensee shall at all times during the term of this Agreement, at its own cost and expense, maintain the furniture, floor coverings, other furnishings, fixtures, and equipment on the Property, and in any other space granted to Licensee hereunder in good operating condition and in a clean, neat condition and appearance and shall make all necessary repairs thereto unless the damage requiring repair was caused by the willful misconduct of Licensor or its employees. If Licensee shall fail to do so, Licensor may serve a written demand upon Licensee to make said repairs or to correct or remove any defective condition within the number of days which Licensor, in its sole judgment, deems reasonable from the date of such demand as set forth therein, and, if Licensee shall fail to do so within such period of time, Licensor may, at its option, remedy such condition and charge the cost thereof to Licensee's account, which amount shall be paid by Licensee in accordance with Section 20 below.

Section 10. Condition of Property at Termination; Disposition of Improvements.

- (a) At the expiration or termination of this Agreement, Licensee shall remove all its trade fixtures, furnishings, and equipment from the Property at its own cost and expense and deliver the Property to Licensor "broom clean" and in good order and condition, reasonable wear and tear excepted.
- (b) Any fixtures or any other property furnished by Licensor without cost to Licensee shall remain the property of Licensor and shall be returned to Licensor at the expiration or termination of this Agreement in the same condition as they were at the beginning of the term, reasonable wear and tear excepted. In addition, any fixtures or other property, whether or not furnished by Licensor, which cannot be removed without damage to the property of Licensor, shall become Licensor's property at the expiration or termination of this Agreement.

Section 11. Real Estate Taxes. Licensor shall be responsible for any and all real estate taxes assessed on the Property from commencement of this License until termination of occupancy by Licensee and any person claiming a right of occupancy for Licensee. Licensor shall pay said taxes directly to McLean County Collector or make payment to the Town of Normal at least thirty (30) days prior to the due date of any taxes due and owing on the Property.

Section 12. Licenses. Licensee shall obtain all necessary governmental approvals to operate a sales office and residential dwelling unit.

Section 13. Name of Office. The Sale Office shall be operated in the name of Licensee only and should be called Uptown One, or such other name acceptable to Licensor.

Section 14. Conduct Policy of Sales Office.

- (a) Licensee shall operate and conduct the Sales Office in conformity with the high standards of a Sales Office. Licensee shall not allow the Sales Office, or any part thereof, to become vacant or to be used for any purpose other than as provided herein, or permit the Sales Office to be used in whole or in part by any other firm, person, or corporation. All signs or advertisements exhibited by Licensee on the exterior of the Sales Office must first be approved by Licensor in writing.
- (b) Licensor shall have the right to inspect the Sales Office.

Section 15. Indemnification of Licensor. Licensee shall reimburse, indemnify, and hold Licensor harmless from all expenses, losses, liabilities, damages, costs, claims, taxes and demands arising out of this Agreement, or as a result of any breach or default by Licensee under this Agreement, or arising out of or related to Licensee's business operations in the Property, including, but not limited to, any injury or death to any person, or damage to any property, claims for infringement of patent, copyrights, trademarks, violations of laws or governmental regulations, or any right of others, together with reasonable counsel fees and other related expenses. If requested by Licensor, Licensee shall defend any action brought against Licensor arising out of the activities of Licensee, its employees, or agents and any persons employed in the Sales Office, and Licensee shall employ legal counsel, at its own expense, to conduct such defense. Licensor may, but shall not be required to, engage its own counsel in connection therewith. In the event Licensor shall employ counsel of its own choosing in connection with any such defense, payment to said counsel shall be reimbursed by Licensee to Licensor. In addition, Licensee shall indemnify and hold Licensor harmless from any claims of damages arising out of any loss or injury to Licensee's property wherever located, regardless of whether such loss or injury was caused by negligence of Licensor, its employees, or any persons for whom it is legally responsible. The liabilities of Licensee provided in this paragraph shall continue after and shall survive this Agreement. In addition to other remedies to which Licensor may be entitled, Licensor shall have the right to charge Licensee for all sums and costs paid and incurred by Licensor hereunder; provided, however, that Licensor's rights as provided in this sentence shall be subject to first giving written notice to Licensee to correct said breaches and defaults; and provided further that the rights and obligations as provided in this sentence shall be exercised and performed subject to Licensor's sole discretion and judgment. The failure or inability of Licensee to obtain or maintain the contractual liability insurance required under Section 7 shall not limit or affect Licensee's obligation hereunder.

Section 16. No Liability of Licensor. Licensor shall not be liable to Licensee for any shortage, loss, theft, damage, disappearance, or injury of or to any of the merchandise, supplies, equipment, or other property of any nature of Licensee, whether such loss or damage or injury may occur by reason of the negligence of Licensor, its servants, agents, or employees or contractors or by reason of any other cause. Licensor shall not be liable for any loss or damage to Licensee or interference with or suspension of Licensee's business operations due to causes beyond the reasonable control of Licensor and shall not be liable or responsible in any way for any debts contracted by Licensee.

Section 17. Casualty. In the event that on account of fire, flood or other casualty, in whole or in part, the space in which Sales Office or dwelling unit becomes unsuitable for use should become totally destroyed by fire, flood or other casualty, this License shall be terminated and Licensee shall vacate the Property.

Section 18. Liens. Licensee shall not directly or indirectly by action or omission cause any lien to be placed upon the Property or any personal property located in the Property. Any such lien shall be paid or discharged by Licensee within ten (10) days after notice thereof.

Section 19. Bankruptcy, etc. In the event that a petition in bankruptcy (including a petition for arrangement under the Bankruptcy Law) is filed by or against Licensee or any guarantor of Licensee's obligations under this Agreement, or if Licensee or any such guarantor shall become insolvent within the meaning of any state or federal insolvency laws or shall make an assignment for the benefit of creditors, or if a receiver for all or any part of Licensee's business or the business of any such guarantor shall be appointed by any state or federal court, and the petition for the appointment of such receiver shall not be vacated within thirty (30) days of such appointment, or if any property or assets of Licensee or any such guarantor shall be attached or become subject to a lien or encumbrance which shall not be vacated within thirty (30) days thereafter, then, and in any such event, this Agreement shall be deemed to have been breached by Licensee, and Licensor shall have the option of terminating this Agreement in accordance with the provisions of Section 20 hereof.

Section 20. Termination on Default. In addition to any other rights and remedies of Licensor specifically set forth herein, in the event that (a) any material representation made by Licensee to Licensor in connection with this Agreement shall prove to have been false or misleading, in any material way, when made; or (b) Licensee shall violate any of the terms or conditions herein contained and shall not remedy such violation within a period of five (5) days from the receipt of notice from Licensor as to such violation (unless another time limit is provided) or, in the case of nonmonetary defaults which are curable within thirty (30) days, shall not have (i) notified Licensor of its intent to so cure and commenced to cure within five (5) days of the aforesaid notice and (ii) cured such default within said thirty (30) days, then Licensor shall have the right either to cure Licensee's default, if possible, and charge the cost and expense thereof to Licensee's account, or, at Licensor's election, to terminate and end the privileges granted under this Agreement. Upon any such termination, Licensor may immediately and summarily without resort to any court proceeding remove Licensee or any other person from the Property. Licensee shall reimburse Licensor for reasonable attorneys' fees and other related costs as a result of Licensee's breach or violation as herein provided. In the event that Licensee fails to make any payments when due hereunder, then from and after the day such amount is due and owing (and whether or not notice of the failure of such payment has been given), interest shall accrue on the amount so due at a rate equal to ten (10%) percent per annum.

Section 21. Remedies. The remedies specified in this Agreement are cumulative and are not intended to limit or exclude either party's right to seek and obtain any available remedy at law or in equity, including injunctive relief in case of any threatened breach by the other of any provision of this Agreement. Licensee waives the right to trial by jury in any action brought by Licensor against Licensee.

Section 22. Assignment, Sublicense, and Transfer. Licensee shall not, without the prior written consent of Licensor, which Licensor in its sole discretion may withhold, either sell, assign, mortgage, or transfer, by operation of law or otherwise, this Agreement, or

- (a) Sublicense all or any of the space allotted to Licensee, or any part thereof, or
- (b) Permit any of the foregoing to occur, or permit the said space to be occupied by anyone other than Licensee and Licensee's employees.

In the event Licensor so consents, Licensee shall continue to remain liable for all of Licensee's obligations hereunder until the end of the term hereof.

Section 23. Waiver. Failure of Licensor to charge any item to Licensee's account at the correct time shall not operate as a waiver of the right to charge such item, nor of Licensee's obligation therefore, nor shall Licensor's receipt of any payment from Licensee operate as a waiver of any rights of Licensor to enforce any other payment previously due or which may hereafter become due, or of any rights of Licensor to terminate this Agreement or to exercise any right which may otherwise be available to Licensor. No waiver by Licensor or Licensee of any breach of any provision of this Agreement shall operate as a waiver of any other prior or subsequent breach thereof, or of the provision itself, or of any other provision.

Section 24. Amendments. This Agreement cannot be altered, modified, or discharged except by an agreement in writing signed by the party against whom enforcement of the alteration, modification, or discharge is sought.

Section 25. Notices. All notices and demands made pursuant to this agreement shall be mailed or delivered to Licensor at the following address:

Town Clerk (with a copy to the Director of Downtown Development)
100 East Phoenix Ave.
P.O. Box 589
Normal, Illinois 61761

and to Licensee at the following address:

Notices and demands must be in writing and may be given by registered or certified mail or in person, subject to receipt therefore. Either party may notify the other in writing of a change of address to which all notices and demands shall thereafter be directed, provided that such new address shall be in the State of Illinois.

Section 26. Legal Effect of Agreement. It is expressly understood and agreed that Licensee is an independent contractor and that Licensor and Licensee shall not be construed to be partners or joint venturers, nor shall the relationship of the parties be construed as a landlord-tenant, landlord-subtenant, principal-agent, or employer-employee relationship for any purpose whatsoever.

Section 27. Jurisdiction. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

Section 28. Captions or Headings. The section captions or headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not in any way be held to explain, modify, amplify, or add to the interpretation, construction, or meaning of the provisions of this Agreement.

Section 29. Successor and Assigns. The terms of this Agreement shall be binding upon Licensor and its successors and assigns, and upon Licensee and its successors, heirs, executors, and administrators, as the case may be, and if Licensor has consented in writing to an assignment of this Agreement by Licensee, the terms of this Agreement shall be binding upon such assignee of Licensee.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by the undersigned.

LICENSOR: TOWN OF NORMAL

**LICENSEE: ONE MAIN DEVELOPMENT LLC,
An Illinois Limited Liability Company**

By: _____
Its Mayor

By: _____
Print Name: _____

Attest: _____
Its City Clerk

Title: _____

Attest: _____
Print Name: _____

Title: _____

Exhibit A

Parcel 14-28-430-014

104 West North Street

All of Lot 2 and a part of Lot 8 described as follows: Commencing at the Northwest corner of said Lot 2, thence North to the North line of said Lot 8, thence East to a point 8.77 feet West of the Northeast corner of said Lot 8, thence South to a point 11.67 feet West of the Southeast corner of said Lot 8, thence West to the point of beginning, all in Sill's Subdivision of Block 2 in the Original Town of Normal and of Block 44 in the First Addition to the Town of Normal, in McLean County, Illinois.

