



CITY OF
BLOOMINGTON
COUNCIL MEETING
OCTOBER 8, 2018



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



RESOLUTION NO. 2016 -29

A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

A handwritten signature in black ink, reading "Tari Renner".

Tari Renner, Mayor

ATTEST

A handwritten signature in black ink, reading "Cherry L. Lawson".

Cherry L. Lawson, City Clerk

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 8, 2018; 6:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation declaring the 175th Anniversary of the Wayman African Methodist Church.
 - B. Presentation of the winners of the 2018 Beautification Awards, as presented by the Beautification Committee:
 - (a) Residential Winners:
 - (i) Ronald and Mary Anderson
 - (ii) Jane Jones
 - (iii) Josefina Ramirez
 - (b) Commercial Winners:
 - (i) Withers Park, Superintendent of Parks (Robert Moews)
 - (ii) BJH/BHS, Superintendent (Barry Reilly)
 - (iii) Ewing Cultural Center (Toni Tucker)
- 6. Public Comment**

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

7. “Consent Agenda”

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8. The City’s Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council’s Meeting Agenda. Persons who wish to address the Council should provide new information, which is pertinent to the issue before them.)

- A. Consideration of approving the Minutes of the September 24, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$4,807,114.55. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$4,807,114.55, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of a Supportive Housing Program/Continuum of Care Planning Grant Agreement (Project IL1602L5T121700), in the amount of \$43,217, to the U.S. Department of Housing and Urban Development, as requested by the Community Development Department – Office of Grants Administration. *(Recommend the Supportive Housing Program/Continuum of Care Planning Grant Agreement (Project IL1602L5T121700), in the amount of \$43,217, to the U.S. Department of Housing and Urban Development (HUD) be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- D. Consideration of an Annual Maintenance Agreement with Sentinel Technologies Inc., Springfield, IL, for City-wide Network and VoIP Telephone Infrastructure, in the amount of \$78,425, as requested by the Information Services Department. *(Recommend the Annual Maintenance Agreement with Sentinel Technologies Inc., Springfield, IL, for Hardware/Software Maintenance, Troubleshooting, Configuration Assistance and Remote Monitoring of Network and VoIP (Voiceover Internet Protocol) Infrastructure, in the amount of \$78,425, for the final year of the existing five year agreement, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of (1) an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$39,947, and (2) the Purchase of Jellyvision (via the ALEX tool)), as a limited source, to provide services to better educate employees regarding their 2019 Benefit Plans, due to a critical need for expertise in this area, as requested by the Human Resources Department. *(Recommend (1) the Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$39,947, be approved, and the Mayor and City Clerk be authorized to execute the Ordinance; and (2) the Purchase of the Jellyvision Product/Service (via the ALEX tool), as a limited source, to provide services to better educate employees regarding their 2019 Benefit be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

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- F. Consideration of an Ordinance approving the Dedication of a Water Main Easement located at Lot 2 of Empire Business Park 1st Addition and the Easement Agreement between Advocate Health and Hospital Corporation d/b/a Advocate BroMenn Medical Center and the City of Bloomington, so the developer can install a Public Water Main for Empire Business Park 9th Addition, as requested by the Public Works and Water Departments. *(Recommend the Ordinance approving the Dedication of a Water Main Easement located at Lot 2 of Empire Business Park 1st Addition and the Easement Agreement between Advocate Health And Hospital Corporation d/b/a Advocate BroMenn Medical Center and the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$232,218, to adjust the Community Development Block Grant (CDBG) Fund, as requested by the Community Development Department – Office of Grants Administration. *(Recommend the Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$232,218, to adjust the Community Development Block Grant (CDBG) Fund be approved, and the Mayor and City Clerk be authorized to execute any necessary documents.)*
- H. Consideration of an Ordinance approving a Final Plat of LeGrand Subdivision, so the petitioner can divide the property for sale, as requested by the Public Works Department. *(Recommend the Ordinance approving the Final Plat of LeGrand Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of the application of Game Time Gym II, Inc., d/b/a Game Time Gym II located at 404 Olympia Drive, requesting an EBS (Entertainment/Recreational Sports, Beer and Wine, Sunday sales) liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the application of Game Time Gym II, Inc., d/b/a Game Time Gym II, located at 404 Olympia Drive, requesting an EBS (Entertainment/Recreational Sports, Beer and Wine, Sunday sales) liquor license which would allow the sale of beer and wine only by the glass for the consumption on the premises seven (7) days a week be approved, with the condition that persons purchasing beer or wine be identified through use of a stamp, and upon compliance with all health and safety codes.)*

8. “Regular Agenda”

- A. Ratification of the Collective Bargaining Agreement between the International Association of Machinists, Aerospace Workers, Lodge 1000, and the City of Bloomington, as requested by the Human Resources, Public Works and Water Departments. *(Recommended the Collective Bargaining Agreement be ratified.) (Brief overview by Tim Gleason, City Manager. 3 minutes; Council discussion 3 minutes)*

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- B. Ratification of the Wage and Insurance Reopener with AFSCME Local 699, as requested by Human Resources, Public Works, and Park, Recreation and Cultural Arts Departments. *(Recommend the Wage and Insurance Reopener between AFSCME Local 699 and the City of Bloomington be ratified.) (Brief overview by Tim Gleason, City Manager 3 minutes; Council discussion 3 minutes)*
- C. Consideration and of an Ordinance amending Chapter 23 the City Code to implement a Comprehensive Dock Permitting Program and adopting Boat Dock Construction Standards, as requested by Administration and the Water Departments. *(Recommend the Ordinance amending Chapter 23 the City Code to implement a Dock Permitting Program and adopting Boat Dock Construction Standards at Lake Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager. Presentation by Jeffrey Jurgens, Corporation Counsel 10 minutes; Council discussion 15 minutes.)*
- D. Consideration of an Ordinance amending Chapter 11 of the Bloomington City Code to establish Business Registration Requirements, as requested by the Police, Fire, Finance, Information Services, and Community Development Departments and the City's Office of Economic Development. *(Recommend the Ordinance amending Chapter 11 of the Bloomington City Code to establish a Business Registration program be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief Overview by Tim Gleason, City Manager. Presentation by Bob Mahrt, Community Development Director, and Scott Sprouls, Information Services Director 10 minutes, City Council discussion, 15 minutes.)*
- E. Consideration of an Ordinance adopting a Schedule of Fees for the City and amending various Chapters within the City Code regarding fees, as requested by the City Manager. *(Recommend the Ordinance adopting a Schedule of Fees for the City and amending the City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief Overview by Tim Gleason, City Manager. Presentation by Bob Mahrt, Community Development Director, and Scott Rathbun, Finance Director, 20 minutes, City Council discussion, 20 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – Cite Section

13. Adjournment

14. Notes

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RECOGNITIONS



Council Date: October 8, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

A. Proclamation declaring the 175th Anniversary of the Wayman African Methodist Church.

B. Presentation of the winners of the 2018 Beautification Awards, as presented by the Beautification Committee:

(a) Residential Winners:

- (i) Ronald and Mary Anderson
- (ii) Jane Jones
- (iii) Josefina Ramirez

(b) Commercial Winners:

- (i) Withers Park, Superintendent of Parks (Robert Moews)
- (ii) BJH/BHS, Superintendent (Barry Reilly)
- (iii) Ewing Cultural Center (Toni Tucker)

PROCLAMATION

175th Anniversary

Wayman African Methodist Episcopal Church

WHEREAS, Wayman African Methodist Episcopal Church was established on October 21, 1843 by Reverend Paul Quin, Moses Bird a grave digger, Joseph Hobson a man of means, and James Hill who co-operated a barbershop founded the African Methodist Education Society and Church; and

WHEREAS, at 804 N. Center Street ground was broken for the church building. In 1990, Reverend Robert E. Harvey, brought vision, insight and energy to the church. His vision led him to encourage the congregation to relocate from 804 Center Street the original home to the current building located at 803 W. Olive, in Bloomington, Illinois; and

WHEREAS, On September 11, 2016 history was made when Bishop John Franklin White, Bishop of the Fourth Episcopal District, assigned the first female pastor to Wayman AME Church, Reverend Dr. Brigitte A. Black; and

WHEREAS, Wayman African Methodist Episcopal Church has provided religious, educational and recreational support and programming for children and adults in Bloomington for 175 years; and

WHEREAS, Wayman African Methodist Episcopal Church is one of the oldest churches still in existence in McLean County today and supports many ministries in the community, and its' 65 plus members continue to honor and praise God.

NOW, THEREFORE, urge the Bloomington community to acknowledge the importance Wayman African Methodist Episcopal Church has on its members' lives and the contributions made by dedicated individuals in helping to preserve the heritage that has helped to shape the lives of the community.

THEREFORE I, Mayor Renner, Mayor of the City of Bloomington, Illinois do hereby proclaim October 21, 2018, as

"WAYMAN AFRICAN METHODIST EPISCOPAL CHURCH DAY"

Dated this 8th day of October 2018



Tari Renner
Mayor



Cherry L. Lawson
City Clerk



BEAUTIFICATION AWARDS 2018 NOMINATION FORM

The Citizens' Beautification Committee of Bloomington invites you to participate in our annual Beautification Awards. This program recognizes residential and nonresidential property owners within the City of Bloomington who make a positive contribution or improvement to Bloomington's appearance through dedication and efforts towards the landscaping, architecture, and maintenance of their property.

