

PROPOSED AGENDA FOR TOWN COUNCIL MEETING  
May 16, 2016  
7:00 p.m.

6:55 p.m. Special Meeting of the Normal Local Liquor Commission

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 May 2, 2016
  - B. Approval of Town of Normal Expenditures for Payment as of May 11, 2016
  - C. Resolution to Accept an Agreement from EA Architecture & Design, Inc. for Design Services in the Amount of \$28,000 for the Building Expansion at the 621 Linden Street Maintenance Facility
  - D. Resolution Authorizing the Extension of a Lease Agreement for the Police Department Substation on Orlando Avenue with Pria Inc.
  - E. Resolution Accepting Temporary Construction Easements from Advocate Health and Hospitals Corporation for the Virginia Avenue Improvement Project
  - F. Resolution to Appropriate \$880,000 of the Town's Allotment of Motor Fuel Tax Funds for the Improvement of Greenbriar Drive from Approximately 900' North of Shepard Road to Hershey Road
  - G. Resolution to Appropriate \$1,367,000 of the Town's Allotment of Motor Fuel Tax Funds for the Improvement of Hershey Road from Shepard Road to Greenbriar Drive
  - H. Ordinance Approving a License Agreement with Metro Fibernet LLC, for the Installation of a Fiber Optic Hut on Town Property at 700 Pine Street
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

## GENERAL ORDERS

6. Resolution Accepting Bids and Awarding a Contract to P.J. Hoerr, Inc. in the Amount of \$5,856,000 for Construction of the New Headquarters Fire Station
7. Ordinance Authorizing the Execution of a Development Agreement Involving the Purchase and Restoration of 305 Pine Street (Theresa Ryburn) and Approval of a \$148,000 Allocation from the 1% Sales Tax Proceeds for Replacement of the Parking Lot

## NEW BUSINESS

None

## CONCERNS

## ADJOURNMENT

# **Omnibus Vote**

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, FOURTH FLOOR UPTOWN STATION, 11 UPTOWN CIRCLE, NORMAL, MCLEAN COUNTY, ILLINOIS – MONDAY, MAY 2, 2016.

1. CALL TO ORDER:

Mayor Chris Koos called the regular meeting of the Normal Town Council to order at 7:00 p.m., Monday, May 2, 2016.

2. ROLL CALL:

The Clerk called the roll with the following persons physically

PRESENT: Mayor Chris Koos and Councilmembers Jeff Fritzen, Scott Preston, R.C. McBride, Kathleen Lorenz, and Kevin McCarthy. Also present were City Manager Mark Peterson, Deputy City Manager Pamela Reece, Corporation Counsel Brian Day and Town Clerk Wendy Briggs.

ABSENT: Councilmember Cheryl Gaines (arrived at 7:22 p.m.)

3. PLEDGE OF ALLEGIANCE:

Mayor Koos led the Pledge of Allegiance to the Flag.

4. OMNIBUS VOTE AGENDA:

Mayor Koos read aloud the items to be considered by the Omnibus Vote Agenda.

- A. APPROVAL OF THE MINUTES OF THE PUBLIC HEARING OF APRIL 18, 2016:  
APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF APRIL 18, 2016:
- B. APPROVAL OF TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF APRIL 27, 2016:
- C. RESOLUTION AUTHORIZING THE PURCHASE OF TWO PORTABLE CHANGEABLE MESSAGE SIGNS FOR THE PUBLIC WORKS DEPARTMENT FROM RIGHT WAY TRAFFIC CONTROL, INCORPORATED, IN THE AMOUNT OF \$32,000.00: Resolution No. 5276:
- D. RESOLUTION ACCEPTING A BID AND AUTHORIZING A CONTRACT WITH GOLF COURSE CONSTRUCTION AND RENOVATION OF TAYLOR RIDGE, IL, FOR THE RENOVATION OF SAND BUNKERS AT THE IRONWOOD GOLF COURSE AND APPROVAL OF A REQUIRED BUDGET ADJUSTMENT: Resolution No. 5277:
- E. RESOLUTION TO WAIVE THE FORMAL BIDDING PROCESS AND ACCEPT A PROPOSAL FROM M.E. SIMPSON CO., FOR A FIVE-YEAR AGREEMENT FOR LARGE METER TESTING SERVICES AND WATER DISTRIBUTION SYSTEM LEAK DETECTION SURVEY SERVICES:



- F. RESOLUTION AUTHORIZING EXECUTION OF AN ENERGY STRATEGIC PLAN PROGRAM AGREEMENT WITH THE CITY OF BLOOMINGTON AND ECOLOGY ACTION CENTER: Resolution No. 5278:
- G. CONDITIONAL RESOLUTION PARTIALLY APPROVING THE FINAL PLAT OF APOSTOLIC CHRISTIAN CHURCH SUBDIVISION FIRST ADDITION (4408 EAST RAAB ROAD): Resolution No. 5279:
- H. ORDINANCE AMENDING DIVISION 11 OF CHAPTER 26 OF THE TOWN OF NORMAL MUNICIPAL CODE – LEVEL 3 COMMUNICATIONS LLC FRANCHISE AGREEMENT: Ordinance No. 5637:

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

Item E was removed from the Omnibus Vote Agenda.

MOTION:

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

AYES: Fritzen, Preston, McBride, Lorenz, McCarthy, Koos.

NAYS: None.

ABSENT: Gaines.

Motion declared carried.

Mayor Koos announced Items A, B, C, D, F, G, and H were approved by the Omnibus Vote Agenda.

5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:

- E. RESOLUTION TO WAIVE THE FORMAL BIDDING PROCESS AND ACCEPT A PROPOSAL FROM M.E. SIMPSON CO., FOR A FIVE-YEAR AGREEMENT FOR LARGE METER TESTING SERVICES AND WATER DISTRIBUTION SYSTEM LEAK DETECTION SURVEY SERVICES: Resolution No 5280:

MOTION:

Councilmember Lorenz moved, seconded by Councilmember McCarthy, the Council Adopt a Resolution to Waive the Formal Bidding Process and Accept a Proposal from M.E. Simpson Co., for a Five-Year Agreement for Large Meter Testing Services and Water Distribution System Leak Detection Survey Services.

Councilmember Lorenz posed questions concerning the waiving of the formal bidding process for this Item. Water Director Steve Gerdes indicated this is

basically a single-source bidder and the Town has used this company for several years, therefore, they are fully up-to-date on the Town's meters and water system.

AYES: Preston, McBride, Lorenz, McCarthy, Fritzen, Koos.

NAYS: None.

ABSENT: Gaines.

Motion declared carried.

#### GENERAL ORDERS:

6. RESOLUTION APPROVING WAIVERS FROM THE UPTOWN DESIGN REVIEW CODE, CHAPTER 15, DIVISION 17 (ONE UPTOWN CIRCLE): Resolution No. 5281:

#### MOTION:

Councilmember McCarthy moved, seconded by Councilmember McBride, the Council Adopt a Resolution Approving Waivers from the Uptown Design Review Code, Chapter 15, Division 17, (One Uptown Circle).

City Manager Mark Peterson pointed out the proposed changes from the plan submitted with the development agreement. These changes consist of 1) the canopy adjacent to the Circle no longer has vegetation on top; 2) the sun shade structures on the south terrace have been eliminated; and 3) the outdoor terrace area on the west end of the West Beaufort elevation (facing the Hyatt) will not be built out. Mr. Peterson further indicated the development agreement would have to be amended to include these changes. Mr. Peterson expressed concern with the removal of the live vegetation on top of the canopy adjacent to the Circle. General Council discussion ensued.

AYES: McBride, Lorenz, McCarthy, Fritzen, Preston, Koos.

NAYS: None.

ABSENT: Gaines.

Motion declared carried.

7. RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE SOUTH SIDE BOARDING PLATFORM AND AUXILIARY WAITING ROOM AT THE NORMAL MULTIMODAL TRANSPORTATION CENTER: Resolution No. 5282:

#### MOTION:

Councilmember Preston moved, seconded by Councilmember Lorenz, the Council Adopt a Resolution Authorizing the Execution of Amendment Number 2 to the Intergovernmental Agreement with the Illinois Department of Transportation for the South Side Boarding Platform and Auxiliary Waiting Room at the Normal Multimodal Transportation Center.

AYES: Lorenz, McCarthy, Fritzen, Preston, McBride, Koos.

NAYS: None.

ABSENT: Gaines.

Motion declared carried.

GENERAL ORDERS:

8. PRESENTATION BY THE TOWN OF NORMAL WATER DIRECTOR STEVE GERDES ON THE RECENTLY COMPLETED WATER TREATMENT PLANT STUDY AND THE PLAN FOR IMPLEMENTING THE RECOMMENDATIONS OF THAT STUDY:

Water Director Steve Gerdes presented an overview of the recently completed Water Treatment Plant Study, as well as a plan for implementation of the study to the Council.

Councilmember Gaines arrived at 7:22 p.m.

The overall study contained such items as various safety issues, water quality, and the efficiency of the plant. Mr. Gerdes responded to questions and concerns from Council.

9. CONCERNS:

1. TRIP TO GERMANY:

Mayor Koos commented on his recent trip to Germany and the outstanding meetings he was able to attend.

2. ROCK THE BLOCK:

Councilmember McCarthy thanked everyone involved in the successful event in Uptown Normal – the Rock the Block celebration.

10. ADJOURNMENT:

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

MOTION:

Councilmember McBride moved, seconded by Councilmember McCarthy, the Regular Meeting of the Normal Town Council be Adjourned.

AYES: McCarthy, Gaines, Fritzen, Preston, McBride, Lorenz, Koos.

NAYS: None.

Motion declared carried.

Mayor Chris Koos adjourned the regular meeting of the Normal Town Council at 7:52 p.m., Monday, May 2, 2016.

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<b><u>General Fund</u></b>		
HARISH KUMAR KORA REVANNA	CAC RENTAL REFUND	\$180.00
EVERGREEN FS INC.	DIESEL FUEL	\$11,530.58
B-N WATER RECLAMATION DISTRICT	APRIL 16 TAP-ON FEES	\$2,975.00
CITY OF BLOOMINGTON	APR 16 USE TAX	\$108,907.91
ONSRUD, CRAIG	PRO SHOP INV PMT 4/10-4/2	\$2,468.10
ONSRUD, CRAIG	PRO SHOP TAX PMT 4/10-4/2	\$158.69
		<b>General Fund Total</b>
		\$126,220.28
<b><u>General Fund Mayor &amp; Council Administration</u></b>		
KOOS, CHRIS	TRAVEL REIMBURSEMENT-HANN	\$3,338.91
CARDMEMBER SERVICE	LUNCH MEETING	\$26.15
POTBELLY SANDWICH WORKS	COUNCIL DINNER	\$157.45
SECTY OF STATE-MOTOR VEH DIV	LICENSE PLATE RENWAL - MA	\$103.00
LYLE SUMEK ASSOCIATES INC	FINAL OFF SITE PREP	\$11,145.25
LYLE SUMEK ASSOCIATES INC	CONSULTATION & PLANNING	\$4,572.00
LYLE SUMEK ASSOCIATES INC	PERFORMANCE REPORTS	\$2,025.00
		<b>General Fund Mayor &amp; Council Administration Total</b>
		\$21,367.76
<b><u>General Fund Administration - City Mgr Boards &amp; Commissions</u></b>		
CARDMEMBER SERVICE	MCLP DINNER REGISTRATION	\$100.00
CARDMEMBER SERVICE	USU CULTURAL DINNER	\$80.00
		<b>General Fund Administration - City Mgr Boards &amp; Commissions Total</b>
		\$180.00
<b><u>General Fund Administration - City Mgr City Manager</u></b>		
CARDMEMBER SERVICE	LUNCH MEETINGS	\$87.43
CARDMEMBER SERVICE	REFRESHMENTS	\$70.81
CARDMEMBER SERVICE	LODGING-PETERSON(CHI MTG)	\$371.62
CARDMEMBER SERVICE	ILCMA SUMMER MTG LODGING	\$166.02
CARDMEMBER SERVICE	LUNCH/DINNER MEETINGS	\$281.74
POTBELLY SANDWICH WORKS	TIGER GRANT REVIEW LUNCH	\$165.80
PARKWAY AUTO LAUNDRY	POOL CAR CLEANING	\$14.00
		<b>General Fund Administration - City Mgr City Manager Total</b>
		\$1,157.42
<b><u>General Fund Administration - City Mgr Uptown Project</u></b>		
CARDMEMBER SERVICE	CONES, GRABBERS, ETC	\$1,614.40
CARDMEMBER SERVICE	TRAIN WHISTLE, ADOBE FONT	\$304.30
CARDMEMBER SERVICE	ROCK THE BLOCK SUPPLIES	\$191.14
CARDMEMBER SERVICE	BIKE RACK	\$351.00
CARDMEMBER SERVICE	FOREIGN TRANSACTION FEES	\$5.92
CARDMEMBER SERVICE	GARLIC PRESS	\$23.33
CONTEMPORARY PRINTED PRODUCTS,	TOWN/GOWN GIVEAWAYS	\$1,016.24
JONATHON PAUL GEHRT	TRAIN DAY FACE PAINTING	\$200.00
		<b>General Fund Administration - City Mgr Uptown Project Total</b>
		\$3,706.33
<b><u>General Fund Administration - City Mgr Marketing &amp; Communication</u></b>		
CARDMEMBER SERVICE	AWC LUNCH	\$15.00
CARDMEMBER SERVICE	EXPO SPONSORSHIP, PORTABL	\$678.57
Multicultural Leadership	MCLP SPONSORSHIP	\$2,500.00
CONTEMPORARY PRINTED PRODUCTS,	TOWN/GOWN GIVEAWAYS	\$1,016.25
HARLAN VANCE COMPANY	TOWN/GOWN GIVEAWAYS	\$3,063.66
NORMAL ROTARY CLUB	4TH QTR DUES - H WAGNER	\$150.00
		<b>General Fund Administration - City Mgr Marketing &amp; Communication Total</b>
		\$7,423.48
<b><u>General Fund Administration - City Mgr General Expense Dept.</u></b>		
MUNICIPAL INS COOPERATIVE AGENC'	MICA PREMIUM & RENEWAL	\$1,130,044.00
MUNICIPAL INS COOPERATIVE AGENC'	MICA INSURANCE DEDUCTIBLE	\$1,000.00
T/N PETTY CASH-FINANCE DEPT	GOV'T DAY SNACKS AND PAPE	\$54.43
EDC OF B-N AREA	MONTHLY CONTRIBUTION	\$8,333.33
CARDMEMBER SERVICE	HOCKEY TICKETS	\$600.00
CARDMEMBER SERVICE	HOCKEY TICKETS	\$156.00
CARDMEMBER SERVICE	TARGET GIFT CARD (UNITED	\$20.00
Jason's Deli	VISION COMMITTEE LUNCH	\$308.62
CHARLES R HERDER ESTATE	DONATION REFUND TO CHARLE	\$570.45
NORMAL PROFESSIONAL BASEBALL LI	SPONSORSHIP/OLYMPIC NIGHT	\$6,000.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<b>General Fund Administration - City Mgr General Expense Dept. Total</b>		<b>\$1,147,086.83</b>
<b>General Fund Town Clerk Administration</b>		
T/N PETTY CASH-FINANCE DEPT	VINEYARDS RECORDING FEE	\$74.00
T/N PETTY CASH-FINANCE DEPT	FEASLEY CUMMINS RECORDING	\$78.00
T/N PETTY CASH-FINANCE DEPT	LIEN RECORDINGS (2)	\$46.00
KOLFILE PRESERVATION INC	ARCHIVAL RESTORATION	\$1,240.00
NORMALITE	HEARING NOTICE	\$160.00
COM MICROFILM COMPANY	RECORDS SCANNED/DIGITAL	\$1,441.64
<b>General Fund Town Clerk Administration Total</b>		<b>\$3,039.64</b>
<b>General Fund Corporation Counsel Administration</b>		
MCLEAN COUNTY BAR ASSOCIATION	BAR DAY LUNCH DAY/KARPLUS	\$60.00
MCLEAN COUNTY BAR ASSOCIATION	DAY/KARPLUS BAR LUNCH	\$30.00
CARDMEMBER SERVICE	IML CONF/LUNCH	\$189.37
LEXIS NEXIS (LEGAL ONLY)	ANNUAL SUBSCRIPTION	\$121.00
<b>General Fund Corporation Counsel Administration Total</b>		<b>\$400.37</b>
<b>General Fund Facilities Management Administration</b>		
AMERENIP	ENERGY USAGE	\$733.73
GETZ FIRE EQUIPMENT	MEDICAL SUPPLIES	\$332.10
CARDMEMBER SERVICE	TRAINING MANUALS	\$627.77
CARDMEMBER SERVICE	TRAINING MANUALS	\$252.20
CARDMEMBER SERVICE	CUSTODIAL SUPPLIES	\$1,069.58
CARDMEMBER SERVICE	MAINT SUPPLIES	\$1,084.65
CARDMEMBER SERVICE	CLOTHING	\$389.88
CARDMEMBER SERVICE	CHAIR, RECOVERY STRAP	\$339.97
CARDMEMBER SERVICE	BIRD REPELLENT	\$125.38
Junior Nziango	WORK PANTS AND SHOES	\$97.87
FRONTIER COMMUNICATIONS	MONTHLY PHONE SERVICE	\$172.34
CINTAS CORPORATION #396	WEEKLY RUG CLEANING-UPT	\$189.05
CINTAS CORPORATION #396	WEEKLY RUG CLEANING/UPT	\$189.05
CINTAS CORPORATION #396	WEEKLY RUG CLEANING/CDM	\$41.44
SHERWIN-WILLIAMS CO	PAINT & PAINT SUPPLIES	\$59.30
KONE INC	ELEVATOR SERVICE	\$748.74
IMBERT INTERNATIONAL INC	FILL VALVE, VALVE SOLAS	\$965.97
ACE HARDWARE	GRAFITTI REMOVER	\$29.97
ACE HARDWARE	DRILL BITS, FASTENERS	\$45.45
ACE HARDWARE	SAND	\$39.90
ACE HARDWARE	TOOLS	\$10.99
ACE HARDWARE	ICEMAKER LINES	\$18.99
ACE HARDWARE	FLOODLIGHT	\$74.67
ACE HARDWARE	LEATHER CLEANER, RAZORS	\$7.58
ACE HARDWARE	HOSE, NOZZLE	\$35.96
NYBAKKE VACUUM SHOP INC	SEBO PARTS	\$359.94
KEEN TILE INC	GROUT, NOTCH TROWEL	\$121.97
KEEN TILE INC	RUBI MIXER W/PADDLE	\$174.99
BILL'S KEY & LOCK SHOP	KEYS, CAM LOCK	\$28.19
WILCOX ELECTRIC & SERVICE INC	O/C SENSOR, REGULAR SWITCH	\$682.58
WILCOX ELECTRIC & SERVICE INC	OUTLET FOR WASHER & DRYER	\$572.52
WILCOX ELECTRIC & SERVICE INC	CIRCUIT FOR A/C UNIT	\$494.64
BLUELINE RENTAL LLC	ARTIC BOOM LIFT RENTAL	\$826.00
SUNBELT RENTALS INC	37-40' ELECT SCISSOR WIDE	\$559.54
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$962.36
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$1,169.10
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$272.62
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$626.00
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$27.73
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$1,310.29
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$103.20
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$117.00
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$498.96

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$45.53
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$2,301.00
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$398.40
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$35.92
HOME DEPOT CREDIT SERVICES	STATEMENT/MISC SUPPLIES	\$86.94
<b>General Fund Facilities Management Administration Total</b>		<b>\$19,457.95</b>
<b>General Fund Finance Financial Services</b>		
CARDMEMBER SERVICE	POTBELLY- ACCOUNTANT WEB	\$56.92
CARDMEMBER SERVICE	CDBG TRAINING FOR D. MOCC	\$400.00
CARDMEMBER SERVICE	NEW WATER BILL SCANNER	\$770.00
MIDLAND PAPER	PAPER CITY HALL ANNEX	\$969.86
MIDLAND PAPER	PAPER CITY HALL ANNEX	\$65.74
MIDLAND PAPER	16 CASES PAPER	\$1,186.02
UNITED PARCEL SERVICE	SHIPPING	\$300.00
QUILL CORPORATION	OFFICE SUPPLIES	\$58.58
QUILL CORPORATION	OFFICE SUPPLIES	\$112.96
QUILL CORPORATION	OFFICE SUPPLIES	\$268.30
QUILL CORPORATION	OFFICE SUPPLIES	\$47.52
QUILL CORPORATION	OFFICE SUPPLIES	\$144.99
QUILL CORPORATION	OFFICE SUPPLIES	\$45.98
QUILL CORPORATION	SELF-INK STAMP	\$18.99
CLIFTONLARSONALLEN LLP	AUDIT SERVICES	\$1,450.00
CYBERSOURCE CORPORATION	MONTHLY SERVICE FEE	\$75.00
<b>General Fund Finance Financial Services Total</b>		<b>\$5,970.86</b>
<b>General Fund Information Technology Administration</b>		
VERIZON WIRELESS	FIREHOUSE MONTHLY SERVICE	\$79.58
VERIZON WIRELESS	TOWN MOBILE SERVICE MONTH	\$6,343.50
VERIZON WIRELESS	UPGRADED CELL PHONES AND	\$614.78
VERIZON WIRELESS	MOBILE DEVICE SVC MONTHLY	\$1,828.48
VERIZON WIRELESS	MOBILE SERVICES MONTHLY -	\$564.92
MCLEAN CO INFORMATION SERVICES	LEADS CIRCUIT MONTHLY	\$126.60
CARDMEMBER SERVICE	MOBILE PHONE ACCESSORIES	\$36.99
CARDMEMBER SERVICE	SSL CERT AND QUICKBOOKS M	\$357.09
CARDMEMBER SERVICE	EOC ADAPTER AND IRONWOOD	\$27.13
CARDMEMBER SERVICE	PHONE ACCESSORIES AND SUP	\$113.88
CARDMEMBER SERVICE	LBL TAPE, PROJ CASE, FLOW	\$311.64
CARDMEMBER SERVICE	AIR SERVER SOFTWARE	\$19.99
CARDMEMBER SERVICE	FOREIGN TRANSACTION FEES	\$0.39
MNJ TECHNOLOGIES DIRECT INC	ADOBE SUBSCRIPTION	\$145.00
MNJ TECHNOLOGIES DIRECT INC	LASER TONER,&CARTRIDGE	\$1,129.44
MNJ TECHNOLOGIES DIRECT INC	LASERJET CARTRIDGE	\$290.52
MNJ TECHNOLOGIES DIRECT INC	BLACK TONER	\$438.67
MNJ TECHNOLOGIES DIRECT INC	HP ADF MAINTENANCE KIT	\$86.35
MNJ TECHNOLOGIES DIRECT INC	ZEBRA MEMBERSHIP ID CARDS	\$335.50
MNJ TECHNOLOGIES DIRECT INC	PRINTING SUPPLIES	\$197.16
MNJ TECHNOLOGIES DIRECT INC	PRINTING SUPPLIES	\$302.27
MNJ TECHNOLOGIES DIRECT INC	PRINTING SUPPLIES	\$195.19
FRONTIER	MONTHLY PHONE SERVICE	\$5,467.92
FRONTIER COMMUNICATIONS	MONTHLY LONG DISTANCE SER	\$200.07
CORE MANAGEMENT SERVICES, LLC	ANNUAL RENEWAL FEE	\$2,700.00
APPRIZE TECHNOLOGY SOLUTIONS INC	MONTHLY ENROLLMENT ADMIN	\$1,754.40
COMCAST CORPORATION	EOC INTERNET MONTHLY SERV	\$151.61
ENTRE COMPUTER SOLUTIONS	RADIO REPAIRS	\$525.37
COMMUNICATION REVOLVING FUND	COMMUNICATION CHARGES	\$1,163.00
LEXIS NEXIS (POLICE ONLY)	LEXIS NEXIS MONTHLY CHARG	\$156.00
GOVCONNECTION INC	CANON DESKTOP SCANNERS	\$10,572.77
PRESIDIO NETWORKED SOLUTIONS	VMWARE SUPPORT & SUBSCRIPT	\$3,768.81
DELL MARKETING LP	LITHIUM ION BATTERIES	\$524.95
T2 SYSTEMS,INC	T2 WEB SUBSCRIPTION	\$1,819.13