TOWN COUNCIL ACTION REPORT

November 15, 2007

Resolution Conditionally Approving an Amended Site Plan for Heartland Community College "Phase II Campus Project"

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 (5-0)

REGIONAL PLANNING RECOMMENDATION: "C" Grade

ATTACHMENTS: Proposed Resolution; Regional Planning Consistency Review Form; Staff Report to the Planning Commission; Minutes of the Nov. 8, 2007 meeting of the Planning Commission are included in the Addendum.

BACKGROUND

The Heartland Community College property at 1500 W. Raab Road was annexed into the Town of Normal in 1998. A site plan was included as part of the annexation process (Res. No. 2457). The site plan was amended in 2002 to include additional instructional space and a "commons" building (Res. No. 3150) and amended again in 2004 for the addition of the Workforce Development Center and expanded parking (Res. No. 3582). In June 2007, the Town approved an amendment to Heartland's site plan for a parking lot expansion at the northwest corner of Raab Road and Millennium Drive (Res. No. 4061).

Heartland has now submitted its "Phase II Campus Project" for approval as a site plan amendment. The plan calls for the following:

1. Addition to the north end of the existing student center
2. Construction of a receiving building
3. Construction of a classroom building
4. Construction of a Community Education Center
5. Construction of a Fitness and Recreation Center
6. Construction of a Child Care Center
7. Addition of a parking lot east of the fitness and community education buildings

TOWN COUNCIL ACTION REPORT

Access onto Raab Road will remain unchanged, although it is likely that the primary entrance into the Heartland campus will ultimately shift from the current signalized intersection to Millenium Drive. When this occurs, the signals will likely be moved rather than having both entrances signalized. This matter has been discussed with Heartland, and it is expected that Heartland will pay the cost of any required signalization.

The design of the new buildings will complement the existing structures. The pole lighting will match the fixtures in the existing parking areas. The expanded campus area will comply with the Community Design Standards in regard to landscaping and lighting with one clarification – the shade trees must be planted at an installation size of 2.5 caliper inches (the plan shows 2 inches).

The newly developed areas will drain to the existing detention basin, which was originally built to accommodate campus growth. A vegetated swale will link the developed area to the basin.

DISCUSSION/ANALYSIS

Sec. 15.6-12 of the code requires that all development on land zoned S-2 Public Lands and Institutions must go through the site plan review process. The standards for site plan review (Sec. 15.8-5) include the need to minimize incompatibilities with and negative impacts on surrounding uses, and the ability of adjacent roadways to accommodate traffic generated by the development. Town staff finds the proposed Phase II Campus Project to meet these standards. The expansion of the Heartland campus has been long expected and should cause no incompatibilities with or negative effects on surrounding properties. The new buildings will be attractive and will complement the existing buildings. Traffic flow will also be adequately maintained both on and off site.

The Division 14 Community Design Standards (CDS) also apply to the campus expansion. The standards apply to all development, even if the activity pertains to an already-developed site. In the case of Heartland Community College, Town staff is applying the CDS to the proposed expansion area and new parking area. As stated in the background section, the new parking area meets the outdoor lighting code and landscaping code on the condition that the shade trees be installed at 2.5 caliper inches.

A review of the proposed Heartland site plan amendment was also conducted by the intergovernmental planning group, which meets regularly to review significant developments in Normal, Bloomington, and in the unincorporated areas of the County. The intergovernmental group grades development proposals based on the attached "Consistency Review Form," which has been formally adopted by the Regional Planning Commission as a planning tool. Under this review process, Heartland's amended site plan received a grade of "C". The regional review also included a recommendation that the college incorporate more sustainable design elements into the project.

The Planning Commission considered the proposed Amended Site Plan at its November 8, 2007 meeting. Only representatives from Heartland testified. The commissioners asked for clarification on the walking trail around the detention basin. The Heartland representatives stated that the trail is part of the next phase of the campus expansion, as are the athletic fields. Following its findings of fact, the commission voted unanimously (5-0) in favor of the Amended Site Plan with the condition that the shade trees be planted at an installation size of 2.5 caliper inches. Heartland agreed to this condition.

Town staff supports the proposed Site Plan Amendment for many reasons. Most importantly, the Heartland site has been developed over time to accommodate significant expansion. The new structures will complement the existing architecture, internal traffic circulation will be maintained, and Raab Road will be able to support the additional traffic. Thus, staff recommends the Town Council approve the Amended Site Plan with the conditions that the shade trees be installed at 2.5 inches and that Heartland install traffic signals at Millenium Drive and Raab Road at the request of the Town.

RESOLUTION NO. _____

A RESOLUTION CONDITIONALLY APPROVING AN AMENDED SITE PLAN
FOR HEARTLAND COMMUNITY COLLEGE – PHASE II CAMPUS PROJECT

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 enacted a comprehensive Zoning Code incorporated as Chapter 15 of the Municipal Code, Town of Normal, Illinois, 1969, as amended; and

WHEREAS, a petition has been received from Heartland Community College to amend an existing site plan; and

WHEREAS, after notice and public hearing, the Planning Commission recommended approval of said Phase II Campus Project at Heartland Community College; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Normal to amend the site plan for Heartland Community College for Phase II Campus Project.

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

SECTION ONE: That this Resolution pertains to plans and records on file in the office of the Town Clerk regarding the petition of Heartland Community College for the Phase II Campus Project. Said property being more particularly described as follows:

Lots 1 and 2 in the Heartland Community College Subdivision to the Town of Normal, McLean County, Illinois.

SECTION TWO: That the report and recommendation of the Planning Commission be and the same, is hereby received, placed on file and approved.

SECTION THREE: That except as otherwise provided herein, all use, occupancy and maintenance of the property described herein shall comply with all applicable Town Codes and Ordinances, and the Amended Site Plan for the Phase II Campus Project at Heartland Community College is approved on the following conditions:

1. Shade trees must be minimum of 2.5 inch caliper.
2. Installation of traffic signals at Millennium Drive and Raab Road upon request of Town Staff.

SECTION FOUR: That the Town Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION FIVE: That this ordinance shall take effect ten days after the date of its publication.

SECTION SIX: That this ordinance is adopted pursuant to Home Rule Authority granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

ADOPTED this ____ day of _____, 2007

APPROVED:

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

ATTEST:

Town Clerk

(seal)

**REVIEW OF DEVELOPMENT PROPOSAL FOR CONSISTENCY WITH LOCAL AND REGIONAL COMPREHENSIVE PLANS
McLean County Regional Planning Commission**

1. INTENT

This review is intended to assist local governments in determining the consistency of the specified development proposal with the objectives and policies of local and regional comprehensive plans. It rates the proposal based on the number of identified features that support the comprehensive plans. This review and rating process is designed to help ensure at least minimal features are provided in new development and to encourage the provision of optional features that support adopted strategies to enhance the quality of life in this Region.

2. DESCRIPTION OF PROPOSED DEVELOPMENT

Case No.: 07-11-19-PC Jurisdiction: Town of Normal
 Project Name: Heartland Community College Master Plan Applicant Name: Heartland Community College
 Action Dates: 11-08-07 PC/ZBA 11-19-07 Council/Board
 No. of Acres: 153 Location: 1500 Block of West Raab Road - Normal, Illinois

No. of Dwelling Units: N/A Public Water Supply? Y N Public Sewer Service? Y N
 Impacted School District (if residential): N/A (Unit 5) Nearest Elementary School N/A
 Access: Off of Raab Road
 Applicant's Proposed Land Use: Institutional - Community College Applicant's Proposed Zoning: S-2 Public Lands & Institutions

Existing Land Use:	Existing Zoning:
Subject Property <u>Community College</u>	<u>S-2 Public Lands & Institutions</u>
Property North <u>Interstate 74/55 Interchanges</u>	<u>Unannexed</u>
Property East <u>Mobile Home Court</u>	<u>B-1 General Business</u>
Property South <u>Ag & Old ISU Farm</u>	<u>County Ag & S-1 University District</u>
Property West <u>Agriculture</u>	<u>County Ag</u>

3. PROJECT TYPE/PHASE (Check all that apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> Annexation Agreement | <input type="checkbox"/> Zoning Change | <input type="checkbox"/> Amendment |
| <input type="checkbox"/> Preliminary Subdivision Plan | <input checked="" type="checkbox"/> Site Plan Review | <input type="checkbox"/> Concept Plan |
| <input type="checkbox"/> Preliminary PUD Plan | <input type="checkbox"/> Special Use | <input type="checkbox"/> Other (Specify): _____ |

4. COMPREHENSIVE PLAN FEATURES IN PROJECT VICINITY (See attached map.)

Land Use: Government/Institutional Street or Road Improvements: N/A
 Com. Facilities (parks, schools, trails, fire stations, other): Constitution Trail HCC, NCWHS

5. MINIMAL FEATURES IN SUPPORT OF COMPREHENSIVE PLAN

		Yes	No	N/A
Land Use	Project is consistent with adopted land use plan or provides acceptable alternative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	At least 50% of project area is within planned growth area and/or contiguous to an existing developed area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	At least 20% of project site is within or contiguous to existing urban service area or development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Project is compatible with adjacent land use.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Proposed multiple land uses are compatible (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meets zoning map amendment guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transportation	Meets local requirements for street, curb and gutter, and sidewalk design, or provides staff approved alternative design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provides traffic impact analysis if required, based on expected trip generation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provides appropriate number of connections to local street or road networks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provides adequate connectivity with existing and future adjacent developments (including stub streets).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Project streets are interconnected with no more than 20% of lots fronting on streets or terminating as dead ends.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Points of egress with arterial roadways are consistent with the requirements of an access management plan and/or policy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Proposed arterial and collector streets within the project are transit compatible.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Utilities	Provides public water service or individual water supplies approved by McLean County Public Health Department (MCPHD)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provides public sewer service or other wastewater disposal system approved by MCPHD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open Space/Other Features	Implements planned bikeway or greenway (if applicable).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Meets appropriate park land dedication requirement (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meets school land dedication requirement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Preserves cultural or historic features	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commercial	Meets general commercial zoning requirements as applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Meets general municipal landscape standards as applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. OPTIONAL FEATURES IN SUPPORT OF COMPREHENSIVE PLAN