Complete this form and email to info@cityblm.org or mail to:

Citizens Beautification Committee
City of Bloomington
PO Box 3157
Bloomington, IL 61702-3157

**Multiple nominations are welcome, please use a separate form for each nomination.
Address must be within the Bloomington city limits.**

Category: ☒ Residential ☐ Non-Residential

Property Owner's Name: Ronald & Mary Anderson

Property Address: 1311 W. Seminary Ave

Property Owner's Telephone and/or E-mail: [REDACTED]

Why are you nominating this property? The gorgeous flowers, The amount of flowers and plants, The grass is so soft!

Nominated By: Jennifer Haworth and Jason Haworth

Your Telephone and/or E-mail: [REDACTED]

Nominations will be taken through June 22, 2018. Awards will be presented at a late summer City Council meeting. For address, please make sure to indicate North/South/East/West if applicable.

NOTES

6-18-18

To: Citizens Beautification Committee -
Residential Nomination

Property Owner's Name ?

Address: 410 Grant
Eastgate Subdivision

Phone: ?

The couple bought the house a couple of years ago & have been doing alot of landscaping and work on the outside of the house.

Nominated by: Linda Schaefer

Email: 




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Property Owner's Name: Ronald & Mary Anderson

Property Address: 1311 W. Seminary Ave

Property Owner's Telephone and/or E-mail: [REDACTED]

Why are you nominating this property?

The property owners always make sure the landscaping is attractive and appealing. The plant & flower choices are always complimentary and not over-kill

Nominated By: Peggy Kleckner

Your Telephone and/or E-mail: [REDACTED]

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Property Owner's Name: Ronald & Mary Anderson
Property Address: 1311 W. Seminary Ave - Blm.

Property Owner's Telephone and/or E-mail: [REDACTED]

Why are you nominating this property?

The yard is beautiful with different flowers. It is unbelievable how many hours they spend in their yard. It is all around their house. They are wonderful & dedicated people.

Nominated By: Kate Barr

Your Telephone and/or E-mail: _____

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Property Owner's Name: Ronald & Mary Anderson
Property Address: 1311 W. Seminary Ave - Blm

Property Owner's Telephone and/or E-mail: [REDACTED]

Why are you nominating this property?

Beautiful Flower Display

Nominated By: HARRY & REBECCA ROBBINS

Your Telephone and/or E-mail: [REDACTED]

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Category: ☒ Residential ☐ Non-Residential

Property Owner's Name: Ronald + Mary Anderson

Property Address: 1311 W. Seminole Ave - Blm

Property Owner's Telephone and/or E-mail: [REDACTED]

Why are you nominating this property?

TO IMPROVE THE CULTURE OF THE CITY

Nominated By: Mike Jamison

Your Telephone and/or E-mail: _____

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Category: ☒ Residential ☐ Non-Residential

Property Owner's Name: Ronald & Mary Anderson

Property Address: 1311 W. Seminary Ave - Blm

Property Owner's Telephone and/or E-mail: [REDACTED]

Why are you nominating this property?

as an avid gardner in my own right I find their landscape well thought out and most pleasing to the eye

Nominated By: Herbert Thomas

Your Telephone and/or E-mail: [REDACTED]

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Address must be within the Bloomington city limits.

Category: ☒ Residential ☐ Non-Residential

Property Owner's Name: Ronald & Mary Andersson

Property Address: 1311 W. Seminole Ave

Property Owner's Telephone and/or E-mail: [REDACTED]

Why are you nominating this property? My parents spend a
enormous amount of time and love they put into
there property to make it look amazing. the best
looking yard in Bloomington.

Nominated By: Arnette Anderson

Your Telephone and/or E-mail: [REDACTED]

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Address must be within the Bloomington city limits.**

Category: ☒ Residential ☐ Non-Residential

Property Owner's Name: if available

Property Address: 1202 w mcarthur

Property Owner's Telephone and/or E-mail: _____

Why are you nominating this property? _____

drive by daily-every west side resident should take note to the flowers and the overall appearance of an older west side home. just beautiful

Nominated By: larry brown

Your Telephone and/or E-mail: [REDACTED]

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Address must be within the Bloomington city limits.**

Category: ☒ Residential ☐ Non-Residential

Property Owner's Name: _____

Property Address: 105 Hershey Rd [just north of Hershey & Washington Ave.
intersection / east side of road]

Property Owner's Telephone and/or E-mail: _____

Why are you nominating this property? _____

nice appearance

Nominated By: Bob Bradley

Your Telephone and/or E-mail: _____

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BEAUTIFICATION AWARDS 2018 NOMINATION FORM

2018

	Address	Voter 1	Voter 2	Voter 3	Voter 4	Voter 5	Voter 6	Voter 7	Voter 8	Voter 9	Total
House 4	4. 1311 W. Seminary	9	8	9	10	10	10	10	10	10	86
House 6	6. 1202 E. Locust (BHS/BJHS)	9	8	7	10	10	10	10	8	9	81
House 5	5. Ewing Cultural Center	7	8	7	10	9	10	10	8	10	79
House 19	1202 MacArthur	8	9	8	10	10	10	8	9	6	78
House 21	Withers Park	9	10	8	10	9	10	8	7	7	78
House 11	11. 105 N. Hershey (house next to HP office)	7	7	8	9	7	10	8	8	9	73
House 8	8. 1205 E. Oakland 2016	9	9	9	9	7	9	9	7		68
House 12	12. 2509 Slayton 2017	10	9	8	10	10	10	9			66
House 20	# 5 Weaver	8	8	8	8	7	10	7	5	5	66
House 10	10. 2205 E. Oakland Ave (Oakland Commons)	8	7	7	8	7	10	6	7	5	65
House 2	2. 1002 W. Front	9	5	8	7	7	8	7	7	4	62
House 7	7. 606 E. Washington	8	5	5	10	8	9	6	4	6	61
House 9	9. 410 Grant	7	6	5	7	6	9	8	6	6	60
House 18	1009 W. Taylor	7	9	5	7	7	8	6	6	5	60
House 3	3. 824 W. Washington (Mother's Forest & Bee Hives)	8	9	6	4	10	6	6	7	3	59
House 17	17. 2305 Northpoint #1A	7	5	5	8	6	7	6	6	8	58
House 15	15. 1310 Airport	6	6	7	7	5	8	4	6	6	55
House 1	1. 923 W. Front	8	7	6	5	8	6	5	3	5	53
House 16	16. 2 Weaver	4	6	6	6	6	8	6	4	6	52
House 13	13. 3202 E. Empire (Holiday Inn)	5	3	4	6	4	7	5	3	4	41

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of approving the Minutes of the September 24, 2018 Regular City Council Meeting.

RECOMMENDATION/MOTION: The reading of minutes be dispensed and approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a horizontal line.

Tim Gleason
City Manager

Attachments:

- September 24, 2018 Regular City Council Meeting Minutes

**SUMMARY MINUTES OF THE MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, SEPTEMBER 24, 2018, 6:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:03 p.m., Monday, September 24, 2018.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Assistant City Manager; Angela Fyans-Jimenez, Deputy Corporation Counsel; Ashley Lara, Legislative Assistant; Amanda Mohan, Records & Licensing Specialist; Katie Simpson, City Planner; Bob Yehl, Water Director; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Brian Mohr, Fire Chief; Melissa Hon, Assistant to the City Manager; Scott Sprouls, Information Services Director; and other City staff were also present.

Recognition/Appointments

- A. Proclamation declaring October 2018 “Community Planning Month”.
- B. Proclamation declaring October 1, 2018 “Illinois Wesleyan Day”.
- C. Proclamation declaring October 7 – 13, 2018 “Fire Prevention Week”.
- D. Recognition of the Parks, Recreation, and Cultural Arts Departments 50th Anniversary.