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<b>General Fund Information Technology Administration Total</b>		<b>\$42,349.10</b>
<b><u>General Fund Human Resources Administration</u></b>		
CARDMEMBER SERVICE	WELLNESS GIFT CARDS	\$1,275.00
CARDMEMBER SERVICE	APPRECIATION LUNCHEON CER	\$36.45
Pridesaff	FISCAL CLERK TEMP	\$1,050.00
Pridestaff	FISCAL CLERK TEMP POSITIO	\$840.00
<b>General Fund Human Resources Administration Total</b>		<b>\$3,201.45</b>
<b><u>General Fund Inspections Administration</u></b>		
T/N PETTY CASH-FINANCE DEPT	IAEI - VEERMAN AND WILLIA	\$40.00
T/N PETTY CASH-FINANCE DEPT	IMIA - BEAVERS	\$20.00
CARDMEMBER SERVICE	BUILDING TRADES MEETING	\$24.34
CARDMEMBER SERVICE	CCCDI LICENSE RENEWAL	\$20.00
RSES	RSES MEMBERSHIP DUES	\$115.00
RED WING SHOE STORE	SHOES	\$119.99
PARKWAY AUTO LAUNDRY	CAR WASH	\$7.00
<b>General Fund Inspections Administration Total</b>		<b>\$346.33</b>
<b><u>General Fund Police Administration</u></b>		
VERIZON WIRELESS	MONTHLY GPS SERVICE	\$24.79
Officer Beth Seeley	MEALS DURING TRAINING (3	\$119.56
IJOA	IL JUVENILE OFFICERS ASSN	\$150.00
IJOA	IL JUVENILE OFFICERS ASSN	\$125.00
Stolfa's Catering	AREA CHIEF'S MEETING	\$211.03
First State Bank	FINANCIAL RECORDS	\$30.00
IPAC	ANNUAL MEMBERSHIP DUES-20	\$50.00
FBINAA	REG FOR CONF (FBINAA RETR	\$40.00
Cardio Partners Resources	DEFIBTECH ADULT PADS	\$118.00
SECTY OF STATE-MOTOR VEH DIV	RENEWAL STICKER	\$101.00
JP MORGAN CHASE BANK, NA	SUBPOENA FEES (WOLTERS)	\$16.76
CONTEMPORARY PRINTED PRODUCTS, TOWN/GOWN GIVEAWAYS		\$1,016.24
GALLS INC	BIKE SHIRTS (PARMENTER)	\$140.82
GALLS INC	CLOTHING BIKE PANTS	\$116.83
GALLS INC	CLOTHING BIKE PANTS	\$116.83
GALLS INC	CLOTHING BIKE PANTS	\$116.83
GALLS INC	CLOTHING (BIKE SHIRTS	\$140.82
GALLS INC	CLOTHING BIKE SHIRTS	\$140.82
GALLS INC	BIKE CLOTHING (SEELEY)	\$144.89
TERRENCE G MCCANN & ASSOCIATES	POLYGRAGH EXAMINATION	\$150.00
MOTOROLA	ANTENNA REPAIR	\$59.34
RAY O'HERRON CO INC	SHIRTS	\$56.79
RAY O'HERRON CO INC	SHIRTS	\$143.94
RAY O'HERRON CO INC	CARGO PANTS	\$275.96
PARKWAY AUTO LAUNDRY	FEB/MAR CAR WASH SERVICE	\$308.00
MCLEAN COUNTY TREASURER	METCOM MAY 2016	\$79,267.08
INDOFF, INCORPORATED	MECH PENCILS	\$324.50
FEDEX	POSTAGE	\$130.43
<b>General Fund Police Administration Total</b>		<b>\$83,636.26</b>
<b><u>General Fund Fire Foreign Fire Tax</u></b>		
MARTIN SULLIVAN, INC.	WET CHARGE	\$97.05
<b>General Fund Fire Foreign Fire Tax Total</b>		<b>\$97.05</b>
<b><u>General Fund Fire Administration</u></b>		
AMERENIP	ENERGY USAGE	\$15.69
MUNICIPAL EMERGENCY SERVICES	FF BOOTS	\$519.19
MUNICIPAL EMERGENCY SERVICES	COLLAR INSIGNIAS	\$409.44
MUNICIPAL EMERGENCY SERVICES	FF BOOTS	\$99.76
MUNICIPAL EMERGENCY SERVICES	HELMET SHIELDS	\$144.00
MUNICIPAL EMERGENCY SERVICES	FF BOOTS	\$262.99
MUNICIPAL EMERGENCY SERVICES	FF SHIRTS	\$68.66
CARDMEMBER SERVICE	FOOD	\$53.70
CARDMEMBER SERVICE	FOOD	\$150.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CARDMEMBER SERVICE	TRAINING	\$756.98
CARDMEMBER SERVICE	CLIPS	\$8.95
MCLEAN CO AREA EMS SYSTEM	EDUCATIONAL CLASSES	\$1,000.00
SCOTT DANIELSON	REIM DRESS UNIFORM PANTS	\$54.67
ROBERT FREITAG	REIM HOTEL ACOMMODATIONS	\$316.40
JORDAN DURAN	MEALS	\$115.00
MICHAEL STEVENSON	MEALS	\$115.00
DOUGLAS ROOSEVELT	MEALS	\$115.00
CHAD PACEY	MEALS	\$115.00
CARLOS AGUILAR	MEALS	\$115.00
MATTHEW HILL	MEALS	\$150.00
HEARTLAND HOME MEDICAL SUPPLY I OXYGEN		\$32.00
HEARTLAND HOME MEDICAL SUPPLY I OXYGEN		\$104.40
HEARTLAND HOME MEDICAL SUPPLY I OXYGEN		\$17.40
HEARTLAND HOME MEDICAL SUPPLY I OXYGEN		\$36.98
COMCAST CORPORATION	CABLE STATION 3	\$7.98
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$415.92
ADVOCATE BROMENN MEDICAL CENTI PHARMACY CHARGE		\$563.68
MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES	\$1,245.75
INNOTECH COMMUNICATIONS	SIREN MAINTENANCE	\$450.00
JOE'S TOWING & RECOVERY	TOWING	\$42.00
MIDWEST EQUIPMENT II	CHAIN SAW REPAIRS	\$242.16
PARKWAY AUTO LAUNDRY	CARWASHES	\$14.00
FASTENAL COMPANY	DRILL BITS	\$15.27
<b>General Fund Fire Administration Total</b>		<b>\$7,772.97</b>
<b><u>General Fund Public Works Administration</u></b>		
CARDMEMBER SERVICE	MEDICI: LUNCH WITH WSP/PB	\$52.58
CARDMEMBER SERVICE	LODGING-ALDRICH (CHI MTG)	\$349.14
CARDMEMBER SERVICE	USPS - FOREVER STAMPS	\$78.40
COMCAST CORPORATION	CABLE OUTLET - APRIL 2016	\$3.98
<b>General Fund Public Works Administration Total</b>		<b>\$484.10</b>
<b><u>General Fund Public Works Waste Removal</u></b>		
CARDMEMBER SERVICE	F&F: CLOTHING FOR COLE LA	\$94.98
CARDMEMBER SERVICE	ULTIMATE OFFICE: WALL ORG	\$87.95
HENSON DISPOSAL INC	C&D RECYCLING APRIL	\$3,149.53
BILL'S KEY & LOCK SHOP	KEYS & KEY CAP	\$9.09
INTERSTATE ALL BATTERY CENTER	DEEP CYCLE INSERT	\$54.95
<b>General Fund Public Works Waste Removal Total</b>		<b>\$3,396.50</b>
<b><u>General Fund Public Works Streets</u></b>		
CARDMEMBER SERVICE	F&F: POWER LUBER	\$339.98
CARDMEMBER SERVICE	F&F: MISC TOOLS	\$274.85
J & J PERFORMANCE POWDER COATIN	SANDBLAST CONCRETE FORMS	\$275.00
SCHIELER, CHAD	BEAVER TRAPPING	\$700.00
ACE HARDWARE	HILLMAN FASTENERS	\$1.44
ACE HARDWARE	SCISSORS	\$14.39
ACE HARDWARE	POTTING SOIL	\$100.67
ACE HARDWARE	POTTING SOIL	\$8.09
ACE HARDWARE	ACE PROJ & REPAIR (10 OZ)	\$1.79
ACE HARDWARE	TRIM PAINTBRUSH	\$2.69
MCLEAN COUNTY ASPHALT	RECYCLED CONCRETE	\$599.38
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$373.43
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$217.21
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$354.17
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$480.12
MCLEAN COUNTY ASPHALT	RECYCLED CONCRETE	\$160.13
COPY SHOP	MOUNTED MAP	\$81.00
MATHIS KELLY CONSTRUCTION	CHAPIN SPRAYER	\$148.69
MATHIS KELLY CONSTRUCTION	REBAR	\$162.00
MATHIS KELLY CONSTRUCTION	POWER LOAD - LV	\$11.25



<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MATHIS KELLY CONSTRUCTION	FIBER EXP JOINT	\$24.30
MATHIS KELLY CONSTRUCTION	METAL KEYWAY	\$47.25
MATHIS KELLY CONSTRUCTION	FIBER EXP JOINT	\$12.15
MATHIS KELLY CONSTRUCTION	STEEL STAKE NAIL	\$66.15
DAVE CAPODICE	PULVERIZED TOPSOIL	\$469.13
MIDWEST EQUIPMENT II	STARTER GRIP	\$25.65
TRAFFIC SIGN STORE	STREET SIGNS	\$2,321.50
DIAMOND VOGEL PAINT	PAINT THINNER	\$76.75
DIAMOND VOGEL PAINT	WHITE TRAFFIC PAINT	\$198.45
DIAMOND VOGEL PAINT	GLASS BEADS	\$900.00
<b>General Fund Public Works Streets Total</b>		<b>\$8,447.61</b>
<b><u>General Fund Public Works Fleet Maintenance</u></b>		
CARDMEMBER SERVICE	F&F: ZIP HOODIE	\$84.99
CARDMEMBER SERVICE	PONTIAC RV - HEATER & AC	\$647.00
Jarrold Windhorn	CDL REIMB. - JARROLD WINDH	\$30.00
OFFICE DEPOT CREDIT PLAN	KEYBOARD/CHAIR/WALL FILE/	\$151.45
O'BRIEN MITSUBISHI	EXHAUST SYSTEM	\$176.09
O'BRIEN MITSUBISHI	TAIL LAMP ASY	\$133.29
O'BRIEN MITSUBISHI	EXHAUST MANIFOLD	\$14.86
CINTAS CORPORATION #396	UNIFORM RENTAL	\$75.16
CINTAS CORPORATION #396	UNIFORM RENTAL	\$88.81
MUTUAL WHEEL CO	MARKER LIGHT	\$8.49
MUTUAL WHEEL CO	RIMS	\$1,071.36
MUTUAL WHEEL CO	SEALS	\$81.38
MUTUAL WHEEL CO	GROMMET,LAMP	\$3.27
GLOBAL EMERGENCY PRODUCTS INC	12V PUMP	\$513.16
EAGLE AUTOMOTIVE	PUMP	\$79.95
HELLER FORD	INSPECTION & SERVICE	\$16.81
DENNISON CORPORATION	REPLACED PURGE FLOW VALVE	\$170.88
MARTIN EQUIPMENT OF IL INC	PARK BRAKE VALVE	\$456.64
DON OWEN TIRE SERVICE	TIRE DISMOUNT&MOUNT	\$100.00
DON OWEN TIRE SERVICE	TIRE DISMOUNT & MOUNT	\$527.86
DON OWEN TIRE SERVICE	RETREAD TIRES	\$1,222.00
CARQUEST AUTO PARTS OF BLM IL INC	CYLINDERS	\$198.00
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE FLUID	\$35.88
CARQUEST AUTO PARTS OF BLM IL INC	BATTERY	\$96.32
CARQUEST AUTO PARTS OF BLM IL INC	BATTERY	\$161.98
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE ROTOR	\$130.34
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE ROTOR	\$80.88
CARQUEST AUTO PARTS OF BLM IL INC	GREASE	\$113.70
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT	(\$80.88)
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE PADS	\$45.71
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE PADS	\$41.96
LEMAN'S CHEVY CITY	CLIPS	\$105.68
MENARDS	GARAGE DOOR LUBE	\$41.73
MENARDS	PVC PIPE & SUPPLIES	\$17.61
MENARDS	PVC PIPE&CLEANOUT ADAPTER	\$18.39
KEY EQUIPMENT & SUPPLY CO	SILENCER PLUG,MUFFLER	\$80.32
HOL-MAC CORPORATION	SOLENOID VALVE	\$231.09
SAM LEMAN INC	ACTUATOR	\$106.40
CENTRAL ILLINOIS TRUCKS INC	SWITCH	\$19.30
CENTRAL ILLINOIS TRUCKS INC	INSTALLED DOOR HINGE	\$198.00
CENTRAL ILLINOIS TRUCKS INC	BRAKE PAD KIT,ROTOR	\$1,167.65
CENTRAL ILLINOIS TRUCKS INC	REAR END REPAIRS	\$5,357.21
CENTRAL ILLINOIS TRUCKS INC	FUEL PUMP REPAIRS	\$877.59
PRAXAIR DISTRIBUTION INC	TANK RENTAL	\$108.70
<b>General Fund Public Works Fleet Maintenance Total</b>		<b>\$14,807.01</b>
<b><u>General Fund Engineering Engineering Services</u></b>		
CARDMEMBER SERVICE	TRAFFIC SIGNAL EQUIPMENT	\$610.15

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
HD SUPPLY CONSTRUCTOIN & INDUST	AIR METER TESTING EQUIP	\$90.07
HD SUPPLY CONSTRUCTOIN & INDUST	AIR METER TESTING EQUIP	\$220.07
PURITAN SPRINGS WATER	WATER SERVICE APRIL 2016	\$36.75
<b>General Fund Engineering Engineering Services Total</b>		<b>\$957.04</b>
<b><u>General Fund Parks &amp; Recreation Golf Course Maintenance</u></b>		
S & S INDUSTRIAL	RAIN SUIT	\$53.14
S & S INDUSTRIAL	RAIN SUIT	\$53.14
<b>General Fund Parks &amp; Recreation Golf Course Maintenance Total</b>		<b>\$106.28</b>
<b><u>General Fund Parks &amp; Recreation Recreation/Special Events</u></b>		
WALMART COMMUNITY BRC	SUPPLIES	\$206.38
WALMART COMMUNITY BRC	SUPPLIES	\$67.08
<b>General Fund Parks &amp; Recreation Recreation/Special Events Total</b>		<b>\$273.46</b>
<b><u>General Fund Parks &amp; Recreation Golf Course</u></b>		
NIVEL PARTS & MANUFACTURING CO	WINDSHIELD REPAIR	\$71.50
NIVEL PARTS & MANUFACTURING CO	WINDSHIELD REPAIR	\$17.63
NIVEL PARTS & MANUFACTURING CO	KEY REPLACEMENT	\$40.78
NIVEL PARTS & MANUFACTURING CO	KEY REPLACEMENT	\$11.50
COMCAST CORPORATION	MAY16 INTERNET	\$103.95
CINTAS CORPORATION #396	TOWELS,SCRAPER	\$162.12
CINTAS CORPORATION #396	RESTROOM CLEANING	\$131.00
CINTAS CORPORATION #396	SCRAPER MAT	\$128.47
WALMART COMMUNITY BRC	SUPPLIES	\$20.58
LAWSON PRODUCTS INC	FOAM SOAP,SWELL SMELL	\$208.90
<b>General Fund Parks &amp; Recreation Golf Course Total</b>		<b>\$896.43</b>
<b><u>General Fund Parks &amp; Recreation Community Activity Center</u></b>		
CARDMEMBER SERVICE	WW GRAINGER	\$536.00
CARDMEMBER SERVICE	BIZCHAIR.COM	\$1,003.58
<b>General Fund Parks &amp; Recreation Community Activity Center Total</b>		<b>\$1,539.58</b>
<b><u>General Fund Parks &amp; Recreation Recreation/Teen Programs</u></b>		
CARDMEMBER SERVICE	SAMS CLUB	\$2,097.56
CARDMEMBER SERVICE	SAMS CLUB	\$45.00
CARDMEMBER SERVICE	ILLINOIS TOLLWAY	\$6.80
PEORIA FENCING ACADEMY	FENCING PROGRAM FEES	\$525.00
WALMART COMMUNITY BRC	SUPPLIES	\$63.00
<b>General Fund Parks &amp; Recreation Recreation/Teen Programs Total</b>		<b>\$2,737.36</b>
<b><u>General Fund Parks &amp; Recreation Theater</u></b>		
UNIVERSAL FILM EXCHANGE INC	FILM RENTALS	\$453.55
CARDMEMBER SERVICE	CVS	\$3.59
CARDMEMBER SERVICE	AMAZON	\$16.48
CARDMEMBER SERVICE	SIGNUP GENIUS	\$9.99
CARDMEMBER SERVICE	AMAZON	\$16.48
CARDMEMBER SERVICE	AMAZON PRIME MEMBERSHIP	\$99.00
CARDMEMBER SERVICE	FED EX	\$9.75
CARDMEMBER SERVICE	FED EX	\$7.50
CARDMEMBER SERVICE	FACEBOOK	\$25.06
CARDMEMBER SERVICE	FACEBOOK	\$50.17
CARDMEMBER SERVICE	AMAZON	\$82.85
CARDMEMBER SERVICE	AMAZON	\$21.97
CARDMEMBER SERVICE	AMAZON	\$21.88
CARDMEMBER SERVICE	AMAZON	\$42.94
CARDMEMBER SERVICE	SONY PICTURES CLASSIC	\$250.00
CARDMEMBER SERVICE	FED EX	\$13.00
CARDMEMBER SERVICE	FED EX	\$9.75
CARDMEMBER SERVICE	FED EX	\$9.75
CARDMEMBER SERVICE	SIGNUP GENIUS	\$9.99
SONY PICTURES	FILM RENTAL"BLKHAWK DOWN"	\$350.00
SONY PICTURES	FILM RENTAL"DESPERADO"	\$250.00
SONY PICTURES	FILM RENTAL"GIRL FRIDAY"	\$250.00
DELUXE EHOSTAR LLC	EXHIBITOR DELIVERY&FEES	\$319.60

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
COPY SHOP	POSTER FOR THEATER	\$32.00
COPY SHOP	MAY LATE SHOW POSTER	\$32.00
SUGAR MAMA BAKERY LLC	CHOCO CHIP COOKIE DOUGH	\$108.00
A24 FILMS LLC	FILM RENTAL"END OF TOUR"	\$479.15
<b>General Fund Parks &amp; Recreation Theater Total</b>		<b>\$2,974.45</b>
<b><u>General Fund Parks &amp; Recreation Recreation/Youth Programs</u></b>		
CARDMEMBER SERVICE	GLOBAL INDUSTRIAL	\$524.38
CARDMEMBER SERVICE	CRITERION PICTURES	\$350.00
MARC BOON	MUSICAL PERFORMANCE	\$880.00
STEVEN CHESTNEY	MUSICAL PERFORMANCE	\$525.00
DENNY'S DOUGHNUTS & BAKERY	DECORATED COOKIES	\$72.00
PEORIA CHIEFS	DEPOSIT	\$166.67
PEORIA CHIEFS	DEPOSIT	\$166.67
PEORIA CHIEFS	DEPOSIT	\$166.66
WALMART COMMUNITY BRC	SUPPLIES	\$30.74
WALMART COMMUNITY BRC	SUPPLIES	\$30.74
WALMART COMMUNITY BRC	SUPPLIES	\$30.74
WALMART COMMUNITY BRC	SUPPLIES	\$34.92
<b>General Fund Parks &amp; Recreation Recreation/Youth Programs Total</b>		<b>\$2,978.52</b>
<b><u>General Fund Parks &amp; Recreation Rec.- Before/After School</u></b>		
CARDMEMBER SERVICE	PHEASANT LANES	\$394.50
CARDMEMBER SERVICE	KROGER	\$28.22
CARDMEMBER SERVICE	LITTLE CAESARS	\$55.00
CARDMEMBER SERVICE	S&S WORLDWIDE	\$1,332.51
CARDMEMBER SERVICE	PEPSI ICE CENTER	\$186.00
CARDMEMBER SERVICE	PEPSI ICE CENTER	\$10.00
CARDMEMBER SERVICE	WALMART	\$8.32
CARDMEMBER SERVICE	ISU VIDETTE	\$53.46
CARDMEMBER SERVICE	WALMART	\$189.20
CARDMEMBER SERVICE	PEORIA RIVERPLEX	\$328.00
CARDMEMBER SERVICE	WALMART	\$21.98
CARDMEMBER SERVICE	WALMART	\$18.52
CARDMEMBER SERVICE	LITTLE CAESARS	\$50.00
WALMART COMMUNITY BRC	SUPPLIES	\$127.60
WALMART COMMUNITY BRC	SUPPLIES	\$8.78
WALMART COMMUNITY BRC	SUPPLIES	\$9.97
WALMART COMMUNITY BRC	SUPPLIES	\$1,149.85
WALMART COMMUNITY BRC	SUPPLIES	\$259.98
WALMART COMMUNITY BRC	SUPPLIES	\$4.52
WALMART COMMUNITY BRC	SUPPLIES	\$104.08
WALMART COMMUNITY BRC	SUPPLIES	\$52.80
WALMART COMMUNITY BRC	SUPPLIES	\$123.82
<b>General Fund Parks &amp; Recreation Rec.- Before/After School Total</b>		<b>\$4,517.11</b>
<b><u>General Fund Parks &amp; Recreation Aquatics</u></b>		
WATER PRODUCTS CO OF ILLINOIS	BALL VALVE,STONE FLANGE	\$84.34
WATER PRODUCTS CO OF ILLINOIS	UNION,SWEAT FLANGE	\$290.75
CARDMEMBER SERVICE	AZS INDUSTRIES	\$456.05
CARDMEMBER SERVICE	WATERSAFETY	\$1,637.20
JOPAC COMPANIES	AIR REGULATOR	\$76.49
CRESCENT ELECTRIC SUPPLY CO	BALLASTS & FUSES	\$65.40
CRESCENT ELECTRIC SUPPLY CO	FUSES	\$11.67
EAST ST HARDWARE & TOOLS	FITTINGS	\$5.40
JEFF ELLIS & ASSOCIATES INC	LIFEGUARD LIC RENEWAL	\$280.00
JEFF ELLIS & ASSOCIATES INC	POOL LICENSE KIT	\$1,260.00
JEFF ELLIS & ASSOCIATES INC	LICENSE TRANSFER	\$10.00
JEFF ELLIS & ASSOCIATES INC	LIFEGUARD LIC RENEWAL	\$70.00
LAWSON PRODUCTS INC	SWELL SMELL	\$539.83
<b>General Fund Parks &amp; Recreation Aquatics Total</b>		<b>\$4,787.13</b>
<b><u>General Fund Parks &amp; Recreation Recreation/Athletic Prog</u></b>		

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MID-ILLINI UMPIRE ASSOCIATION	UMPIRE FEES SUMMER 2016	\$1,007.50
CARDMEMBER SERVICE	ST. LOUIS CARDINALS TICKE	\$2,400.00
CARDMEMBER SERVICE	TARGET	\$22.99
A.D. STARR	SLOPITCH SOFTBALL	\$2,013.60
A.D. STARR	SLOPITCH SOFTBALL	\$95.12
READ'S SPORTING GOODS	EQUIPMENT BAG,BASE PLUGS	\$56.80
READ'S SPORTING GOODS	HOLLYWOOD BASES,DIG TOOLS	\$157.00
BILL'S KEY & LOCK SHOP	STAMPED KEYS	\$32.96
<b>General Fund Parks &amp; Recreation Recreation/Athletic Prog Total</b>		<b>\$5,785.97</b>
<b>General Fund Parks &amp; Recreation Administration</b>		
CARDMEMBER SERVICE	DISPLAYS2GO.COM	\$962.33
CARDMEMBER SERVICE	HOOTSUITE MEDIA	\$14.99
CARDMEMBER SERVICE	DOLLAR TREE	\$19.00
CARDMEMBER SERVICE	PRICELINE-CAR RENTAL	\$221.28
CARDMEMBER SERVICE	CHURCH STREET TAVERN	\$34.08
CARDMEMBER SERVICE	DETROIT AIRPORT	\$16.84
CARDMEMBER SERVICE	AVIS RENT A CAR	\$16.94
CARDMEMBER SERVICE	BEST WESTERN	\$303.83
CARDMEMBER SERVICE	PAYPAL ASSOC FOR WOMEN	\$15.00
CARDMEMBER SERVICE	BEST BUY	\$129.97
CARDMEMBER SERVICE	DROPBOX	\$9.99
CARDMEMBER SERVICE	OFFICE DEPOT	\$151.96
CARDMEMBER SERVICE	MCKEES PUB & GRILL	\$25.00
CARDMEMBER SERVICE	OUR HOUSE	\$80.00
CARDMEMBER SERVICE	WINDJAMMER RESTAURANT	\$27.28
CARDMEMBER SERVICE	DETROIT AIRPORT	\$24.21
CARDMEMBER SERVICE	BEST WESTERN	\$303.83
VERMONT SYSTEMS INC	RECTRAC SYMPOSIUM	\$1,600.00
GREAT PLAINS MEDIA	RADIO ADS/PARKS	\$750.00
GREAT PLAINS MEDIA	RADIO ADS/PARKS	\$300.00
BLOOMINGTON-NORMAL MACARONI KI CDM ADVERTISING		\$918.00
BLOOMINGTON-NORMAL MACARONI KI CDM SIDE BAR AD		\$918.00
B & B AWARDS AND RECOGNITION	NAMEBADGES	\$187.20
WALMART COMMUNITY BRC	SUPPLIES	\$9.72
CUMULUS BROADCASTING LLC	RADIO ADS/PARKS	\$528.00
CUMULUS BROADCASTING LLC	RADIO ADS/PARKS	\$336.00
<b>General Fund Parks &amp; Recreation Administration Total</b>		<b>\$7,903.45</b>
<b>General Fund Parks &amp; Recreation Children's Disc Museum</b>		
T/N PETTY CASH-FINANCE DEPT	TOLL FEES	\$2.80
CARDMEMBER SERVICE	DELTA AIRLINES	\$93.00
CARDMEMBER SERVICE	DELTA AIRLINES	\$93.00
CARDMEMBER SERVICE	DELTA AIRLINES	\$93.00
CARDMEMBER SERVICE	VISTA PRINT	(\$7.24)
CARDMEMBER SERVICE	NATURE WATCH	\$141.90
CARDMEMBER SERVICE	AMAZON.COM	\$45.64
CARDMEMBER SERVICE	VISTA PRINT	\$123.23
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$20.74
CARDMEMBER SERVICE	COMET COFFEE	\$13.20
CARDMEMBER SERVICE	PAYPAL SUGARGROVE	\$16.00
CARDMEMBER SERVICE	MAKE MAGAZINE	\$29.95
CARDMEMBER SERVICE	HOBBY LOBBY	\$29.96
CARDMEMBER SERVICE	HOBBY LOBBY	\$11.97
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$19.99
CARDMEMBER SERVICE	PARTY CITY	\$12.98
CARDMEMBER SERVICE	KROGER	\$150.55
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$58.23
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$46.09
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$91.37
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$8.28

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$21.00
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$9.00
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$2.17
CARDMEMBER SERVICE	LAMINATION DEPOT INC.	\$196.87
CARDMEMBER SERVICE	DOLLARTREE	\$8.00
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$12.30
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$68.44
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$8.50
CARDMEMBER SERVICE	LOWES	\$22.40
CARDMEMBER SERVICE	NATURE WATCH	\$141.90
CARDMEMBER SERVICE	DOLLARTREE	\$25.00
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$12.59
CARDMEMBER SERVICE	OFFICE DEPOT	\$9.99
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$9.99
CARDMEMBER SERVICE	SHOP VAC CORP.	\$51.38
CARDMEMBER SERVICE	SAM'S INTERNET	\$45.00
CARDMEMBER SERVICE	REPAIR PLUS	\$33.23
CARDMEMBER SERVICE	DOLLARTREE	\$42.40
CARDMEMBER SERVICE	AIR DELIGHTS INC.	\$135.92
CARDMEMBER SERVICE	PETCO	\$26.98
CARDMEMBER SERVICE	VISTA PRINT	\$74.31
CARDMEMBER SERVICE	HYVEE	\$26.93
CARDMEMBER SERVICE	REPAIR PLUS	\$31.88
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$17.98
CARDMEMBER SERVICE	AMAZON MKTPLCE	\$8.99
CARDMEMBER SERVICE	AMAZON.COM	\$255.78
CARDMEMBER SERVICE	AMAZON.COM	\$10.81
CARDMEMBER SERVICE	DOLLARTREE	\$35.00
CARDMEMBER SERVICE	LOWES	\$35.84
CARDMEMBER SERVICE	AMAZON MKTPLCE	(\$39.85)
CARDMEMBER SERVICE	VISTA PRINT	(\$4.64)
CARDMEMBER SERVICE	PARTY CITY	(\$39.06)
CARDMEMBER SERVICE	PARTY CITY	\$39.06
CARDMEMBER SERVICE	HY VEE	\$250.00
CARDMEMBER SERVICE	DELTA AIRLINES	\$339.20
CARDMEMBER SERVICE	PARTY CITY	\$35.92
CARDMEMBER SERVICE	KROGER#856	\$9.11
KASKEY KIDS INC	BASEBALL GUYS/DMS	\$150.00
KASKEY KIDS INC	BASEBALL GUYS/DMS	\$13.39
RAVENSBURGER USA	PUZZLES/DMS	\$319.75
RAVENSBURGER USA	PUZZLES/DMS	\$45.63
REPUBLIC SERVICES	GARBAGE SERVICE	\$63.15
VALTECH CO	MAGNA-TILES CLEAR COLORS	\$154.50
VALTECH CO	MAGNA-TILES CLEAR COLORS	\$10.95
VIVID STUDIOS, INC.	PHOTOGRAHY@BOYS&GIRLS CLB	\$200.00
FBTC LLC	GAMES/DMS	\$898.70
FBTC LLC	GAMES/DMS	\$92.26
LOWER, MICKEY	FACE PAINTING	\$170.00
GRAINGER INC	DC GEARMOTOR	\$13.18
GRAINGER INC	DC GEARMOTOR	\$604.00
LEARNING RESOURCES INC	TOYS/DMS	\$757.50
KOLDAIRE EQUIPMENT COMPANY	HOT PAPER CUPS	\$22.49
PATCH PRODUCTS, INC.	GAMES/DMS	\$367.19
JAX LTD	DMS SEQUENCE	\$122.70
JAX LTD	DMS SEQUENCE	\$15.18
WALMART COMMUNITY BRC	SUPPLIES	\$24.02
WALMART COMMUNITY BRC	SUPPLIES	\$52.11
WALMART COMMUNITY BRC	SUPPLIES	\$91.24
WALMART COMMUNITY BRC	SUPPLIES	\$82.47