		Yes
Land Use	Makes compatible use of vacant land within community (applies to infill development).	<input type="checkbox"/>
	Provides properly designed mixed uses within an appropriate service center location.	<input type="checkbox"/>
	Meets density and transit design requirements (8 d.u.a. net density).	<input type="checkbox"/>
	Land use and street design are expected to reduce traffic generation over conventional design	<input type="checkbox"/>
	Provides open space in excess of park land dedication requirement	<input type="checkbox"/>
	The development includes at least one natural and/or urban pedestrian destination	<input type="checkbox"/>
	The development is located within a half mile of a commercial or activity center.	<input checked="" type="checkbox"/>
	Commercial activity and housing density increases towards the center of the neighborhood.	<input type="checkbox"/>
	A diversity of housing types is featured that includes one or more of the following in addition to the primary housing type: single family detached, row houses, coach or "granny flat" houses, apartments above commercial spaces, multi-family housing.	<input type="checkbox"/>
	Results in jobs and/or services within a ½ mile of a residential development	<input checked="" type="checkbox"/>
Meets design criteria for TND or conservation subdivision as applicable.	<input type="checkbox"/>	
Transportation	Development includes or is located within a half mile of an existing or planned transit corridor.	<input type="checkbox"/>
	Provides sheltered transit stops.	<input type="checkbox"/>
	Provides bikeway connection to existing or planned regional bikeway.	<input type="checkbox"/>
	Utilizes only existing transportation infrastructure.	<input checked="" type="checkbox"/>
	Response time of emergency services would be expected to be within five minutes travel of development.	<input checked="" type="checkbox"/>
	Traffic generation will not exceed current design of roadways.	<input type="checkbox"/>
	Streets feature medians or traffic calming devices to promote pedestrian safety.	<input type="checkbox"/>
	Design of development encourages one or more of the following when appropriate: on-street parking, use of alleys, and non-motorized travel options.	<input type="checkbox"/>
	Sidewalk widths exceed local minimum standards.	<input type="checkbox"/>
	Development provides curb extensions and/or textured pedestrian crossings.	<input type="checkbox"/>
Average block length is 450 feet or less.	<input type="checkbox"/>	
Housing	At least 10% of proposed housing units meet HUD guidelines for low to moderate income housing.	<input type="checkbox"/>
	No more than 30% of proposed housing units in any 400 linear feet of streetscape meet HUD guidelines for low to moderate income housing.	<input type="checkbox"/>
	Preserves or renovates historically or architecturally significant structures.	<input type="checkbox"/>
	Covenants allow houses of less than 1,000 square feet.	<input type="checkbox"/>
	Architectural styles allow smaller homes to be harmoniously blended in with larger ones.	<input type="checkbox"/>
	Provides a variety of external building materials.	<input type="checkbox"/>
	The same design is not used for more than 25% of the total number of single family units in any 400 linear feet of streetscape.	<input type="checkbox"/>
	Project provides for the acceptable use of green building techniques.	<input type="checkbox"/>
	Pedestrian access is to the front with parking to the rear of buildings.	<input type="checkbox"/>
Redevelopment	Does not require new water or sewer infrastructure.	<input type="checkbox"/>
	Does not require new school infrastructure (applies to residential projects only).	<input type="checkbox"/>
	Does not require new park and recreation infrastructure (applies to residential projects only).	<input type="checkbox"/>
	The development maintains necessary pervious cover or other options for storm water detention on site.	<input type="checkbox"/>
Open Space/Other Amenities	Preserves or restores natural areas.	<input type="checkbox"/>
	Development exceeds minimum stream buffer requirements.	<input type="checkbox"/>
	Provides open space linkages to existing or planned open space through greenways and/or trails	<input type="checkbox"/>
	Development preserves or renovates historical or architecturally significant structures.	<input type="checkbox"/>
	Development provides decorative or pedestrian scale street lighting.	<input type="checkbox"/>
	Schools are centrally located within the development or within half mile and accessible by pedestrians and non-motorized travel.	<input type="checkbox"/>
	Libraries are centrally located within the development or within half mile and accessible by pedestrians and non-motorized travel.	<input type="checkbox"/>
	Active or passive recreation available within ½ mile of 75% of housing units in project area.	<input type="checkbox"/>
	Development provides pocket parks or plazas.	<input type="checkbox"/>
	Development exceeds minimum requirements for landscaping.	<input type="checkbox"/>
	Community gardens and/or public social areas are provided.	<input type="checkbox"/>
	Provides public art and monuments at approved locations.	<input type="checkbox"/>
	Provides pedestrian seating and/or other pedestrian amenities.	<input type="checkbox"/>
Includes other notable amenity(ies) not listed herein (see comments).	<input type="checkbox"/>	

Commercial	Paved surfaces are mitigated with shade trees (one tree to ten parking spaces) or other green space amenities.	<input type="checkbox"/>
	Pervious materials are used in medium to light-use parking areas.	<input type="checkbox"/>
	Signage is visible to drivers but oriented to scale for pedestrians.	<input type="checkbox"/>
	Buildings are scaled with appropriate proportion to the width of the right of way.	<input type="checkbox"/>
	The development encourages off-street parking behind buildings and pedestrian access to the front of buildings.	<input type="checkbox"/>
	Building entrances are located at the public sidewalk or within five feet of a public sidewalk.	<input type="checkbox"/>
	Project provides for acceptable use of green building techniques.	<input type="checkbox"/>

7. PROJECT RATING

- A = Provides minimal features or acceptable alternatives, plus 11 or more options. Merits highly favorable recommendation.
- B = Provides minimal features or acceptable alternatives, plus 6 to 10 options. Merits favorable recommendation.
- C = Provides minimal features or acceptable alternatives, with 0 to 5 optional features. Favorable recommendation is possible.
- D = Does not provide minimal features or acceptable alternatives, but does provide one or more optional features. Project should be modified and/or reevaluated prior to approval.
- E = Does not provide minimal or optional features. Project should be modified to be considered for approval.

8. INTERGOVERNMENTAL STAFF REVIEW: yes no

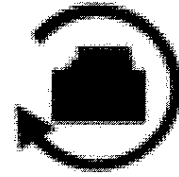
9. COMMENTS (if any):

The size and nature of the project provide opportunities to enhance the expansion of the campus. The site would benefit from innovative stormwater treatment such as bio-swales and other "green" approaches. A trail internal to the site would also enhance the project. Although the project meets the Town's landscape code, the size of the site makes the number of trees and amount of shade seem inadequate. Additional trees in the parking lot would make the project more appealing.

10. SIGNATURE: Paul Russell 10-22-07
Paul E. Russell, AICP, Executive Director Date

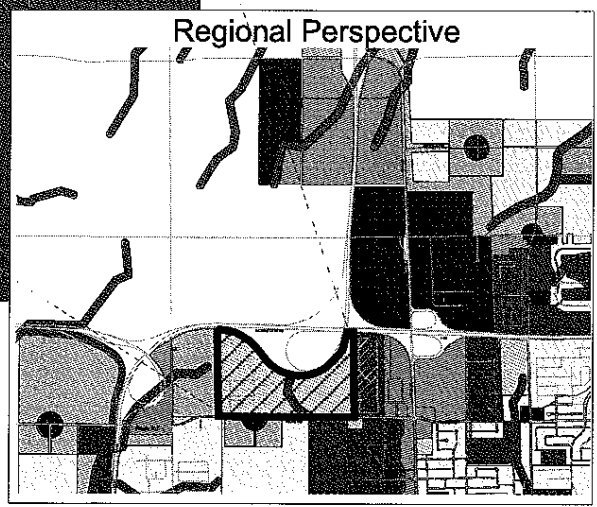
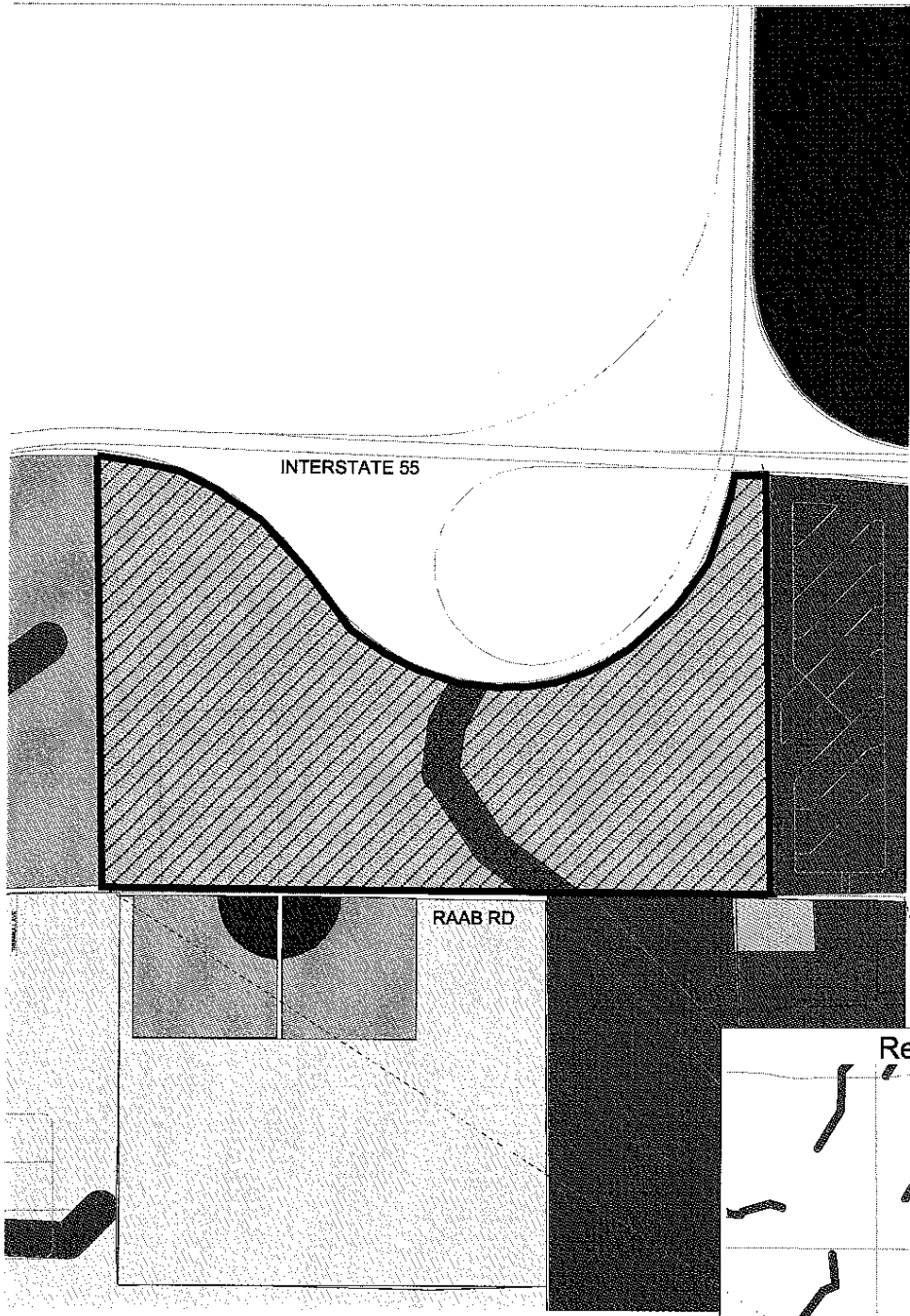
CONSISTENCY REVIEW
In relation to Normal
Comprehensive Plan