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Michelle Rothwell	Scott Stimeling	Glen Ludwig
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“Consent Agenda”

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Hauman and seconded by Alderman Schmidt that the Consent Agenda be approved as amended.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Painter, Mwilambwe, Buragas, Hauman, Sage, Black, Bray, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the September 10, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,225,687.45. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$8,225,687.45, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Ratification of the Collective Bargaining Agreement with AFSCME Local 699, who represent workers at the Bloomington Public Library, as requested by the Bloomington Public Library. *(Recommend the Ratification of the Collective Bargaining Agreement with AFSCME Local 699, who represent workers at the Bloomington Public Library, be approved.)*

The following was presented:

Item 7D. Consideration of a Professional Services Contract with Clark Dietz, Inc. for Professional Engineering Services related to Locust Colton CSO Elimination and Water Main Replacement Phase 2, not to exceed the amount of \$136,700, as requested by the Public Works Department and Water Department. *(Recommend the Professional Services Contract with Clark Dietz, Inc. for Professional Engineering Services related to Locust Colton CSO Elimination and Water Main Replacement Phase 2, not to exceed the amount of \$136,700, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7E. Consideration of a Temporary Easement Agreement with Local 197, IBEW Building Corporation, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$4,424, as requested by the Public Works Department. *(Recommend the Temporary Easement Agreement with Local 197, IBEW Building Corporation, in conjunction with the Fox Creek Road Improvement Project in the*

amount of \$4,424 be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)

The following was presented:

Item 7F. Consideration of a Temporary Easement Agreement with Connect Transit, so the company can install bus shelters and benches to temporarily relocate the Downtown Transfer Center during construction on Front Street, as requested by the Public Works Department. *(Recommend the Temporary Easement Agreement with Connect Transit so the company can install bus shelters and benches to temporarily relocate the Downtown Transfer Center during construction on Front Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7G. Consideration of a Roadway Dedication Agreement with American Legion, Louis E Davis Post #56, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$379, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with American Legion, Louis E Davis Post #56, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$379, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of a Roadway Dedication Agreement with Mervin and Wilma Borkholder, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$23,000, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with Mervin and Wilma Borkholder, in conjunction with the Fox Creek Road Improvement project, in the amount of \$23,000, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7I. Consideration of an MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, as requested by the Public Works Department. *(Recommend the MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

RESOLUTION NO. 2018 – 53

A RESOLUTION APPROPRIATING THE FY 2019 MOTOR FUEL TAX (MFT) FUNDS TO BE USED FOR THE PURCHASE OF RIGHT-OF-WAY AND EASEMENTS FOR THE FOX CREEK ROAD PROJECT IN THE AMOUNT OF \$80,000

The following was presented:

Item 7J. Consideration of an Ordinance approving a Dedication of a Utility Easement located at Lot 19 of Medical Hills Subdivision, so the developer can install public fire hydrants, as requested by the Public Works and Water Departments. *(Recommend the Ordinance approving the Dedication of a Utility Easement located at Lot 19 of Medical Hills Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 77

AN ORDINANCE APPROVING THE DEDICATION OF A UTILITY EASEMENT LOCATED AT
LOT 19 OF MEDICAL HILLS SUBDIVISION, BLOOMINGTON ILLINOIS

The following was presented:

Item 7K. Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$25,548.42 to adjust the Illinois Housing Development Authority Single Family Rehabilitation (SFOOR) Fund, as requested by the Community Development Department – Office of Grants Administration. *(Recommend the Ordinance amending the Fiscal Year 2019 Budget in the amount of \$25,548.42 to adjust the Illinois Housing Development Single Family Rehabilitation (SFOOR) Fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 78

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7L. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on October 6, 2018, the request from Don Badgerow and Kelsie Howerton to allow moderate consumption of beer and wine, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on October 6, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 79

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION
26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON OCTOBER 6, 2018
AT DAVIS LODGE AT LAKE BLOOMINGTON

The following was presented:

Item 7M. Consideration of an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for Fat Jacks, Inc. d/b/a Fat Jacks Oktoberfest event

on Saturday, September 29, 2018 from 12:00 p.m. to 8:00 p.m. in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event, as requested by the City Clerk's Office *(Recommend the Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for Fat Jacks, Inc. d/b/a Fat Jacks Oktoberfest event on Saturday, September 29, 2018 from 12:00 p.m. to 8:00 p.m. in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 80

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN THE 500-600 BLOCK OF NORTH MAIN STREET IN DOWNTOWN BLOOMINGTON AND PORTIONS CONTIGUOUS WITH MAIN STREET ASSOCIATED WITH FAT JACKS' OKTOBERFEST EVENT

“Regular Agenda”

The following was presented:

Item 8A. Consideration and action on an Ordinance amending the City Code provisions on Administrative Adjudication, including clarification of the requirement for payment of Court Costs and Minimum Fines, as requested by the Legal and Community Development Departments. *(Recommend the Ordinance amending the City Code Provisions on Administrative Adjudication, including clarification of the requirement for payment of Court Costs and Minimum Fines, be approved and the Mayor and City Clerk authorized to execute the Ordinance.) (Brief Overview by Steve Rasmussen, Assistant City Manager. Presentation by Angela Fyans Jimenez, Deputy Corporation Counsel, and Bob Mahrt, Community Development Director, 5 minutes, City Council discussion, 10 minutes.)*

ORDINANCE NO. 2018 – 81

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS ON ADMINISTRATIVE ADJUDICATION

Motion by Alderman Schmidt and seconded by Alderman Black that the Ordinance amending the City Code Provisions on Administrative Adjudication, including clarification of the requirement for payment of Court Costs and Minimum Fines, be approved and the Mayor and City Clerk authorized to execute the Ordinance.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Painter, Mwilambwe, Buragas, Hauman, Sage, Black, Bray, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of an Ordinance approving an Economic Incentive Agreement to support the retention and expansion of Commercial Packaging in the City of Bloomington, as requested by the Community Development Department – Office of Economic Development. *(Recommend the Ordinance approving the Economic Incentive Agreement by and between the City of Bloomington and Commercial Bag Company, Inc. be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 5 minutes, City Council discussion, 5 minutes.)*

ORDINANCE NO. 2018 – 82

ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND COMMERCIAL BAG COMPANY AND 4-EGGS, LLC (2047 Ireland Grove Road)

Motion by Alderman Hauman and seconded by Alderman Mathy that the Ordinance approving the Economic Incentive Agreement by and between the City of Bloomington and Commercial Bag Company, Inc. be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Aldermen Mathy, Mwilambwe, Buragas, Hauman, Sage, Black, and Bray.

Nays: Alderman Painter and Schmidt.

Motion carried.

City Manager's Discussion

A. Finance Director's Report

Mr. Rathbun provided an overview of the FY 2019, August 2018 Monthly Budget Reports.

Mayor's Discussion

Mayor Renner referenced having attended the Illinois Municipal League Conference at the Hilton Hotel in Chicago.

City Aldermen's Discussion

Alderman Bray indicated that she had attended the conference and that it was a great experience for her. Alderman Mwilambwe stated that he, too, had attended the conference for the day and was equally impressed with the experience of the conference.

Adjournment

Motion by Alderman Black seconded by Alderman Bray adjourning the meeting. Meeting adjourned at 7:06 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: October 8, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$4,807,114.55.

RECOMMENDATION/MOTION: The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$4,807,114.55, and orders drawn on the Treasurer for the various amounts as funds are available.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

FINANCIAL IMPACT: Total disbursements to be approved \$4,807,114.55 (Payroll total \$2,476,552.86, Accounts Payable total \$2,244,567.73, and Electronic Transfers total \$85,993.96).

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a horizontal line.

Tim Gleason
City Manager

Attachment:

- Bills, Payroll, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT					
Council of October 08, 2018					
<u>PAYROLL</u>					
Date	Gross Pay	Employer Contribution	Totals		
9/21/2018	\$ 229,079.95	\$ 79,394.27	\$ 308,474.22		
9/27/2018	\$ 1,439,605.05	\$ 382,474.06	\$ 1,822,079.11		
9/28/2018	\$ 229,550.88	\$ 78,793.19	\$ 308,344.07		
9/21/2018-9/28/2018	\$ 32,712.98	\$ 4,942.48	\$ 37,655.46		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,476,552.86		
<u>ACCOUNTS PAYABLE (WIRES)</u>				<u>PCARDS</u>	
Date	Bank	Total		Date Range	Total
10/8/2018	AP General	\$ 2,168,824.09			
	AP JM Scott				
10/8/2018	AP Comm Devel	\$ 45,983.50		PCARD GRAND TOTAL	
10/8/2018	AP IHDA	\$ 386.11			
10/8/2018	AP Library	\$ 24,975.69			
10/8/2018	AP MFT	\$ 3,508.34			
9/24/2018-10/3/2018	Out of Cycle	\$ 890.00			
9/24/2018-9/25/2018	AP Bank Transfers	\$ 85,993.96			
	AP GRAND TOTAL	\$ 2,330,561.69			
		TOTAL		\$	4,807,114.55
			Respectfully,		
				F. Scott Rathbun	
				Finance Director	



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Community Development Department – Office of Grants Administration

SUBJECT: Consideration of a Supportive Housing Program/Continuum of Care Planning Grant Agreement (Project IL1602L5T121700), in the amount of \$43,217, to the U.S. Department of Housing and Urban Development, as requested by the Community Development Department – Office of Grants Administration.

RECOMMENDATION/MOTION: The Supportive Housing Program/Continuum of Care Planning Grant Agreement (Project IL1602L5T121700), in the amount of \$43,217, to the U.S. Department of Housing and Urban Development (HUD) be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place to Live- Livable, Sustainable City: City having the capacity to cost effectively serve new developments and residents.

STRATEGIC PLAN SIGNIFICANCE: Objective B: City decisions consistent with plans and policies.

BACKGROUND: The Planning Grant is one of the five U.S. Department of Housing and Urban Development's Supportive Housing Program (SHP) Grants the City has been awarded for 2018. The total award for all 2018 Supportive Housing Program Grants is \$336,112. HUD allows each Continuum of Care to apply for a grant to cover planning costs for the Continuum. The Planning Grant will fund a full-time staff person at PATH to coordinate the McLean County Continuum of Care program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: PATH

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of \$43,217 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. Stakeholders can locate Community Development Grant information in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 19-26.