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
WALMART COMMUNITY BRC	SUPPLIES	\$24.88
WALMART COMMUNITY BRC	SUPPLIES	\$15.06
WALMART COMMUNITY BRC	SUPPLIES	\$22.56
WALMART COMMUNITY BRC	SUPPLIES	\$1.86
WALMART COMMUNITY BRC	SUPPLIES	\$107.12
NASHVILLE WRAPS LLC	DMS CRAFT SUPPLIES	\$3.80
NASHVILLE WRAPS LLC	DMS CRAFT SUPPLIES	\$338.99
SET ENTERPRISES, INC	GAMES/DMS	\$99.00
SET ENTERPRISES, INC	GAMES/DMS	\$7.00
DISCOUNT SCHOOL SUPPLY	CANVAS TOTE BAGS,MASKS	\$184.84
DISCOUNT SCHOOL SUPPLY	ART ROOM SUPPLIES/CDM	\$203.90
DISCOUNT SCHOOL SUPPLY	ELMERS GLUE	\$55.94
TOYSMITH	DMS SUPPLIES	\$95.00
TOYSMITH	WOODEN TOYS/DMS	\$180.00
TOYSMITH	TOYS/DMS	\$178.00
<b>General Fund Parks &amp; Recreation Children's Disc Museum Total</b>		<b>\$8,853.32</b>
<b><u>General Fund Parks &amp; Recreation Parks Maintenance</u></b>		
AMERENIP	ENERGY USAGE	\$106.80
CARDMEMBER SERVICE	FARM & FLEET	\$82.04
CARDMEMBER SERVICE	TRACTOR SUPPLY	\$730.92
CARDMEMBER SERVICE	FARM & FLEET	\$99.98
CARDMEMBER SERVICE	KULLY SUPPLY	\$143.58
CARDMEMBER SERVICE	UHAUL MOVING	\$62.85
CARDMEMBER SERVICE	ROCK BOTTOM YORKTOWN	\$31.44
CARDMEMBER SERVICE	CLAIM JUMPER	\$47.80
CARDMEMBER SERVICE	PF CHANG'S	\$24.74
CARDMEMBER SERVICE	STAY INN-LOMBARD	\$229.77
CARDMEMBER SERVICE	STAY INN-LOMBARD	\$229.77
GOOD FOREST TIMBER CO	MULCH	\$1,440.00
GOOD FOREST TIMBER CO	MULCH	\$1,440.00
A.M. LEONARD INC	SPRING RAKE,SOIL KNIFE	\$586.55
A.M. LEONARD INC	SPRING RAKE,SOIL KNIFE	\$22.18
SHERWIN-WILLIAMS CO	WHITE PAINT	\$172.86
SHERWIN-WILLIAMS CO	CREDIT	(\$46.90)
CCP INDUSTRIES INC	RAINSUIT	\$60.00
CCP INDUSTRIES INC	RAINSUIT	\$14.10
ZIMMERMAN FARM NURSERY	WHITE OAK,BURR OAK TREES	\$3,058.00
ZIMMERMAN FARM NURSERY	WHITE OAK,BURR OAK TREES	\$620.00
STREATOR FARM MART INC	LEAF VACUUM	\$14,700.00
MIDWEST GROUNDCOVERS LLC	FLOWERS & PLANTS	\$1,014.10
MIDWEST GROUNDCOVERS LLC	FLOWERS & PLANTS	\$98.00
SITEONE LANDSCAPE SUPPLY HOLDIN	8FT SPRAY ORANGE	\$57.47
SITEONE LANDSCAPE SUPPLY HOLDIN	8FT SPRAY ORANGE	\$6.00
SITEONE LANDSCAPE SUPPLY HOLDIN	PLASTIC GLOBE ANGLE	\$62.92
SITEONE LANDSCAPE SUPPLY HOLDIN	PLASTIC GLOBE ANGLE	\$8.00
EVERGREEN FS INC.	KEROSENE	\$50.88
BRADFORD SUPPLY CO	IRRIG.SUPPLIES	\$101.56
BRADFORD SUPPLY CO	CREDIT	(\$10.30)
DRAKE SCRUGGS	INSPECTION & SERVICE	\$3,714.84
MCLEAN COUNTY ASPHALT	PEA GRAVEL,BLACK DIRT	\$552.15
MCLEAN COUNTY ASPHALT	PEA GRAVEL,BLACK DIRT	\$294.26
MATHIS KELLY CONSTRUCTION	SAFETY GAS CAN	\$40.64
MATHIS KELLY CONSTRUCTION	HORSE HAIR BROOM	\$195.46
GROWING GROUNDS	FLOWERS	\$101.90
BILL'S KEY & LOCK SHOP	KEYS	\$4.42
BILL'S KEY & LOCK SHOP	KEYS	\$6.44
BILL'S KEY & LOCK SHOP	KEYS	\$8.84
DON OWEN TIRE SERVICE	TIRE & VALVE STEM	\$114.50
DON OWEN TIRE SERVICE	FLAT TIRE REPAIR,TIRES	\$290.91

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
DON OWEN TIRE SERVICE	TIRE FLAT REPAIR & PLUG	\$17.53
MILLER JANITOR SUPPLY	TOILET BOWEL BRUSHES	\$13.84
MIDWEST CONSTRUCTION RENTALS	HAMMER DRILL BIT	\$43.75
CRESCENT ELECTRIC SUPPLY CO	BALLASTS	\$53.84
REDNECK INC	TRAILER CONNECTOR	\$15.81
RILCO OF PEORIA INC	GREASE	\$141.36
<b>General Fund Parks &amp; Recreation Parks Maintenance Total</b>		<b>\$30,855.60</b>
<b>General Fund Concessions Golf Course</b>		
CITY BEVERAGE LLC	ALCOHOLIC BEVERAGES	\$299.20
DENNY'S DOUGHNUTS & BAKERY	DOUGHNUTS & ROLLS	\$33.00
WALMART COMMUNITY BRC	SUPPLIES	\$757.50
WALMART COMMUNITY BRC	SUPPLIES	\$66.53
<b>General Fund Concessions Golf Course Total</b>		<b>\$1,156.23</b>
<b>General Fund Concessions Recreation</b>		
CARDMEMBER SERVICE	FOOD SAFETY TRAINING	\$183.75
CINDY RENFRO	CHAMPION SUPPLIES	\$42.31
GOLD MEDAL- CHICAGO	CONCESSION SUPPLIES	\$1,092.59
EARTHGRAINS BAKERY GROUP INC.	HAMBURGER & HOTDOG BUNS	\$87.79
GDS PROFESSIONAL BUSINESS DISPLA	RIGID SIGN PRINT	\$340.00
KOLDAIRE EQUIPMENT COMPANY	NAPKINS	\$119.28
WALMART COMMUNITY BRC	SUPPLIES	\$32.47
WALMART COMMUNITY BRC	SUPPLIES	\$90.00
<b>General Fund Concessions Recreation Total</b>		<b>\$1,988.19</b>
General Fund		\$1,578,859.42
<b>Motor Fuel Tax Fund Public Works Motor Fuel Tax</b>		
FARNSWORTH GROUP	RAAB RD CONSTRUCTION	\$724.00
<b>Motor Fuel Tax Fund Public Works Motor Fuel Tax Total</b>		<b>\$724.00</b>
Motor Fuel Tax Fund		\$724.00
<b>Library Fund Library Administration</b>		
BARNES & NOBLE INC	SAMSUNG GALAXY TAB 4 NOOK	\$139.99
CARDMEMBER SERVICE	KEM VENTURES - FOR CHILDR	\$638.54
CARDMEMBER SERVICE	MAKERBOT.COM - SUPPLIES F	\$118.91
CARDMEMBER SERVICE	USPS - MARCH BOARD PACKET	\$9.94
CARDMEMBER SERVICE	KINDERMARK.COM - BUBBLE M	\$88.77
CARDMEMBER SERVICE	DOLLARTREE - GREETING CAR	\$8.00
CARDMEMBER SERVICE	AMAZON - SUPPLIES FOR TEE	\$106.78
CARDMEMBER SERVICE	AMAZON - SUPPLIES FOR TMM	\$8.92
CARDMEMBER SERVICE	AMAZON - OFFICE SUPPLIES	\$4.83
CARDMEMBER SERVICE	AMAZON - SUPPLIES FOR TMM	\$23.08
CARDMEMBER SERVICE	AMAZON - 9-SECTION DRAWER	\$9.01
CARDMEMBER SERVICE	AMAZON - SUPPLIES FOR TMM	\$253.39
CARDMEMBER SERVICE	AMAZON - SHRINKY DINKS	\$56.94
CARDMEMBER SERVICE	FREDPRYOR CAREERTRACK - W	\$834.00
CARDMEMBER SERVICE	NATIONAL NOTARY ASSN. - J	\$24.00
CARDMEMBER SERVICE	TARGET - GREETING CARD &	\$33.69
CARDMEMBER SERVICE	DISPLAYS2GO.COM - SIGH HO	\$244.47
CARDMEMBER SERVICE	HYVEE -CAKE FOR ENOCH & T	\$66.55
CARDMEMBER SERVICE	FACEBOOK - ADS FOR MONTH	\$50.00
CARDMEMBER SERVICE	AMAZON - PODCASTING SUPPL	\$229.00
CARDMEMBER SERVICE	WHENTOWORK - CHILDREN'S D	\$315.00
CARDMEMBER SERVICE	AMAZON.COM - LIBRARY DESI	\$153.90
CARDMEMBER SERVICE	MARERBOT.COM - REFUND OF	(\$7.00)
CARDMEMBER SERVICE	MAKERBOT.COM - REFUND OF	(\$7.00)
CARDMEMBER SERVICE	MINECRAFTEDU - RENEWAL OF	\$25.00
CARDMEMBER SERVICE	TECHSOUP - SOFTWARE:ACROB	\$128.00
CARDMEMBER SERVICE	BURGER BAR - DINNER FOR 3	\$52.77
CARDMEMBER SERVICE	SUPERSHUTTLE - FROM AIRPO	\$42.00
CARDMEMBER SERVICE	INK COFFEE - LUNCH 4/7/16	\$17.50

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CARDMEMBER SERVICE	HYATT HOTEL - ROOM FOR BR	\$1,239.19
CARDMEMBER SERVICE	HYATT HOTEL - ROOM FOR JU	\$1,124.56
CARDMEMBER SERVICE	HYATT HOTEL - ROOM FOR JU	\$1,124.56
CARDMEMBER SERVICE	MCLEAN CTY CHAMBER- BUSIN	\$40.00
CARDMEMBER SERVICE	DESTIHL - LUNCH W/BPL DIR	\$32.53
CARDMEMBER SERVICE	USPS - APRIL BOARD PACKET	\$13.93
CARDMEMBER SERVICE	HYATT HOTEL - COFFEE FOR	\$7.99
CARDMEMBER SERVICE	HENRY'S TAVERN - LUNCH AT	\$86.25
CARDMEMBER SERVICE	BURGER BAR - LUNCH FOR 4	\$73.02
CARDMEMBER SERVICE	FEDEX - MATERIALS SHIPPED	\$81.30
CARDMEMBER SERVICE	FEDEX - MATERIALS SHIPPED	\$46.52
CARDMEMBER SERVICE	FEDEX - MATERIALS SHIPPED	\$47.76
CARDMEMBER SERVICE	FEDEX - MATERIALS SHIPPED	\$42.21
CARDMEMBER SERVICE	PANDA - LUNCH ON 4/9 AT P	\$9.83
CARDMEMBER SERVICE	HYATT - ROOM FOR TORI FOR	\$1,124.56
CARDMEMBER SERVICE	OFFICE DEPOT - STICKER LA	\$65.94
CARDMEMBER SERVICE	LEO EDUCATION - REPLACEME	\$28.00
CARDMEMBER SERVICE	AMAZON - EVENT SUPPLIES	\$16.76
CARDMEMBER SERVICE	LIBERATED SYNDICATION - H	\$15.00
CARDMEMBER SERVICE	OFFICE DEPOT- LABELS FOR	\$32.98
CARDMEMBER SERVICE	AMAZON - SUPPLIES	\$57.88
CARDMEMBER SERVICE	DIAMOND LIFE - COMMUNITY	\$256.44
CARDMEMBER SERVICE	AMAZING MAGNETS - FOR COM	\$35.20
CARDMEMBER SERVICE	USPS - RET'D BAD MOTOR TO	\$7.75
CARDMEMBER SERVICE	CHATEAU - YOUNG AUTHOR SP	\$110.88
CARDMEMBER SERVICE	AMAZON - PODCASTING SUPPL	\$196.94
CARDMEMBER SERVICE	AMAZON - FIRE HD - GIVEAW	\$69.99
CARDMEMBER SERVICE	AMAZON - CD: LUMINEERS	\$15.30
CARDMEMBER SERVICE	CHIPOTLE - LUNCH @ WORKSH	\$80.88
CARDMEMBER SERVICE	MAILCHIMP - FOR NEWSLETTE	\$25.00
CARDMEMBER SERVICE	BRUK GOSQ.COM - TAXI	\$12.00
CARDMEMBER SERVICE	SALVAGGIO'S DELI - LUNCH	\$13.38
CARDMEMBER SERVICE	EUCLID HALL BAR & KITC -	\$22.00
CARDMEMBER SERVICE	DELTA AIR BAGGAGE FEE- BA	\$25.00
CARDMEMBER SERVICE	SUPERSHUTTLE - FROM AIRPO	\$29.50
CARDMEMBER SERVICE	SALVAGGIO'S DELI - MEAL	\$6.47
CARDMEMBER SERVICE	7-ELEVEN - MEAL	\$10.09
CARDMEMBER SERVICE	7-ELEVEN - DRINK	\$1.03
CARDMEMBER SERVICE	7-ELEVEN - DRINK	\$1.86
CARDMEMBER SERVICE	CORAZON - MEAL	\$10.81
CARDMEMBER SERVICE	7-ELEVEN - MEAL	\$5.38
CARDMEMBER SERVICE	CARRIBOU COFFEE - HOT CHO	\$4.27
CARDMEMBER SERVICE	7-ELEVEN - SNACKS	\$8.04
CARDMEMBER SERVICE	SUPERSHUTTLE - FROM TO HO	\$100.30
CARDMEMBER SERVICE	HYATT - ROOM FOR MEGHAN A	\$685.05
CARDMEMBER SERVICE	CNN INTERNATIONAL - MEAL	\$22.72
CARDMEMBER SERVICE	DELTA - BAGGAGE FEE	\$25.00
CARDMEMBER SERVICE	WILD BANGKOK BAR - MEAL	\$12.75
Kristi Cates	IUPUI: MILEAGE & MEALS RE	\$113.41
KAREN McCLURE	REIMB - TRAVEL E. PEORIA	\$39.96
FRONTIER	MONTHLY PHONE SERVICE	\$127.92
BRODART COMPANY	ADULT BOOKS	\$20.37
BRODART COMPANY	ADULT BOOKS	\$24.78
COMCAST CORPORATION	ACCT.# 8771 20 330 000912	\$35.82
ILLINOIS LIBRARY ASSOCIATION	TRUSTEE MEMBERSHIP: JESS	\$75.00
ILLINOIS LIBRARY ASSOCIATION	TRUSTEE MEMBERSHIP: PAMEL	\$75.00
ILLINOIS LIBRARY ASSOCIATION	TRUSTEE MEMBERSHIP: CHARL	\$75.00
ILLINOIS LIBRARY ASSOCIATION	TRUSTEE MEMBERSHIP: TERRY	\$75.00
ILLINOIS LIBRARY ASSOCIATION	MEMBER ID: 834035	\$75.00



<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
ULINE INC	HARD SURFACE CHAIR MAT	\$107.07
BOUND TO STAY BOUND BOOKS INC	CHILDRENS BOOKS	\$42.93
JOURNAL STAR	ACCT.# 0042 0001045244 -N	\$436.80
PURITAN SPRINGS WATER	WATER SERVICE 3/25 - 4/21	\$38.90
CENTRAL SUPPLY CO	TOWELS,TRESH BAGS	\$1,457.18
PIP PRINTING	NOTE CARDS/NPL	\$45.41
PIP PRINTING	NOTE CARDS	\$152.95
WATTS COPY SYSTEMS, INC.	IMAGE CHARGES	\$131.39
MILLER JANITOR SUPPLY	AIR FILTERS,CLEANER	\$722.05
MIDWEST TAPE	DVDS	\$29.98
MIDWEST TAPE	MUSIC CDS	\$125.91
MIDWEST TAPE	AUDIOBOOKS	\$59.98
MIDWEST TAPE	DVDS	\$137.95
MIDWEST TAPE	MUSIC CDS	\$25.98
MIDWEST TAPE	DVDS	\$53.98
MIDWEST TAPE	AUDIOBOOKS	\$37.99
MIDWEST TAPE	DVDS	\$33.99
MIDWEST TAPE	DVDS	\$72.97
CLIFTONLARSONALLEN LLP	AUDIT SERVICES	\$362.50
NAUMAN INC	TEMP CONTROL CONTRACT	\$712.10
RANDOM HOUSE, INC.	ADULT BOOKS	\$40.00
WALMART COMMUNITY BRC	DVDS	\$920.92
WALMART COMMUNITY BRC	DVDS	\$48.34
WALMART COMMUNITY BRC	LARGE ORGANIZER	\$26.88
WALMART COMMUNITY BRC	TREADSETTER	\$51.76
WALMART COMMUNITY BRC	DVDS	\$518.68
WALMART COMMUNITY BRC	MISC SUPPLIES/NPL	\$36.00
WALMART COMMUNITY BRC	SUPPLIES/NPL	\$58.18
RECORDED BOOKS LLC	CHILDREN CDS	\$78.75
RECORDED BOOKS LLC	CDS	\$154.80
RECORDED BOOKS LLC	INDIE FLIX MULTI ACCESS	\$2,700.00
RECORDED BOOKS LLC	EMAGAZINES	\$2,015.07
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$245.95
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$57.15
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$440.32
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$246.55
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$242.98
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$177.26
BAKER & TAYLOR COMPANIES	YA BOOKS	\$533.32
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$113.11
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$128.68
BAKER & TAYLOR COMPANIES	YA BOOKS	\$57.22
BAKER & TAYLOR COMPANIES	YA BOOKS	\$11.27
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$55.24
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$1,725.03
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$108.40
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$234.58
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$7.22
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$158.57
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$226.39
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$207.83
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$179.46
BAKER & TAYLOR COMPANIES	ADULT BOOKS	\$199.74
BAKER & TAYLOR COMPANIES	CHILDREN BOOKS	\$174.61
BAKER & TAYLOR CONTINUATION	FODORS TRAVEL GUIDES	\$117.68
BAKER & TAYLOR CONTINUATION	TRAVEL GUIDES	\$172.28
CENGAGE LEARNING INC	APR BASIC 8 PLAN	\$209.17
CENGAGE LEARNING INC	APR CORE 8 PLAN	\$125.20
CENGAGE LEARNING INC	APR WHEELER HRDCVR 6 PLAN	\$101.96

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CENGAGE LEARNING INC	APR BIOGRAPHY 2 PLAN	\$51.73
CENGAGE LEARNING INC	APR MYSTERY 6 PLAN	\$172.43
CENGAGE LEARNING INC	CHRISTIAN FICTION 4 PLAN	\$47.23
CENGAGE LEARNING INC	CHRISTIAN ROMANCE 2 PLAN	\$47.23
CENGAGE LEARNING INC	REVIEWERS CHOICE 2 PLAN	\$47.23
CENGAGE LEARNING INC	APR LRG PRINT DIST 5 PLAN	\$63.00
CENGAGE LEARNING INC	APR MYSTERY SAMPLER 3 PLN	\$68.22
CENGAGE LEARNING INC	APR PEER PICKS 2 PLAN	\$47.23
UNIQUE MANAGEMENT SERVICES INC	PLACEMENTS	\$205.85
CENTER POINT LARGE PRINT	CHRISTIAN FICTION	\$258.84
CENTER POINT LARGE PRINT	ADULT LARGE PRINT BOOKS	\$44.25
LYNDA.COM INC.	YEARLY SUBSCRIPTION	\$13,125.00
<b>Library Fund Library Administration Total</b>		<b>\$43,383.84</b>
Library Fund		\$43,383.84
<b>Community Development Fd Community Development Administration</b>		
OAKBROS	TREE AND STUMP REMOVAL	\$450.00
TNT TREE SERVICE & STUMP REMOVAI	TREE AND STUMP REMOVAL	\$500.00
CLIFTONLARSONALLEN LLP	AUDIT SERVICES	\$362.50
<b>Community Development Fd Community Development Administration Total</b>		<b>\$1,312.50</b>
Community Development Fd		\$1,312.50
<b>Debt Service &amp; Proj. Res. Finance Financial Services</b>		
U.S. BANK	PAYING AGENT BOND FEE EXP	\$750.00
<b>Debt Service &amp; Proj. Res. Finance Financial Services Total</b>		<b>\$750.00</b>
Debt Service & Proj. Res.		\$750.00
<b>Capital Investment Fund Other-Capital Investment Capital Investment</b>		
IL DEPARTMENT OF PUBLIC HEALTH	RE-SUBMITTAL FEES	\$200.00
ROANOKE CONCRETE PRODUCTS CO	CONCRETE WHITE ROCK	\$425.50
ROANOKE CONCRETE PRODUCTS CO	CONCRETE WHITE ROCK	\$437.95
MCLEAN COUNTY ASPHALT	#8 STONE	\$228.41
<b>Capital Investment Fund Other-Capital Investment Capital Investment Total</b>		<b>\$1,291.86</b>
Capital Investment Fund		\$1,291.86
<b>Hotel Dev &amp; Fire Station Other-Capital Investment Capital Investment</b>		
BLDD ARCHITECTS, INC	PROFESSIONAL/CONSULTANT	\$43,820.60
BLDD ARCHITECTS, INC	PROFESSIONAL SERVICES	\$85,201.39
<b>Hotel Dev &amp; Fire Station Other-Capital Investment Capital Investment Total</b>		<b>\$129,021.99</b>
Hotel Dev & Fire Station		\$129,021.99
<b>2007 Bond Fund Finance Financial Services</b>		
U.S. BANK	PAYING AGENT BOND FEE EXP	\$750.00
<b>2007 Bond Fund Finance Financial Services Total</b>		<b>\$750.00</b>
2007 Bond Fund		\$750.00
<b>Water Fund</b>		
WATER PRODUCTS CO OF ILLINOIS	METER FLANGE -1 1/2"&2"	\$489.00
WATER PRODUCTS CO OF ILLINOIS	VALVE BOX-METAL-COMPLETE	\$32,527.00
TOWN OF NORMAL	REFUND 2015 FOSTER DR	\$4.45
CEDUHAR, CRAIG	REFUND 302 N BLAIR DR	\$8.02
TRUNK BAY CONSTRUCTION	REFUND 2604 SHEPARD RD	\$4.72
STOLARICK, STEPHEN	REFUND 1100 BURNING TREE	\$11.50
AQUA EXPRESS CAR WASH	REFUND 1601 N MAIN STREET	\$9.20
MILLETT, MICHAEL	REFUND-607 N MAIN STREET	\$6.98
B-N WATER RECLAMATION DISTRICT	APR 16 RECEIPTS	\$176,457.57
FERGUSON WATERWORKS	2" WATER METERS	\$1,228.78
FERGUSON WATERWORKS	WATER METER 1"	\$241.73
<b>Water Fund Total</b>		<b>\$210,988.95</b>
<b>Water Fund Water Debt Service</b>		
IL ENVIRONMENTAL PROTECTION AGE	PWSLP FILTERS-EPA LOAN	\$26,900.64
<b>Water Fund Water Debt Service Total</b>		<b>\$26,900.64</b>
<b>Water Fund Water Administration</b>		

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MUNICIPAL INS COOPERATIVE AGENC	MICA PREMIUM & RENEWAL	\$25,744.00
VERIZON WIRELESS	MOBILE PHONE SVC - WATER	\$116.51
CARDMEMBER SERVICE	HOTEL EXPENSE CONFERENCE	\$299.04
CARDMEMBER SERVICE	AWWA REGISTRATION - STEVE	\$795.00
MIDWEST MAILING & SHIPPING	MAINT FOR FOLDER INSERTER	\$1,680.00
CLIFTONLARSONALLEN LLP	AUDIT SERVICES	\$362.50

**Water Fund Water Administration Total**      \$28,997.05

**Water Fund Water Distribution**

WATER PRODUCTS CO OF ILLINOIS	BLUE WATER FLAGS	\$180.00
WATER PRODUCTS CO OF ILLINOIS	2",3",4" VB RISER	\$288.00
WATER PRODUCTS CO OF ILLINOIS	VALVE BOX SLIP EXT	\$334.00
WATER PRODUCTS CO OF ILLINOIS	MEDALLION UPPER STEM	\$358.30
WATER PRODUCTS CO OF ILLINOIS	MEDALLION UPPER STEM	\$418.00
WATER PRODUCTS CO OF ILLINOIS	KENNEDY TRAFIC REPAIR KIT	\$193.00
WATER PRODUCTS CO OF ILLINOIS	BLUE MARKING FLAG	\$180.00
WATER PRODUCTS CO OF ILLINOIS	TAPPING O-RINGS	\$1,569.96
MUNICIPAL INS COOPERATIVE AGENC	MICA PREMIUM & RENEWAL	\$66,506.00
VERIZON WIRELESS	MOBILE PHONE SVC - WATER	\$443.06
VERIZON WIRELESS	MOBILE DEVICE SVC MONTHLY	\$304.08
PRAIRIE MATERIAL SALES INC	CONCRETE	\$190.20
PRAIRIE MATERIAL SALES INC	CONCRETE	\$89.10
PRAIRIE MATERIAL SALES INC	CONCRETE	\$111.38
PRAIRIE MATERIAL SALES INC	CONCRETE	\$214.82
ALEXANDER LUMBER COMPANY	LUMBER	\$31.00
METAMORA TELEPHONE CO	PAGING SERVICES FOR WATER	\$29.95
VALLEY VIEW INDUSTRIES INC	1" CLEAN STONES	\$488.46
ILLINOIS METER INC	VALVE REPAIR	\$6,071.50
ACE HARDWARE	MISC HARDWARE-DISTRIBUTIO	\$30.97
ACE HARDWARE	MISC HARDWARE-CREDIT	(\$7.61)
RED WING SHOE STORE	BOOTS-CHRIS PIPP	\$150.00
CHILDERS DOOR SERVICE	GATE RECEIVER	\$81.52
MENARDS	SCREWDRIVER & IMPACT BITS	\$8.96
MENARDS	PAVER LOCKING SAND	\$9.98
FERGUSON WATERWORKS	OUTSTANDING FREIGHT	\$46.04
FERGUSON WATERWORKS	5/8 PRO-READ REGISTER	\$583.96
PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$41.58