HEARTLAND COLLEGE



LEGEND

- Normal Land Use
- Low/Medium Density Residential
 - Mixed Density Residential
 - High Density Residential
 - Highway Commercial
 - Government/Institutional
 - Industrial
 - Regional Commercial
 - Corporate/Office
 - Neighborhood Center
 - Conservation/Recreation
- Streets





**Amended Site Plan
Heartland Community College (1500 W. Raab Road)
Phase II Campus Expansion**

Case #: 07-11-19-PC
Applicant: Heartland Community College
Location: 1500 W. Raab Road
Date: November 8, 2007

Brief Description: Site Plan Amendment to construct the "Phase II Campus Project" at Heartland Community College

Staff Recommendation: Approval with landscaping and lighting conditions

PROJECT DESCRIPTION AND BACKGROUND:

The Heartland Community College property at 1500 W. Raab Road was annexed into the Town of Normal in 1998. A site plan was included as part of the annexation process (Res. No. 2457). The site plan was amended in 2002 to include additional instructional space and a "commons" building (Res. No. 3150) and amended again in 2004 for the addition of the Workforce Development Center and expanded parking (Res. No. 3582). The site plan was most recently amended in June 2007 to expand parking lot "N" at the northwest corner of Raab Road and Millennium Drive (Res. No. 4061).

Heartland has now submitted its Phase II – Campus Project for approval as a site plan amendment. The plan calls for the following:

1. Addition to the north end of the existing student center, located on the west side of the Heartland property
2. Construction of a new receiving building in the northwest portion of the property
3. Construction of a new classroom building ("Instructional Commons North") north of the existing classroom buildings and south of the Workforce Development Center
4. Construction of a new Community Education Center on the east side of the existing classroom buildings
5. Construction of a new Fitness and Recreation Center north of the Community Education Center
6. Construction of a new Child Care Center north of the fitness building
7. Addition of a parking lot east of the fitness and community education buildings

Detailed maps and building elevations have been provided by Heartland for review. The additional buildings and parking areas will not impact access onto Raab Road, although it is anticipated that the primary entrance into the Heartland campus will ultimately shift from the current signalized

intersection to the improved Millenium Drive. When this occurs, the signals would likely be moved rather than having both entrances signalized.

The internal circulation pattern will be maintained within the Heartland campus as well, with ample cross connections provided between buildings and parking areas. The design of the new buildings will complement the existing structures, using similar materials (brick and glass) and a similar standing seam metal roof design. The expanded campus area will comply with the Community Design Standards in regard to landscaping and lighting with two clarifications. First, the shade trees must be planted at an installation size of 2.5 caliper inches (the plan shows 2 inches). Second, the “elliptipar” building-mounted light fixtures must be cutoff. Town staff will attempt to clarify this with the architect prior to the public hearing. The pole lighting will match the fixtures in the existing Heartland parking areas.

The new developed areas will drain to the existing detention basin, which was originally built to accommodate campus growth. A vegetated swale will link the developed area to the basin.

Representatives from Heartland Community College will be available to answer questions about the theater during the public hearing.

ZONING & GENERAL LAND USE

	Zoning District	Land Use
Subject Property	S-2 Public Lands & Institutions	Heartland Community College
Adjacent North	County Agriculture	Interstate & Agriculture
Adjacent East	B-1 General Business	Mobile Home Court
Adjacent South	County Agriculture	Agriculture
Adjacent West	County Agriculture	Agriculture

PROJECT ANALYSIS/STAFF’S COMMENTS:

Sec. 15.6-12(E) of the code requires site plan approval for developments zoned S-2 Public Lands and Institutions. The site plan review standards, set forth in Sec. 15.8-5, are listed as follows:

- A. The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.
- B. The extent to which the proposal minimizes any adverse impact of the development upon adjoining land, including the hours of use and operation and the type and intensity of activities which may be conducted.
- C. The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.
- D. The extent to which the proposed development is essential or especially appropriate in view of the available alternatives within the Town.
- E. The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.

Town staff finds the proposed Phase II Campus Project to meet these standards. The expansion of the Heartland campus has been long expected and should cause no incompatibilities or negative affects on surrounding properties. The new buildings will be attractive and complementary to the existing buildings. Traffic flow will also be adequately maintained both on and off site.

The Division 14 Community Design Standards (CDS) also apply to the campus expansion. The standards apply to all development, even if the activity pertains to an already-developed site. In the case of Heartland Community College, Town staff is applying the CDS to the proposed expansion area and new parking area. As stated in the background section, the new parking area meets the outdoor lighting code and landscaping code on the condition that the building-mounted light fixtures be "cutoff" and that the shade trees be installed at 2.5 caliper inches.

The Planning Commission may also review the comments contained in the "Consistency Review" evaluation completed by the intergovernmental regional planning committee. This evaluation resulted in the grade of a "C" because the project meets all of the requirements without scoring enough bonus points to raise the grade to a "B". The consistency review comment section encourages the college to consider "green" development techniques, such as bioswales and other innovative stormwater treatment strategies, in order to make the college expansion more environmentally sustainable. The comments also include a recommendation to add more trees, in excess of the code requirement, to soften the impact of the large paved areas.

STAFF'S RECOMMENDATION:

For the reasons set forth above, staff recommends approval of the Amended Site Plan for Heartland Community College's Phase II Campus Project with the condition that shade trees be planted at an installation size of 2.5 caliper inches and that the "elliptipar" light fixture be cutoff.

TOWN COUNCIL ACTION REPORT

November 15, 2007

Ordinance Regulating Insight Midwest Basic Cable Rates

PREPARED BY: Steven D. Mahrt, Corporation Counsel

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Ordinance

BACKGROUND

The federal government allows municipalities a limited role in regulating the rates charged by cable television companies. The 1992 Cable Television Protection and Competition Act permits cities to regulate rates charged for basic tier cable services and certain equipment and installation charges. This limited ability to regulate is further limited by federal law that mandates a finding of "reasonable rates" if the proposed rates fall within certain guidelines established by the Federal Communications Commission. Insight Midwest has filed the required FCC forms verifying that the proposed rates fall within FCC guidelines.

DISCUSSION/ANALYSIS

Insight Midwest is requesting authority to raise the rate for basic cable services from \$15.00 per month to an amount less than or equal to \$15.33 per month. The maximum amount allowed by FCC regulations is \$15.33. If Insight raises basic rates to the maximum allowed by law the increase is approximately 2.2%

Insight is not proposing an increase at this time for equipment and installation charges.

Based on Federal regulations, it is appropriate for the Town Council to approve the proposed maximum basic cable rate for Insight Midwest.

ORDINANCE NO. _____

AN ORDINANCE REGULATING INSIGHT MIDWEST BASIC CABLE RATES

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 authority pursuant to the Federal Communication Commission to regulate basic service tier cable rates and rates charged for associated equipment and installation; and

WHEREAS, the Town of Normal did on December 20, 1993 approve an ordinance prescribing regulations for rates charged to cable television subscribed for the basic service tier; and

WHEREAS, the Town by Ordinance 4225, dated April 18, 1994, approved cable rates for TCI of Bloomington-Normal Inc.; and

WHEREAS, the Town Ordinance No. 4269, dated November 12, 1994, approved revised cable rates for TCI of Bloomington-Normal, Inc.; and

WHEREAS, the Town by Ordinance No. 4417, dated October 21, 1996, approved revised cable rates for TCI of Bloomington-Normal, Inc. which rates were effective from June 1996; and

WHEREAS, the Town by Ordinance No. 4450, dated May 5, 1997, approved revised cable rates for TCI of Bloomington-Normal, Inc. which rates were effective June 1, 1997; and

WHEREAS, the Town by Ordinance No. 4528, dated May 18, 1998, approved revised cable rates for TCI of Bloomington-Normal, Inc. which rates were effective from June 1, 1998; and

WHEREAS, the Town by Ordinance No. 4589 dated April 19, 1999, approved revised cable rates for TCI of Bloomington-Normal, Inc. which rates were effective from June 1, 1999; and

WHEREAS, the Town by Ordinance No. 4651 dated May 15, 2000, approved revised cable rates for TCI of Bloomington-Normal, Inc. which rates were effective from July 1, 2000; and

WHEREAS, the Town by Ordinance No. 4722 dated May 21, 2001, approved revised cable rates for Insight Midwest which rates were effective July 1, 2001; and

WHEREAS, the Town by Ordinance No. 4830 dated July 1, 2002, approved revised cable rates for Insight Midwest which rates were effective August 1, 2002; and

WHEREAS, the Town by Ordinance No. 4871 dated May 19, 2003, approved revised cable rates for Insight Midwest which rates were effective July 1, 2003; and

WHEREAS, the Town by Ordinance No. 5038 dated November 21, 2005, approved revised cable rates for Insight Midwest which rates were effective February 1, 2006; and

WHEREAS, Insight Midwest submitted rate information on the required FCC forms for an adjustment in rates effective February 1, 2008; and

WHEREAS, after review of rate information supplied by Insight Midwest and after holding a public hearing on cable tv rates the Town Council finds it in the best interests of the health, safety and welfare of the citizens of Normal to approve the rates proposed by Insight Midwest.

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

SECTION ONE: That the Normal Town Council finds that the following rates proposed by Insight Midwest fall within the FCC guidelines as reasonable rates and hereby permit the imposition of such rates within the Town of Normal from and after February 1, 2008:

	Current Rate	Proposed Rate
Basic Service	\$15.00	\$15.33 maximum

SECTION TWO: It is further ordered that the rates established herein shall not increase for the basic service tier or associated equipment unless Insight Midwest shall have notified subscribers at least thirty days before the date of such increase and the Town Council has had an opportunity to review the proposed increase in accordance with FCC guidelines and at least one year has passed from the date of this ordinance. The foregoing shall not prohibit any interim adjustments allowed pursuant to FCC regulations.

SECTION THREE: That the Town Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION FOUR: That this ordinance shall take effect ten days after the date of its publication.

SECTION FIVE: That this ordinance is adopted pursuant to Home Rule Authority granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007, with _____ voting aye; _____ abstaining; _____ voting nay: and _____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Lawlis							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2007.

TOWN COUNCIL ACTION REPORT

November 15, 2007

Ordinance Authorizing the 2007 Property Tax Levy

PREPARED BY: Ronald J. Hill, Director of Finance

REVIEWED BY: Mark R. Peterson, City Manager
Pamela S. Reece, Assistant City Manager
Steven D. Mahrt, Corporation Counsel

BUDGET IMPACT: The proposed levy will result in property tax revenue totaling \$8,175,000 in FY 2008-09.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Tax Levy Ordinance, Summary of Past Levy Amounts

BACKGROUND

It is a statutory requirement that on or before the last Tuesday of December Council approve and file the tax levy with the County Clerk. McLean County will assess a tax rate to produce the dollars levied in this ordinance. The current year budget provides the authority to levy property taxes for the following year.