COMMUNITY DEVELOPMENT IMPACT: The City of Bloomington's Comprehensive Plan addresses the need to reduce homelessness through prevention programs in Goal CWB-1 with CWB-1.1b specifically addressing the need make funds available to prevent homelessness. The funds provided through this project assists those experiencing homelessness to secure housing and

other supportive services. The Planning grant also diverts persons at-risk of becoming homeless from entering the homeless system.

Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness.

Goal CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income). 80% of AMI for a household of one is \$50,350 per year. 80% of AMI for a household of four is \$71,900 per year.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Bob Mahrt, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Scope of Work/Agreement - 2018 Planning Grant - IL1602L5T121700



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Tax ID No.: 37-6001563
CoC Program Grant Number: IL1602L5T121700
Effective Date: 9/21/2018
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM (CFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Bloomington (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;

9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Tax ID No.: 37-6001563
CoC Program Grant Number: IL1602L5T121700
Effective Date: 9/21/2018
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$_43217_ for project number __IL1602L5T121700__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 43217
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 0

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins _____ and ends _____. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL1602L5T121700
Effective Date: 9/21/2018
DUNS No.: 060864170

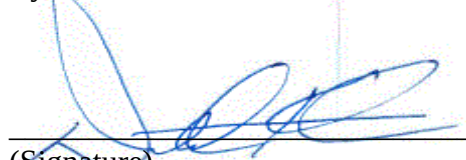
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
IL1602L5T121700			

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

September 21, 2018

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

Tim Gleason, City Manager

(Typed Name and Title of Authorized Official)

(Date)



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Information Services

SUBJECT: Consideration of an Annual Maintenance Agreement with Sentinel Technologies Inc., Springfield, IL, for City-wide Network and VoIP Telephone Infrastructure, in the amount of \$78,425, as requested by the Information Services Department.

RECOMMENDATION/MOTION: The Annual Maintenance Agreement with Sentinel Technologies Inc., Springfield, IL, for Hardware/Software Maintenance, Troubleshooting, Configuration Assistance and Remote Monitoring of Network and VoIP (Voiceover Internet Protocol) Infrastructure, in the amount of \$78,425, for the final year of the existing five year agreement, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost effective, efficient manner.

BACKGROUND: The City's local and wide area network consists of well over one hundred (100) devices spread across roughly forty (40) locations. The City's VoIP infrastructure consists of multiple virtualized servers, located in different geographical locations for redundancy, and approximately 500 telephone devices. Network and VoIP infrastructure is critical to City operations as it supports thousands of end user devices (desktop computers, laptop computers, network printers, mobile devices, telephones, security cameras and access control, HVAC systems, lighting systems, websites, remote connectivity) used 24 hours per day by 7 days a week to carry out operations throughout the City.

During the September 8, 2014 meeting, City Council authorized staff to enter into a Maintenance Agreement for the Network and VoIP infrastructure with Sentinel Technologies. Council approved a one-year contract, along with four optional years to be renewed annually. Staff is requesting Council's approval to enter into the fifth year of this total five-year agreement.

City staff has worked with Sentinel to ensure that types and amounts of maintenance coverage are appropriate for each piece of equipment included. Some equipment has been removed from the agreement while other pieces have been added as a result of typical replacement cycles. This year's agreement price is approximately seven thousand, eight hundred dollars (\$7,852) less than the FY2018 agreement (\$78,425 vs. \$86,277).

The City's network and VoIP infrastructure is composed of equipment from Cisco Systems, Incorporated. This maintenance and support agreement provides supplemental technical staff possessing the in-depth training and knowledge needed to support, troubleshoot and maintain the complex information technology environments in use within the City's computing environment.

Sentinel has performed well during the first four years of the contract and staff believes renewal of the agreement is warranted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The \$78,425.00 has been budgeted in the FY 2019 budget under Information Services-Repair/Maintenance Office and Computer Equipment (10011610-70530). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 160.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Scott A. Sprouls, Information Services Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Agreement



APPENDIX A

Statement of Work – Sentinel High Availability Network Support (HANS™)

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenton Road, Downers Grove, Illinois 60515, and City of Bloomington (Customer) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended to include the following:

Commencement Date	Agreement No. 001	Addendum No. 070-KS
-------------------	-------------------	---------------------

1. Inspection and Repair

Prior to the Commencement Date of Maintenance under this Appendix, the equipment covered hereunder and delineated in Appendix B ("the Equipment"), shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to modify, repudiate or terminate this Appendix if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses or fails to bring the Equipment up to an acceptable condition.

2. Responsibilities of Contractor

The Contractor shall, for the total charges set forth in Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods of Maintenance Service selected by the Customer as designated on Appendix B.

The Maintenance Service includes:

- a. Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified by the Customer that the Equipment is inoperative.
- b. All costs of labor and field installable parts deemed necessary by Contractor to be required for maintaining the Equipment as a result of normal wear and tear. At Customer's request, Contractor will, for additional time and material cost, make required repairs not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.
- d. With regard to end of life products, Contractor shall use its commercially reasonable best efforts to support said products until such time it is determined, in Contractor's sole discretion, that the support of these products is not economically viable. At the time that determination is made, Contractor shall notify Customer, in writing, and Contractor shall then be relieved of any and all obligation or liability relating to said products.

3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.



- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers or agents.

4. Call Recording

The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service. Customer, on behalf of itself and its employees, agents and assigns, consents and authorizes Contractor to implement this procedure.

5. Periods of Maintenance Service Availability

- a. The Annual Maintenance Fee and the Contracted Periods of Maintenance Service available to the Customer are stated in Appendix B. Notwithstanding the terms therein, the activation of the obligations under this Appendix commence no later than the date Contractor purchases any contracts or equipment on Customer's behalf.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Appendix by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

6. Excluded Services

The following services are outside the scope of this Appendix, but can be provided at an additional charge:

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than that for which it was designed; maintenance or repairs necessitated by Acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, accident, transportation, or similar emergency beyond the parties' control; failure to provide suitable environmental conditions; fault or negligence of the Customer, its agents, employees or assigns; improper use or misuse of the Equipment; and causes external to the Equipment, such as, but not limited to, power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Installation, moves, adds, or changes to Equipment/software.
- d. Maintenance or repairs attributable to manufacturer defects, bugs, viruses, or other similar defects.



7. Service Level Agreement ("SLA") for Sentinel HANS™

SLAs are noted below, in accordance with the following general Severity Level definitions and the provisions of Section 8 below:

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- c. **Severity 3:** Non critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

Note: Due to the time required for set up to support HANS™ agreements, adherence to SLAs will become effective no sooner than 30 days after Customer signature.

Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1	15 Minutes	99.5%	1 Hour	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%

8. SLA Options

There are three SLA options for Sentinel HANS™. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS™ Silver – provides all the services detailed under Item 8a. below. This service does not allow the Customer the ability to call the Manufacturer TAC directly for support or receive software updates to a device.

HANS™ Gold – provides all the services detailed under Item 8a. and 8b. below. Contractor is authorized to deliver Manufacturer Support and as such, Contractor has the ability to escalate to Manufacturer TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

HANS™ Platinum - provides all the services detailed under Item 8a. below with all Equipment backed by a Manufacturer support agreement which provides Customer and Contractor access to Manufacturer's support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

- a. The following details the level of support provided under all HANS™ service agreements:
 - All calls for service are to be placed with, monitored and escalated by Contractor.
 - Contractor will reload/configure system components with Customer-supplied back up as required to ensure complete functionality and restoration.
 - For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
 - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer's agent in attempting to resolve issues with other vendors/suppliers.
 - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
 - Contractor will supply loaner equipment on a best efforts basis in emergency situations for non-core network equipment.
 - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
 - Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in Appendix B.



b. The following details the additional level of support provided under all HANS™ Gold service agreements:

- Cisco Specific Items
 - Contractor will provide the software for the Smart Collector upon Customer's request. The Smart Collector will only provide the functionality outlined below and without the Smart Collector, these functions will not be possible. Specification of the hardware requirements will be given to Customer during the kick-off phase, the Customer will be responsible for provisioning the OVA provided by Sentinel. Customer is also responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible for re-configuring the community string if it is not configured correctly on the devices.
 - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
 - Device Diagnostics alerting and providing access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
- NetApp/EMC Specific Items
 - Sentinel will setup the Manufacturer Phone Home capability to notify both the Manufacturer and Sentinel at the time of failure so that a ticket will automatically be generated in the Sentinel system for immediate response.
- General Items
 - Contractor provides TAC support and escalation of cases to Manufacturer TAC on behalf of the Customer. In addition, in certain circumstances Customer may participate in Contractor's call with Manufacturer TAC.
 - Contractor will provide Contract and Inventory Management on the Customer infrastructure.

With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.