**Water Fund Water Distribution Total**      \$78,946.21

**Water Fund Water Treatment**

AMERENIP	ENERGY USAGE	\$34.25
WATER PRODUCTS CO OF ILLINOIS	6"CHECK VALVES,FLANGES	\$160.00
WATER PRODUCTS CO OF ILLINOIS	6"CHECK VALVES,FLANGES	\$1,900.56
WATER PRODUCTS CO OF ILLINOIS	6"CHECK VALVES,FLANGES	\$12.75
WATER PRODUCTS CO OF ILLINOIS	FIRE HOSE	\$220.00
MUNICIPAL INS COOPERATIVE AGENC	MICA PREMIUM & RENEWAL	\$47,198.00
VERIZON WIRELESS	MOBILE PHONE SVC - WATER	\$296.35
VERIZON WIRELESS	MOBILE DEVICE SVC MONTHLY	\$38.01
EAGLE SERVICES CORPORATION	LIME SILO CLEAN OUT	\$17,500.00
MCMASTER-CARR SUPPLY CO	SANDING ROLLS	\$188.40
MCMASTER-CARR SUPPLY CO	LOCKOUT PADLOCK W/LABELS	\$102.17
MICKEY'S LINEN	TOWEL RENTAL - LAB	\$41.40
MISSISSIPPI LIME COMPANY	LIME FOR WATER TREATMENT	\$3,971.03
MISSISSIPPI LIME COMPANY	LIME FOR WATER TREATMENT	\$3,848.28
MISSISSIPPI LIME COMPANY	LIME FOR WATER TREATMENT	\$3,894.31
ACE HARDWARE	MISC HARDWARE-CREDIT	(\$7.62)
ACE HARDWARE	MISC HARDWARE-TREATMENT	\$121.16
MATHIS KELLY CONSTRUCTION	YELLOW BOOTS	\$23.88
SPRINGFIELD ELECTRIC CO	CONTACT BLOCK	\$182.84
SPRINGFIELD ELECTRIC CO	OIL SEAL	\$32.04
HERITAGE MACHINE & WELDING INC	BRACKETS,STEEL PLATES	\$97.65

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
HILL & HILL PLUMBING & HEATING IN PARTS/BACK FLOWS,TESTS		\$1,600.00
HILL & HILL PLUMBING & HEATING IN PARTS/BACK FLOWS,TESTS		\$692.15
INTERSTATE ALL BATTERY CENTER	BATTERY CABLES	\$22.95
MENARDS	FEMALE HOSE MENDERS	\$11.81
HAWKINS INC	POLYPHOSPHATE,SODIUM CHLO	\$6,441.84
FASTENAL COMPANY	MISC PARTS	\$23.60
FASTENAL COMPANY	MISC PARTS	\$155.00
BLUELINE RENTAL LLC	TELESCOPE BOOMLIFT RENTAL	\$1,716.80
BLUELINE RENTAL LLC	TELESCOPE BOOMLIFT RENTAL	\$130.00
<b>Water Fund Water Treatment Total</b>		<b>\$90,649.61</b>
Water Fund		\$436,482.46
<b><u>Water Capital Investment Water Capital Investment</u></b>		
CRAWFORD, MURPHY, & TILLY, INC.	ENGINEERING FOR GENERATOR	\$528.17
CRAWFORD, MURPHY, & TILLY, INC.	PROFESSIONAL SERVICES	\$3,862.81
<b>Water Capital Investment Water Capital Investment Total</b>		<b>\$4,390.98</b>
Water Capital Investment		\$4,390.98
<b><u>Sewer Fund Sewer Administration</u></b>		
WATER PRODUCTS CO OF ILLINOIS	SANITARY SEWER CASTINGS	\$2,913.00
WATER PRODUCTS CO OF ILLINOIS	INLET CASTINGS	\$2,768.00
MUNICIPAL INS COOPERATIVE AGENC	MICA PREMIUM & RENEWAL	\$53,829.00
VERIZON WIRELESS	MOBILE PHONE SVC - SEWER	\$383.72
VERIZON WIRELESS	MOBILE DEVICE SVC MONTHLY	\$114.03
CARDMEMBER SERVICE	OFFICE DEPOT: COPY HOLDER	\$38.97
CARDMEMBER SERVICE	F&F - CLOTHING - ED FLEMI	\$239.94
CARDMEMBER SERVICE	HOME DEPOT: SCREWDRIVER S	\$29.97
Cody Friedlein	CDL REIMB. - CODY FRIEDLE	\$30.00
JOPAC COMPANIES	BARE HOSE REEL	\$491.00
ENVIRONMENTAL PRODUCTS & ACCES	VACTOR PARTS	\$597.05
OMNI-SITE.NET	HIGH GAIN DIRECT ANNTENNA	\$659.36
EVERGREEN FS INC.	LP GAS	\$35.96
ANDERSON ELECTRIC INC	WATER FEATURE REPAIRS	\$312.35
ACE HARDWARE	PLUMBING SUPPLIES	\$5.93
CRAWFORD, MURPHY, & TILLY, INC.	PROFESSIONAL SERVICES	\$22,063.12
MATHIS KELLY CONSTRUCTION	WOOD STAKES,ENG HAMMER	\$51.52
MATHIS KELLY CONSTRUCTION	REINF STEEL	\$110.03
MATHIS KELLY CONSTRUCTION	PATCH & PLUG 60# PAIL	\$102.37
CENTRAL SUPPLY CO	FLUORESCENT & WHITE PAINT	\$1,285.20
RED WING SHOE STORE	BOOTS/JUSTIN SWEENEY	\$139.49
BILL'S KEY & LOCK SHOP	KEYS	\$35.11
BILL'S KEY & LOCK SHOP	KEYS	\$50.13
ETCHESON SPA & POOL	VALVE PUMP,HOSE	\$370.27
DAVE CAPODICE	PULVERIZED TOPSOIL	\$134.59
MIDWEST EQUIPMENT II	CONCRETE SAW REPAIR	\$396.25
MIDWEST EQUIPMENT II	SHUT OFF COCK(SAW PARTS)	\$23.40
MENARDS	MALE HOSE ADAPTOR	\$8.34
MENARDS	PVC PIPE & U BOLT	\$5.37
MENARDS	WASHER,SCREW,PVC PIPE	\$7.56
MENARDS	WIRE BRUSH&SKIMMER HEAD	\$26.40
MENARDS	CONSTRUCTION TOOLS	\$178.91
CLIFTONLARSONALLEN LLP	AUDIT SERVICES	\$362.50
EAST ST HARDWARE & TOOLS	SMALL TOOL,CONCRETE DRILL	\$33.25
HOME DEPOT CREDIT SERVICES	GREASE GUNS	\$42.18
<b>Sewer Fund Sewer Administration Total</b>		<b>\$87,874.27</b>
Sewer Fund		\$87,874.27
<b><u>Sewer Capital Investment Sewer Capital Investment</u></b>		
CRAWFORD, MURPHY, & TILLY, INC.	IRNWD FORCEMAIN	\$19,228.90
<b>Sewer Capital Investment Sewer Capital Investment Total</b>		<b>\$19,228.90</b>

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
	Sewer Capital Investment	\$19,228.90
<b>Health &amp; Dental Ins Fund</b>		
BLUE CROSS BLUE SHIELD OF ILL	STOP LOSS ADJ - APR	(\$211.35)
	<b>Health &amp; Dental Ins Fund Total</b>	<b>(\$211.35)</b>
<b>Health &amp; Dental Ins Fund Administration - City Mgr Health Insurance</b>		
VSP	MONTHLY BENEFIT PAYMENT	\$4,983.23
BLUE CROSS BLUE SHIELD OF ILL	BLUE CROSS CLAIMS - APR	\$148,634.63
BLUE CROSS BLUE SHIELD OF ILL	BLUE SHIELD CLAIMS - APR	\$154,845.10
BLUE CROSS BLUE SHIELD OF ILL	DRUG CLAIMS - APR	\$114,277.69
BLUE CROSS BLUE SHIELD OF ILL	ADMIN FEES - APR	\$23,972.85
BLUE CROSS BLUE SHIELD OF ILL	RX CREDIT - APR	(\$3,289.86)
BLUE CROSS BLUE SHIELD OF ILL	ACCESS FEE - APR	\$5,561.83
BLUE CROSS BLUE SHIELD OF ILL	STOP LOSS SPECIFIC - APR	\$24,784.65
BLUE CROSS BLUE SHIELD OF ILL	ADJUSTMENTS -APR	\$1,093.34
BLUE CROSS BLUE SHIELD OF ILL	OTHER SERVICES -APR	\$1,237.50
	<b>Health &amp; Dental Ins Fund Administration - City Mgr Health Insurance Total</b>	<b>\$476,100.96</b>
	Health & Dental Ins Fund	\$475,889.61
<b>Police Pension Fund Police Police Pension</b>		
CLIFTONLARSONALLEN LLP	AUDIT SERVICES	\$362.50
REIMER DOBROVOLNY & KARLSON LL	LEGAL FEES - PENSION BOAR	\$262.19
	<b>Police Pension Fund Police Police Pension Total</b>	<b>\$624.69</b>
	Police Pension Fund	\$624.69
<b>Fire Pension Fund Fire Fire Pension</b>		
CARDMEMBER SERVICE	HOTEL	\$857.06
CARDMEMBER SERVICE	MEALS	\$101.05
CLIFTONLARSONALLEN LLP	AUDIT SERVICES	\$362.50
	<b>Fire Pension Fund Fire Fire Pension Total</b>	<b>\$1,320.61</b>
	Fire Pension Fund	\$1,320.61
	<b>Grand Total</b>	<b>\$2,781,905.13</b>

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

---

## ***Resolution to Accept an Agreement from EA Architecture & Design, Inc. for Design Services in the Amount of \$28,000 for the Building Expansion at the 621 S. Linden Street Maintenance Facility***

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**PREPARED BY:** Chris Cotten, Director of Parks and Recreation

**REVIEWED BY:** Mark R. Peterson, City Manager  
Greg Troemel, Director of Inspections  
Brian Day, Corporation Counsel

**BUDGET IMPACT:** Funds are available in the FY16-17 Budget for this expense.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Resolution, Proposed Agreement from EA Architecture & Design, Inc.

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### **BACKGROUND**

The Parks Maintenance Division currently operates out of two principal facilities, one located at Fairview Park and the other at 621 S. Linden Street. As noted in the newly adopted Parks and Recreation Master Plan, this split between facilities is inefficient. It requires staff to report to two different facilities and the lack of dedicated storage space requires that equipment and supplies must be stored outdoors, which is problematic in winter when equipment is covered in snow and ice and materials such as sand and mulch are frozen.

To improve communication, logistics, and efficiencies, Staff proposes to expand the Linden-Street Facility and use it as the primary maintenance facility. The Fairview facility will be used for storage. The existing building currently used to store Connie Link supplies will be used to store the Forestry and Horticulture equipment.

The expansion of the Linden-Street Facility would include: office space for the three Park Maintenance Supervisors and the Assistant Parks Director, new dedicated storage for the Connie Link Amphitheater, a maintenance bay to store vehicles and equipment, which are currently left outdoors, and a covered bunker area to store sand, dirt, mulch, and similar supplies.

### **DISCUSSION/ANALYSIS**

The expansion of the Linden-Street Facility will require architectural services. Those services will include:

- Construction Plans, including foundation, shell, M.E.P. design, and architectural designs;
- Public Bidding Management, including bid preparation, pre-bid meeting, and bid summaries;
- Construction contract administration, pay requests, and payroll reporting and certification;
- Construction project oversight, RFI management, and change order management

## **TOWN COUNCIL ACTION REPORT**

- Review of shop drawings and associated construction submittals; and
- Plan printing, plan submittals to Town, Code plan review, and response services.

Under Illinois law, professional services, such as those of architects, are not competitively bid. Instead, the Town would have to work through a firm with which it has an existing relationship or go through an RFQ process for other firms.

The Town has an existing relationship with EA Architecture and Design, Inc. ("EA"). Over the past several years, the Town has worked closely, through the private sector, with the firm on a variety of projects. Town staff has found EA to be qualified and responsive. With this experience, Staff is confident that EA would be well suited to provide the necessary design services for a project of this scope.

EA has submitted a proposed agreement for this project in an amount of \$28,000. Based on past experience and industry standards, the Town can expect that the costs of the design services will generally run between 10 – 15% of the overall construction costs. Using \$558,638 as the number anticipated for this project, EA's proposed design-services costs are 5% of the total construction costs, which is below both industry standards and our past experiences when seeking design services.

Staff recommends the approval of the proposed agreement with EA Architecture and Design in the amount of \$28,000. Staff and Mr. Russ Arbuckle (EA Principal) will be present to answer any questions the Council may have regarding this request.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO ACCEPT AN AGREEMENT FROM EA ARCHITECTURE & DESIGN, INC. FOR DESIGN SERVICES IN THE AMOUNT OF \$28,000 FOR THE BUILDING EXPANSION AT THE 621 S. LINDEN STREET MAINTENANCE FACILITY

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's Parks Maintenance Division operates a maintenance facility at 621 S. Linden Street, and that facility is in need of expansion; and

WHEREAS, the Town needs to procure design services related to that anticipated building expansion; and

WHEREAS, the Town has an existing "satisfactory relationship" with EA Architecture and Design, Inc. as that term is used in the Local Government Professional Services Selection Act; and

WHEREAS, EA Architecture and Design, Inc. has submitted a proposed agreement to perform the design work at a cost of \$28,000; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to hire EA Architecture and Design, Inc. for design services related to the expansion of the maintenance facility at 621 S. Linden Street.

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

SECTION ONE: That the President is authorized to execute, for and on behalf of the Town of Normal, an agreement with EA Architecture and Design, Inc. for design services related to the expansion of the maintenance facility at 621 S. Linden Street. The agreement must substantially conform to the agreement attached as "Exhibit A."

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Town Clerk  
(seal)





## Agreement

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and Sixteen (2016)

BETWEEN the Client(s):      Town of Normal  
   Parks and Recreation Department  
   Chris Cotten  
   11 Uptown Circle  
   Normal, Illinois 61761

and the Architect:              EA Architecture & Design, Inc.  
   2416 E. Washington Street, Suite C-3  
   Bloomington, Illinois 61704  
   (309) 663-7111

The Client and Architect agree as set forth below:

### 1. SCOPE OF WORK:

- a. General: The scope of work of this Agreement is to create design and construction drawings and submittals documents for a new rigid-frame addition of approximately 11,500 square feet and a new conventional, light steel frame addition of approximately 1200 square feet building to the existing parks and recreation maintenance shop/shed at 621 S. Linden Street, Normal. The work of this project is to be based upon a preliminary layout sketch as provided to the Architect by the Client. The Architect shall work with the client to develop the design of such spaces as required.
- b. The work of this agreement shall include all architectural design, structural engineering, interior design, mechanical, electrical and plumbing design, drawings and details for bidding, permitting and construction except as noted herein.
- c. The work of this agreement shall include:
  - i. Public bid management including preparation of Request for Proposals and newspaper ad, preparation and distribution of bidders manuals, hosting of pre-bid meetings, bid opening, review and summary.
  - ii. Construction Contract administration including preparation of AIA standard form of Contract for Construction, receipt of pay requests, collection of IDOL certified payroll reports, assistance with any response to IDOL inquiry or FOIA request, and pay request certifications.
- d. The work of this Agreement shall specifically include:
  - i. Architectural design and construction drawings and specifications, Architectural oversight over consultants for the design and construction of

- the project, review of all shop drawings and submittals, response to all requests for information, public bid management and construction contract administration services, and construction observation,
- ii. Structural design, construction drawings and specifications, including footing and foundation design, preparation of scope of work and building specifications for rigid frame building manufacturer,
  - iii. Interior design, including finishes, fixtures and lighting planning, design, construction drawings and specifications,
  - iv. Mechanical system design and/or engineering including plumbing, gas piping and Heating, Ventilating and Cooling (HVAC) design, Electrical system design, construction drawings and specifications,
  - v. Code review including ADA, Illinois Accessibility Code, Int. Energy Conservation Code 2015, and all other applicable building codes,
  - vi. Plan review response and construction follow-up services, as needed, and
  - vii. Printing and other deliverables as described below.
- e. The work of this agreement specifically EXCLUDES:
- i. Civil Engineering, parking lot design, storm water management design or any other site or utility service engineering or design,
  - ii. Building permits and plan review fees, permits, required by any authority having jurisdiction,
  - iii. Any insurance or bond above and beyond that typically and in the amounts held by the Architects,
  - iv. Fire sprinkler or fire alarm system design,
  - v. Landscape planning or design,
  - vi. Low voltage systems design, (ie., telephone, data, security, etc.),
  - vii. Construction fees or costs associated with the physical construction, or
  - viii. Any other planning or service not expressly listed in this agreement.
2. CONTRACT TIME: The date of commencement for this project shall be the date of receipt of this executed agreement, and shall proceed without significant interruption until completion.
3. DELIVERABLES:
- a. The work of this project shall produce the following deliverables:
    - i. Architectural, structural, mechanical, electrical, and interior design drawings, details and submittals for review, development and approval,
    - ii. Architectural, and Engineering drawings and specifications for review and bidding purposes,
    - iii. Submittal Documents for Plan Review,
    - iv. Final Bid/Construction Drawings including any comments and/or changes as



- a result of the plan review.
  - b. Each set of deliverables shall be provided to the Client in paper copies (up to four (4) full size, Size D or E) and electronic (PDF) files.
4. PAYMENT:
- a. The primary work as described herein shall be performed for the flat fee rate of Twenty Eight Thousand (\$28,000.00).
  - b. Any other reimbursable expenses shall be added at cost-plus 10%. Should the scope of work change or other specialty consultants required, fees for those services shall also apply at cost-plus 10%, upon approval by Client. Mileage and travel expenses shall not be considered a reimbursable expense.
  - c. Invoices shall be submitted on a regular basis (Typically monthly) for all time and expenses to date. A final invoice will be submitted upon completion of all of the work as described herein and issuance of occupancy permit by AHJ.
  - d. Amounts not paid within 30 days of receipt shall incur finance charges at a rate of 1% per month and further work shall cease until satisfactory payment arrangements have been made.
5. TERMS AND CONDITIONS:
- a. Architect: The term Architect as used herein shall mean EA Architecture & Design, Inc., and the principals, designers, employees and consultants of EA Architecture & Design, Inc. collectively or singularly. The principal architect shall be solely responsible for assignment of the work to individuals within the Architect's organization and/or to consultants but shall be responsible for their work to the fullest extent of the law.
  - b. Client: The term Client as used herein shall mean the party identified as such above. In the case of a business or corporation, the term Client shall mean the business or corporation and all owners/officers of such business or corporation. The Client or Clients shall each be party to this agreement and shall be responsible for the provisions herein collectively or singularly. The party signing this agreement on behalf of a business or corporation shall be authorized to conduct such business on behalf of the entity and by signing this agreement, certifies such authorization.
  - c. Standard of Care: In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
  - d. Hidden Conditions and Hazardous Materials: It is assumed that the site conditions are readily apparent and that no hidden condition, object, abnormality, or hazardous materials exist. The Architect shall not be held responsible for the discovery of any hidden condition, abnormality or hazardous material found during the course of this project. The Architect may charge reasonable fees to design or redesign the project to mediate any hidden condition, object, abnormality or hazardous material.
  - e. Jobsite Safety: The Architect (or any of their employees or subconsultants) is not

responsible for Jobsite Safety. The project's General Contractor shall solely be responsible for the means, methods, techniques, and sequence of the construction process and shall be solely responsible for Jobsite Safety. No action of the Architect shall relieve the General Contractor of these obligations, duties and responsibilities.

- f. Ownership of Documents: All documents produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any other endeavor without the written consent of the Architect. However, the Client shall be granted an unlimited license for use of the documents produced by the Architect under this agreement for any purpose deemed necessary, related to this property, including but not limited to, distributing to others for future design development.
- g. Insurance: The Architect shall maintain professional liability ("Errors and Omissions") insurance, general liability insurance and workman's compensation insurance for the duration of the work and shall maintain coverage for professional liability coverage for "past works" for a minimum of two years after the completion of the work described herein or three years from the date of this Agreement, whichever is less.
- h. Dispute Resolution: This Agreement shall be governed by the laws of the State of Illinois and venue shall be the Circuit Court of McLean County, Illinois. Should either party institute legal proceedings arising from this Agreement, the prevailing party shall, as a part of any judgment, have and receive court costs, reasonable expenses of litigation, and attorneys' fees.

6. TERMINATION:

- a. Upon written notice the Clients may terminate this agreement at any time. All monies due through the termination shall be paid upon acceptance of the termination notice.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Architect and the other to the Client. The individuals that sign this Agreement below warrant that they are legally eligible to enter into this agreement on behalf of the Client.

Client(s): Town of Normal

Architect: EA Architecture & Design, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

This proposal is valid if signed, dated and returned before 6/5/16. Void thereafter.





PROJECT DEVELOPMENT

- PRE-DESIGN PHASE \_\_\_\_\_
  - CLIENT MEETING
  - DATA COLLECTION
    - FIELD MEASUREMENTS
    - LOT/SITE INFORMATION, SURVEY, TOPOGRAPHY
    - SOIL BORINGS/TESTING
    - EXISTING CIVIL ENGINEERING/UTILITIES
    - BUILDING CODE/ZONING INFORMATION REVIEW
- DESIGN PHASE \_\_\_\_\_
  - PRELIMINARY DESIGN
    - ARCHITECTURAL SITE PLAN
    - FLOOR PLANS
    - ELEVATIONS
    - SECTIONS
  - CLIENT REVIEW
  - PRESENTATION DRAWINGS (Limited to 1 24x36 Colored Rendering)
- DESIGN DEVELOPMENT \_\_\_\_\_
  - SITE PLANNING
    - CIVIL ENGINEERING, STORM WATER MGMT., PARKING LOT DESIGN
    - LANDSCAPE PLANNING
  - STRUCTURAL PLANS
    - FRAME SELECTION AND SPECIFICATION
    - FOUNDATION/FOOTING PLANS
    - ROOF DESIGN AND PLAN
  - MECHANICAL SYSTEMS
    - PLUMBING SYSTEM
    - HEATING, VENTILATION AND COOLING SYSTEM
    - ELECTRICAL SYSTEM
  - INTERIOR DESIGN
    - INTERIOR FINISHES
    - FIXTURES/FURNISHINGS
- CONSTRUCTION DOCUMENTS \_\_\_\_\_
  - WORKING DRAWINGS
  - DESIGN DETAILS
  - MATERIAL SELECTIONS
  - SPECIFICATIONS (Outline Specifications Only)
  - CODE COMPLIANCE REVIEW
  - PLAN REVIEW RESPONSE
- BID/PROPOSAL PHASE \_\_\_\_\_
  - BID PACKAGE PREPARATION
  - BID/PROPOSAL COMPARISON AND REVIEW
  - CONSTRUCTION CONTRACT AGREEMENTS
- CONSTRUCTION PHASE \_\_\_\_\_
  - CONSTRUCTION INSPECTION AND OVERSIGHT (As needed/Req. by Client)
  - SHOP DRAWING REVIEW AND APPROVAL
  - PAY REQUEST REVIEW AND AUTHORIZATION
  - PUNCHLIST/FINAL INSPECTION (As needed/Req. by Client)
  - CLIENT MEETING

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

---

## ***Resolution Authorizing the Extension of a Lease Agreement for the Police Department Substation on Orlando Avenue with Pria Inc.***

---

**PREPARED BY:** Richard Bleichner, Chief of Police

**REVIEWED BY:** Mark R. Peterson, City Manager

**BUDGET IMPACT:** The monthly cost of the agreement remains the same as the past agreement. Sufficient funds already exist in the 16/17 budget to cover the cost of the agreement. (line 001-6010-421.30-50)

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Resolution, Lease Agreement Amendment

---

### **BACKGROUND**

In 2002 the Police Department opened a substation at 623 West Orlando. Since that time the Police Department has been deploying walking, vehicle and bicycle patrols in the Orlando area. The initial goal of the project was to improve communications between the residents of the Orlando area and the police. The facility provided a location near the Orlando street neighborhood where officers could complete reports, conduct interviews and meet with residents. The facility provided full computer access, phone lines and interview rooms with digital recording equipment. All of these services set this substation apart from others in the past and make it possible for officers to remain in the field longer, reducing response times.

### **DISCUSSION/ANALYSIS**

In June of 2002 the Police Department opened a 1500 square foot substation within an existing commercial property located at 623 W. Orlando. The property is within close proximity of the apartment complexes in the Orlando Avenue area as well as other high density developments in the north and northwest part of town. We believe a substation at this location continues to provide additional opportunities for the Police Department to remain highly visible and accessible for residents living in these neighborhoods. Officer can complete police reports, check email, interview witnesses and victims, as well as complete other paperwork at the substation. This reduces the number of times officers need to return to the police department during their shift. The substation is also used by members of the Illinois State Police to complete reports, answer email and reduces drive time for troopers living in the southern part of the district.

The current lease agreement of \$1,400 per month expires on May 31, 2016. The new proposed agreement is for a two-year period, June 1, 2016 to May 31, 2018 at the same monthly rate as the prior agreement.

Staff recommends the approval of the agreement as drafted for the June 2016 through May 2018 period.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO LEASE -  
POLICE DEPARTMENT SUBSTATION ON ORLANDO AVENUE

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 established a temporary police substation at 632 W. Orlando in Normal in 2002; and

WHEREAS, the Town of Normal entered into a two-year lease with the owners of 632 W. Orlando, Kalyanasundaram Gopinath and Rebecca Gopinath for that substation; and

WHEREAS, the term of the lease has been extended numerous times since 2002; and

WHEREAS, the current lease extension expires May 31, 2016; and

WHEREAS, the Town of Normal desires to maintain the police substation at 632 W. Orlando for an additional two-year term; and

WHEREAS, the rent amount will be \$1,400 per month for the period from June 1, 2016 through May 31, 2018; and

WHEREAS, it is in the best interest of the citizens of the Town of Normal to enter into an extension of the lease.

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

SECTION ONE: That the Town of Normal hereby authorizes the President of the Board of Trustees to enter into an Amendment to Lease, as set forth in Exhibit A.

SECTION TWO: That the Town Clerk is authorized and directed to attest to the signature of the President of the Board of Trustee on the lease amendment and to retain a fully executed original of it in her office for public inspection.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

---

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

ATTEST:

---

Town Clerk

(seal)



**AMENDMENT TO LEASE**

THIS AGREEMENT made this 1st day of April, 2016, by and between PRIA, Inc., and Kalyanasundaram Gopinath and Rebecca Gopinath and hereinafter referred to as "Lessor", and Town of Normal, hereinafter referred to as "Lessee",

WHEREAS, Lessor and Lessee entered into a lease agreement dated 3rd day of June 2002, for the premises located at 632 W. Orlando, Unit C, Normal, Illinois; and

WHEREAS, the parties desire to modify the Lease.

NOW, THEREFORE, In consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties do hereby agree as follows:

1. The current term of lease expires on May 31, 2016.
2. Lessee and Lessor agree to extend the lease with an additional term.

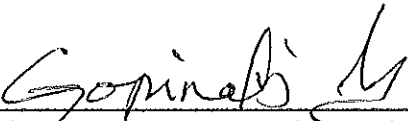
The term shall commence on June 1, 2016 and expire on May 31, 2018. The monthly rent for the period from June 1, 2016 through May 31, 2018 shall be \$1400.00 per month.

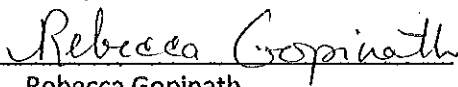
3. Except as herein modified, all other terms, covenants and conditions of said Lease shall remain in full force and effect and hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement the date and year first above written.

PRIA, Inc.

By

  
Kalyanasundaram Gopinath, President

  
Rebecca Gopinath

LESSORS

TOWN OF NORMAL

By: \_\_\_\_\_

Its \_\_\_\_\_

LESSEE

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

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## ***Resolution Accepting Temporary Construction Easements from Advocate Health and Hospitals Corporation for the Virginia Avenue Improvement Project***

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**PREPARED BY:** Gene Brown, City Engineer

**REVIEWED BY:** Mark R. Peterson, City Manager  
Brian Day, Corporation Counsel

**BUDGET IMPACT:** None

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Resolution  
Temporary Easements and Plats

---

### **BACKGROUND**

The FY 2015-17 MFT budget includes funding for the improvement of Virginia Avenue from University Street to Franklin Avenue. Improvement consist of the construction of a thirty-nine foot face to face (39' F-F) Portland cement concrete pavement with curb and gutter, sidewalks, storm sewers and necessary appurtenances. To complete the project five temporary construction easements are required to complete grading and construction work along the north and south sides of the Virginia Avenue ROW adjacent to Advocate BroMenn Medical Center property.