Council reviewed the proposed 2007 property tax levy on October 15, 2007 and directed staff to prepare the tax levy ordinance. The 2007 Tax Levy Ordinance, if approved, would make various sums of money available to the Town of Normal for specified purposes through the collection of real estate taxes.

All statutory requirements have been met, including Council review of this proposed tax levy on October 15, 2007. A public hearing on the proposed tax levy is not required since the total increase over last year's levy is less than 5%. The total recommended tax levy for 2007 is \$12,608,152, and is comprised of the following: General Fund, IMRF, Social Security, Police Pension, Fire Pension, Normal Public Library, G.O. Bond Funds, and Special Service Area (SSA) Bonds.

DISCUSSION/ANALYSIS

The net recommended property tax levy for 2007 represents a \$377,009 (4.83%) increase over last year's levy. The proposed levy reflects an increase in the levies for Police Pension (2.35%), Fire Pension (2.85%), Social Security (8.75%) and IMRF (8%). The Police and Fire pension levies are controlled by State statute and have been calculated by an actuary. The proposed Library levy has been increased 7.97%. No increase is reflected for the General Fund levy. This will be the fourth consecutive year that the General Fund tax levy has remained unchanged.

TOWN COUNCIL ACTION REPORT

The 2007 property tax rate is projected to decrease .0019 cents, which would produce a rate of \$1.0855. This tax rate assumes a 5% increase in equalized assessed valuation. Actual assessed values will not be known until July, 2008. Increases above 5% will lower the tax rate below current projections. The average assessed value increased 6.3% between 1997 and 2006. The Town's 2006 assessed value increased 8.71%.

2007

TAX LEVY

ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE LEVYING FOR CORPORATE PURPOSES EXCLUSIVE OF ROAD AND BRIDGE TAXES FOR THE CURRENT FISCAL YEAR COMMENCING ON THE 1ST DAY OF APRIL, 2007 AND ENDING ON THE 31ST DAY OF MARCH, 2008 FOR THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS.

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

SECTION ONE: That there is hereby levied and assessed on all real estate and personal property within the corporate limits of the Town of Normal, McLean County, Illinois, subject to taxation as that property is assessed and equalized for State and County purposes for that current year for the specified purpose of defraying the necessary expenses and liabilities of the Town of Normal for the current fiscal year ending March 31, 2008 the sum of TWELVE MILLION SIX HUNDRED EIGHT THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$12,608,152) which sum was heretofore legally budgeted, and said levy is made by virtue of and in accordance with the statutes of the State of Illinois in such cases made and provided and is to be collected from the tax levy of the fiscal year of said Town of Normal ending as aforesaid for the corporate purposes of said Town. The specific amounts as levied for the various objects and purposes hereafter set out appear in the right-hand column under the designation of "LEVIED" and are the objects and purposes as follows:

Levy for General Corporate Purposes

Police Department	Fund #: 001 Dept #: 6010	Budget	Levied
	<u>Personal Services</u>		
For Police Officer Salaries (46)		<u>\$2,561,215</u>	<u>\$1,600,000</u>
Grand Total for Police Department		\$2,561,215	\$1,600,000
Making a Total Levy for General Corporate Purposes of:		\$2,561,215	\$1,600,000

Levy for General Bond Debt & Interest

2003 G.O. Bond Fund	Fund #: 440 Dept #: 3010	Budget	Levied
<u>General Expenses</u>			
For Interest Expense		\$ 425,000	\$ 898,349
Grand Total for 2003 G.O. Bond Fund		\$ 425,000	\$ 898,349
2004 G.O. Bond Fund	Fund #: 450 Dept #: 3010	Budget	Levied
<u>General Expenses</u>			
For Principal		\$ 98,900	\$ 98,900
For Interest Expense		\$ 467,498	\$ 469,297
Grand Total for 2004 G.O. Bond Fund		\$ 566,398	\$ 568,197
2005 G.O. Bond Fund	Fund #: 460 Dept #: 3010	Budget	Levied
<u>General Expenses</u>			
For Interest Expense		\$ 238,110	\$ 536,098
Grand Total for 2005 G.O. Bond Fund		\$ 238,110	\$ 536,098
2006 G.O. Bond Fund	Fund #: 470 Dept #: 3010	Budget	Levied
<u>General Expenses</u>			
For Interest Expense		\$ 424,620	\$ 424,620
Grand Total for 2006 G.O. Bond Fund		\$ 424,620	\$ 424,620

2007 G.O. Bond Fund	Fund #: 472 Dept #: 3010	Budget	Levied
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General Expenses

For Interest Expense		<u>\$1,152,000</u>	<u>\$ 1,370,000</u>
Grand Total for 2007 G.O. Bond Fund		\$1,152,000	\$ 1,370,000

Special Service Area Bond Fund	Fund #: 480 Dept #: 3010	Budget	Levied
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General Expenses

For Interest Expense		<u>\$ 460,888</u>	<u>\$ 635,888</u>
Grand Total for Special Service Area Bond Fund		\$ 460,888	\$ 635,888

Making a Total General Bonded Indebtedness Corporate Purpose of: \$3,267,016 \$ 4,433,152

Levy for Special Corporate Purposes

Police Pension	Fund #: 709	Dept #: 6070	Budget	Levied
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General Expenses

For Pension Payments	<u>\$1,262,000</u>	<u>\$ 1,262,000</u>
Grand Total for Police Pension	\$1,262,000	\$ 1,262,000

Fire Pension	Fund #: 714	Dept #: 6550	Budget	Levied
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General Expenses

For Pension Payments	<u>\$1,085,000</u>	<u>\$ 1,085,000</u>
Grand Total for Fire Pension	\$1,085,000	\$ 1,085,000

Normal Public Library	Fund #: 221 Dept #: 9010.	Budget	Levied
<u>Personal Services</u>			
For Library Administrators (3)		\$ 247,238	\$ 247,238
For Librarians (10)		\$ 499,120	\$ 499,120
For Library Assistants (25)		\$ 766,156	\$ 766,156
For Library Custodians (2)		\$ 81,210	\$ 81,210
For Employee Health Insurance		\$ 180,111	\$ 180,111
For Employer's Social Security		\$ 119,190	\$ 119,190
For Employer's IMRF		\$ 139,127	\$ 139,127
Total		\$ 2,032,152	\$ 2,032,152
<u>Operations & Contractual Services</u>			
For Printing		\$ 11,375	\$ 11,375
For Dues		\$ 1,740	\$ 1,740
For Training		\$ 12,050	\$ 12,050
For Property Maintenance		\$ 47,456	\$ 47,456
For Utilities - Gas		\$ 5,500	\$ 5,500
For Utilities - Electric		\$ 31,500	\$ 31,500
For Telephone		\$ 12,045	\$ 12,045
For Liability Insurance		\$ 28,565	\$ 28,565
For Resource Sharing Alliance		\$ 57,750	\$ 57,750
For Professional Services		\$ 38,840	\$ 38,840
Total		\$ 246,821	\$ 246,821
<u>Supplies & Materials</u>			
For Operating Supplies		\$ 43,299	\$ 43,299
For Books for Public Library		\$ 276,925	\$ 225,728
For Periodical Subscriptions		\$ 27,357	\$ -
For Books on Tape		\$ 25,500	\$ -
For CDs		\$ 14,122	\$ -
For Videos		\$ 25,526	\$ -
For Children's Programs		\$ 5,565	\$ -
Total		\$ 418,294	\$ 269,027
<u>General Expenses</u>			
For City of Bloomington Taxes		\$ 36,000	\$ -
For Periodical Reference Network		\$ 40,000	\$ -
For Computer Software		\$ 14,245	\$ -
For Computers and Attachments		\$ 15,000	\$ -
For Circulation Equipment		\$ 2,258	\$ -
Total		\$ 107,503	\$ -
<u>Capital</u>			
For Computer Printers		\$ 3,000	\$ -
For Roof Replacement		\$ 25,000	\$ -
Total		\$ 28,000	\$ -
Department Total		\$ 2,832,770	\$ 2,548,000

I.M.R.F. Fund #: 001 Budget Levied

Personal Services

<u>For Retirement:</u>	<u>Dept #:</u>		
Administration	1010	\$ 38,025	\$ 38,025
Uptown Project	1040	\$ 21,155	\$ 21,155
Town Clerk	1510	\$ 15,150	\$ 15,150
Corporation Counsel	2010	\$ 28,060	\$ 28,060
Facility Management	2510	\$ 33,255	\$ 33,255
Finance	3010	\$ 59,610	\$ 59,610
Fire	6510	\$ 4,780	\$ 4,780
Fire Prevention	6520	\$ 15,940	\$ 15,940
Human Resources	4510	\$ 20,980	\$ 20,980
Information Technology	4010	\$ 37,550	\$ 37,550
Inspections	5510	\$ 100,235	\$ 100,235
Parks & Rec - Administration	8510	\$ 55,240	\$ 55,240
Parks & Rec - Park Maintenance	8515	\$ 100,560	\$ 100,560
Parks & Rec - Before & After School Program	8520	\$ 6,790	\$ 6,790
Parks & Rec - Tournament	8525	\$ 100	\$ 100
Parks & Rec - Normal Theater	8535	\$ 5,675	\$ 5,675
Parks & Rec - Golf Course	8540	\$ 4,895	\$ 4,895
Park & Rec - Golf Course Maintenance	8541	\$ 8,815	\$ 8,815
Parks & Rec - Children's Discovery Museum	8550	\$ 34,640	\$ 34,640
Police	6010	\$ 63,390	\$ 63,390
Public Works - Administration	7010	\$ 16,465	\$ 16,465
Public Works - Street Maint	7020	\$ 119,625	\$ 119,625
Public Works - Equip Maint	7015	\$ 37,855	\$ 19,065
Public Works - Engineering	7030	\$ 67,840	\$ -
Public Works - Waste Removal	7025	\$ 52,035	\$ -
Purchasing	3510	\$ 9,125	\$ -
Total		<u>\$ 957,790</u>	<u>\$ 810,000</u>

Social Security	Fund #: 001	Budget	Levied
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Personal Services