CUSTOMER:
City of Bloomington

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX B

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington (Customer) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended to include the following:

Commencement Date

Agreement No. 001

Addendum No. 070-KS

PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

CITY OF BLOOMINGTON										
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes
BLOOMINGTON	IL	109 EOLIVEST	STI HANS™ GOLD ON-SITE 24X7X4							
		CISCO	WS-C6509-E	SMG0939NF0U	9/15/2018	9/14/2019	1	\$9,580.00	\$ 9,580.00	
BLOOMINGTON	IL	109 EOLIVEST	STI HANS™ SILVER ON-SITE 24X7X4							
		CISCO	ASA5540-AP20-K9	JMX0936K0G3	9/15/2018	12/31/2018	1	\$1,607.00	\$ 1,607.00	Note: Cisco will no longer support
		CISCO	ASA5540-AP20-K9	JMX1217L129	9/15/2018	12/31/2018	1	\$1,607.00	\$ 1,607.00	Note: Cisco will no longer support
BLOOMINGTON	IL	109 EOLIVEST	STI HANS™ GOLD ON-SITE 8X5XNBD							
		CISCO	WS-C3560V2-24PS-S	FDO1513X1K5	9/15/2018	9/14/2019	1	\$ 245.00	\$ 245.00	
		CISCO	WS-C3560V2-24PS-S	FDO1513X1M	9/15/2018	9/14/2019	1	\$ 245.00	\$ 245.00	
		CISCO	WS-C3560V2-48PS-S	FDO1512X09F	9/15/2018	9/14/2019	1	\$ 419.00	\$ 419.00	
		CISCO	WS-C3560V2-48PS-S	FDO1512X0BV	9/15/2018	9/14/2019	1	\$ 419.00	\$ 419.00	
		CISCO	WS-C3650-48TD-S	FDO1901EDUU	9/15/2018	9/14/2019	1	\$ 514.00	\$ 514.00	
		CISCO	WS-C3650-48TD-S	FDO1901E1GL	9/15/2018	9/14/2019	1	\$ 514.00	\$ 514.00	
BLOOMINGTON	IL	109 EOLIVEST	STI HANS™ GOLD 8X5X4 PARTS & REMOTE SUPPORT							
		CISCO	WS-C3850-48T-S	FCW2050F0HU	9/15/2018	9/14/2019	1	\$ 729.00	\$ 729.00	
		CISCO	WS-C3850-48T-S	FOC2050U0QQ	9/15/2018	9/14/2019	1	\$ 729.00	\$ 729.00	
BLOOMINGTON	IL	109 EOLIVEST	STI HANS™ GOLD ON-SITE 24X7X4							
		CISCO	WS-C3850-12S-S	FCW2110F083	9/15/2018	9/14/2019	1	\$ 644.00	\$ 644.00	
		CISCO	WS-C3850-12S-S	FOC2106X0F1	9/15/2018	9/14/2019	1	\$ 644.00	\$ 644.00	
		CISCO	WS-C3850-12X48U-S	FCW2103D19J	9/15/2018	9/14/2019	1	\$1,337.00	\$ 1,337.00	
		CISCO	WS-C3850-12X48U-S	FOC2106X0QL	9/15/2018	9/14/2019	1	\$1,337.00	\$ 1,337.00	
BLOOMINGTON	IL	109 EOLIVEST	STI HANS™ GOLD PARTS ONLY 8X5XNBD & REMOTE SUPPORT							
		CISCO	AIR-CT5508-100-K9	FCW1843L0CC	9/15/2018	9/14/2019	1	\$3,889.00	\$ 3,889.00	
		CISCO	AIR-CT5508-HA-K9	FCW1843L0EA	9/15/2018	9/14/2019	1	\$1,069.00	\$ 1,069.00	
		CISCO	BESM-M4-K9=	FCH2109V1FE	9/15/2018	9/14/2019	1	\$ 215.00	\$ 215.00	
		CISCO	C819G-4G-NA-K9	FJC2104L1MH	9/15/2018	9/14/2019	1	\$ 94.00	\$ 94.00	
		CISCO	CISCO1921-SEC/K9	FJC2118L2A7	9/15/2018	9/14/2019	1	\$ 50.00	\$ 50.00	
		CISCO	CTI-CMS-1000-K9	FCH2109V1B3	9/15/2018	9/14/2019	1	\$ 226.00	\$ 226.00	
		CISCO	CTS-CAM-P60	FTT211300B9	9/15/2018	9/14/2019	1	\$ 450.00	\$ 450.00	



CITY OF BLOOMINGTON

City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes
		CISCO	CTS-CAM-P60	FTT211300UM	9/15/2018	9/14/2019	1	\$ 450.00	\$ 450.00	
		CISCO	CTS-CTRL-DVX-10	FOC2112NET2	9/15/2018	9/14/2019	1	\$ 177.00	\$ 177.00	
		CISCO	CTS-MIC-CLNG2	FTT2115024G	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-MIC-CLNG2	FTT211700II	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-MIC-CLNG2	FTT211700U	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-MIC-CLNG2	FTT211700IN	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-MIC-CLNG2	FTT211700IR	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-MIC-CLNG2	FTT211700IS	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-MIC-CLNG2	FTT211700IT	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-MIC-CLNG2	FTT211700W3	9/15/2018	9/14/2019	0	\$ 101.00	\$ -	Note: not renewing
		CISCO	CTS-QSC20-MIC	GET190200KN	9/15/2018	9/14/2019	1	\$ 24.00	\$ 24.00	
		CISCO	CTS-QSC20-MIC	GET190201QT	9/15/2018	9/14/2019	1	\$ 24.00	\$ 24.00	
		CISCO	CTS-SX10-K9	FTT1911028G	9/15/2018	9/14/2019	1	\$ 240.00	\$ 240.00	
		CISCO	CTS-SX10-K9	FTT1911028V	9/15/2018	9/14/2019	1	\$ 240.00	\$ 240.00	
		CISCO	CTS-SX10N-K9	FTT2118X058	9/15/2018	9/14/2019	1	\$ 240.00	\$ 240.00	
		CISCO	CTS-SX80-IPST60-K9	FTT2116X06O	9/15/2018	9/14/2019	1	\$2,054.00	\$ 2,054.00	
		CISCO	CTS-SX80-IPST60-K9	FTT2116X06W	9/15/2018	9/14/2019	1	\$2,054.00	\$ 2,054.00	
		CISCO	WS-C3850-48U-L	FCW2118C14E	9/15/2018	9/14/2019	1	\$ 499.00	\$ 499.00	
		CISCO	WS-C3850-48U-L	FOC2118U0NN	9/15/2018	9/14/2019	1	\$ 499.00	\$ 499.00	
		CISCO	WS-C3850-48U-L	FOC2118U0SB	9/15/2018	9/14/2019	1	\$ 499.00	\$ 499.00	
		CISCO	WS-C3850-48U-L	FOC2118X1B8	9/15/2018	9/14/2019	1	\$ 499.00	\$ 499.00	
		CISCO	C9300-48T-E	FCW2220G0Q	6/10/2019	9/14/2019	1	\$ 91.00	\$ 91.00	
		CISCO	C9500-48X-E	FCW2219A181	6/10/2019	9/14/2019	1	\$ 91.00	\$ 91.00	
BLOOMINGTON	IL	109 E OLIVEST								
			STI HANS™ GOLD SOFTWARE							
		CISCO	CCX-10-N-E-LIC	1844751408	9/15/2018	9/14/2019	51	\$ 136.00	\$ 6,936.00	
		CISCO	ER10-USR-1	1844751409	9/15/2018	9/14/2019	500	\$ 2.00	\$ 1,000.00	
		CISCO	LIC-CUCM-10X-ENH-A	1844751047	9/15/2018	9/14/2019	500	\$ 23.00	\$ 11,500.00	
		CISCO	LIC-EXP-RMS	5113632999	9/15/2018	9/14/2019	3	\$ 163.00	\$ 489.00	
		CISCO	LIC-TP-10X-ROOM	5113632968	9/15/2018	9/14/2019	3	\$ 54.00	\$ 162.00	
		CISCO	L-LIC-CT5508-50A	5113039235	9/15/2018	9/14/2019	1	\$1,900.00	\$ 1,900.00	
		CISCO	L-P2X-LF-50	1742611046	9/15/2018	9/14/2019	1	\$ 721.00	\$ 721.00	
		CISCO	R-ISE-VM-M-K9=	5090962142	9/15/2018	9/14/2019	1	\$ 815.00	\$ 815.00	
		CISCO	UNITYCN10-STD-USR	1844751410	9/15/2018	9/14/2019	450	\$ 11.00	\$ 4,950.00	
		CISCO	UWL-10X-MTG	5113649849	9/15/2018	9/14/2019	25	\$ 66.00	\$ 1,650.00	
		CISCO	VMW-VSP-STD-1A=	5113614776	9/15/2018	9/14/2019	1	\$ 258.00	\$ 258.00	
		CISCO	VMW-VSP-STD-1A=	5113614777	9/15/2018	9/14/2019	1	\$ 258.00	\$ 258.00	
		CISCO	VMW-VS5-ST-1A=	1742611044	9/18/2018	9/14/2019	2	\$ 255.00	\$ 510.00	
BLOOMINGTON	IL	109 E OLIVEST								
			STI HANS™ SILVER ON-SITE 24X7X4							
		CISCO	CISCO1811/K9	FTX1017W2EK	9/15/2018	9/14/2019	0	\$ -	\$ -	Note: not renewing
		CISCO	CISCO1841	FTX1143W0YX	9/15/2018	9/14/2019	1	\$ 197.00	\$ 197.00	
		CISCO	CISCO1841	FTX1219W0DJ	9/15/2018	9/14/2019	1	\$ 197.00	\$ 197.00	
		CISCO	CISCO2821-SEC/K9	FTX0949C144	9/15/2018	9/14/2019	0	\$ -	\$ -	Note: not renewing
		CISCO	CISCO2821-SEC/K9	FTX0949C146	9/15/2018	9/14/2019	0	\$ -	\$ -	Note: not renewing
		CISCO	CISCO2821-SEC/K9	FTX0949C147	9/15/2018	9/14/2019	1	\$ 855.00	\$ 855.00	
		CISCO	CISCO3825 SEC/K9	FTX0949A00F	9/15/2018	9/14/2019	1	\$1,697.00	\$ 1,697.00	
BLOOMINGTON	IL	109 E OLIVEST								
			STI HANS™ SILVER ON-SITE 8X5XNBD							
		CISCO	CISCO2801	FHK1146F2BD	9/15/2018	9/14/2019	1	\$ 311.00	\$ 311.00	
		CISCO	CISCO2801-SRST/K9	FTX1002W344	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note: not renewing
		CISCO	CISCO2801-SRST/K9	FTX1002W345	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note: not renewing
		CISCO	CISCO2801-SRST/K9	FTX1002W346	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note: not renewing
		CISCO	CISCO2801-SRST/K9	FTX1002W347	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note: not renewing
		CISCO	CISCO2801-SRST/K9	FTX1002W348	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note: not renewing
		CISCO	CISCO2801-SRST/K9	FTX1002W349	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note: not renewing