### **DISCUSSION/ANALYSIS**

The Farnsworth Group has prepared plans and easement plats for the project. The temporary construction easements have been reviewed by Advocate Health and Hospitals Corporation and the easement documents have been executed by them. The proposed Trustee's Deeds conveying the temporary easements have been reviewed by staff and are in proper form for acceptance.

With the acquisition of these easements the project is now ready to go to letting and will be advertised for bids later this spring. Substantial completion of the project is scheduled for November of this year.

**PIN:**

Part of:

- 14-33-181-006
- 14-33-181-009
- 14-33-181-011
- 14-33-181-013
- 14-33-181-014
- 14-33-182-010
- 14-33-252-004
- 14-33-252-007
- 14-33-253-027
- 14-33-254-033
- 14-33-254-034
- 14-33-259-000

**Prepared by:**

Town of Normal  
Legal Department  
309/454-9507

**Return to:**

Town of Normal  
Town Clerk  
11 Uptown Circle, PO Box 589  
Normal, IL 61761-0589

RESOLUTION NO.

A RESOLUTION ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS  
FROM ADVOCATE HEALTH AND HOSPITALS CORPORATION FOR THE  
VIRGINIA AVENUE IMPROVEMENT 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, in conjunction with the project to improve Virginia Avenue, Advocate Health and Hospitals Corporation is granting the Town temporary construction easements; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Normal to formally accept the grant of the temporary construction easements.

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

SECTION ONE: That the Town of Normal accepts the temporary easement grants set forth under Exhibit 1 to this resolution.

SECTION TWO: That the Town Clerk is directed to record a certified copy of this resolution and the temporary easement grants in the office of the Recorder of Deeds for McLean County.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Town Clerk

(seal)

**Exhibit 1**  
Temporary Easement Grants  
From Advocate Health and Hospitals Corporation  
To the Town of Normal

**Temporary Easement Grant 1:**

Part of:

14-33-181-006  
14-33-181-009  
14-33-181-011  
14-33-181-013  
14-33-181-014  
14-33-252-004  
14-33-252-007

**Temporary Easement Grant 2:**

Part of:

14-33-253-027

**Temporary Easement Grant 3:**

Part of:

14-33-182-010  
14-33-254-033  
14-33-259-000  
14-33-254-034

**PIN:**

Part of:

14-33-181-006

14-33-181-009

14-33-181-011

14-33-181-013

14-33-181-014

14-33-252-004

14-33-252-007

**Prepared by:**

Town of Normal

Legal Department

309/454-9507

**Return to:**

Town of Normal

Town Clerk

11 Uptown Station

Normal, IL 61761

### TEMPORARY EASEMENT GRANT

THIS INDENTURE WITNESSETH, that ADVOCATE HEALTH AND HOSPITALS CORPORATION, an Illinois Not-For-Profit Corporation, doing business as ADVOCATE BROMENN MEDICAL CENTER ("Grantor"), for and in consideration of the sum of \$10 and other good and valuable consideration in hand paid, conveys and grants to the TOWN OF NORMAL, an Illinois Municipal Corporation, ("Grantee"), a temporary easement over, across, under, upon, and through the property identified as Temporary Easement No. 1 and Temporary Easement No. 2 on the easement plat attached as Exhibit A ("Property") as a temporary easement required for working purposes only during the improvement of Virginia Avenue.

The right, easement, and privilege granted herein shall terminate on the completion of the work but in no event later than June 1, 2017.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Grantee will protect, indemnify and save harmless Grantor, and their respective members, employees, agents, and mortgagees from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including,

without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against any of the foregoing or the Property during the term hereof, on account of Grantee's use or occupancy of the Property unless caused by an act or omission of Grantor, including, but not limited to, (i) any accidents or injury to or death of persons or loss of or damage to property occurring on or about the Property, (ii) any act or omission on the part of Grantee or any of its agents, contractors, subgrantees, licensees or invitees or (iii) any mechanic's or supplier's claim for lien in connection with or work done or materials furnished relating to the Property. In case any action, suit or proceeding is brought against any of the foregoing by reason of any such occurrence, Grantee, upon request, will at Grantee's expense defend such action, suit or proceeding with counsel reasonably acceptable to Grantor.

All damage to the Property and all damage to any property, real or personal, resulting from or arising out of the use by the Grantee of this Property, upon request of the Grantor, shall be promptly repaired and/or restored by the Grantee, at the Grantee's sole cost and expense, to the condition existing immediately prior to such damage or destruction.

IN TESTIMONY WHEREOF, the undersigned have affixed their signature on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Town of Normal

Advocate Health and Hospitals  
Corporation d/b/a Advocate BroMenn  
Medical Center

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: Colleen L. Kannaday  
Name: Colleen L. Kannaday

STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF MC LEAN )

This instrument was acknowledged before me on May 3, 2016 by Colleen L. Kannaday as President of Advocate BroMenn Medical Center.

Nancy J Kaufmann  
(Signature of Notary Public)  
(Seal)



STATE OF ILLINOIS    )  
  ) ss  
COUNTY OF MC LEAN )

This instrument was acknowledged before me on \_\_\_\_\_, 2016 by  
\_\_\_\_\_ as \_\_\_\_\_ of the Town of Normal Illinois.

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

Send any subsequent tax bills to Grantor.

NOTE:

This transfer is exempt from any Real Estate Transfer Tax under provisions of subsection (e) of Section 31-45 of the Real Estate Transfer Tax Law.

Date: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Grantee's Representative



S:\McLEAN\NORMAL\EASEMENT\0151287.00 - Virginia Avenue Reconstruction\Dwg\0151287.00 - Virginia Avenue Temp. Easement.dwg | 1/12/2016 10:48 AM | dmuntz

UNIVERSITY STREET (66' R.O.W.)

136.88'

BLOCK

89°49'33"

90°29'37"

B.N.W.R.D. CREEK RIGHT-OF-WAY  
(EXCEPTION)

45

381.02'

FOURTEENTH  
ADDITION TO  
TOWN OF NORMAL

7' TEMPORARY CONSTRUCTION  
EASEMENT NO. 1

380.50'(P) 380.32'(M)

VIRGINIA AVENUE (66' R.O.W.)

 **Farnsworth**  
GROUP  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

TEMP

**PIN:**

Part of:  
14-33-253-027

**Prepared by:**

Town of Normal  
Legal Department  
309/454-9507

**Return to:**

Town of Normal  
Town Clerk  
11 Uptown Station  
Normal, IL 61761

**TEMPORARY EASEMENT GRANT**

THIS INDENTURE WITNESSETH, that ADVOCATE HEALTH AND HOSPITALS CORPORATION, an Illinois Not-For-Profit Corporation, doing business as ADVOCATE BROMENN MEDICAL CENTER ("Grantor"), for and in consideration of the sum of \$10 and other good and valuable consideration in hand paid, conveys and grants to the TOWN OF NORMAL, an Illinois Municipal Corporation, ("Grantee"), a temporary easement over, across, under, upon, and through the property identified as Temporary Easement No. 1 and Temporary Easement No. 2 on the easement plat attached as Exhibit A ("Property") as a temporary easement required for working purposes only during the improvement of Virginia Avenue.

The right, easement, and privilege granted herein shall terminate on the completion of the work but in no event later than June 1, 2017.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Grantee will protect, indemnify and save harmless Grantor, and their respective members, employees, agents, and mortgagees from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against any of the foregoing or the Property during the term hereof, on account of Grantee's use or occupancy of the Property unless caused by an act or omission of Grantor, including, but not limited to, (i) any accidents or injury to or death of persons or loss of or damage to property occurring on or about the Property, (ii) any act

or omission on the part of Grantee or any of its agents, contractors, subgrantees, licensees or invitees or (iii) any mechanic's or supplier's claim for lien in connection with or work done or materials furnished relating to the Property. In case any action, suit or proceeding is brought against any of the foregoing by reason of any such occurrence, Grantee, upon request, will at Grantee's expense defend such action, suit or proceeding with counsel reasonably acceptable to Grantor.

All damage to the Property and all damage to any property, real or personal, resulting from or arising out of the use by the Grantee of this Property, upon request of the Grantor, shall be promptly repaired and/or restored by the Grantee, at the Grantee's sole cost and expense, to the condition existing immediately prior to such damage or destruction.

IN TESTIMONY WHEREOF, the undersigned have affixed their signature on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Town of Normal

Advocate Health and Hospitals  
Corporation d/b/a Advocate BroMenn  
Medical Center

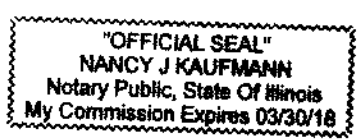
By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: Colleen L. Kannaday  
Name: Colleen L. Kannaday

STATE OF ILLINOIS    )  
  ) ss  
COUNTY OF MC LEAN )

This instrument was acknowledged before me on May 3, 2016 by Colleen L. Kannaday as President of Advocate BroMenn Medical Center.

Nancy J Kaufmann  
(Signature of Notary Public)  
(Seal)



STATE OF ILLINOIS    )  
  ) ss  
COUNTY OF MC LEAN )

This instrument was acknowledged before me on \_\_\_\_\_, 2016 by  
\_\_\_\_\_ as \_\_\_\_\_ of the Town of Normal Illinois.

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

Send any subsequent tax bills to Grantor.

Send any subsequent tax bills to Grantor.

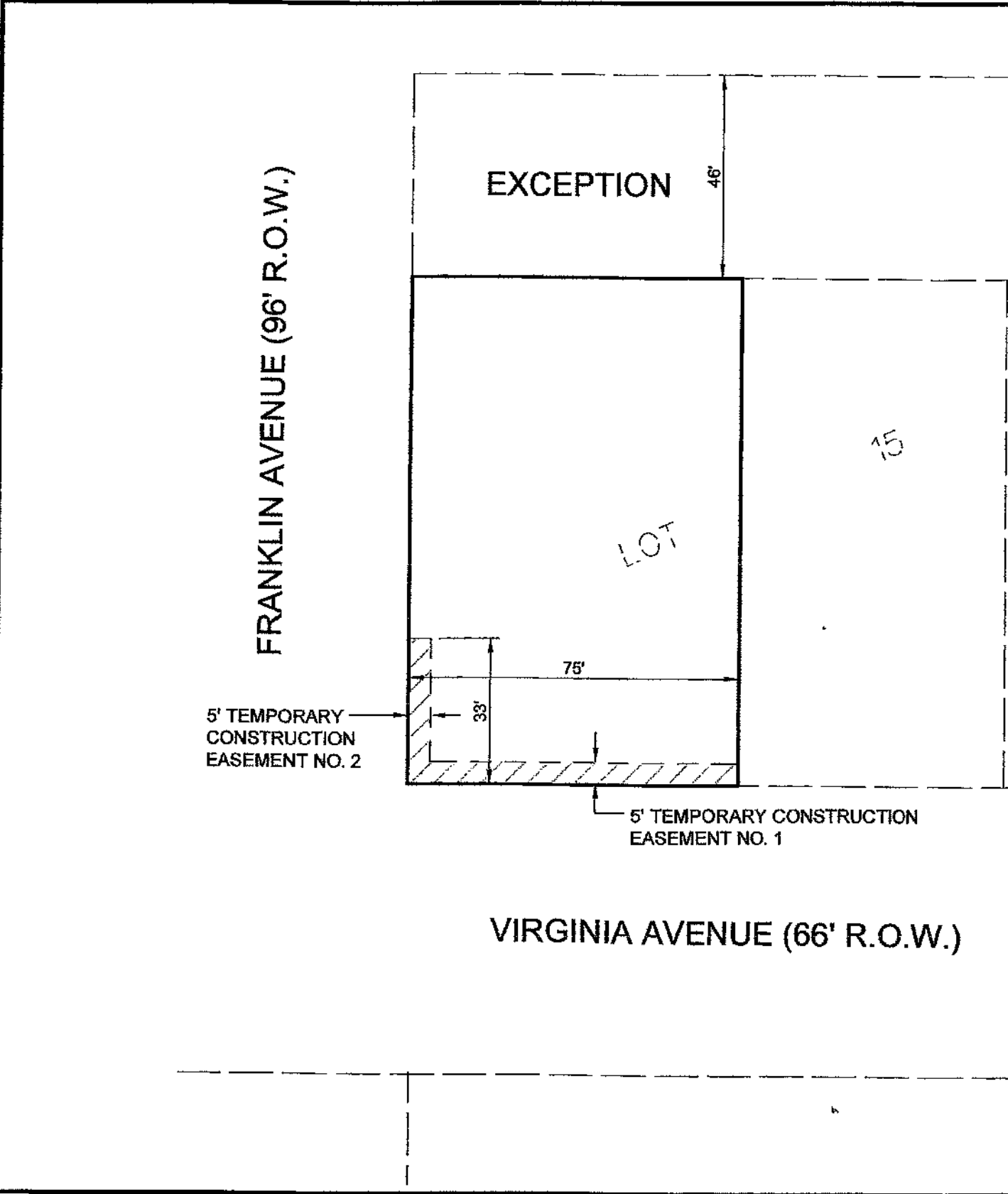
**NOTE:**

This transfer is exempt from any Real Estate Transfer Tax under provisions of subsection (e) of Section 31-45 of the Real Estate Transfer Tax Law.

Date: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Grantee's Representative

dmuntz | S:\McLEAN\NORMAL\EASEMENT\0151287.00 - Virginia Avenue Reconstruction\0151287.00 - Parking GarageTemp. Easement.dwg | 1/12/2016 10:38 AM |



**Farnsworth**  
GROUP  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

TEMP

**PIN:**

Part of:

14-33-182-010

14-33-254-033

14-33-259-000

14-33-254-034

**Prepared by:**

Town of Normal

Legal Department

309/454-9507

**Return to:**

Town of Normal

Town Clerk

11 Uptown Station

Normal, IL 61761

**TEMPORARY EASEMENT GRANT**

THIS INDENTURE WITNESSETH, that ADVOCATE HEALTH AND HOSPITALS CORPORATION, an Illinois Not-For-Profit Corporation, doing business as ADVOCATE BROMENN MEDICAL CENTER ("Grantor"), for and in consideration of the sum of \$10 and other good and valuable consideration in hand paid, conveys and grants to the TOWN OF NORMAL, an Illinois Municipal Corporation, ("Grantee"), a temporary easement over, across, under, upon, and through the property identified as on the easement plat attached as Exhibit A ("Property") as a temporary easement required for working purposes only during improvement of Virginia Avenue.

The right, easement, and privilege granted herein shall terminate on the completion of the work but in no event later than June 1, 2017.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Grantee will protect, indemnify and save harmless Grantor, and their respective members, employees, agents, and mortgagees from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against any of the foregoing or the Property during the term hereof, on

account of Grantee's use or occupancy of the Property unless caused by an act or omission of Grantor, including, but not limited to, (i) any accidents or injury to or death of persons or loss of or damage to property occurring on or about the Property, (ii) any act or omission on the part of Grantee or any of its agents, contractors, subgrantees, licensees or invitees or (iii) any mechanic's or supplier's claim for lien in connection with or work done or materials furnished relating to the Property. In case any action, suit or proceeding is brought against any of the foregoing by reason of any such occurrence, Grantee, upon request, will at Grantee's expense defend such action, suit or proceeding with counsel reasonably acceptable to Grantor.

All damage to the Property and all damage to any property, real or personal, resulting from or arising out of the use by the Grantee of this Property, upon request of the Grantor, shall be promptly repaired and/or restored by the Grantee, at the Grantee's sole cost and expense, to the condition existing immediately prior to such damage or destruction.

IN TESTIMONY WHEREOF, the undersigned have affixed their signature on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Town of Normal

Advocate Health and Hospitals  
Corporation d/b/a Advocate BroMenn  
Medical Center

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: Colleen L. Kannaday  
Name: Colleen L. Kannaday

STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF MC LEAN )

This instrument was acknowledged before me on May 3, 2016 by Colleen L. Kannaday as President of Advocate BroMenn Medical Center.

Nancy J Kaufmann  
(Signature of Notary Public)  
(Seal)



STATE OF ILLINOIS    )  
  ) ss  
COUNTY OF MC LEAN )

This instrument was acknowledged before me on \_\_\_\_\_, 2016 by  
\_\_\_\_\_ as \_\_\_\_\_ of the Town of Normal Illinois.

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

Send any subsequent tax bills to Grantor.

NOTE:

This transfer is exempt from any Real Estate Transfer Tax under provisions of subsection (e) of Section 31-45 of the Real Estate Transfer Tax Law.

Date: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Grantee's Representative



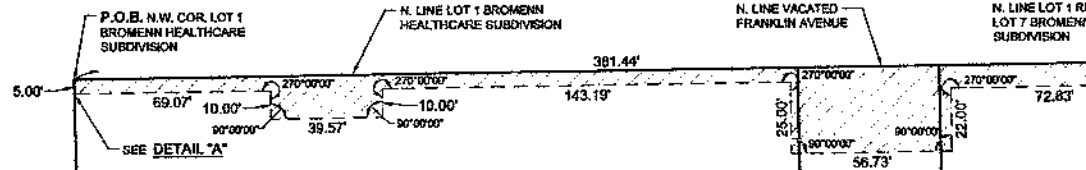
# EASEMENTS

PART OF NE & NW 1/4 SECTION 33, TOWNSHIP 24 NORTH, R  
TOWN OF NORMAL, McLEAN

FOURTEENTH ADDITION TO  
TOWN OF NORMAL

UNIVERSITY STREET (66' R.O.W.)

VIRGINIA AVENUE

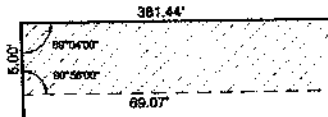


LOT 1  
BROMENN HEALTHCARE SUBDIVISION

VACATED FRANKLIN AVENUE (60' R.O.W.)

VIRGINIA AVENUE (66' R.O.W.)

UNIVERSITY STREET (66' R.O.W.)



DETAIL "A"  
NOT TO SCALE

\\snc\c\15\NLS\AMPH\MALE\SUBDIVISIONS\150130100 - Virgo James S. Sub Prop Encumbrances | 1/17/2016 11:44 AM |

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

---

## ***Resolution to Appropriate \$880,000 of the Town's Allotment of Motor Fuel Tax Funds for the Improvement of Greenbriar Drive from Approximately 900' North of Shepard Road to Hershey Road***

---

**PREPARED BY:** Gene Brown, City Engineer

**REVIEWED BY:** Mark R. Peterson, City Manager

**BUDGET IMPACT:** Funding is included in the FY 2016-17 and 2017-2018 Motor Fuel Tax budget in the amounts of \$440,000 each year.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed MFT Resolution

---

### **BACKGROUND**

Greenbriar Drive currently ends approximately 1900' north of Shepard Rd. At the April 18, 2016 meeting council approved an amendment to the Northland Subdivision annexation agreement that included the Town's obligation to construct Greenbriar Drive from current terminus to Hershey Road.

Funds are budgeted in the Motor Fuel Tax Fund in FY's 2016-17 and 2017-2018 for the design and construction of improvements to this section of Greenbriar Drive. Proposed improvements will include the construction of a three-lane, thirty - nine foot wide (39' F-F) roadway with curb and gutter, sidewalks, storm sewers and necessary appurtenances.

### **DISCUSSION/ANALYSIS**

This resolution will appropriate \$880,000 of the town's allotment of motor fuel tax funds for the design and construction of Greenbriar Drive from its current terminus to Hershey Road.



BE IT RESOLVED, by the President and Board of Trustees of the Town of Normal, Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Greenbriar Drive, 1900' north of Shepard Rd., Hershey Road.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of construction of a three-lane PCC pavement urban section street with curb and gutter, sidewalks, storm sewers and necessary appurtenances

and shall be constructed 36' F-F wide and be designated as Section 16-00259-00-RP

2. That there is hereby appropriated the (additional Yes No) sum of eight hundred eighty thousand Dollars ( \$880,000.00 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Signature lines for Clerk (Wendellyn J. Briggs), Date, Department of Transportation, and Regional Engineer.

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

---

## ***Resolution to Appropriate \$1,367,000 of the Town's Allotment of Motor Fuel Tax Funds for the Improvement of Hershey Road from Shepard Road to Greenbriar Drive***

---

**PREPARED BY:** Gene Brown, City Engineer

**REVIEWED BY:** Mark R. Peterson, City Manager

**BUDGET IMPACT:** Funding is included in the FY 2016-17 and 2017-2018 Motor Fuel Tax budget in the amounts of \$683,500 each year.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed MFT Resolution

---

### **BACKGROUND**

Hershey Road, north of Shepard Road to Raab Road, is currently a twenty foot wide unimproved rural section roadway. Funds are budgeted in the Motor Fuel Tax Fund in FY's 2016-17 and 2017-2018 for the design and construction of improvements to Hershey Road from Shepard Road north to proposed Greenbriar Drive. Proposed improvements will include the construction of a two-lane, thirty foot wide face-to-face (30' F-F) roadway with curb and gutter, sidewalks, HMA ten foot wide multi-use path on east side, storm sewers and necessary appurtenances.

### **DISCUSSION/ANALYSIS**

This resolution will appropriate \$1,367,000 of the town's allotment of motor fuel tax funds for the design and construction of Hershey Road from Shepard Road north to proposed Greenbriar Drive.



**Illinois Department  
of Transportation**

**Resolution for Improvement by  
Municipality Under the Illinois  
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
 Town \_\_\_\_\_ of Normal Illinois  
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Hershey Road		Shepard Rd.	Greenbriar Drive

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of construction of a two-lane PCC pavement urban section  
street with curb and gutter, sidewalks, ten foot wide HMA multi-use path on east side, storm sewers, and  
necessary appurtanances

\_\_\_\_\_ and shall be constructed 30' F-F wide  
 and be designated as Section 16-00260-00-RP

2. That there is hereby appropriated the (additional  Yes  No) sum of one million three hundred sixty seven  
thousand Dollars ( \$1,367,000.00 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract \_\_\_\_\_ ; and,  
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the  
 district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Wendellyn J. Briggs Clerk in and for the  
 Town \_\_\_\_\_ of Normal  
City, Town or Village  
 County of McLean \_\_\_\_\_, hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the President and Board of Trustees  
Council or President and Board of Trustees  
 at a meeting on May 16, 2016  
Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
 \_\_\_\_\_ day of \_\_\_\_\_  
 (SEAL)  
 \_\_\_\_\_  
City, Town, or Village Clerk

# TOWN COUNCIL ACTION REPORT

May 12, 2016

---

## ***An Ordinance Approving a License Agreement with Metro Fibernet LLC, for the Installation of a Fiber Optic Hut on Town Property at 700 Pine Street***

---

**PREPARED BY:** Brian Day, Corporation Counsel

**REVIEWED BY:** Mark R. Peterson, City Manager

**BUDGET IMPACT:** N/A

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Ordinance; Proposed License Agreement; Location Map

---

### **BACKGROUND**

Headquartered in Evansville, Indiana, Metronet provides a variety of fiber optic communication services, including high-speed Internet, full-featured Phone, and Television services to both residential and business customers. Metronet has recently announced plans to begin offering services in both Normal and Bloomington. The company recently received approval of a franchise agreement by the Bloomington City Council to operate within that community. We understand that Metronet will soon be seeking approval for a similar franchise agreement from the Town of Normal.

Metronet recently approached the Town staff seeking a location on public property for the installation of an "equipment hut" somewhere in or near the south east quadrant of the One Normal Plaza area. The proposed hut is essentially a small building to house various pieces of electronic equipment necessary for operating Metronet's fiber optic network. There will be no personnel assigned to the building.

Town staff has identified a 50' x 50' parcel adjacent to the parking lot behind the Water Department Distribution building on Pine Street that we believe could accommodate the Metronet equipment building without detracting from the One Normal Plaza development or adjacent single family neighborhoods. Metronet has determined that this property will meet their needs.

In support of the efforts of Metronet to bring a high speed fiber optic services into our residential neighborhoods, staff recommends that the Town provide the company with a license to construct the proposed equipment hut on this parcel for a nominal lease payment of \$10 for the initial 20 year term.

### **DISCUSSION/ANALYSIS**

The key terms of the proposed license agreement include:

- **Installation of equipment:** Metronet is granted a license to install a fiber optic hut and related equipment on a 50' x 50' space located at 700 Pine. The license also includes necessary access easements. The license could not be assigned to another party without the Town's approval.

## ***TOWN COUNCIL ACTION REPORT***

- **Licenses and permits:** Metronet is responsible for obtaining all certifications, licenses and permits and any and all approvals that may be required for its intended use of the Site.
- **Term:** The term of the License is 20 years, with two 10-year renewal options for Metronet.
- **Rent:** The rent is \$10 for the initial 20-year term and \$10 for each 10-year renewal.
- **Utilities:** Metronet is responsible for obtaining and paying for all utilities necessary for its use of the Site and holds the Town harmless for any utility costs.
- **Use restrictions:** Metronet may only use the property for the purposes related to the fiber optic hut and must keep the site in good order and repair, well maintained, orderly and clean at all times.
- **Construction:** Metronet must pay all the costs associated with the hut, which must be constructed in accordance with industry standards. Metronet may not allow any liens on the property.
- **Taxes and fees:** Metronet is responsible for the payment of any taxes or fees incurred by its use of the property.
- **Equipment removal:** Metronet must restore the site within 180 days after the license expires or is terminated.
- **Insurance:** Metronet must carry commercial auto liability and general liability insurance covering both personal injury and property damage (\$1 million per occurrence) as well as workers' comp insurance in the required amounts. The Town will be listed as an additional insured.
- **Indemnification:** Metronet will indemnify and defend the Town against claims incurred by Metronet's use of the site. The indemnification covers negligence and willful conduct and liens.

The installation will be required to comply with Town requirements for landscaping and screening.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A LICENSE AGREEMENT WITH METRO FIBERNET LLC FOR THE INSTALLATION OF A FIBER OPTIC HUT ON TOWN PROPERTY AT 700 PINE STREET

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 owns property located at 700 Pine Street; and

WHEREAS Metro Fibernet LLC d/b/a Metronet desires to use a portion of that property for the installation of a fiber optic hut to increase broadband services throughout the community; and

WHEREAS, it is in the interests of the health, safety, and welfare of the citizens of Normal to allow Metronet to install and maintain a fiber optic hut on Town property located at 700 Pine Street.

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

SECTION ONE: That the President is authorized to execute, for and on behalf of the Town of Normal, a ground license agreement with Metro Fibernet LLC for the use of Town property for the installation of a fiber optic hut. The license agreement must be in substantial conformance with the agreement attached as Exhibit A.

SECTION TWO: That the Town Clerk is directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance takes effect 10 days after the date of its publication.

SECTION SEVEN: 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 \_\_\_\_\_, 2016, with \_\_\_\_\_ voting aye; \_\_\_\_\_ abstaining; \_\_\_\_\_ voting nay: and \_\_\_\_\_ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Lorenz				Councilman Fritzen			
Councilman Preston				Councilwoman Gaines			
Councilman McBride				Mayor Koos			
Councilman McCarthy							

The foregoing ordinance was approved by the President on the \_\_\_\_ day of \_\_\_\_\_, 2016.