<u>For Retirement:</u>	<u>Dept #:</u>		
Mayor and Trustees	0510	\$ 2,970	\$ 2,970
Administration	1010	\$ 27,815	\$ 27,815
Uptown Project	1040	\$ 15,545	\$ 15,545
Town Clerk	1510	\$ 11,130	\$ 11,130
Corporation Counsel	2010	\$ 20,620	\$ 20,620
Facility Management	2510	\$ 24,440	\$ 24,440
Finance	3010	\$ 44,275	\$ 44,275
Fire	6510	\$ 51,975	\$ 51,975
Fire Prevention	6520	\$ 11,715	\$ 11,715
Human Resources	4510	\$ 15,420	\$ 15,420
Information Technology	4010	\$ 27,590	\$ 27,590
Inspections	5510	\$ 73,660	\$ 73,660
Parks & Rec - Administration	8510	\$ 42,090	\$ 42,090
Parks & Rec - Park Maintenance	8515	\$ 88,350	\$ 88,350
Parks & Rec - Before & After School Program	8520	\$ 24,160	\$ 24,160
Parks & Rec - Softball Tournaments	8525	\$ 1,570	\$ 1,570
Parks & Rec - Athletic Program	8560	\$ 7,110	\$ 7,110
Parks & Rec - Youth Programs	8565	\$ 10,340	\$ 10,340
Parks & Rec - Teen Programs	8570	\$ 4,910	\$ 4,910
Parks & Rec - Special Events	8575	\$ 80	\$ 80
Parks & Rec - Rec Concessions	8620	\$ 3,520	\$ 3,520
Parks & Rec - Aquatics	8530	\$ 29,145	\$ 29,145
Parks & Rec - Aquatic Concessions	8630	\$ 3,670	\$ 3,670
Parks & Rec - Normal Theater	8535	\$ 6,195	\$ 6,195
Parks & Rec - Golf Course	8540	\$ 8,725	\$ 8,725
Parks & Rec - Golf Course Maintenance	8541	\$ 13,745	\$ 13,745
Parks & Rec - Golf Concessions	8650	\$ 1,325	\$ 1,325
Parks & Rec - Children's Discovery Museum	8550	\$ 35,780	\$ 35,780
Police	6010	\$ 120,895	\$ 120,895
Public Works - Administration	7010	\$ 12,100	\$ 12,100
Public Works - Street Maint	7020	\$ 92,845	\$ 92,845
Public Works - Equip Maint	7015	\$ 27,745	\$ 27,745
Public Works - Engineering	7030	\$ 50,365	\$ 8,545
Public Works - Waste Removal	7025	\$ 38,615	\$ -
Purchasing	3510	\$ 6,705	\$ -
Total		<u>\$ 957,140</u>	<u>\$ 870,000</u>

Making a Total Levy for Special Corporate Purposes Of: \$ 7,094,700 \$ 6,575,000

Total Levied for the Town of Normal: \$ 12,922,931 \$ 12,608,152

RECAPITULATION

	<u>BUDGET</u>	<u>LEVIED</u>
Taxes levied for General Corporate Purposes	\$ 2,561,215	\$ 1,600,000
Taxes levied for General Bonded Indebtedness	\$ 3,267,016	\$ 4,433,152
Taxes levied for Special Corporate	\$ 7,094,700	\$ 6,575,000
TOTAL TAXES LEVIED FOR GENERAL ADMINISTRATION AND SALARIES, GENERAL BONDED INDEBTEDNESS, AND SPECIAL CORPORATE PURPOSES	<u>\$12,922,931</u>	<u>\$12,608,152</u>

SECTION TWO: That the Town Clerk of the Town of Normal be and she is hereby directed, upon the passage and approval of this ordinance, to file a duly certified copy of this ordinance in the Office of the County Clerk of McLean County, Illinois, as provided by law. The amount hereby levied in Section One of this ordinance is required by said Town to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year ending March 31, 2008.

SECTION THREE: That the President of the Board of Trustees is hereby authorized to certify that this tax levy ordinance has been passed and approved in compliance with the Truth in Taxation Act.

SECTION FOUR: That the Town Clerk is hereby directed and authorized to attest the signature of the President of the Board of Trustees on the certification described in the foregoing section and file the same with a duly certified copy of this ordinance in the Office of County Clerk of McLean County, Illinois as provided by law.

SECTION FIVE: That the invalidity of any section or part of a section of this Ordinance shall not affect the validity of the remainder of this Ordinance or Section.

SECTION SIX: That the Town Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION SEVEN: That this ordinance is approved pursuant to the Home Rule Authority of the Town of Normal.

APPROVED:

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

ATTEST:

 Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007, with ____ voting aye; ____ abstaining; ____ voting nay; and ____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Scott							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2007.

CERTIFICATION OF COMPLIANCE WITH THE
TRUTH IN TAXATION ACT

I, Christopher Koos, the duly qualified and acting President (Mayor) of the Town of Normal, McLean County, Illinois, and the presiding officer of the Board of Trustees of said Town, do hereby certify that the 2007 tax levy of said Town attached hereto was adopted in full compliance with the provisions of Sections 4 through 7 of the Illinois "Truth in Taxation Act".

IN WITNESS WHEREOF, I have pleaded my official signature this _____
day of _____, 2007.

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

ATTEST:

Town Clerk

(seal)

SUMMARY OF CURRENT AND PAST YEAR LEVIES

<u>Year</u>	<u>General Levy</u>	<u>Total Levy</u>	<u>Tax Rate</u>
1977	\$ 1,141,151	\$ 1,658,948	\$ 1.4632
1978	1,179,026	1,647,208	1.2902
1979	901,732	1,421,338	1.0876
1980	990,298	1,670,108	1.1156
1981	998,935	1,908,047	1.1577
1982	1,010,000	1,990,000	1.1511
1983	1,175,000	2,185,000	1.2385
1984	1,626,100	2,448,000	1.3890
1985	1,700,000	2,538,000	1.4477
1986	1,762,462	2,658,548	1.4664
1987	1,762,462	2,783,962	1.3455
1988	2,082,160	3,231,809	1.1242
1989	1,336,900	3,476,800	1.2425
1990	1,445,000	3,789,750	1.2904
1991	1,520,000	4,012,000	1.3106
1992	1,605,000	4,011,000	1.4011
1993	1,554,000	4,011,000	1.3414
1994	1,468,000	4,011,000	1.2428
1995	1,468,000	4,070,000	1.1758
1996	1,468,000	4,265,000	1.1245
1997	1,468,000	4,445,000	1.0850
1998	1,468,000	4,601,000	1.0730
1999	1,468,000	4,830,000	1.0553
2000	1,468,000	5,071,000	1.0489
2001	1,718,000	5,683,000	1.1003
2002	1,718,000	5,966,000	1.0693
2003	1,718,000	6,955,000	1.1874
2004	1,600,000	7,150,000	1.1669
2005	1,600,000	7,430,800	1.1263
2006	1,600,000	7,798,000	1.0874
2007	1,600,000	8,175,000	

SUMMARY OF CURRENT AND PAST ASSESSED VALUES

<u>Year</u>	<u>Assessed Value</u>	<u>Fiscal Year</u>
1984	\$176,497,459	1985-86
1985	175,594,834	1986-87
1986	181,600,121	1987-88
1987	208,943,501	1988-89
1988	287,581,336	1989-90
1989	328,964,442	1990-91
1990	340,651,644	1991-92
1991	357,475,555	1992-93
1992	301,922,966	1993-94
1993	316,227,443	1994-95
1994	335,414,961	1995-96
1995	354,843,664	1996-97
1996	388,782,924	1997-98
1997	421,271,804	1998-99
1998	441,876,636	1999-00
1999	457,686,827	2000-01
2000	483,473,684	2001-02
2001	516,477,152	2002-03
2002	557,926,556	2003-04
2003	585,688,950	2004-05
2004	612,733,725	2005-06
2005	659,773,612	2006-07
2006	717,236,194	2007-08

ASSESSED VALUE SUMMARY

<u>Description</u>	<u>2005</u>	<u>2006</u>	<u>Net Change</u>
Commercial	\$198,893,123	\$215,250,284	\$ 16,357,161
Residential	448,129,370	488,199,628	40,070,258
Farm	782,831	870,700	87,869
Industrial	11,212,308	12,043,948	831,640
Railroad	<u>755,980</u>	<u>871,634</u>	<u>115,654</u>
 TOTAL	 \$ 659,773,612	 \$ 717,236,194	 \$ 57,462,582

TOWN COUNCIL ACTION REPORT

November 15, 2007

Ordinances Authorizing the Abatement of 2007 Property Taxes for Debt Service

PREPARED BY: Ronald J. Hill, Director of Finance

REVIEWED BY: Mark R. Peterson, City Manager
Pamela S. Reece, Assistant City Manager
Steven D. Mahrt, Corporation Counsel

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Ordinances

BACKGROUND

Attached are five ordinances required to abate \$3,797,264 in property taxes for the 2003, 2004, 2005, 2006 and 2007 General Obligation bond issues. The 2003 bond issue was approved on December 1, 2003. The 2004 bond issue was approved on August 16, 2004. The 2005 bonds were approved May 16, 2005, the 2006 bonds were approved March 20, 2006 and the 2007 bonds were approved February 19, 2007. State law requires the County to levy property taxes for the payment of these bonds. A municipality is permitted to abate the tax if sufficient funds are on hand to make the required principal and interest payments. Rather than levy a tax for the payment of these obligations, the Town has budgeted sufficient sums from other sources in the General, Water, and Sewer Funds to service this debt.

The one exception to the abatement process relates to the Special Service Area (SSA) bonds issued for the Shoppes at College Hills development. The SSA bonds will be abated to the extent that the rebated 2/3 of the 1% sales tax dollars are available to meet required principal and interest payments. These bonds can not be abated prior to December 31, 2007. This abatement calculation, based upon rebated sales tax on hand, will be made in January 2008. Council will then be requested to abate all or a portion of the 2007 levy, as necessary. This component of the tax levy has no impact on the overall Town property tax rate, which is estimated to be \$1.0855.

DISCUSSION/ANALYSIS

In order to abate the 2007 tax levy, collectible in 2008, it is appropriate that Council approve the proposed abatement ordinances that will certify to the County Clerk that sufficient funds are on hand or will be on hand when the principal and interest payments become due on June 1, 2008 and December 1, 2008, respectively.

TOWN COUNCIL ACTION REPORT

The required abatements are itemized below:

■ 2003 Bond Issue	\$898,349
■ 2004 Bond Issue	568,197
■ 2005 Bond Issue	536,098
■ 2006 Bond Issue	424,620
■ 2007 Bond Issue	<u>1,370,000</u>
Total	\$3,797,264

A recommendation for abatement of the SSA bonds will be submitted to Council in January 2008. By one motion, Council may approve all proposed ordinances to abate the property taxes for the 2003, 2004, 2005, 2006 and 2007 bond issues.