CITY OF BLOOMINGTON

City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price		Special Notes
		CISCO	CISCO2801-SRST/K9	FTX1002W34B	9/15/2018	9/14/2019	1	\$ 385.00	\$ 385.00		
		CISCO	CISCO2801-SRST/K9	FTX1002W34C	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note:	not renew ing
		CISCO	CISCO2801-SRST/K9	FTX1002W34D	9/15/2018	9/14/2019	0	\$ 385.00	\$ -	Note:	not renew ing
		CISCO	CISCO2851	FHX0910F1ZL	9/15/2018	9/14/2019	1	\$ 748.00	\$ 748.00		
		CISCO	CISCO2851	FHX0915F00P	9/15/2018	9/14/2019	1	\$ 748.00	\$ 748.00		
		CISCO	CISCO2851-SRST/K9	FTX1001C4L2	9/15/2018	9/14/2019	1	\$ 892.00	\$ 892.00		
		CISCO	CISCO2851-SRST/K9	FTX1001C4L3	9/15/2018	9/14/2019	1	\$ 892.00	\$ 892.00		
		CISCO	CISCO2851-SRST/K9	FTX1002C06L	9/15/2018	9/14/2019	1	\$ 892.00	\$ 892.00		
		CISCO	CISCO3825-SRST/K9	FTX1002C0X6	9/15/2018	9/14/2019	1	\$ 892.00	\$ 892.00		
		CISCO	WS-C3560-24PS-S	CAT0849N1MF	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0946R4AK	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0946R4AN	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0947R5NE	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0950R2TE	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0951R3GU	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0951R3Z7	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0951R3ZU	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0951R3ZY	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0951R402	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0951R408	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT0951R40B	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT1010R0ZA	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT1011R1B1	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT1013R0G6	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT1029ZGH	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	CAT1107NG8U	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	FDO1146Y33N	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	FDO1146Z73C	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	FDO1237X3LG	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-24PS-S	FDO1327X03X	9/15/2018	9/14/2019	0	\$ 157.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-E	CAT0850R0MY	9/15/2018	9/14/2019	0	\$ 179.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0826N1NG	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0826Y1XM	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0946N1ZE	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0946R1B5	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0946R1SR	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0946R1T7	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0946R1T8	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	CAT0946R1TE	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	FDO1234X2EZ	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560-48PS-S	FDO1245Y32K	9/15/2018	9/14/2019	0	\$ 269.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560G-24PS-S	FOC1403Y467	9/15/2018	9/14/2019	0	\$ 270.00	\$ -	Note:	not renew ing
		CISCO	WS-C3560G-24TS-S	FOC1110Y5RK	9/15/2018	9/14/2019	0	\$ 231.00	\$ -	Note:	not renew ing
		CISCO	WS-C3750-48PS-S	CAT0939R44M	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT0947R1HX	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT0947R1TV	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT0947R1TZ	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT0947R1V1	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT0947R1VL	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT0947R1VY	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT0947R1W1	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750-48PS-S	CAT1115ZHPM	9/15/2018	9/14/2019	1	\$ 351.00	\$ 351.00		
		CISCO	WS-C3750G-24TS-S	CAT0815Y0B8	9/15/2018	9/14/2019	1	\$ 230.00	\$ 230.00		
		CISCO	WS-C3750G-24TS-S	CAT0823X2K6	9/15/2018	9/14/2019	1	\$ 230.00	\$ 230.00		
		CISCO	WS-C3750G-48PS-S	FOC0944Y1A6	9/15/2018	9/14/2019	1	\$ 707.00	\$ 707.00		
		CISCO	WS-C3750G-48TS-S	FOC1508Z0RV	9/15/2018	9/14/2019	0	\$ 637.00	\$ -	Note:	not renew ing



CITY OF BLOOMINGTON										
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes
BLOOMINGTON	IL	109 E OLIVE ST								
			STI HANS™ PLATINUM LICENSE/SUBSCRIPTION							
		CISCO	C9300-DNA-E-48	5237714136	8/8/2023		1	\$ -	\$ -	Note: covered thru 8/7/23
		CISCO	C9500-DNA-40X-E	5237621192	8/8/2023		1	\$ -	\$ -	Note: covered thru 8/7/23
								TOTAL \$78,425.00		
								plus applicable sales tax		

Pricing good thru 10/7/18

Terms: Net 30 days.

This quote is valid until 10/7/2018

CUSTOMER:
City of Bloomington

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration of (1) an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$39,947, and (2) the Purchase of Jellyvision (via the ALEX tool)), as a limited source, to provide services to better educate employees regarding their 2019 Benefit Plans, due to a critical need for expertise in this area, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: (1) the Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$39,947, be approved, and the Mayor and City Clerk be authorized to execute the Ordinance; and (2) the Purchase of the Jellyvision Product/Service (via the ALEX tool), as a limited source, to provide services to better educate employees regarding their 2019 Benefit be approved, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Human Resources recommends the purchase and agreement for services provided by Jellyvision to ensure that City employees best understand benefit plan options available to them as of 1/1/19 forward - especially for those eligible for the new PPO with Health Savings Account (HSA) option. The PPO with HSA benefit is unique, in that employee-specific factors need to be considered in determining if the benefit is favorable for each employee to enroll in. The ALEX benefits decision support tool is unique to the market, in that it combines benefits expertise, enrollment recommendations and employee education in one easy-to-use tool, all while being able to customize the user experience by employee. This is key for clients with numerous employee groups with varied benefits eligibility, similar to the City of Bloomington. This approach not only enhances the employee experience and employee early adoption of benefits-related changes that are implemented, but reduces overall long-term costs for employers.

The City is making large-scale benefits changes for 2019, to both help modernize our benefits offering and keep costs in line with the marketplace. Although widespread, changes vary and are unique to each employee group across the City. In addition to Open Enrollment meetings and email communications, a need exists to better and more efficiently educate employees on the benefits available to them - all while creating customized benefits enrollment recommendations that can be provided to each employee. Engaging Jellyvision's services not only allows this to happen - at Open Enrollment but also throughout 2019 - but will save City staff time answering basic benefits-related questions by both employees and job candidates for employment, as the ALEX tool can be accessed via any device (computer/tablet/phone) throughout the year.

Since Jellyvision is a preferred vendor of Gallagher's via the City's existing business agreement, annual fees have been reduced 10% to \$39,947. This represents a critical need for the City, and one that only Jellyvision can currently provide.

Funds to be used are available in the Employee Health and Benefit fund, which exists for the overall administration of the City's employee insurance programs. While it may be difficult to quantify, this system will provide long-term cost efficiencies, as early employee adoption of changes made will more readily occur as a result of implementation of the ALEX tool. The program is a critical part of our communication strategy of new benefit offerings for 1/1/2019, and will assist each employee to determine the best benefits fit for them individually.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a budget amendment in the amount of \$39,947 will be processed to the Employee Health Insurance Fund, Other Professional & Technical Services account (60200290-70220). Stakeholders can locate information related to this fund in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 199.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Josh Hansen, Compensation & Benefits Manager

Reviewed By: Nicole Albertson, Human Resources Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Limited Source Justification
- Ordinance
- Exhibit

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Arthur J. Gallagher 2800

Amount:\$39,947

Date: 9/24/18

Description of item/service: City of Bloomington — Jellyvision (ALEX) Benefits Enrollment/Education Tool Implementation

Justification- Explain why this vendor is the only vendor that can perform this work:

While other companies can provide employee benefits cost estimation & education tools, none can compete with Jellyvision's ALEX tool. Jellyvision's unique approach combines benefits recommendation & education abilities in one easy-to-use platform that is readily understood by its users. This is especially critical as of 1/1/19 forward - especially for employees eligible for the new PPO with Health Savings Account (HSA) option. The PPO with HSA benefit is unique, in that employee-specific factors need to be considered in determining if the benefit is favorable for each employee to enroll in. The ALEX tool not only provides a customized user experience for clients with numerous employee groups with varied benefits eligibility, also can be used year-around for newly hired employees, to better familiarize them with the City of Bloomington's benefit offering.