The foregoing ordinance was published in pamphlet form on the \_\_\_\_ day of \_\_\_\_\_, 2016.

## GROUND LICENSE AGREEMENT

THIS GROUND LICENSE AGREEMENT (“License”) is executed to be effective as of the \_\_\_\_ day of March 2016 (the “Effective Date”), by and between the Town of Normal, Illinois (“Licensor”) and Metro Fibernet, LLC, d/b/a Metronet, 3701 Communications Way, Evansville, IN 47715 (“Licensee”), herein individually a “Party” and collectively, the “Parties.”

**BACKGROUND.** Licensor is the owner of certain real property located at 700 Pine Street in Normal, Illinois, which is legally described on the attached Exhibit A (the “Premises”). Licensee desires to install, operate and maintain a fiber optic hut (“Hut”) and associated equipment, including generator and fencing (“Hut Equipment”), on a 50’ x 50’ portion of the Premises, as described in this License and depicted on the attached Exhibit B (“Hut Site” or “Site”). Licensee’s Hut and Hut Equipment are collectively hereinafter the “Facilities.” Licensor is willing to enter into a License of the Hut Site with Licensee.

THEREFORE, in consideration of the following mutual covenants and conditions, and for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE.

- A. The Licensor hereby licenses to Licensee the Hut Site for the installation, operation and maintenance of the Hut and Hut Equipment for the purpose of conducting cable, video, phone, internet and/or other telecommunications operations (the “Authorized Use”) as depicted on Exhibit B.
- B. Licensor grants to Licensee, subject to the terms stated below, a nonexclusive easement to construct, operate, maintain, expand, replace and remove facilities that Licensee may desire in order to utilize the Site, consisting of but not limited to aerial cables, underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, gas mains, electric lines, water lines, telecommunications systems and other facilities or structures for similar uses, upon, over, through, under and along a parcels of land as depicted on Exhibit B or such other parcel(s) on the Premises as are reasonably agreed upon by Licensor and Licensee (the “Easement Tract”). This Easement also includes the right of ingress and egress over and across the Premises adjacent to the Easement Tract for the purpose of exercising the rights granted herein, and the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract during construction and maintenance and to use adjacent areas as necessary. Licensor will have the right to use and enjoy the Easement Tract so long as Licensor’s use does not interfere with the rights conveyed to Licensee. Licensor will not erect any structure, or plant trees or other vegetation within the Easement Tract.
- C. This License is specific to Licensee, and except as otherwise set forth herein, may not be transferred or assigned in any manner without Licensor’s written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any other provision of this License, the rights granted to Licensee pursuant to Section 1.B shall be assignable to and extend to the placement of the facilities of third party utilities and service providers for the purpose of providing services to Licensee for use of the Site and Facilities. Furthermore, Licensee may assign or sublet all or a portion of this License without Licensor’s consent to: any firm, corporation, entity or person which Licensee controls, is controlled by or is under common control with Licensee; and/or, any entity or person which succeeds to all or substantially all of Licensee’s assets or membership interest whether by merger, sale or otherwise. In the event of such assignment or subletting, Licensee will give notice to Licensor of the name and address of the assignee or sublicensee.

- D. Licensee, at its sole expense, shall be responsible for obtaining all certifications, licenses and permits and any and all approvals that may be required for Licensee's intended use of the Site. Licensor shall cooperate with Licensee in obtaining such approvals, certifications, licenses and permits.
- E. All Facilities and other improvements attached to or placed on the Site and other related property brought onto the Site by Licensee as permitted by this License, shall be at all times considered personal property of the Licensee, and not fixtures.

2. TERM OF LICENSE.

- A. This License is for a term of twenty (20) years from the Effective Date (the "Initial Term") unless terminated in accordance with Section 10.
- B. Licensee has the option to renew the License for two (2) additional terms of ten (10) years (each a "Renewal Term"). Each such option shall be automatically exercised unless Licensee provides thirty (30) days written notice to the Licensor prior to the end of the Initial Term or Renewal Term, as applicable, that it does not want to exercise its option to renew the License. This License shall terminate automatically upon one (1) year of non-use or abandonment of the Site by Licensee.

3. RENT.

Upon execution of this License, Licensee shall pay the Licensor rent in one lump sum of Ten and No/100 Dollars (\$10.00) for the Initial Term of this License. For each Renewal Term, the rent shall be Five and No/100 Dollars (\$5.00). The rent for the Initial Term shall be paid upon the signing of this License. The rent for any Renewal Term shall be paid upon Licensee's receipt of Licensor's invoice for same.

4. UTILITIES.

Licensee is responsible for obtaining (unless such utility hook ups already exist) and paying for all utilities necessary for its use of the Site and hereby holds the Licensor harmless for any costs associated with the same.

5. USE RESTRICTIONS.

- A. The Site and Easement Tract shall be used by Licensee solely for the Authorized Use and for no other purpose.
- B. Licensee shall not remove, damage or alter in any way existing improvements or personal property of Licensor on the Premises (including the Site) without the Licensor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Licensee shall repair any damage or alteration to the Premises to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.
- C. Licensee shall have a non-exclusive right of access seven (7) days a week, twenty-four (24) hours a day to the Hut Site, Easement Tract and across the Premises for ingress and egress to the Hut Site and Easement Tract for the Authorized Use, which right of access shall be exercised so as to not unreasonably interfere with the use of the Premises by the Licensor's employees, contractors, agents, invitees and representatives.
- D. Licensee shall keep the Site in good order and repair, well maintained, orderly and clean at all times.

6. CONSTRUCTION AND MAINTENANCE.

- A. Licensee has, at its own cost, all responsibilities for the installation of all Facilities and other improvements by Licensee on/to the Site as depicted on Exhibit B, including costs associated with construction, operation and maintenance, unless damage thereto is caused by the Licensor or its employees, agents, contractors, invitees and representatives.
- B. All improvements made by Licensee to the Site pursuant to the terms of this License are subject to and must be consistent with generally accepted engineering principles, practices and experience and in compliance with all applicable codes, ordinances, and laws. Licensee agrees that any and all work performed on the Premises and in association with the purposes of this License shall be done in a good, safe, and workmanlike manner.
- C. Licensee shall not permit any liens to be placed or remain on the Premises by virtue of any work performed or materials provided under this License.

7. OWNERSHIP OF FACILITIES.

It is expressly understood and agreed that Licensee retains title to all Facilities and other improvements installed by it pursuant to the Authorized Use and that it may modify, replace or remove such Facilities and other improvements when necessary.

8. TAXES AND FEES.

Licensee shall pay any and all taxes, including, without limitation, sales, use and/or excise taxes, and all similar fees, assessments and any other cost or expense now or hereafter imposed by any government authority directly on and exclusively in connection with Licensee's payment of rent to Licensor, the Facilities or Licensee's use of the Site. In addition, Licensee shall pay that portion, if any, of the personal property taxes assessed directly upon and arising exclusively from Licensee's installation and use of its Facilities and other improvements on the Site. Licensee shall make payment within thirty (30) days after presentation of an invoice and/or assessment notice, which is the basis for the demand. Licensee shall remain solely liable for all regulatory fee(s) enacted by any governmental authority attributable to Licensee's installation and use of its Facilities on the Site.

9. INTERFERENCE.

Licensor will not cause or permit the installation of any equipment after the date of this Agreement which results in technical interference problems with Licensee's Facilities.

10. TERMINATION.

This License may be terminated without further liability by either Party on thirty (30) days prior written notice as follows: (i) by either Party upon a default of any covenant or term herein by the other Party, which default is not cured within thirty (30) days of receipt of written notice of the default or such longer period as is reasonable under the circumstances provided the Party in default has commenced cure within the thirty (30) days and is diligently pursuing cure; (ii) by Licensee in the event of Licensee's bankruptcy or insolvency or in the event of actions by the FCC, or other Federal, State or Local regulatory body causing changes or interruptions in Licensee's business or Site. Termination shall become effective on the thirtieth (30<sup>th</sup>) day following the receipt of written notice. In addition, this License may be terminated without further liability

by Licensee immediately on written notice to Licensor if Licensee determines, in its sole discretion, that the Hut Site is not usable for Licensee's intended purpose.

11. DAMAGE OR DESTRUCTION.

The parties agree that Licensor has no obligation to reimburse Licensee for the loss of or damage to fixtures, equipment, or other personal property, except for loss or damage as is caused by the willful act or gross negligence of Licensor, its employees, agents, contractors, invitees, licensees and lessees.

12. CONDITION OF PREMISES/RESTORATION UPON EXPIRATION OR TERMINATION.

During the term of this License and subject to other provisions contained herein, Licensor shall keep the Premises in reasonable condition and repair. Within one hundred eighty (180) days following expiration of the Initial Term or Renewal Term, as applicable, or termination of the License by Licensor based upon a Licensee default, Licensee shall surrender the Site and Easement Tract to Licensor, with all of Licensee's Facilities removed, and with the Site and Easement Tract restored as nearly as practicable to the condition in which it existed upon execution of this License, except, for (i) damage due to causes beyond Licensee's control or without its fault or negligence and (ii) reasonable wear and tear. If Licensee fails to remove its Facilities and restore the Site and Easement Tract within such one hundred eighty (180) day period, Licensee hereby agrees to reimburse Licensor for any cost reasonably incurred by to repair damage to Premises caused during installation, maintenance or removal of Licensee's Facilities or other improvements.

13. INSURANCE.

Licensee shall carry during the term of this License and any Renewal Term minimum general liability insurance (including bodily injury and property damage) with the following coverage: Bodily Injury — One Million Dollars (\$1,000,000) for all injuries sustained by any person in any one occurrence. Property Damage — One Million Dollars (\$1,000,000) per property damage occurrence. The Licensee shall also provide commercial automobile liability insurance protecting Licensee in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The Licensee shall also carry worker's compensation insurance at the statutory level required under Illinois law. All such primary insurance policies shall name the Town of Normal as an additional insured. All coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce the policy limits during the Initial Term or any Renewal Term of this License. Upon Licensor's written request, Licensee will provide a copy of all applicable Certificates of Insurance to Licensor showing the required coverage.

14. WARRANTIES AND REPRESENTATIONS.

- A. Licensor warrants and represents that: (i) it has not, and has no knowledge of any other person that has, caused any Release, threatened Release, or disposed of any Hazardous Material at/on the Premises; (ii) it has used no material quantity of any Hazardous Material at/on the Premises and has conducted no Hazardous Material Activity at/on the Premises; and (iii) it has no notice or knowledge of any material quantity of any Hazardous Material at/on or Environmental Claim involving the Premises.
- B. Licensee warrants and represents that: (i) it has obtained all governmental approvals required for its intended operations at the Site by any applicable Environmental Law; and (ii) it intends to use no material quantity of any Hazardous Material and conduct no Hazardous Material Activity at the Site.

- C. Licensee further warrants and represents that it shall: (i) comply in all material respects with any applicable Environmental Law; (ii) expeditiously cure at its expense and to the reasonable satisfaction of the Licensor any material violation of Environmental Laws at the Site which Licensee causes or which constitutes a breach of Licensee's undertakings hereunder; (iii) not manufacture, use, generate, transport, treat, store, Release, dispose of, or handle any Hazardous Material on the Site, nor permit others to do any of the foregoing, except in compliance with applicable Environmental Laws; (iv) remove from the Site at its expense by the termination date of this License any Hazardous Materials or equipment to manufacture, generate, transmit, treat, store, Release, dispose of, or handle any Hazardous Material used by Licensee including any storage tank.
- D. For purposes of this Section 14, the capitalized terms listed below shall have the meanings indicated: (i) "Environmental Claim" shall mean any investigation, notice, violation, demand, action, judgment, order, consent decree, penalty, fine, or claim (whether administrative or judicial) arising pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law. (ii) "Environmental Law" shall mean any current or future legal requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the management, possession, use, generation, transportation, treatment, storage, disposal, release, threatened, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material, or (c) pollution, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, Solid Waste Disposal Act, as amended, Federal Water Pollution Control Act, as amended, Clean Air Act of 1966, as amended, and any amendment, rule, regulation, order, or directive issued thereunder; (iii) "Hazardous Material" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes, without limitation (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to any Environmental Law. Notwithstanding any other provision of this License, "Hazardous Material" shall exclude batteries; (iv) "Hazardous Material Activity" shall mean any activity, event, or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material; and (v) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Material.

#### 15. INDEMNIFICATION.

- A. Licensee will indemnify and hold harmless Licensor from and against all liabilities, obligations, claims, damages, causes of action, costs and expenses (collectively "Damages") imposed upon or incurred by or asserted by a third party against Licensor by reason of any accident, injury to or death of any person or persons or damage to tangible property occurring on the Premises, the Site, or property adjoining the Premises or the adjoining sidewalks, curbs, streets or ways attributable to the negligence or willful misconduct of the Licensee. If any action, suit or proceeding is brought against Licensor by reason of any such occurrence, Licensee will, at Licensee's expense and by counsel reasonably acceptable to Licensor, resist and defend such action, suit or proceeding or cause the same to be resisted and defended. This indemnity shall apply only with respect to events occurring after the Effective Date of this License. Licensee expressly understands and agrees that any insurance protection required by this License shall in no way limit the responsibilities or liabilities of Licensee or serve as a prohibition or limit in recovery under this Section 15.A. The provisions of this Section 15.A are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.
- B. Licensee will indemnify and hold harmless Licensor and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished Licensee (or furnished on behalf of Licensee) in

connection with any work performed pursuant to this License. If any such lien or claim for lien is recorded against the Premises for work done for or material furnished to Licensee, Licensee shall immediately cause said lien to be released.

C. In all instances in which Licensee is obligated to indemnify Licensor as provided for in this License, Licensee’s obligation is conditioned upon (i) Licensor giving Licensee written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Licensor as a basis for such obligation, which notice shall be given promptly after Licensor becomes aware thereof, (ii) Licensor providing reasonable cooperation to Licensee, at no out of pocket cost to Licensor, in the successful defense of such matter as may be reasonably requested by Licensee and (iii) no settlement or other disposition being made by Licensor of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of Licensee. In the event Licensor settles or compromises any claim for which indemnification is claimed hereunder, without the express written consent of Licensee, and provided that Licensee has fully complied with the provisions set forth herein, Licensee shall be released and absolved for all liability with respect thereto. In no event shall Licensee be required to indemnify or hold harmless Licensor for Damages attributable in whole or in part to the negligence or wrongful conduct of Licensor, its employee, agents, contractors, invitees, licensees and lessees.

16. ADVERTISING AND SIGNAGE PROHIBITED.

Licensee shall not use the Site for any advertising, displays or signage except as required by applicable law.

17. NOTICES.

Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by reliable overnight courier or by Certified Mail, return receipt, in a sealed envelope, postage prepaid, addressed to Licensor or Licensee at the following address:

Licensor: Mark R. Peterson  
City Manager  
Town of Normal  
11 Uptown Circle  
Normal, IL 61761

With a  
copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensee: Metro Fibernet, LLC  
3701 Communications Way  
Evansville, IN 47715  
Phone: (812) 407-3224 (emergencies, maintenance and systems issues)  
Phone: (812) 759-7958 (general manager)  
ATTENTION: President

With a  
copy to: Metro Fibernet, LLC

8837 Bond Street  
Overland Park, KS 66214  
Phone: (812) 213-1095  
ATTENTION: Legal Department

Any such notice or demand shall be deemed to have been given or made three (3) business days following the date it is deposited in the United States Post Office or on the day following delivery to the overnight courier. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other Party.

18. NO WAIVER.

Failure or delay on the part of Licensor or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

19. ENTIRE AGREEMENT.

This License constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations and other agreements concerning the subject matter contained herein.

20. ATTORNEY'S FEES.

In the event of any litigation between the Licensor and Licensee arising under this License, the successful Party shall be entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation.

21. AMENDMENTS.

No revision of this License shall be valid unless made in writing and signed by an officer of Licensee and an authorized signatory of Licensor.

22. ESTOPPEL AGREEMENT.

Licensor and Licensee agree that within ten (10) days of receiving a request from the other, each will provide an Estoppel Agreement confirming, among other things, (if and to the extent then true) that: (1) this License remains in full force and effect; (2) there exists no defaults hereunder or any circumstances that with the giving of notice or passage of time or both might constitute a default hereunder; and (3) there exists no offsets, counterclaims or other adjustments in favor of the Party requesting the Estoppel Agreement under this License.

23. OWNERSHIP/STANDING/AUTHORITY.

Licensor represents to Licensee that it is the owner of the Premises, and that Licensor has taken all necessary corporate, regulatory or other similar action to authorize and empower Licensor to execute, deliver and perform this License. Licensee represents and warrants that it is a limited liability company which is duly organized, validly existing and in good standing under the laws of the State of Nevada with the power and authority to conduct business in Illinois, as currently conducted and as contemplated by this License. All necessary corporate, regulatory or other similar action has been taken to authorize and empower Licensee to execute, deliver and perform this License.



24. NO UNTRUE STATEMENTS OF MATERIAL FACT.

No information, document, certificate of an officer, statement furnished in writing, or report delivered to the Licensor by Licensee, to the knowledge of Licensee, contains any untrue statement of a material fact or omits a material fact necessary to make the information, certificate, statement or report not misleading.

25. CONSENTS.

In any case where the approval or consent of one Party is required, requested or otherwise to be given under this License, such approval or consent shall not be unreasonably delayed, conditioned or withheld.

26. COUNTERPARTS; ELECTRONIC SIGNATURES.

This License may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a “.pdf” format data file, such signature shall create a valid and binding obligation of such Party with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

27. GOVERNING LAW AND VENUE; REMEDIES; INTERPRETATION.

The Laws of the State of Illinois (excluding its conflicts of laws rules) shall govern this License and any disputes arising as to the interpretation of this License shall be heard in a Court of competent jurisdiction sitting in Will County, Illinois, and in no other Court. The Parties’ sole remedy for any breach or threatened breach of this License by the other Party will be an action for actual damages or specific performance. Each Party acknowledges and agrees that the other Party shall not be liable for lost profits, punitive or consequential damages. This License shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either Party, regardless of which Party may have drafted any of its provisions.

28. NO LITIGATION PENDING.

No proceeding of any kind, including but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Licensee which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this License.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties by their authorized representative have executed this License as of the Effective Date.

**LICENSOR:**

**LICENSEE:**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
Licensor Premises

Exhibit B

Hut Site, Easement Tract(s)

# **General Orders**

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

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## ***Resolution Accepting Bids and Awarding a Contract to P.J. Hoerr, Inc. in the Amount of \$5,856,000 for Construction of the New Headquarters Fire Station***

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**PREPARED BY:** Pamela S. Reece, Deputy City Manager

**REVIEWED BY:** Mark R. Peterson, City Manager  
Mick Humer, Fire Chief  
Mark Clinch, Director, Facilities and Energy Management

**BUDGET IMPACT:** Funds for this project are available and budgeted in 327-9820-422.46-20 and 328-9820-422.46-20 in FY2016-17. The two lines items are budgeted for the same project but are associated with different bond issuances.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Resolution; Bid Tabulation

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### **BACKGROUND**

On June 7, 2013, Council held a strategic planning session on fire service operations and directed staff to pursue relocation of three fire stations to effectively and efficiently serve the community with existing levels of fire suppression and emergency medical services personnel. On July 7, 2014, Council authorized BLDD Architects to commence the design process for a new fire station that would replace the existing Station #2. On March 21, 2016, Council approved the site plan and reviewed the design of the new fire station which will be located on the 600 block of South Main Street.

The project was posted for bidding on April 5, 2016 and a pre-bid meeting for potential bidders was held at the current headquarters fire station on April 19, 2016.

Bids were opened by the City Clerk on Thursday, May 5, 2015 at 2:00 p.m. in the Council Chambers. Seven bids were received and publicly read. The apparent low bidder was P.J. Hoerr, Inc.

### **DISCUSSION/ANALYSIS**

BLDD Architects has reviewed all of the bid submittals and compiled the bid tabulation. All bids were determined to be responsible, complete bids. The bid summary is attached.

The project consisted of a base bid for construction and 6 alternates. The alternate bids addressed the following construction items:

Alternate A-1: Precast concrete roof pavers for Roof Area A  
Alternate A-2: Green Roof

## **TOWN COUNCIL ACTION REPORT**

Alternate A-3:	Four-fold doors
Alternate 4:	Removal of fire pump, jockey pump, fire pump test connection. This would be a deduction if final design for the interior fire suppression system determines that this fire pump and equipment is not needed.
Alternate 5:	Polished concrete in Lobby
Alternate 6:	Solid surface countertops

The following firms submitted bids for this project with base bids ranging between \$5,623,000 and \$6,325,000:

CORE Construction Services  
Johnco Construction, Inc.  
P.J. Hoerr, Inc.  
Petry-Kuhne Company  
River City Construction  
Vissering Construction  
Williams Bros Construction

Following thorough review and analysis of the bids, staff recommends the bid be awarded to P.J. Hoerr, Inc. of Bloomington, Illinois in the amount of \$5,623,000 plus alternates A-1, A-2, A-3, 5 and 6 in the amount of \$233,000 for a total contract amount of \$5,856,000. The project team will evaluate the fire pump issue (Alternate 4) once the final design details are submitted by the contractor for the interior fire suppression system and determine if the fire pump and equipment should be included as bid or removed from the project (resulting in a deduction as submitted in Alternate 4). The overall project budget includes a construction contingency of 5%, or \$292,800, to cover unforeseen conditions, owner changes or other issues that may arise during construction.

The following is a project budget summary:

Total Budgeted Funds*	\$7,958,700
Construction Expenses:	
• Construction Contract (PJ Hoerr)	\$5,856,000
• Construction Contingency (5%)	<u>\$ 292,800</u>
Sub-Total Construction	\$6,148,800
Other Project Expenses:	
• Design, Engineering & Inspection	\$ 790,898
• FF & E	\$ 309,300
• Technology & Telecom	\$ 164,675
• Other	<u>\$ 40,000</u>
Sub-Total Other	\$1,304,873
Total Project Cost*	<u>\$7,453,673</u>
Project Surplus	\$ 505,027

Presuming Council approval of the recommendation and awarding of the contract to P.J. Hoerr, construction is expected to commence in early July.

\*Excluded from the project budget and from the project expense summary is the land acquisition expense of \$750,000.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT TO P.J. HOERR, INC.  
IN THE AMOUNT OF \$5,856,000 FOR CONSTRUCTION OF THE NEW HEADQUARTERS  
FIRE STATION

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 Council has approved the construction of a new headquarters fire station; on July 7, 2014, the Council authorized BLDD Architects to begin the design process for the new station; on March 21, 2016, the Council approved the site plan and reviewed the design of the new station; and

WHEREAS, the Town solicited bids for the construction of the new station, and P.J. Hoerr, Inc. was the lowest responsible bidder at \$5,856,000; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to execute a contract with P.J. Hoerr, Inc. for the construction of the new headquarters fire station.

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

SECTION ONE: That the President is authorized to execute a contract with P.J. Hoerr, Inc. for the construction of the new headquarters fire station. The contract must substantially conform to the bid submitted by P.J. Hoerr, Inc..

SECTION TWO: That the Town Clerk is authorized and directed to attest the President's signature on the contract and to retain a fully executed copy in her office for public inspection.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Town Clerk  
(seal)





**Bid Tabulation Form**

**DATE:** May 5th, 2016  
**TIME:** 2:00 PM  
**PROJECT NAME:** Headquarters Fire Station  
**CLIENT:** Town of Normal  
**LOCATION:** Normal, Illinois  
**BLDD PROJECT:** 142CX01.400

Contractor	Bid Bond	Addendum Received	Exhibits Included	Base Bid	Unit Price #1 <i>slab vapor retarder coating (\$/100sf)</i>	Unit Price #2 <i>unsuitable soils per CF</i>	Alternate A-1 <i>Precast Concrete roof pavers Roof Area A</i>	Alternate A-2 <i>Green Roof</i>	Alternate A-3 <i>Four-fold doors</i>	Alternate 4 <i>removal of fire pump, jockey pump, fire pump test connection</i>	Alternate A-5 <i>Lobby 100, polished concrete system</i>	Alternate A-6 <i>solid surface countertops</i>
CORE Construction Services	5%	Yes	A,B,C,D	\$5,799,000.00	\$520.00	\$12.00	\$14,000.00	\$33,000.00	\$114,000.00	\$38,000.00	\$19,000.00	\$17,000.00
Johnco Construction, Inc.	5%	Yes	A,B,C,D	\$5,873,000.00	\$560.00	\$12.00	\$14,500.00	\$36,700.00	\$130,000.00	\$38,000.00	\$13,600.00	\$22,000.00
P.J. Hoerr, Inc.	5%	Yes	A,B,C,D	\$5,623,000.00	\$500.00	\$84.00	\$15,000.00	\$32,000.00	\$123,000.00	\$37,000.00	\$39,000.00	\$24,000.00
Petry-Kuhne Company	5%	Yes	A,B,C,D	\$5,694,000.00	\$700.00	\$10.00	\$17,300.00	\$33,000.00	\$132,500.00	\$38,300.00	\$16,000.00	\$22,500.00
River City Construction	5%	Yes	A,B,C,D	\$6,049,000.00	\$521.00	\$3.40	\$16,500.00	\$37,500.00	\$133,000.00	\$28,000.00	\$24,500.00	\$20,200.00
Vissering Construction Co.	5%	Yes	A,B,C,D	\$5,947,000.00	\$500.00	\$80.00	\$15,000.00	\$32,000.00	\$125,000.00	\$38,000.00	\$5,000.00	\$17,000.00
Williams Bros. Construction	5%	Yes	A,B,C,D	\$6,325,000.00	\$500.00	\$70.00	\$12,000.00	\$39,000.00	\$136,000.00	\$39,000.00	\$3,700.00	\$23,000.00

**Bid Tabulation Form**

**DATE:** May 5th, 2016     **PROJECT NAME:** Headquarters Fire Station  
**TIME:** 2:00 PM         **CLIENT:** Town of Normal  
**LOCATION:** Normal, Illinois  
**BLDD PROJECT:** 142CX01.400

Contractor	IDENTIFIED SUBCONTRACTORS									
	Heating, Ventilating and Air Conditioning	Plumbing	Electrical	Fire Protection	Masonry	Gypsum Board Systems	Acoustical Ceilings	Flooring	Painting	Windows, Curtain Wall, Storefront, Glazing
CORE Construction Services	JA Fritch	GA Rich	Anderson	Not Provided	OttoBaum	1. Mid Illinois 2. Wrightway	Not Provided	1. Richardet 2. TSI-Commercial Floor Covering	CCIMW	Arrow Glass
Johnco Construction, Inc.	Graber	Dillon	A.R.I. J.	Superior	OttoBaum	Mid-ILL. Companies	Mid-ILL Companies	TSI Comm.	Paul Painting	Arrow Glass
P.J. Hoerr, Inc.	JA Fritch	Dries	Anderson	Lake	Summit	SNS	SNS	CIF	CCIMW	Arrow Glass
Petry-Kuhne Company	Garber	GA Rich	Anderson	Superior	OttoBaum	Mid Illinois Companies	Mid Illinois Companies	TSI Commercial	CCIMW	Bacon & Van Buskirk
River City Construction	Garber	G.A. Rich	Anderson Electric	Lake FP	OttoBaum	Wright Way	Wright Way	TSI	Paul Painting	Arrow Glass
Vissering Construction Co.	Garber	GA Rich	Anderson	Superior	Vissering	Mid Illinois Companies	Mid Illinois Companies	Central Illinois Floor Covering	CCIMW	Arrow Glass
Williams Bros. Construction	J.A. Fritch	GA Rich	Anderson Electric	PIPCO	OttoBaum	SNS Construction	SNS Construcion	TSI Commercial	Paul Painting	Arrow Glass

# **TOWN COUNCIL ACTION REPORT**

May 12, 2016

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## ***Ordinance Authorizing the Execution of a Development Agreement Involving the Purchase and Restoration of 305 Pine Street (Theresa Ryburn) and Approval of a \$148,000 Allocation From the 1% Sales Tax Proceeds for Replacement of the Parking Lot***

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**PREPARED BY:** Mark R. Peterson, City Manager

**REVIEWED BY:** Brian Day, Corporation Counsel

**BUDGET IMPACT:** The estimated total project cost, including acquisition & property improvements, is \$457,550. Funds in the amount of \$460,000 are included in the FY2016-17 Budget for this project. However, the budget does not include funding for replacement of the existing parking lot, estimated at \$148,000. Staff recommends the use of a portion of the 1% sales tax proceeds that was earmarked for business development and tourism for this parking lot improvement.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Ordinance, Proposed Purchase Agreement, Additional information on the 305 Pine Street

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### **BACKGROUND**

Route 66 is arguably the most famous road in America. It was essentially born in 1926 as part of the new numbered highway network and quickly grew to become the preferred road west for a nation on the move. It connected Chicago with Los Angeles and carried literally hundreds of thousands of families and individuals from the Midwest to the west coast. Today, much of Route 66 has been replaced by the interstate highway system. However, the old road still exists and has become one of the most popular tourist attractions in the country. The historic highway not only attracts hundreds of thousands of visitors annually from our own country, it has become a major U.S tourist attraction for visitors from other countries throughout the world.