ORDINANCE NO. _____

AN ORDINANCE ABATING THE LEVY OF TAXES FOR GENERAL OBLIGATION CORPORATE PURPOSE BONDS SERIES OF 2003 FOR THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS AS AUTHORIZED BY THE TOWN COUNCIL ON DECEMBER 1, 2003 BY ORDINANCE NO. 4916

WHEREAS, the Town of Normal, Illinois, has a population in excess of 25,000 and pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, is therefore a Home Rule Unit which may exercise any power or perform any function pertaining to its government and affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on the 1st day of December, 2003, the Normal Town Council did adopt Ordinance No. 4916, providing for the issuance of General Obligation Bonds of the Town of Normal, in the amount of \$10,000,000.00, backed by the full faith and credit of the Town of Normal, the proceeds of which to be used for public purposes; and

WHEREAS, the Town of Normal did, at a subsequent date, file a certified copy of Ordinance No. 4916 with the Office of the County Clerk of McLean County, directing by said Ordinance that said Clerk shall in the years of 2004 to 2021 both years included, levy against the taxable property within said town and extend for collection on the tax books an amount to provide for the payment of interest and principal upon the Bonds previously authorized and sold per a schedule established in said Ordinance; and

WHEREAS, the Town Council desires to abate said tax levy for the year 2007, on the basis of having sufficient funds on hand to pay the requirements of said Ordinance No. 4916.

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

SECTION ONE: That the County Clerk of McLean County, Illinois, is hereby authorized and directed by the Town Council for the Town of Normal, Illinois, to abate the tax of \$898,349.00, heretofore provided by the filing of Ordinance No. 4916, which Ordinance provided for the issuance of \$10,000,000.00 in General Obligation Corporate Purpose Bonds of the Town of Normal and the levy of a sufficient tax as set forth in said Ordinance, which Ordinance was passed on December 1, 2003, and a certified copy of which was filed with the County Clerk, McLean County, thereafter.

SECTION TWO: That the Town of Normal declares that funds are, or will be on hand to pay the tax levied by the above described Ordinance for the Fiscal Year commencing April 1, 2007 and that the levy of the tax as provided in the aforesaid

Ordinance No. 4916 for said fiscal year is unnecessary, therefore, the County Clerk is directed to abate and not extend the said tax.

SECTION THREE: That the Town Clerk is hereby directed and authorized to file a certified copy of the Ordinance in the Office of the County Clerk prior to November 30, 2007.

SECTION FOUR: That except as provided herein, the Municipal Code, Town of Normal, Illinois, 1969, shall remain in full force and effect.

SECTION FIVE: That the Town Clerk be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION SIX: That this Ordinance is adopted pursuant to the Home Rule Authority, granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007, with ____ voting aye; _____ abstaining; _____ voting nay; and ____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Scott							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2007.

ORDINANCE NO. _____

AN ORDINANCE ABATING THE LEVY OF TAXES FOR GENERAL OBLIGATION CORPORATE PURPOSE BONDS SERIES OF 2004 FOR THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS AS AUTHORIZED BY THE TOWN COUNCIL ON AUGUST 16, 2004 BY ORDINANCE NO. 4964

WHEREAS, the Town of Normal, Illinois, has a population in excess of 25,000 and pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, is therefore a Home Rule Unit which may exercise any power or perform any function pertaining to its government and affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on the 16th day of August, 2004, the Normal Town Council did adopt Ordinance No. 4964, providing for the issuance of General Obligation Bonds of the Town of Normal, in the amount of \$10,000,000.00, backed by the full faith and credit of the Town of Normal, the proceeds of which to be used for public purposes; and

WHEREAS, the Town of Normal did, at a subsequent date, file a certified copy of Ordinance No. 4964 with the Office of the County Clerk of McLean County, directing by said Ordinance that said Clerk shall in the years of 2004 to 2027 both years included, levy against the taxable property within said town and extend for collection on the tax books an amount to provide for the payment of interest and principal upon the Bonds previously authorized and sold per a schedule established in said Ordinance; and

WHEREAS, the Town Council desires to abate said tax levy for the year 2007, on the basis of having sufficient funds on hand to pay the requirements of said Ordinance No. 4964.

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

SECTION ONE: That the County Clerk of McLean County, Illinois, is hereby authorized and directed by the Town Council for the Town of Normal, Illinois, to abate the tax of \$568,197.00, heretofore provided by the filing of Ordinance No. 4916, which Ordinance provided for the issuance of \$10,000,000.00 in General Obligation Corporate Purpose Bonds of the Town of Normal and the levy of a sufficient tax as set forth in said Ordinance, which Ordinance was passed on August 16, 2004, and a certified copy of which was filed with the County Clerk, McLean County, thereafter.

SECTION TWO: That the Town of Normal declares that funds are, or will be on hand to pay the tax levied by the above described Ordinance for the Fiscal Year commencing April 1, 2007 and that the levy of the tax as provided in the aforesaid

Ordinance No. 4964 for said fiscal year is unnecessary, therefore, the County Clerk is directed to abate and not extend the said tax.

SECTION THREE: That the Town Clerk is hereby directed and authorized to file a certified copy of the Ordinance in the Office of the County Clerk prior to November 30, 2007.

SECTION FOUR: That except as provided herein, the Municipal Code, Town of Normal, Illinois, 1969, shall remain in full force and effect.

SECTION FIVE: That the Town Clerk be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION SIX: That this Ordinance is adopted pursuant to the Home Rule Authority, granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007, with ____ voting aye; _____ abstaining; _____ voting nay; and ____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Scott							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2007.

ORDINANCE NO. _____

AN ORDINANCE ABATING THE LEVY OF TAXES FOR GENERAL OBLIGATION CORPORATE PURPOSE BONDS SERIES OF 2005 FOR THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS AS AUTHORIZED BY THE TOWN COUNCIL ON MAY 16, 2005 BY ORDINANCE NO. 5008

WHEREAS, the Town of Normal, Illinois, has a population in excess of 25,000 and pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, is therefore a Home Rule Unit which may exercise any power or perform any function pertaining to its government and affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on the 16th day of May, 2005, the Normal Town Council did adopt Ordinance No. 5008, providing for the issuance of General Obligation Bonds of the Town of Normal, in the amount of \$10,000,000.00, backed by the full faith and credit of the Town of Normal, the proceeds of which to be used for public purposes; and

WHEREAS, the Town of Normal did, at a subsequent date, file a certified copy of Ordinance No. 5008 with the Office of the County Clerk of McLean County, directing by said Ordinance that said Clerk shall in the years of 2005 to 2028 both years included, levy against the taxable property within said town and extend for collection on the tax books an amount to provide for the payment of interest and principal upon the Bonds previously authorized and sold per a schedule established in said Ordinance; and

WHEREAS, the Town Council desires to abate said tax levy for the year 2007, on the basis of having sufficient funds on hand to pay the requirements of said Ordinance No. 5008.

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

SECTION ONE: That the County Clerk of McLean County, Illinois, is hereby authorized and directed by the Town Council for the Town of Normal, Illinois, to abate the tax of \$536,098.00, heretofore provided by the filing of Ordinance No. 5008, which Ordinance provided for the issuance of \$10,000,000.00 in General Obligation Corporate Purpose Bonds of the Town of Normal and the levy of a sufficient tax as set forth in said Ordinance, which Ordinance was passed on May 16, 2005, and a certified copy of which was filed with the County Clerk, McLean County, thereafter.

SECTION TWO: That the Town of Normal declares that funds are, or will be on hand to pay the tax levied by the above described Ordinance for the Fiscal Year commencing April 1, 2007 and that the levy of the tax as provided in the aforesaid

Ordinance No. 5008 for said fiscal year is unnecessary, therefore, the County Clerk is directed to abate and not extend the said tax.

SECTION THREE: That the Town Clerk is hereby directed and authorized to file a certified copy of the Ordinance in the Office of the County Clerk prior to November 30, 2007.

SECTION FOUR: That except as provided herein, the Municipal Code, Town of Normal, Illinois, 1969, shall remain in full force and effect.

SECTION FIVE: That the Town Clerk be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION SIX: That this Ordinance is adopted pursuant to the Home Rule Authority, granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007, with ____ voting aye; _____ abstaining; _____ voting nay; and ____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Scott							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2007.

ORDINANCE NO. _____

AN ORDINANCE ABATING THE LEVY OF TAXES FOR GENERAL OBLIGATION CORPORATE PURPOSE BONDS SERIES OF 2006 FOR THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS AS AUTHORIZED BY THE TOWN COUNCIL ON MARCH 20, 2006 BY ORDINANCE NO. 5062

WHEREAS, the Town of Normal, Illinois, has a population in excess of 25,000 and pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, is therefore a Home Rule Unit which may exercise any power or perform any function pertaining to its government and affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on the 20th day of March, 2006, the Normal Town Council did adopt Ordinance No. 5008, providing for the issuance of General Obligation Bonds of the Town of Normal, in the amount of \$10,000,000, backed by the full faith and credit of the Town of Normal, the proceeds of which to be used for public purposes; and

WHEREAS, the Town of Normal did, at a subsequent date, file a certified copy of Ordinance No. 5062 with the Office of the County Clerk of McLean County, directing by said Ordinance that said Clerk shall in the years of 2006 to 2033 both years included, levy against the taxable property within said town and extend for collection on the tax books an amount to provide for the payment of interest and principal upon the Bonds previously authorized and sold per a schedule established in said Ordinance; and

WHEREAS, the Town Council desires to abate said tax levy for the year 2007, on the basis of having sufficient funds on hand to pay the requirements of said Ordinance No. 5062.

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

SECTION ONE: That the County Clerk of McLean County, Illinois, is hereby authorized and directed by the Town Council for the Town of Normal, Illinois, to abate the tax of \$424,620.00, heretofore provided by the filing of Ordinance No. 5062, which Ordinance provided for the issuance of \$10,000,000 in General Obligation Corporate Purpose Bonds of the Town of Normal and the levy of a sufficient tax as set forth in said Ordinance, which Ordinance was passed on March 20, 2006, and a certified copy of which was filed with the County Clerk, McLean County, thereafter.

SECTION TWO: That the Town of Normal declares that funds are, or will be on hand to pay the tax levied by the above described Ordinance for the Fiscal Year commencing April 1, 2007 and that the levy of the tax as provided in the aforesaid

Ordinance No. 5062 for said fiscal year is unnecessary, therefore, the County Clerk is directed to abate and not extend the said tax.

SECTION THREE: That the Town Clerk is hereby directed and authorized to file a certified copy of the Ordinance in the Office of the County Clerk prior to November 30, 2007.

SECTION FOUR: That except as provided herein, the Municipal Code, Town of Normal, Illinois, 1969, shall remain in full force and effect.

SECTION FIVE: That the Town Clerk be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION SIX: That this Ordinance is adopted pursuant to the Home Rule Authority, granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007, with ____ voting aye; _____ abstaining; _____ voting nay; and ____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Scott							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2007.