Since Jellyvision is a preferred vendor of Gallagher's via our existing business agreement, annual fees have been reduced 10% to \$39,947. This represents a critical need for the City, and one that only Jellyvision can currently provide.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Nicole Albertson
(Name and Signature of Department Head)

9/24/18
Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur ☐ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Name and Signature of Purchasing Agent or Designee

Date

ORDINANCE NO. 2018 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$39,947, to approve the Purchase of Jellyvision (via the ALEX tool) to provide services to better educate employees regarding their 2019 Benefit Plans, due to a critical need for expertise in this area, as requested by the Human Resources Department.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 8th day of October 2018.

APPROVED this ____ day of October 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
60200290-40000	Employee Health Insurance-Misc.	Use of Fund Balance	\$ (39,947.00)	
		Other Professional & Technical		
60200290-70220	Employee Health Insurance-Misc.	Services	\$ 39,947.00	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Public Works, Water

SUBJECT: Consideration of an Ordinance approving the Dedication of a Water Main Easement located at Lot 2 of Empire Business Park 1st Addition and the Easement Agreement between Advocate Health and Hospital Corporation d/b/a Advocate BroMenn Medical Center and the City of Bloomington, so the developer can install a Public Water Main for Empire Business Park 9th Addition, as requested by the Public Works and Water Departments.

RECOMMENDATION/MOTION: The Ordinance approving the Dedication of a Water Main Easement located at Lot 2 of Empire Business Park 1st Addition and the Easement Agreement between Advocate Health And Hospital Corporation d/b/a Advocate BroMenn Medical Center and the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: The Public Works and Water Departments are recommending an ordinance that will provide for the Dedication of an exclusive Water Main Easement within the Empire Business Park Subdivision. The Water Main Easement Dedication Plats are a result of a petition from Advocate BroMenn. Also included with the Petition is an Easement Agreement addressing the terms of the Easement. City legal staff reviewed the Easement Agreement and approved it. The Dedication will allow the developer of Empire Business Park 9th Addition to connect to the existing Water Main Loop on Advocate BroMenn Property. The exclusive Water Main Easement Dedication complies with City Engineering Standards (Manual of Practice and Chapter 24 of City Code), and City staff has no objections to the plan.



FINANCIAL IMPACT: There will be no financial impact to the City to approve this exclusive Water Main Easement Agreement. Advocate Health and Hospital Corporation paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT:

The Economic Development, Public Safety, and Utilities chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to approving this utility easement dedication:

ED-1 Ensure a broad range of employment opportunities for all residents

ED-1.1 Focus on retention and expansion of existing businesses; ED-4 Enhance the image of Bloomington as a business friendly community

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City

PS-2 Plan and provide for fire and emergency facilities adequate to protect health, life, safety, livelihood and property for current and future citizenry and businesses in the City

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment

UEW-1.2 Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Anthony Meizelis PE, Civil Engineer I

Reviewed By: Robert Yehl, PE, Water Director
Jim Karch, PE CFM, Director of Public Works

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance and Exhibit A
- Easement Agreement
- Water main Easement Plat Exhibit B
- Petition
- Map

ORDINANCE NO. 2018 - ____

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION OF A WATER MAIN EASEMENT LOCATED AT LOT 2 OF EMPIRE BUSINESS PARK FIRST ADDITION AND APPROVING THE EASEMENT AGREEMENT BETWEEN ADVOCATE HEALTH AND HOSPITAL CORPORATION, D/B/A ADVOCATE BROMENN MEDICAL CENTER AND THE CITY OF BLOOMINGTON.

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting the dedication of a 15 foot wide Exclusive Water Main Easement and an Easement Agreement between ADVOCATE HEALTH AND HOSPITAL CORPORATION, d/b/a Advocate BroMenn Medical Center, and the City of Bloomington; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance, grant said dedication and enter into said Agreement; and

WHEREAS, it is reasonable and proper to dedicate said easement as requested in this case.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That the easement as shown on the Water Main Easement Plat dated September 18, 2018, attached hereto and labeled Exhibit B, is hereby dedicated and accepted.

SECTION 3. That the Easement Agreement between Advocate BroMenn and the City pertaining to said easement is hereby approved.

SECTION 4. This ordinance shall be effective upon its passage and approval.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 8th day of October 2018.

APPROVED this ____ day of October 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

EXHIBIT "A"
Legal Description of Property

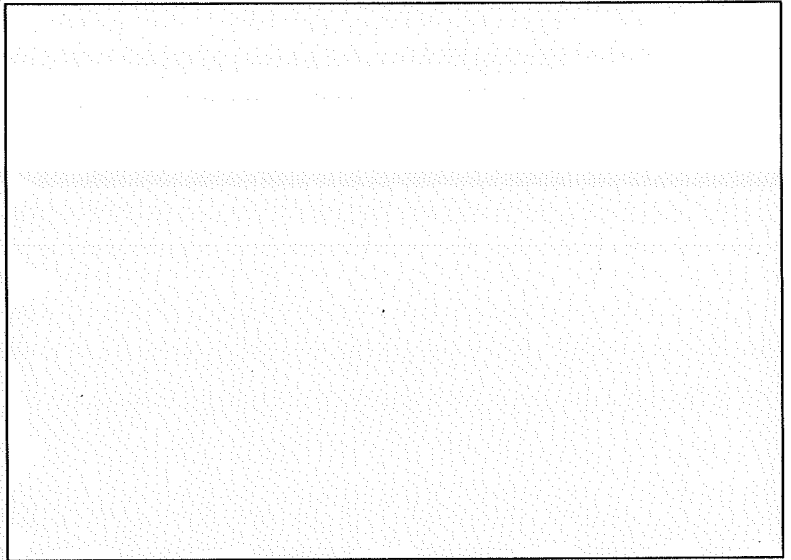
LOT 2 IN EMPIRE BUSINESS PARK FIRST ADDITION, BEING A PART OF THE SOUTH WEST ¼ OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2009-3806, IN MCLEAN COUNTY, ILLINOIS

P.I.N.: 15-31-351-003

Commonly known as: 3024 E. Empire, Bloomington, Illinois

This instrument was prepared by
and after recording should be
returned to:

Advocate Health Care
3075 Highland Parkway
Suite 600
Downers Grove, Illinois 60515
Attn: Senior Vice President & Associate
General Counsel



EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** is made and entered into as of this ____ day of _____, 2018, (“Effective Date”) by and between **ADVOCATE HEALTH AND HOSPITALS CORPORATION, d/b/a Advocate BroMenn Medical Center**, an Illinois not-for-profit corporation (“Grantor”) and **CITY OF BLOOMINGTON** (“Grantee”).

Recitals

A. Grantor is the owner of record of 3024 E. Empire Street, Bloomington, Illinois in McLean County, Illinois and which is legally described on Exhibit “A” attached hereto (the “Property”).

B. The Property is improved with Advocate BroMenn Outpatient Center.

C. Grantor desires to grant Grantee an exclusive perpetual watermain easement over a portion of the Property for the operation and maintenance of the watermain on the Property.

Easement Agreement

- 1. Grant of Easement.** Grantor hereby grants Grantee, and its successors and assigns, a perpetual exclusive watermain easement on, over and across the Property to operate and maintain the watermain as shown on Exhibit “B”.
- 2. Use of Easement.** Grantor will not obstruct or interfere with Grantee’s use and benefit of the easement. Grantor may not place, build, construct, plant, or erect any structure, signs,

or trees on the easement area without the express written consent of the Grantee. Notwithstanding the above, Grantor may use the surface area of the easement area identified in Exhibit B for parking, minor landscaping, and traffic flow. Existing signs, lighting, and trees may remain at their current locations until such time that they need to be repaired or replaced, or it has been determined that these existing installations are causing damage to the public watermain. At that time, any reinstallations will be designed or relocated to remove the impact to the watermain. Grantor expressly acknowledges and agrees that Grantee may, in its operating, maintaining or repairing the watermain, cause damage to parking improvements installed by Grantor on such easement area. Grantee shall not be responsible for repair of any damage it causes to the easement area or the Property and shall not be responsible for any cost related to such repair to the easement area or Property, which shall be solely the responsibility of Grantor.