In March of 1989, the Route 66 Association of Illinois was formed with an expressed purpose to “preserve, promote and enjoy the past and present of US Highway 66”. Since their establishment, this group has developed historic route markers, traveler’s guides, museums and other highlight attractions along Route 66 in Illinois. In the late 1990’s, Illinois Route 66 was designated as a “State Heritage Tourism Project”. Today, Route 66 has become one of Illinois’ leading tourist attractions bringing hundreds of thousands of people to the state every year. Many communities along the historic highway have taken advantage of their Route 66 connection. Springfield, Pontiac, Dwight, Lincoln, not to mention the cities of Chicago and St. Louis, have each made a concerted effort to invest in Route 66 attractions with the expectation of bringing thousands of people to their community every year to generate economic activity.

## **TOWN COUNCIL ACTION REPORT**

Bloomington-Normal has come to the game rather late. Despite our historic connection to Route 66, the community has done little to capture visitors who are traveling Route 66 and has just recently come to realize what a missed opportunity that has been. Approximately one year ago, in collaboration with the City of Bloomington, the Convention and Visitors Bureau and the McLean County Museum of History, a Route 66 Visitors Center was established in Downtown Bloomington. In its first year of operation, that Visitors Center welcomed over 16,000 people from all over the United States and from many foreign countries.

### **History of 305 Pine Street:**

In 2006, Ms. Terri Ryburn purchased the property at 305 Pine Street. It was her intent to restore this old abandoned automobile service station back to its 1930's splendor and to make it an iconic attraction along Route 66. The building was built in 1930/31 by William W. Sprague who owned and operated the City Service Station for approximately five years. The property continued to be used as a service station, under various ownerships, up until sometime in the 1970's. It is the only Tudor style service station remaining on the entire Route 66 corridor and one of only five (5) two story gas/service stations remaining along the corridor.

The property is included on the National Register of Historic Places and is also a designated Town of Normal Historic Landmark. The property has also been accepted into the Route 66 Association of Illinois Hall of Fame.

Since purchasing the building approximately ten years ago, Ryburn has invested over \$100,000 of her own funds. In addition, she has attracted over \$300,000 in grant funds that have been expended on various building improvements. Since acquiring the building she has installed a new roof, replaced the HVAC units, replaced windows, improved the bathrooms, added insulation, secured two Route 66 attraction signs that have been installed at the edge of the parking lot, and made a number of other cosmetic improvements to the building. Unfortunately, given the enormity of the task of restoring an 8,000 square foot building of this vintage, the financial requirements have eclipsed her capability.

### **DISCUSSION/ANALYSIS**

Despite her best efforts, Ms. Ryburn has acknowledged that she does not have the financial capability to complete the restoration of the 305 Pine Street as she had planned. It is important to note that she has invested virtually all of her financial assets into the purchase and restoration of the property. She even sold her personal residence and invested those proceeds into the property. She currently resides in one of the two apartments on the second floor of the property.

Given the historic significance of this property and its potential to function as a very significant Route 66 tourist attraction, the Town approached Ms. Ryburn about purchasing the building and completely some of her restoration plans. She was amenable to such an arrangement, although pledged a strong desire to stay involved in the property.

It would seem to make good sense to encourage and support Ms. Ryburn's continued involvement in this historic Route 66 property for which she has become so financially and emotionally invested. Ms. Ryburn is widely considered to be one of our state's foremost authorities on Route 66. She acknowledges that her interest in Route 66 began when she was a mere five years old when, in 1953, her father drove the family (with a wife, five children and two hunting dogs) from Illinois to California on Route 66 in a pick-up truck. Ms. Ryburn received her PhD in History and the topic of her dissertation was Route 66. She previously served as a guest curator for a special Route 66 exhibit at the McLean County Museum of History and, in conjunction with that assignment, she wrote an award-winning guide to traveling Route 66 in McLean County. She was selected by the Illinois Humanities Council as their "Road Scholar" and she spent six years traveling Illinois speaking about Route 66. She also taught an honors course at Illinois State University on Route 66. Today, she regularly is called upon to make presentations

## **TOWN COUNCIL ACTION REPORT**

at conferences about Route 66 and she continues to write articles for various publications about the historic roadway.

The following is a summary of the most significant provisions of the proposed agreement:

- The Town will acquire the subject property (305 Pine Street) for the amount that Ms. Ryburn currently owes on the existing mortgage - \$228,550.50. In addition, the agreement provides that the Town will pay her an additional \$5,000.00 in acknowledgement of the significant investment that she has made in the building over the past 10 years. We understand that Ms. Ryburn intends to use this additional compensation to purchase inventory and equipment for the gift shop;
- The Town agrees to purchase from Ms. Ryburn an adjacent vacant lot (303 Pine Street), which she purchased in 2014, for the same amount that she paid for the lot - \$24,000.00;
- The Town agrees to undertake specific exterior and interior renovation / improvement projects (see separate list below)
- Ms. Ryburn will be given a license to operate a gift shop in the building for a period of ten years. She will be responsible for all furnishings and fixtures in the gift shop as well as inventory and all costs of operation including staffing, advertising, etc.
- Ms. Ryburn will be allowed to continue to live in the larger of the two upstairs apartments for a period of ten years for a nominal rent of \$120/year. She will be responsible for all minor repair and maintenance as well as for all appliances and furnishings.
- The Town will be responsible for all major maintenance activities associated with the property as well as the payment of utilities (except for telephone, internet and CATV) and applicable real estate taxes.

In accordance with the attached agreement, the Town will be responsible for undertaking the following building related improvements:

- repair and replacement of some of the exterior timbers;
- repair of the exterior stucco;
- removal of an addition on the south side of the building;
- relocation of existing HVAC equipment;
- interior buildout of a space on the north east corner of the building for a future gift shop;
- completion of handicap accessible restrooms;
- Various other minor repairs;

Staff estimates these building improvement costs will be approximately \$200,000. Funds are included in the FY2016-17 budget for these expenses. Further, Ms. Ryburn has recently applied for a grant via the State of Illinois in the amount of \$15,000 to offset some of aforementioned building improvement costs. She is optimistic that the grant will be approved but will not know for sure until sometime in late May or early June. The grant is being requested through the Department of Natural Resources.

In addition to the list of building improvements above, the existing parking lot at 305 Pine Street is in very poor condition and needs to be replaced. The cost of this project is estimated at \$148,000. It was staff's initial plan to use federal CDBG funds for this improvement. However, after additional consultation with officials from the U.S. Department of Housing and Urban Development (HUD), we have discovered that the project is likely not going to meet with HUD approval since the Town will be the owner of the land and building. Under private ownership, the project would marginally qualify for funding under HUD rules.

Therefore, staff is recommending that the Council appropriate \$148,000 for the parking lot replacement project using proceeds generated by the new 1% sales tax. In accordance with the sales tax spending plan that was previously approved by the Council, \$250,000 has been earmarked in FY2016-17 for business development and tourism. At this point, none of those funds have been spent or committed to other initiatives.

## ***TOWN COUNCIL ACTION REPORT***

The Bloomington-Normal Convention and Visitors Bureau (CVB) has also offered to provide some funding to the Town to use for marketing and promotional activities for this significant Route 66 attraction.

Staff feels confident that the former Sprague's Super Service building will become a very popular attraction along the Route 66 corridor. According to Ms. Ryburn, once restored, this will be one of the most impressive of the remaining service stations along the entire Route 66 corridor. It is hard to say how many visitors that the property will attract each year, but she conservatively estimates 20,000. It will be the Town's plan to also erect signage along the Route 66 corridor through Town (Pine Street, Linden Street, & Willow Street) directing visitors to Uptown Normal, the ISU campus, and other local attractions.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT PERTAINING TO 305 PINE STREET

WHEREAS, the Town has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Town and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties to achieve these purposes; and

WHEREAS, The property located at 305 Pine Street in Normal has historical value to the Town and would bring value to the Town if used as a tourist attraction, celebrating the Town's association with the historic Route 66; and

WHEREAS, significant renovations are required before the property could be used as a tourist attraction; and

WHEREAS, it is in the interests of the health, safety, and welfare of the citizens of Normal to enter into the Development Agreement for 305 Pine Street.

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

SECTION ONE: That the Development Agreement, in substantially the form thereof presented before the meeting of the Mayor and Board of Trustees at which this ordinance is adopted, is approved.

SECTION TWO: That the Mayor and Town Clerk are authorized to execute and deliver the Development Agreement for and on behalf of the Town with any changes they may approve. Upon the execution thereof by the Town and the owner, the appropriate officers, agents, attorneys, consultants, and employees of the Town are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements, and instruments authorized by, and subject to, the Development Agreement desirable or necessary to implement and otherwise give full effect to the Development Agreement.

SECTION THREE: That, upon full execution, the Development Agreement shall be attached as an exhibit to this ordinance, but any failure to so attach does not abrogate, diminish, or impair the effect of the Development Agreement as fully executed.

SECTION FOUR: That any bidding requirement of the Town related to the Development Agreement and related documents are hereby waived.

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

SECTION SIX: That this ordinance takes effect 10 days after the date of its publication.

SECTION SEVEN: 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 \_\_\_\_\_, 2016, with \_\_\_\_\_ voting aye; \_\_\_\_\_ abstaining; \_\_\_\_\_ voting nay: and \_\_\_\_\_ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Lorenz				Councilman Fritzen			
Councilman Preston				Councilwoman Gaines			
Councilman McBride				Mayor Koos			
Councilman McCarthy							

The foregoing ordinance was approved by the President on the \_\_\_\_ day of \_\_\_\_\_, 2016.

The foregoing ordinance was published in pamphlet form on the \_\_\_\_ day of \_\_\_\_\_, 2016.



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**DEVELOPMENT AGREEMENT**  
**RYBURN PLACE—305 PINE STREET**

**TOWN OF NORMAL, ILLINOIS**

**THERESSA L. RYBURN**

**MAY 1, 2016**

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## Parties

1. The TOWN OF NORMAL, ILLINOIS is an Illinois home rule municipal corporation, located at 11 Uptown Station, Normal, IL 61761 ("Town").
2. THERESSA L. RYBURN is an individual, residing at 305 Pine Street, Normal, IL 61761 ("Ryburn").

## Recitals

1. The Town has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Town and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties to achieve these purposes.
2. The property located at 305 Pine Street in Normal has historical value to the Town and would bring value to the Town if used as a tourist attraction, celebrating the Town's association with the historic Route 66.
3. Significant renovations are required before the property could be used as a tourist attraction.
4. The parties desire that the Town acquire the property and complete the renovations and that Ryburn remain on the property and operate it as a tourist attraction.

**The Parties agree as follows:**

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## 1. Property & Project description

### 1-1. Property.

(a) The Property is located at 305 Pine Street, Normal, Illinois 61761 and consists of Lots 1 and 2 and the east 18 feet of Lot 3 of Block 3 in the First Addition of the Normal Subdivision (PIN 14-27-102-008).

(b) The Property contains a Tudor-Revival style building that was constructed by Bloomington contractor, William W. Sprague. He developed the building in order to house his traffic-related business along the popular Route 66 corridor, which followed Pine Street through a portion of Normal. The first floor housed a restaurant, an office,

Date: 1 May 2016

and mechanical space for the service station. Two apartments were located on the second level and served as residences for the owner and service attendant.

(c) The Property was placed on the National Register of Historic Places on April 25, 2008 and was given Local Landmark Designation by the Town of Normal on August 15, 2011.

(d) The Property is located within the "One Normal Plaza Redevelopment Project Area."

**1-2. Project.** The Project consists of the restoration of the Property for use suitable for a gift shop.

---

## 2. Conveyance of the Property.

**2-1. Conveyance to Town.** Ryburn agrees to convey, via general warranty deed, the Property to the Town for a sum total of \$234,128.

**2-2. Title commitment.**

(a) Ryburn agrees to furnish to the Town a written commitment from a title insurance company, duly authorized to do business in Illinois, showing title to the Property to be subject only to (i) matters to which the transfers are subject by the terms hereof and (ii) the customary exceptions contained in owner's policies issued by that company.

(b) Within 20 days after receiving the title commitment, the Town may furnish to Ryburn written objection to any defect in title of record set forth in the title commitment. If the Town does not give the written objection within this 20-day period, then the Town is deemed to have accepted all matters affecting title set forth in the title commitment. If the Town gives the written objection within the 20-day period, then the Town is deemed to have accepted all matters set forth in the title commitment that are not set forth in the objection. After receipt of the written objection, Ryburn has the right to endeavor to cure the defects set forth in the written objection and must notify the Town of its election within 5 days after receiving the written objection. If Ryburn elects to endeavor to cure the defects, she shall promptly commence and diligently pursue efforts to cure the defects. If Ryburn fails to cure or elects not to cure the defects within 20 days after receiving the written objection, the Town may either waive the defects and proceed with closing or terminate this Agreement. If the Town terminates the agreement under this Section, then the parties have no further rights or liabilities under this agreement.

(c) At closing, Ryburn shall cause the title insurer to issue an ALTA Owners Policy in the amount of \$234,128 showing merchantable record title to the Property in accordance with the title commitment and subject only to the permitted objections under this Section.

**2-3. Closing.**

(a) The closing for the Property at a date agreed to by the parties but in no event later than 6 months after the execution of this Agreement.

(b) At the closing, Ryburn shall deliver to the Town (i) an executed warranty deed to the parcel; and (ii) the title policy required under Section 2-2.

(c) At the closing, the parties shall jointly deliver to each other: (i) an agreed upon closing statement; and (ii) executed documents complying with the provisions of all federal, state, county, and local law applicable to the determination of transfer taxes.

**2-4. Property taxes.** Ryburn is responsible for the payment of all real property taxes with respect to the parcel that are incurred on or before the closing date. The Town is responsible for the payment of all real property taxes with respect to the parcel that are incurred after the closing date.

**2-5. Closing costs.** Ryburn is responsible for the payment of the following closing costs: (i) her attorneys' fees; and (ii) the premium for the title insurance. The Town is responsible for the payment of the following closing costs: (i) the Town's attorneys' fees; and (ii) fees for recording the deed.

**2-6. Brokerage commissions.** Ryburn represents that she has not engaged a real estate broker with regard to this transaction. The Town represents that it has not engaged a real estate broker with regard to this transaction. Each party agrees to indemnify the other against any brokerage commissions due to any real estate broker claiming to have been engaged by the indemnifying party with regard to this transaction.

**2-7. Monument signs.** Ryburn agrees to transfer title to the existing monument signs on the northeast corner of the Property, a Route 66 Exhibit Hub and a Wayside Exhibit, to the Town.

---

### 3. Town's Project Obligations

**3-1. Reconstruction of parking lot.** The Town agrees to replace the existing parking lot with a concrete surface in conformance with the plans prepared by the Farnsworth Group dated \_\_\_\_\_, 2015.

**3-2. Demolition of building addition.**

(a) The Town agrees to seek permission from the appropriate authorities to demolish the addition that was added to the south side of the building. If that approval

Date: 1 May 2016

is granted, then the Town agrees to demolish that addition and repair the face of the building.

(b) To the extent necessary and allowed, the Town may construct an addition to house the building mechanicals or may relocate those mechanicals.

**3-3. Exterior repairs.**

(a) The Town agrees to repair the exterior of the building to a status compatible with the Project, including tuck-pointing, brick repair and replacement, timber repair and replacement, window repair and replacement, painting, and stucco repair.

(b) The parties acknowledge that Ryburn has applied for a grant to cover exterior repairs. If the grant is awarded, then the parties agree to take all necessary actions to allow the Town to use the grant proceeds for the purposes under this agreement.

**3-4. Interior repair.**

(a) Completion of Gift Shop. The Town agrees to repair and renovate the Gift Shop to a status compatible with the Project.

(b) ADA compliance for restrooms. The Town agrees to renovate the downstairs restrooms and connecting hallways that will be available as a public accommodation to bring them into compliance with the Americans with Disabilities Act, the Environmental Barriers Act, and similar accessibility laws.

**3-5. Maintenance of Property.** The Town agrees to maintain the Property in a manner that is compatible with the Project, including routine building and sign maintenance, lawn care, landscaping, snow removal, and similar activities. The Town agrees to maintain the Property as a Route 66 attraction for the duration of the term of the agreement and to reasonably consider the use of the Property as such an attraction for future periods.

**3-6. Input on significant work; notice.**

(a) The Town agrees to accept input from Ryburn concerning any significant repair or modification to the Property. The Town has the final authority to make decisions concerning those repairs or modifications.

(b) The Town will provide 14 days' notice before commencing any work on the property other than (i) routine maintenance or (ii) emergency repairs.

**3-7. No restrictions on other uses.** Nothing in this Agreement may be construed to restrict the Town from any use of the portion of the Property not used as a Retail Gift Shop or subject to the Residential Lease under Section 4-2, provided that the use does not detract from the Property's status as a Route 66 attraction or directly compete with the retail gift shop.

---

## 4. Ryburn's use of the Property.

**4-1. Gift Shop License.** The Town agrees to execute the License Agreement attached as Exhibit A.

**4-2. Residential lease.** The Town agrees to execute the Residential Lease attached as Exhibit B, for the second-floor apartments located on the Property.

**4-3. Housing allowance.** If, during the term of the Residential Lease under Section 4-2, Ryburn is unable to occupy the second-floor apartment due to her inability to use the stairs or due to the destruction of the second-floor apartment through no fault of Ryburn, then, for the remainder of the term of the Residential Lease or for as long as the second-floor apartment remains uninhabitable, the Town will provide Ryburn with a monthly housing allowance in an amount that will allow a lease of a comparable apartment to Apartment B located on the Property. If the parties cannot agree on the monthly housing allowance within 30 days of the date Ryburn vacates the second floor, then each party shall select a realtor and the two realtors so selected shall select a third realtor and the three realtors shall determine the monthly housing allowance. The monthly housing allowance shall be reevaluated every other year for the remainder of the term using the same procedure. The parties shall share equally the cost of the realtors.

**4-4. No legal relationship.** This Agreement does not create any legal relationship between Ryburn and the Town (such as a joint venture or partnership) with regard to the operation of the Project. Nor does the Town undertake, by virtue of this agreement, any responsibility or liability for compliance with any law, rule, or regulation relating to the operation of the Project.

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## 5. Representations and warranties.

**5-1. Ryburn's warranties.** Ryburn represents, warrants, and covenants all of the following as of the date of this Agreement:

(1) Ryburn has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

(2) All of the property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens, except the lien of the mortgage to Heartland Bank, which will be satisfied upon the conveyance of the Property.



Date: 1 May 2016

(3) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending which materially affect the Owner or which would impair its ability to perform under this Agreement.

**5-2. Town's warranties.** The Town represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

**5-3. No conflict of interest.** Ryburn represents and warrants that she will not offer any compensation, ownership interest in the Project Site or the Project, or other financial benefit to any member, official, or employee of the Town, or any consultant hired by the Town.

---

## 6. Default and Remedy.

**6-1. Default events.** Any or all of the following are default events:

(1) Breach by either party of any material covenant, warranty, or obligation set forth in this Agreement; or

(2) Any untrue or incorrect material representation made by either party in this Agreement or in any certificate, notice, demand, or request made by either party; or

(3) Ryburn fails to comply with applicable governmental codes and regulations in the operation of the Project in any material respect.

**6-2. Curative period.** In the case of a default event by either party, the defaulting party shall, upon written notice from the non-defaulting party, cure the default event within 60 days after receipt of such notice. If the default event cannot reasonably be cured with that 60-day period, then the defaulting party must take immediate action and diligently pursue the cure for the default and the default must be cured within a reasonable time.

**6-3. General remedies.**

(a) Upon the expiration of the curative period under Section 6-2, the non-defaulting party may terminate this Agreement upon 10 days' written notice to the defaulting party or may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default event, including but not limited to, proceedings to compel specific performance or other proceedings in law or in equity.

(b) If either party proceeds to enforce its rights under this Agreement and those proceedings are discontinued or abandoned for any reason other than a good-faith settlement or have been determined adversely to the party initiating those proceedings, then the parties shall be restored respectively to their several positions and rights, and

Date: 1 May 2016

all rights, remedies, and powers of the parties shall continue as though no such proceeding had been taken.

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## 7. General provisions

### 7-1. Choice of law; jurisdiction.

(a) This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

(b) Any litigation filed by Ryburn or the Town against the other party and involving this Agreement must be filed in the Circuit Court of McLean County, Illinois.

**7-2. Notice.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

<b>To Ryburn:</b>	<b>With copies to:</b>
Theressa L. Ryburn 305 Pine Street Normal, IL 61761	
<b>To the Town:</b>	<b>With copies to:</b>
Town Clerk City Hall 11 Uptown Station Normal, IL 61761	Corporation Counsel City Hall 11 Uptown Station Normal, IL 61761

**7-3. Town representative.** The City Manager, or his or her designee, is authorized to execute any written request, demand, approval, waiver, notice or other writing authorized under this Agreement. Any amendment to this Agreement must be approved by the Town Council.

**7-4. No personal liability of Town official.** No member, official, or employee of the Town is personally liable to Ryburn for any amount that may become due to Ryburn from the Town or any obligation under the terms of this Agreement.

Date: 1 May 2016

**7-5. Amendments.** This Agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

**7-6. Further assistance and corrective instruments.** The parties agree that they will, from time to time, execute, acknowledge, and deliver, such supplements to this Agreement and any further instruments that may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement.

**7-7. Assignment.** This Agreement may not be assigned by Ryburn without prior written approval of the Town

**7-8. Captions.** Captions of the Articles and Sections of this Agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**7-9. Third parties.** Nothing in this Agreement is intended to confer any right or remedy on any person other than the Town and Ryburn, and their respective successors and permitted assigns.

**7-10. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**7-11. Merger.** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

**7-12. Term.** The term of this Agreement begins on the date set forth in the introductory clause and expires on December 31, 2026.

**7-13. Surviving provisions.** Any term of this Agreement that, by its nature, extends after the end of the Agreement, whether by expiration or termination, remains in effect until fulfilled.

Date: 1 May 2016

Date: 1 May 2016

## Execution Page

This agreement is dated May 1, 2016.

<p><b>Theresa L. Ryburn</b></p>   <p>_____</p> <p>Theresa L. Ryburn</p>	<p><b>Town of Normal</b></p>   <p>By: _____</p> <p>Christopher Koos Mayor</p>  <p>Attest:</p>  <p>_____</p> <p>Wendellyn J. Briggs City Clerk</p>
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## **Index of Exhibits**

Exhibit A. License Agreement—Retail Gift Shop

Exhibit B. Residential Lease

Exhibit C. Offer to Purchase 303 Pine Street

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**LICENSE AGREEMENT—RETAIL GIFT SHOP**  
**305 PINE STREET**

**TOWN OF NORMAL, ILLINOIS**

**THERESSA L. RYBURN**

## Parties

1. The TOWN OF NORMAL, ILLINOIS is an Illinois home rule municipal corporation, located at 11 Uptown Circle, Normal, IL 61761 ("Town").
2. THERESSA L. RYBURN is an individual, residing at 305 Pine Street, Normal, IL 61761 ("Ryburn").

## Recitals

1. The Town owns property located at 305 Pine Street in Normal.
2. Ryburn desires to use a portion of that property as a retail gift shop.
3. The use of the property as a retail gift shop would benefit the community.

**The Parties agree as follows:**

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## 1. License and Term

**1-1. Description of the Property.** For the purposes of this agreement, the Property is retail space located on the first floor of the building located at 305 Pine Street in Normal, Illinois ("Property").

**1-2. License to operate retail sales office on the Property.** Subject to the terms and conditions set forth in this agreement, the Town grants to Ryburn the right to operate a retail gift shop at the Property. Ryburn shall restrict its use and occupancy to the Property for that purpose. The Town reserves the right to access and occupy the balance of the premises located at the Property.

**1-3. Term.** This agreement begins on \_\_\_\_\_, 2016 and continues through December 31, 2026.



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## 2. License Fee and Other Costs

**2-1. License fee.** In exchange for the privileges granted in this agreement, Ryburn shall pay to the Town a fixed license fee of \$10.00 for each month of occupancy. The fee for the first month of occupancy to be paid upon execution of this agreement and the fee for each subsequent month to be paid on or before the first day of that month. The fee under this Section is in addition to any other payment that is required to be made under this agreement. The fee may be prepaid.

**2-2. Utilities.**

(a) The Town shall pay all charges for water, heat, gas, electricity, and sewers, used at the first floor of the Property throughout the term of this agreement, including any connection fee.

(b) Ryburn is responsible for the payment of all charges for telephone, internet, cable television, or similar charges used at the Property.

**2-3. Real estate taxes.** The Town is responsible for any real estate taxes assessed on the Property from the commencement of this agreement until termination of occupancy by Ryburn and any person claiming a right of occupancy.

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## 3. Use of the Property

**3-1. Use of the Property.**

(a) Ryburn shall operate and conduct the Property in conformity with the high standards of a retail gift shop. Ryburn may not allow the Property, or any part thereof, to become vacant or to be used for any purpose other than as provided in this agreement, or permit the Property to be used in whole or in part by any other firm, person, or corporation outside of the use of the Property as a retail gift shop. Ryburn may also use the west addition of the Property for office purposes and storage, but only to the extent that the addition and use complies with all building code requirements.

(b) Ryburn is responsible for obtaining and maintaining all advertising signs and materials, merchandise, display fixtures, cash registers and other retail equipment, and employees.

(c) Ryburn agrees to operate the retail gift shop for a minimum operation of 33 hours per week, with reduced seasonal hours optional in January and February of each year. The schedule of hours is subject to the reasonable approval of the Town.

(d) All signs or advertisements exhibited by Ryburn on the exterior of the Property must first be approved by the Town in writing.

(e) The Town has the right to inspect the Property for compliance with this agreement.

### **3-2. Initial improvements and fixtures.**

(a) The Town agrees to make improvements as set forth in the Development Agreement.

(b) Ryburn shall, at all times, present the Property and use all fixtures, furniture, and equipment in an attractive manner consistent with the image of a quality retail use.

(c) The Town is not required to make any improvements to the west addition of the Property to make it compatible for use as an office.