ORDINANCE NO. _____

AN ORDINANCE ABATING THE LEVY OF TAXES FOR GENERAL OBLIGATION CORPORATE PURPOSE BONDS SERIES OF 2007 FOR THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS AS AUTHORIZED BY THE TOWN COUNCIL ON FEBRUARY 19, 2007, BY ORDINANCE NO. 5118

WHEREAS, the Town of Normal, Illinois, has a population in excess of 25,000 and pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, is therefore a Home Rule Unit which may exercise any power or perform any function pertaining to its government and affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on the 19th day of February, 2007, the Normal Town Council did adopt Ordinance No. 5118, providing for the issuance of General Obligation Bonds of the Town of Normal, in the amount of \$24,700,000, backed by the full faith and credit of the Town of Normal, the proceeds of which to be used for public purposes; and

WHEREAS, the Town of Normal did, at a subsequent date, file a certified copy of Ordinance No. 5118 with the Office of the County Clerk of McLean County, directing by said Ordinance that said Clerk shall in the years of 2007 to 2034 both years included, levy against the taxable property within said town and extend for collection on the tax books an amount to provide for the payment of interest and principal upon the Bonds previously authorized and sold per a schedule established in said Ordinance; and

WHEREAS, the Town Council desires to abate said tax levy for the year 2007, on the basis of having sufficient funds on hand to pay the requirements of said Ordinance No. 5118.

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

SECTION ONE: That the County Clerk of McLean County, Illinois, is hereby authorized and directed by the Town Council for the Town of Normal, Illinois, to abate the tax of \$1,370,000.00, heretofore provided by the filing of Ordinance No. 5118, which Ordinance provided for the issuance of \$24,700,000 in General Obligation Corporate Purpose Bonds of the Town of Normal and the levy of a sufficient tax as set forth in said Ordinance, which Ordinance was passed on February 19, 2007, and a certified copy of which was filed with the County Clerk, McLean County, thereafter.

SECTION TWO: That the Town of Normal declares that funds are, or will be on hand to pay the tax levied by the above described Ordinance for the Fiscal Year commencing April 1, 2008 and that the levy of the tax as provided in the aforesaid

Ordinance No. 5118 for said fiscal year is unnecessary, therefore, the County Clerk is directed to abate and not extend the said tax.

SECTION THREE: That the Town Clerk is hereby directed and authorized to file a certified copy of the Ordinance in the Office of the County Clerk prior to November 30, 2007.

SECTION FOUR: That except as provided herein, the Municipal Code, Town of Normal, Illinois, 1969, shall remain in full force and effect.

SECTION FIVE: That the Town Clerk be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION SIX: That this Ordinance is adopted pursuant to the Home Rule Authority, granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007, with ____ voting aye; _____ abstaining; _____ voting nay; and ____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Scott							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2007.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2007.

Addendum

**TOWN OF NORMAL PLANNING COMMISSION MINUTES
THURSDAY, NOVEMBER 8, 2007, 5:00 P.M.
REGULAR MEETING, CITY HALL COUNCIL CHAMBERS
100 E. PHOENIX AVE., NORMAL, IL**

Members Physically Present:

Ms. Moonan, Mr. Bartley, Mr. Boser, Ms. Struck, and Ms. Hutchison

Members Absent:

Mr. Feid and Mr. McBride

Others Present:

Mr. Mahrt, Corporation Counsel, Mr. Troemel, Director of Inspections, Ms. Davison, Town Planner, Mr. Brown, Town Engineer, and Ms. McHenry, Office Associate

Call to Order:

Chairperson Moonan called the meeting to order at 5:00 p.m. and noted a quorum was present.

Approval of Minutes:

Minutes of the October 4, 2007, meeting were approved as submitted. Mr. Bartley moved to approve, seconded by Ms. Struck. Motion carried 5-0.

Public Hearing:

- a. 07-10-18-PC: Amendment to the Kelley Glen PUD (addition of a swimming pool and clubhouse), southeast corner of Raab Road and Henry Street (Applicant has requested that this item be carried over until the December 6, 2007, meeting.)**
- b. 07-11-19-PC: Site Plan Amendment, Heartland Community College, 1500 W. Raab Road (addition of numerous buildings and new parking area)**

Ms. Davison reviewed the Staff Report. She said that the buildings and landscaping were very similar to what now exists. They have agreed to meet the condition regarding 2-1/2" trees and the lights do meet code requirements. Regional Planning gave the project a grade "C". More sustainability would be recommended.

Ms. Hutchison asked if the project included the athletic fields. Ms. Davison said that this phase did not include the fields.

Ms. Struck asked if the walkway between the buildings was enclosed.

Mr. Randy West, BLDD Architects, 201 E. Grove St., Bloomington, IL, was sworn in by Chairperson Moonan. Mr. West said that there was a bridge connecting the buildings. He said that the designs are done with LEED concepts.

Chairperson Moonan asked about internal walking paths. Mr. West said that it was included in the master plan.

There was no one else to speak regarding the application.

Mr. Boser moved, seconded by Ms. Hutchison, to recommend approval of the application with Staff recommendations to Council.

Ayes: Mr. Bartley, Mr. Boser, Ms. Struck, Ms. Hutchison and Ms. Moonan

Nays: None

Motion declared carried.

- c. 07-11-20-PC: Zoning Map Amendment, One Normal Plaza PUD and Savannah Green PUD (To be carried over at the Town's request)**
- d. 07-11-21-PC: Removal of Lot 30 from the One Normal Plaza PUD (Town water distribution facility)(To be carried over at the Town's request)**
- e. 07-11-22-PC: Zoning Map Amendment, southwest of the intersection of Wylie Drive and West College Avenue (temporary pipeline material storage)**
- f. 07-11-23-PC: Site Plan, southwest of the intersection of Wylie Drive and West College Avenue (temporary pipeline material storage)**

Items "e" and "f" were considered together.

Chairperson Moonan said that the meeting would be adjourned at 6:30 p.m. and would be continued at the December meeting if necessary.

Ms. Davison reviewed the Staff Report. She said that Enbridge wanted to use the site for pipe storage. The Illico property is being prepared for use. The property to the south needs to be rezoned to M-1. They are requesting a waiver from the subdivision requirement. Staff does not want subdivision because it would create a lot without street frontage. Staff approves of the rezoning and a waiver from the landscaping requirements because it is a temporary use. They will return the site to agricultural use in approximately 15 to 18 months.

Mr. Boser asked if the only section to be restored was the area to be rezoned. Ms. Davison said that all the area would be restored but the zoning will remain M-1.

Chairperson Moonan said that the zoning is permanent. Ms. Davison said that it was and the waivers were only valid for the temporary use.

Ms. Struck asked if the top soil was going to be moved. Ms. Davison said that she did not know and would let the Enbridge people address that.

Mr. Joe Martucci, Enbridge Pipelines, 5823 Cliffside, Troy, MI, was sworn in by Chairperson Moonan.

Mr. Douglas B. Aller, 119 N 25 Street East, Superior, WI, was sworn in by Chairperson Moonan. Mr. Aller said that the top soil would be scraped and bermed 12" high and fabric would be placed over it to control erosion.

Ms. Struck asked if the gravel would be removed. Mr. Aller said that the gravel would be picked up and the ground would be de-compacted and the topsoil would be respread. Ms. Struck asked if the farmer was okay with this. Mr. Aller said that he was.

Ms. Hutchison asked if there was any affect on the ground by the pipes. Mr. Aller said no. Ms. Hutchison asked if the site was to be used just for storage. Mr. Aller said that it was. Ms. Hutchison asked if it was expected to be 15 to 24 months for completion. Mr. Aller said that it was.

Chairperson Moonan asked what would happen if the project was not approved. Mr. Aller said that they were pretty confident that it would be approved. Ms. Moonan asked if there was not enough room on the presently M-1 zoned site. Mr. Aller said that there was not enough room.

Ms. Hutchison asked if there would be any vehicles stored at the site. Mr. Aller said no.

Ms. Struck asked if there were any buildings to be built on the site. Mr. Aller said no, there may be a construction trailer. Ms. Struck asked what kind of trucks and what their size would be. Mr. Aller said that they would be semis and they would be approximately 80' long. Ms. Struck asked how many trips to and from the site there would be per day. Mr. Aller said that there would be about 30 trips per day to deliver the pipe. Ms. Struck asked how many there were be once they were operational. Mr. Aller said there would be less. Ms. Struck asked what route they would take. Mr. Aller said that they did not have a route for sure. A contractor would determine that and they would be responsible for road permits.

Mr. Bartley asked if there would be any trips through town. Mr. Aller said no. Mr. Bartley asked if there was any bonding required to guarantee that the land would be restored. Mr. Aller said that there was a contract with the land owner. Ms. Hutchison asked if the bonding would be possible. Mr. Mahrt said that it could be a condition of approval. Mr. Aller said that they could do that.

Mr. Mercer Turner, 1104 Tanger Ct., Normal, IL, was sworn in by Chairperson Moonan. Mr. Turner questioned Mr. Aller about the pipe and the project. He asked how many pieces of pipe there would be, what the size was, and how high they would be stacked. Mr. Aller said that there would be 70 miles of pipe in random lengths. They are 36" diameter and would be stacked three high on a 12" berm for a total of 10' in height.

Mr. Turner asked questions regarding the ordering and cost of the pipe and if it were returnable. Mr. Aller said that he did not wish to divulge the cost of the pipe due to competitors and they would resell the pipe if not used.

Mr. Turner asked when they planned to start. Mr. Aller said in the spring or early summer of 2008. Mr. Turner asked if they would be done in 24 months if they did not receive eminent domain. Mr. Aller said yes.

Mr. Turner asked what route would be used. Mr. Aller said that the contractors would determine the route. Mr. Turner asked if the contract with the owner was on file. Mr. Mahrt said that the Town has not previously required a copy of the lease. Mr. Aller said that there was a memo of the lease on file.

Mr. James Ondeck, 25358 North 1475 East Rd. Hudson, IL, was sworn in by Chairperson Moonan. Mr. Ondeck said that he is a farmer north of Normal and has property in Gridley Township that the pipeline will go through. He said that he is vice president of the Mackinaw Watershed Council. He said that the pipeline was not required to do an environmental impact study. He expressed concerns regarding the impact of the pipeline on the environment. He said that he objects to the pipeline project.

There was no one else to speak regarding the application.

Ms. Hutchison moved, seconded by Mr. Boser, to recommend approval of the applications to Council with Staff recommendations and conditions for restoration.

Ms. Hutchison asked if it was possible for temporary zoning. Ms. Davison said no and that this was the only way possible. Mr. Troemel said that the only other alternative would be to do a text amendment to allow for a special use in B-1. Mr. Mahrt said that the site plan approval is temporary, but not the zoning.

Ayes: Mr. Bartley and Mr. Boser

Nays: Ms. Struck, Ms. Hutchison and Ms. Moonan

Motion failed.

Other business:

Ms. Davison said that the BroMenn master plan presentation would be Monday, November 12 at 6:00 p.m.

Adjournment:

There being no further business, Ms. Struck moved, seconded by Ms. Hutchison, to adjourn the meeting at 5:50 p.m. Motion carried 5-0.

Respectfully submitted,

Sheila McHenry
Office Associate