### **3-3. Subsequent Improvements and Fixtures.**

(a) Ryburn shall not make any alterations, improvements, or physical changes in the Property without the prior written consent of the Town.

(b) Prior to the commencement of any improvements to the Property, Ryburn shall deliver to The Town plans and specifications describing in reasonable detail Ryburn's new fixture plan and overall design ("Plans"). The Town shall approve or reject the Plans in writing within 30 days after their receipt and, if rejected, Ryburn shall make the changes requested by The Town.

(c) Unless otherwise agreed to between the parties, the cost of the improvements, furniture, fixtures, and equipment indicated on the approved plans shall be borne by Ryburn. All such furniture, fixtures, and equipment shall be paid for, 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 Ryburn in connection therewith.

(d) All improvements shall be constructed in compliance with the approved Plans and all laws, regulations, statutes, codes, ordinances, and other governmental requirements. During construction, Ryburn shall obtain and maintain such insurance as the Town shall request. All construction must be completed within 60 days after the Plans are approved.

### **3-4. Maintenance of the Property.**

(a) At all times during the term of this agreement, the Town shall maintain the heating, air conditioning, plumbing and electrical systems; clean the gutters; replace and wash the windows as necessary; and, install and remove the storm windows. Ryburn shall maintain the interior of the Property in a clean and neat condition.

(b) If Ryburn fails to maintain the Property under subsection (a), then the Town may serve a written demand upon Ryburn to correct the defective condition within 30 days. If Ryburn fails to correct the defective condition within that period of time, then the Town may, at its option, remedy the condition and charge the cost to Ryburn's account, which Ryburn must pay in accordance with Section 5-2.

### **3-5. Condition of Property at termination; disposition of improvements.**

(a) At the expiration or termination of this agreement, Ryburn must remove all its personal property from the Property at its own cost and expense and deliver the Property to the Town "broom clean" and in good order and condition, reasonable wear and tear excepted.

(b) Any fixture installed on the Property, whether or not furnished by the Town, becomes the Town's property at the expiration or termination of this agreement. Any other property furnished by the Town without cost to Ryburn remains the property of the Town and must be returned to the Town at the expiration or termination of this agreement. The fixtures and property must be returned in the same condition as they were when installed or furnished, reasonable wear and tear excepted.

**3-6. Licenses.** Ryburn must obtain all necessary governmental approvals to operate the retail gift shop.

**3-7. Name of office.** The retail gift shop shall be operated only in the name of "*Ryburn Gifts*" or any other name that is acceptable to the Town.

**3-8. Liens.** Ryburn may 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. Ryburn must pay or discharge any such lien within 10 days after receiving notice of the lien.

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## 4. Indemnification and Insurance

### 4-1. Indemnification of the Town.

(a) Ryburn agrees to indemnify the Town harmless, except in the event the loss or injury was caused by the negligence of the Town, from any claim or loss (i) arising out of this agreement, (ii) as a result of any breach or default by Ryburn under this agreement, or (iii) arising out of or related to Ryburn's business operations in the Property. For the purpose of this Section "claim or loss" means any expense, loss, liability, damage, cost, claim, tax or demand, including, but not limited to, claims from 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. The indemnification under this Section also includes the costs of reasonable attorneys' fees and other related expenses.

(b) If requested by the Town, Ryburn shall defend any action brought against the Town arising out of the activities of Ryburn, its employees, or agents, or of any person employed in the Property, and Ryburn shall employ an attorney, at its own expense, to conduct this defense. The Town may, but shall not be required to, engage its own attorney in connection with the action.

(c) Ryburn shall indemnify and hold the Town harmless from any claims of damages arising out of any loss or injury to Ryburn's property wherever located, except in the event that the loss or injury was caused by negligence of the Town, its employees, or any persons for whom it is legally responsible.

(d) The failure or inability of Ryburn to obtain or maintain the contractual liability insurance required under Section 4-4 does not limit or affect Ryburn's obligations under this Section.

(e) The rights and obligations under this Section shall be exercised and performed subject to the Town's sole discretion and judgment.

**4-2. No liability of the Town.**

(a) The Town is not liable to Ryburn 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 Ryburn, except in the event that the loss or injury was directly caused by negligence of the Town or its employees or agents.

(b) The Town is not liable for any loss or damage to Ryburn or interference with or suspension of Ryburn's business operations due to causes beyond the reasonable control of The Town and is not liable or responsible in any way for any debts contracted by Ryburn.

**4-3. Casualty.** This agreement is terminated and Ryburn must vacate the Property if the Property becomes unsuitable for use due to fire, flood, or other casualty.

**4-4. Insurance.**

(a) Ryburn agrees at all times to carry, at its sole cost and expense, all of the following:

(1) Workers' compensation insurance for Ryburn's employees in accordance with the requirements of the State of Illinois.

(2) General Comprehensive Liability insurance, including products liability, covering all operations in limits of not less than \$1,000,000 for each occurrence for personal injury or death, \$1,000,000 for each occurrence for property damage in or about the Property, and \$2,000,000 in the aggregate. The Town must be named as an additional insured on any liability policy.

(3) Fire insurance with extended coverage covering the Property and the fixtures for the full replacement value thereof, on which the Town is named as an additional insured, as to the Property and fixtures.

(4) Any other or additional insurance coverage that the Town may reasonably request from time to time.

(b) All insurance policies under this Section must be issued in the name of Ryburn and Town, as their interests may appear, and must be issued by companies and in a form and manner reasonably satisfactory to the Town. Each policy must provide that it may not be canceled or materially changed except upon 10 days' prior written notice to

the Town. Ryburn must deliver to the Town the certificates of insurance on or before 10 days after the date that this agreement is executed, and at least 10 days prior to the expiration date of any policy. Upon request, Ryburn must make the originals of all insurance policies available to the Town for inspection.

(c) If, at any time, Ryburn fails to maintain any insurance required under this Section, then the Town, at its option, may do so, and Ryburn must pay the cost of that insurance in accordance with Section 5-2.

(d) All insurance must contain a waiver of subrogation in favor of the Town, if obtainable, and the Town's fire insurance policy with respect to the Property shall contain a waiver of subrogation in favor of Ryburn, if obtainable.

**4-5. No immunity waiver.** Nothing in this agreement may be construed to deprive either party of any tort immunity or other available defense.

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## 5. Default and Termination

**Section 5-1. Bankruptcy, etc.** This agreement is deemed to be materially breached by Ryburn and the Town may terminate the agreement in accordance with Section 5-2 if any of the following occurs:

(1) A petition in bankruptcy (including a petition for arrangement under the Bankruptcy Law) is filed by or against Ryburn or any guarantor of Ryburn's obligations under this agreement;

(2) Ryburn or any guarantor becomes insolvent within the meaning of any state or federal insolvency laws or makes an assignment for the benefit of creditors;

(3) A receiver for all or any part of Ryburn's business or the business of any guarantor is appointed by any state or federal court, and the petition for the appointment of the receiver is not vacated within 30 days after the appointment; or

(4) Any property or assets of Ryburn or any guarantor is attached or becomes subject to a lien or encumbrance that is not vacated within 30 days.

**Section 5-2. Termination on default.**

(a) This agreement is deemed to be materially breached by Ryburn if any of the following occurs:

(1) Ryburn makes any material misrepresentation to the Town in connection with this agreement;

(2) Ryburn violates any term or condition of this agreement and does not remedy the violation within the time limit under subsection (b).

(b) Unless specifically provided elsewhere in this agreement, if Ryburn violates a term or condition of this agreement, then it must remedy the violation within the following time period:

(1) In the case of nonmonetary defaults that are curable within 30 days, Ryburn must (i) notify the Town of its intent to remedy the default within 5 days after receiving notice of the violation from the Town and (ii) remedy the default within 30 days after receiving notice of the violation from the Town.

(2) In the case of all other defaults, Ryburn must remedy the default within 5 days after the receipt of notice of the violation from the Town.

(c) If the agreement is breached under subsection (a), then the Town, at its sole discretion, may either: (i) cure Ryburn's default and charge the cost and expense thereof to Ryburn; or (ii) terminate and end the privileges granted under this agreement. Upon any such termination, the Town may immediately and summarily remove Ryburn or any other person from the Property without resorting to any court proceeding.

(d) If Ryburn fails to make any payments due under this agreement, then from and after the day that the amount is due (and whether or not notice of the failure of the payment has been given), interest shall accrue on the amount so due at a rate equal to 10% per annum.

(e) The rights and remedies under this Section are in addition to any other rights and remedies of the Town under this agreement.

**Section 5-3. Remedies.** The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with and not exclusive of any other remedy conferred by this agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other. Ryburn waives the right to trial by jury in any action brought by the Town against Ryburn, and the Town waives the right to trial by jury in any action brought by Ryburn against the Town.

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## 6. General provisions

**6-1. Choice of law; jurisdiction.** This agreement is to be governed by and construed in accordance with the laws of the State of Illinois. This agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

**6-2. Rights and remedies cumulative.** The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with and not exclusive of any other remedy conferred by this agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

**6-3. Assignment, sublicense, and transfer.**

(a) Without the prior written consent of the Town, Ryburn may not:

(1) sell, assign, mortgage, or transfer, by operation of law or otherwise, this agreement;

(2) sublicense all or any of the space allotted to Ryburn, except as provided in subsection (b) or

(3) permit the said space to be occupied by anyone other than Ryburn and Ryburn's employees or agents.

(b) The decision to consent to an assignment, sublicense, or transfer is in the sole discretion of the Town. If the Town so consents, Ryburn remains liable for all of Ryburn's obligations under this agreement.

**6-4. Waivers.**

(a) The parties may waive any provision in this agreement only by a writing executed by the party against whom the waiver is sought to be enforced.

(b) No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

(c) A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

**6-5. Notice.** Unless otherwise provided under this agreement, all written notice required under this agreement may be delivered by personal delivery or mail, email, or facsimile. Notice shall be sent to the recipient designated by each party.

**6-6. Captions.** Captions of the Articles and Sections of this agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this agreement.

**6-7. Amendments.** This agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this agreement.

**6-8. Assignment; beneficiaries.** This agreement may not be assigned without the written consent of the parties. This agreement is intended for the benefit of each party and no other person or entity has rights under this contract, whether as a third-party beneficiary or otherwise.

**6-9. Merger.** This agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement.

**6-10. Surviving provisions.** Any term of this agreement that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled.

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## Execution page.

The parties are signing this agreement on the date stated in the introductory clause.

<p><b>Theressa L. Ryburn</b></p> <p>By: _____ Theressa L. Ryburn</p>	<p><b>Town of Normal</b></p> <p>By: _____ Christopher Koos Mayor</p> <p>Attest:</p> <p>_____ Wendellyn J. Briggs Town Clerk</p>
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## EXHIBIT B

### RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on \_\_\_\_\_, 2016, between the Town of Normal ("Landlord") and Theressa L. Ryburn ("Tenant").

Landlord leases to Tenant the second story apartments (Apartment A and Apartment B) of the building located at 305 Pine Street in the Town of Normal, County of McLean, State of Illinois, together with all appurtenances ("Premises"), for a term of 10 years, to commence on \_\_\_\_\_, 2016 and continuing through December 31, 2026. The lease may be renewed on terms and conditions agreeable to the parties.

1. Rent. The rent for the term of this agreement is \$120 per year. The parties agree that the conveyance of property to the Town under an agreement titled *Development Agreement: Ryburn Place—305 Pine Street* and dated May 1, 2016 serves as sufficient consideration for this lease.

2. Quiet Enjoyment. Landlord covenants that on performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

3. Use of Premises. The demised premises shall be used and occupied by Tenant exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence; provided however that Tenant may use Apartment A as an office for purposes of operating the retail gift shop under the *License Agreement—Retail Gift Shop: 305 Pine Street*, entered into between the parties and dated May 1, 2016. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

4. Number of Occupants. Except as set forth in Paragraph 6, Tenant agrees that the demised premises shall be occupied by no more than 2 adults without the consent of the Landlord.

5. Condition of Premises. Tenant stipulates that she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair and a safe, clean, and tenantable condition.

6. Assignment and Subletting. Without the prior written consent of Landlord, Tenant may not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, is void and, at Landlord's option,

terminates this lease. The parties acknowledge that there is an existing month-to-month lease of Apartment A, which is occupied by no more than 2 adults. That lease must be terminated and that Apartment A vacated by the leaseholders within 6 months after the date that this lease is executed. All rent paid by the current occupants of Apartment A shall be paid to the Town.

7. Alterations and Improvements. Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

8. Damage to Premises. If the demised premises, or any part thereof, is partially damaged by fire or other casualty due to Tenant's negligence or willful act or that of her employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Landlord shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

9. Dangerous Materials. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. Utilities. Tenant shall be responsible for arranging for and paying for all utility services required on the premises, except that water, heat, gas, electricity, and sewer service shall be provided by Landlord.

11. Maintenance and Repair. Tenant will keep the premises in a clean and orderly condition. Landlord shall maintain the heating, air conditioning, plumbing and electrical systems and shall repair the windows and doors, except that Tenant shall pay for all repairs required as a result of Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. The parties acknowledge that the appliances in the leased premises are the personal property of Tenant and are Tenant's responsibility to maintain. Tenant agrees that no signs may be placed or exterior painting done on or about the Premises by Tenant or at her direction without the prior written consent of Landlord.

12. Animals. Tenant shall keep no domestic or other animals on or about the exterior of the leased premises without the written consent of Landlord.

13. Right of Inspection. Landlord and its agents have the right, at all reasonable times upon reasonable advanced notice to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

14. Surrender of Premises. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

15. Default. If any default is made in the performance of or compliance with any term or condition of this lease, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

16. Abandonment. If at any time during the term of this lease Tenant abandons the Premises or any part thereof, Landlord may, at his option, enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the new rent for such period realized by Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

17. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

The parties are executing this lease as of the date set forth in the introductory clause.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

## EXHIBIT C

### Offer To Purchase Real Property

This offer is dated May 1, 2016 and is made by the Town of Normal ("Town") to Theresa Ryburn ("Seller") for the purchase of property located at 303 Pine Street in Normal, Illinois.

**1. The property:** The Town offers to purchase the following parcel of property ("Property") from the Seller, together with all improvements on the Property and appurtenances thereto:

**Address:** 303 Pine Street, Normal, IL 61761

**PIN:** 14-27-102-007

**Description:** (EX E18') LOT 3 BLK 3 FIRST ADD TO NORMAL

(Final legal descriptions will be as provided by the Title Company)

**2. Title:** The title to the Property, when delivered to the Town, shall be by warranty deed conveying good and marketable title, free and clear of all liens, encumbrances, exceptions, and reservations except those standard to a residential transaction of the same type and locale. The good and marketable title must be evidenced by a standard form title insurance commitment issued at Sellers' cost, subject only to the matters set forth in this Offer.

**3. Purchase price:** The purchase price is \$24,000.

**4. Contingencies:**

**(a) Council approval:** This Offer is subject to approval by the Board of Trustees of the Town of Normal.

**(b) Contract execution:** This Offer is subject to the parties executing a contract for the sale of the Property on or before June 1, 2016.

**5. Acceptance:** The Town may withdraw or amend this Offer any time prior to the Seller's acceptance. The Seller's Acceptance must be in writing delivered to the Corporation Counsel of the Town of Normal at 11 Uptown Circle, Normal, IL 61761.

Dated May 1, 2016:

\_\_\_\_\_  
Mark R. Peterson  
City Manager, Town of Normal

I hereby accept the offer described above on \_\_\_\_\_, 2016:

\_\_\_\_\_  
Theresa L. Ryburn



# ILLINOIS STATE

## Route 66

America's historic road is more than a lane of memories for two alums.





*Sustaining  
the*

# MOTHER ROAD

*by Kevin Berrsett*

**ALUMS A DRIVING  
FORCE IN PRESERVING  
ROUTE 66**



**R**oute 66 was the first road to connect the Midwest to the West. Its 2,448 miles linked an archipelago of towns that previously depended on unreliable muddy tracks and wooden plank roads. Although only small sections of the original road remain, 95 percent of the final alignment can still be driven and still attracts international visitors.

Preserving the iconic piece of Americana requires a labor of love, as two Illinois State graduates and employees can attest. The passion and projects of Terri Ryburn '85, M.S. '88, D.A. '99; and Fred Walk, M.S. '78, have formed a significant and lasting intersection between Route 66 and the University.

Ryburn is rebirthing a 1930s-era business, Sprague's Super Service, that graced what once was the original alignment of Route 66 in Bloomington-Normal. The administrator, who left the University in 2005 after 26 years, has returned to a full-time, temporary position to help fund a \$1 million-plus restoration of the dilapidated icon on the historic highway.

Walk is a history professor working to preserve an abandoned section of the iconic road in the village of Towanda, just a few miles north of Ryburn's reclamation project. Over the last 15 years, Walk has transformed a 2.5-mile stretch of cracked pavement into a memorial parkway that attracts 2,000-plus tourists a year and provides the village a place for walking, biking, and meditating on what once was.

Ryburn and Walk have found ways to tie their efforts to Illinois State classrooms. Both are part of a general effort to preserve Route 66 that emerged

in the early 1990s, less than a decade after the road was replaced completely by interstate highways. Those efforts have brought millions of dollars in tourist revenue to small towns across the United States, including Towanda and Pontiac, where the Illinois Route 66 Association Hall of Fame and Museum is located.



"It helps Mom-and-Pop America an awful lot," said John Weiss, an Illinois Route 66 historian and officer of the Route 66 Association of Illinois. "It has something for everybody. It goes from lakes to oceans, skyscrapers to deserts, Indian reservations, small towns, big cities. You name it, it is on 66."







**R**yburn's love for the road was born in 1953 during a childhood road trip when she was just 5. Her family—mother, father, five (frequently carsick) children, and two hunting dogs—drove a Model A truck 40 mph on Route 66 from Bloomington to California.



Terri Ryburn

“It was wonderful, absolutely wonderful—for the kids. Not so happy for the adults. My mother never liked to travel after that,” Ryburn said. “I joke that we must have looked like the Joad family in *The Grapes of Wrath*.”

The version of Route 66 that carried migrants fleeing economic hardship during the Great Depression, like those depicted in the John Steinbeck novel, was in the distant past by the time Ryburn's family made its trek.

Route 66 began in 1926 as a 16-foot-wide, and only partly paved, two-lane road that crossed eight states from Lake Michigan to the Pacific Ocean.

Known as “Bloody 66,” the original road had no speed limit and 90-degree turns, like “Deadman’s Curve” in Towanda. By the 1950s it had evolved into a safer, four-lane highway that bypassed Main Street America in many spots, portending its eventual replacement by interstates.

Oklahoma businessman Cyrus Avery is known as the “Father of Route 66.” His idea was to create an all-weather road to transport materials across the country.

“That’s why they built it, for commerce primarily. It was a bonus that people could travel to visit friends and relatives and then eventually take vacations along it,” said Ryburn, who has authored a guidebook on McLean County’s section of the road. She wrote a history of the Mother Road for her doctoral dissertation and remains a frequent traveler of the pavement etched in American consciousness by the song “Get Your Kicks on Route 66” and a TV show (*Route 66*).

In Illinois, State Road 4 was the main fore-runner of Route 66. Several roads were cobbled together to create one route from Chicago to St. Louis. “They never built Route 66; they created it by attaching paved pieces of road with other paved pieces of road,” Weiss said.

Route 66 originally went through the middle of Bloomington-Normal, passing Illinois State University’s campus on its southward path. Businesses sprang up on busy sections of the road, including the nation’s first Steak ‘n Shake. It opened in 1934 on Main Street in Normal.

General contractor William Sprague opened Sprague’s Super Service in 1931 at 305 Pine Street, which was then the main northern entrance to Normal. Unlike many businesses that closed as the





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route was altered, the service station survived long after Route 66 was rerouted to the beltline in 1941, bypassing the heart of the Twin Cities.

Sprague’s building had several owners, becoming a gas station, restaurant, auto-shop, cab company, Greyhound bus stop, rental car and ambulance service, and bridal shop and catering business. When it opened there was a cafe, a little grocery, and two other gas stations nearby.

Ryburn purchased the two-story Tudor Revival building for \$220,000 in 2006 and hopes to resurrect it as a café/theater/bed-and-breakfast on what is now a sleepy Normal street. She had her eyes on the 8,000-square-foot building for years and put in a couple of offers once it went up for sale. She was so surprised her second bid was accepted that she hadn’t bothered to tell her husband about her efforts to obtain their new home.

Persuading him was the easy part; reviving a Route 66 landmark, not so much. Ryburn has spent \$90,000 of her own money to reroof the building, install storm windows, and complete other renovations, with hundreds of thousands of dollars of work yet to be done. She wants to knock down two additions built in the 1950s and 1960s. She needs to replace pipes from the 1930s, and the second floor needs a complete redo.

“It was really deteriorating badly when I bought it,” Ryburn said. She brought in Illinois State University interior design classes to redesign the first floor, and top floor—where she lives in the larger of two apartments—into a bed-and-breakfast.

The first floor is taking shape, but gathering dust. The former restaurant space is being turned into a coffee shop. A tea room with the tables set is ready to go in an adjacent room. A stage and lighting is set up for a community theater in a third room, but none of the spaces are ready for the public.

“I’m just hoping it’s not open posthumously. That’s my goal,” said Ryburn, who has obtained grants. She worked to get the building listed on the National Register of Historic Places, recognized by the Route 66 Association of Illinois Hall of Fame, and as a local Normal landmark.

“The difficulty with owning an historical building is I have to restore it, not remodel it,” Ry-



burn said. “The exterior has to look as exactly the way it looked when it was built in 1930–31.”

Weiss is impressed with Ryburn’s efforts. He has worked on Illinois Route 66 preservation efforts for 20 years and has led volunteers to Ryburn’s home.

“This is probably the most elaborate restoration on an individual basis,” he said. “Usually these kinds of projects are taken on by some big banks with corporate sponsors. She didn’t have any of that. She just had a lot of guts.”

Terri Ryburn is in the middle of a \$1 million restoration of the former Sprague’s Super Service, an 83-year-old relic of Old Route 66.



# FROM barren road TO CIVIC LESSON

**W**hile Ryburn's connection to Route 66 started during its heyday, Walk's happened after its demise. In the 1990s, Walk drove past a barricaded section of the road in Towanda on his way to Normal Community High School, where he taught history and social studies.

"I thought something could be done here. This is a piece of Americana," Walk said. The two-lane frontage road that Walk drove was the vibrant half of Route 66 in Towanda. The two southbound lanes didn't survive the opening of Interstate 55 and became the corpse that Walk has mummified.

"When I-55 came through, that was pretty much the death knell of Old 66," said Walk, whose

Illinois State History Professor Fred Walk, pictured front row far left, gathers students and community members together every spring to help beautify the Route 66 parkway in Towanda.

closet-size office in Schroeder Hall is a display of Route 66 paraphernalia.

Travelers on that frontage road see the evolution of modern transportation in Towanda. To the east is a Union Pacific rail line. The Chicago to Alton rail line, which opened in the mid-1800s, once passed through and forged an alignment roughly followed by Route 66. It was a path beaten down by settlers who tread over trails traced by buffalo and Native Americans.

A faint rumbling of traffic to the west reveals Interstate 55. The highway that runs from Chicago to New Orleans replaced the 300 miles of Route 66 in Illinois. It was one of five interstates built in the 1960s and 1970s to replace the Mother Road, whose death in Illinois in 1977 preceded its overall denouement seven years later in Arizona.

"Now it is just so homogenized. There is no uniqueness about the interstate," Walk said. "You got a much better sense of both the physical and cultural landscape when you were on old Route 66."

Walk figured Route 66 could be the hook to get his high school students motivated in civic engagement. He proposed the students place a memorial sign by the closed road.

"They didn't quite see my vision," Walk said with a laugh, recalling the initial response. "It was like, 'Why are we out here?' Just a barren stretch of road; there is nothing there."

Their attitudes changed once they learned

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more about Route 66's importance nationally and in their backyard.

"After we did the sign, I started thinking we could do much more," Walk said. He met with state officials about turning the road to nowhere into a parkway. There was one problem: The state planned to tear down an old bridge over Money Creek that would have cut the parkway in two.

Walk and the students launched a successful "save the bridge" campaign that upset the contractor who was to receive \$80,000 to remove it. But they won over local politicians.

"I wanted to provide an avenue for my students to model for them how they could become



activists and model that sense of activism whereby they could get involved in their community,” Walk said.

With the bridge saved, Walk, his students, and community volunteers created the parkway. They added benches, planted trees, poured concrete, built split-rail fences, created murals of every state where Route 66 passes through, installed classic Burma Shave signs that once dotted the roadway, and recorded the local history in brochures describing the diners and gas stations that went by the wayside with Route 66’s demise.

“The goal was to capture the cultural essence of this stretch of road,” he said.

Fifteen years later, the parkway known as the Historic Route 66: A Geographic Journey, is a tourist attraction and a local landmark. A scan of a logbook shows visitors from Australia, Brazil, Kenya, Japan, England, Quebec, and New York City.

“It’s amazing for how many people there is this lure of Route 66, worldwide,” said Walk, who uses the parkway as a tool to teach Illinois State history-social science education students about how they can get their future students civically engaged. Since joining the History Department in 2003, he and fellow History Professor Monica Noraian, Ph.D. ’07, have led a history-social science

methodology class that emphasizes civic engagement for aspiring history-social science teachers. Among other activities, they annually take students to the Route 66 parkway to help with preservation efforts.

“What we are all about is providing avenues for our students and future teachers to become responsible, active, contributing citizens,” Walk said. “And that is the endgame.”

#### Editor’s note

Terri Ryburn, Fred Walk, and John Weiss provided much of the history of Route 66 in this story. Sources included Ryburn’s book, *Route 66: Goin’ Somewhere (The Road in McLean County)*; Fred Walk’s 2002 article in *Historic Illinois*; and Rutgers University’s 2011 publication *Route 66: Economic Impact Study*.

View a video showing the progress made on Route 66 by Fred Walk and his students. Go online to [IllinoisState.edu/Magazine](http://IllinoisState.edu/Magazine).





**O**n February 18, 1857, Governor William Bissell of Illinois signed a bill creating a normal school and establishing the Board of Education of the State of Illinois as its governing body. The bill stipulated that the permanent location would be the place that offered the most favorable inducements. Jesse W. Fell took up the campaign for Bloomington and obtained financial backing totaling \$141,000. Abraham Lincoln, acting as attorney for the board, drew up the bond guaranteeing the Bloomington citizens would fulfill their financial pledges.



Illinois State Normal University was consequently founded as the first public institution of higher education in the state. Established as a teacher education institution, Illinois State has developed into a multipurpose university with degree programs at the bachelor's, master's, and doctoral levels.

The University is one of 12 public universities in Illinois. Its 34 academic departments offer more than 154 fields of study in the Colleges of Applied Science and Technology, Arts and Sciences, Business, Education, and Fine Arts, and the Mennonite College of Nursing. The Graduate School coordinates 42 master's, seven certificate, one specialist, and 10 doctoral programs. The University's academic programs are supported by the services and collections of Milner Library, which contains more than 3 million holdings and special collections.

The University enrolls students from throughout Illinois, 48 states, and 63 countries. Students are mentored by faculty members dedicated to superior teaching, including numerous teacher-scholars recognized at national and international levels for their research and contributions to their field.

Conveniently located in Central Illinois, the University is situated at the intersection of three major highways, as well as along the Chicago-St. Louis railroad corridor. Due to its easy access in a region of strong economic growth and its multidimensional profile, Illinois State is able to respond to the varied needs and interests of its constituents and to contribute to the development of its students as responsible citizens.



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