- 3. Term of the Easement.** The Easement is permanent unless termination is mutually agreed upon in writing by the parties.
- 4. Indemnity and Insurance.** Grantee shall indemnify and hold Grantor harmless from and against any and all liability, loss, damage, costs and expenses (including reasonable attorney's fees) for injury to person or death or property damage arising out of, or resulting from, the negligent or willful act of Grantee or Grantee employees, agents, contractors, subcontractors, suppliers, or materialmen engaged in repair or maintenance of the watermain that uses the Easement pursuant to this agreement. Grantee shall carry at all times during the term of the Easement commercial general public liability insurance in an amount not less than \$1,000,000.00 combined single limit per occurrence, with Grantor named as additional insured. Grantee shall furnish or shall cause to be furnished to Grantor evidence of such insurance prior to commencement of use of the Easement and at such other times as requested in writing by Grantor. This indemnification, hold harmless, and insurance provision shall not be construed to contradict or modify the obligations of the Grantor as set forth in Paragraph 2, above.
- 5. Covenants Running with the Land.** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ADVOCATE HEALTH AND HOSPITAL
CORPORATION, d/b/a Advocate BroMenn
Medical Center, an Illinois not-for-profit
corporation

By: Colleen Kannaday
Name: Colleen Kannaday

Its: President Advocate BroMenn Medical Center

CITY OF BLOOMINGTON

By: _____

Name: _____

Its:

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN)

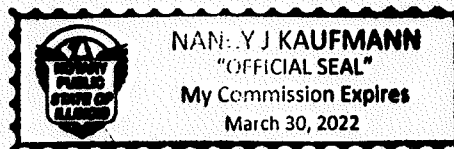
SS

I, the undersigned, being a Notary Public for the State and County aforesaid, do hereby certify that Colleen Kannaday, the President of Advocate BroMenn Medical Center, an Illinois not-for-profit corporation, personally known to me to be the same person who affixed their signature to the foregoing instrument, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, and as the free and voluntary act of the aforesaid corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set hereunto by hand in seal this 4th day of September, 2018.

Nancy J Kaufmann
Notary Public

My commission expires: 3-30-22



STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, being a Notary Public for the State and County aforesaid, do hereby certify that _____, the _____ of City of Bloomington, personally known to me to be the same person who affixed their signature to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the aforesaid company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set hereunto by hand in seal this _____ day of _____, 2018.

Notary Public

My commission expires: _____

EXHIBIT "A"

Legal Description of Property

LOT 2 IN EMPIRE BUSINESS PARK FIRST ADDITION, BEING A PART OF THE SOUTH WEST ¼ OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2009-3806, IN MCLEAN COUNTY, ILLINOIS

P.I.N.: 15-31-351-003

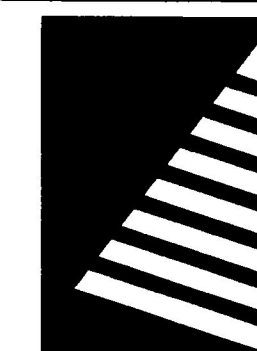
Commonly known as: 3024 E. Empire, Bloomington, Illinois

EXHIBIT "B"

Easement Depiction

WATERMAIN EASEMENT

PART OF SW 1/4 SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Farnsworth
GROUP

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

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:

Water Main Tract No. 1.

A 15 foot wide strip of land being 7.50 feet on each side of the following described centerline:

A Part of Lot 2 in Empire Business Park First Addition according to the plat thereof recorded December 21, 2009 as Document No. 2009-38806 in the McLean County Recorder's Office in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the Southwest Corner of said Lot 2, thence east 3.50 feet along the North Right-of-Way Line of F.A.P. Route 693 (IL Route 9) per plans recorded as Document No. 95-6258 in said Recorder's Office; thence east 34.40 feet along said North Right-of-Way Line which forms an angle to the right of 176°-11'-11" with the last described course to the Point of Beginning. From said Point of Beginning, thence north 171.75 feet along a line which forms an angle to the right of 91°-11'-55" with last described course; thence northeast 12.42 feet along a line which forms an angle to the right of 227°-07'-23" with the last described course; thence north 270.17 feet along a line which forms an angle to the right of 134°-12'-43" with the last described course; thence northeast 211.80 feet along a line which forms an angle to the right of 234°-00'-33" with last described course; thence northeast 190.23 feet along a line which forms an angle to the right of 176°-30'-31" with last described course; thence northeast 73.07 feet along a line which forms an angle to the right of 199°-38'-02" with last described course; thence northeast 51.18 feet along a line which forms an angle to the right of 186°-24'-45" with last described course to the East Line of said Lot 2 lying 69.63 (chord distance) southeast of the Northeast Corner of said Lot 2.

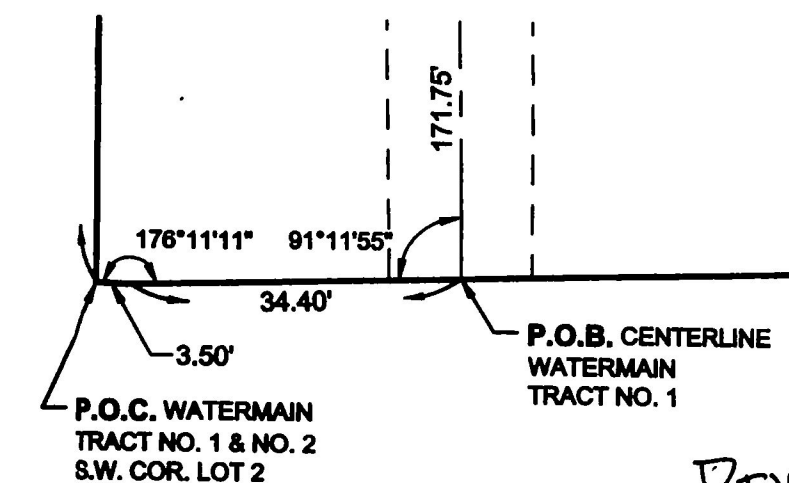
Water Main Tract No. 2.

A 15 foot wide strip of land being 7.50 feet on each side of the following described centerline:

A Part of Lot 2 in Empire Business Park First Addition according to the plat thereof recorded December 21, 2009 as Document No. 2009-38806 in the McLean County Recorder's Office in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the Southwest Corner of said Lot 2, thence east 3.50 feet along the North Right-of-Way Line of F.A.P. Route 693 (IL Route 9) per plans recorded as Document No. 95-6258 in said Recorder's Office; thence east 34.40 feet along said North Right-of-Way Line which forms an angle to the right of 176°-11'-11" with the last described course; thence north 171.75 feet along a line which forms an angle to the right of 91°-11'-55" with last described course; thence northeast 12.42 feet along a line which forms an angle to the right of 227°-07'-23" with the last described course; thence north 270.17 feet along a line which forms an angle to the right of 134°-12'-43" with the last described course; thence northeast 211.80 feet along a line which forms an angle to the right of 234°-00'-33" with last described course to the Point of Beginning. From said Point of Beginning, thence northwest 34.04 feet along a line which forms an angle to the right of 87°-29'-47" with last described course to the Point of Terminus.

Water Main Tract No. 3

A part of Lot 2 in Empire Business Park First Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 21, 2009 as Document No. 2009-38806 in the McLean County Recorder's Office, being a strip of land 15 feet in width lying 7.5 feet on each side of the following described centerline: Commencing at the Northeast Corner of Lot 6 in Empire Business Park Ninth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded July 3, 2018 as Document No. 2018-10643 in said Recorder's Office, thence south 75.69 feet along the East Line of said Lot 6 to the Point of Beginning. From said Point of Beginning, thence east 50.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Terminus.



DETAIL "A"
NOT TO SCALE

REVIEWED:

9.24.18

TIM BASSETT

VP, SUPPORT & ANCILLARY

ADVOCATE BIZOMENI

MEDICAL CENTER

PARCEL ID NO. 15-31-351-003
S.W. 1/4 SEC. 31, T.24N., R.3E. 3P.M.

CITY OF BLOOMINGTON

Date: 9-18-18

Design/Drawn: DJM

Reviewed: 9/24/18

Field Book No.: 3208/23

Project No.: 0171384.00

SHEET TITLE:

**WATERMAIN
EASEMENT**

SHEET NUMBER:

1

File No.: 24-9240

I:\mduffy\J\2018\08131-00 - Empire Business Park 2018\Survey\07_Drawing\08131-00 - Watermain Easement.dwg [9/18/2018 2:58 PM]

PETITION FOR DEDICATION OF EASEMENTS

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES **_ADVOCATE HEALTH AND HOSPITAL CORPORATION, d/b/a Advocate BroMenn Medical Center**, an Illinois not-for-profit corporation_, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the property (the "Property") commonly located at **_3024 E. Empire St., Bloomington IL 61704_** and legally described in Exhibit **_A_**, attached hereto and made a part hereof by this reference; and,
2. That your Petitioner seeks approval and ratification of the Easement Agreement between the Petitioner ("grantor") and the City of Bloomington ("grantee"), attached hereto and made a part hereof by this reference; and,
3. That your Petitioner seeks approval and ratification of the dedication of **_an exclusive perpetual watermain easement over a portion of the Property_**, as described and depicted on Exhibit **_B_**, attached hereto and made a part hereof by this reference.

WHEREFORE, your Petitioner prays that the _____ be dedicated, and the above referenced documents be ratified.

Respectfully submitted,

By: Colleen LK

Name: Colleen Kannaday

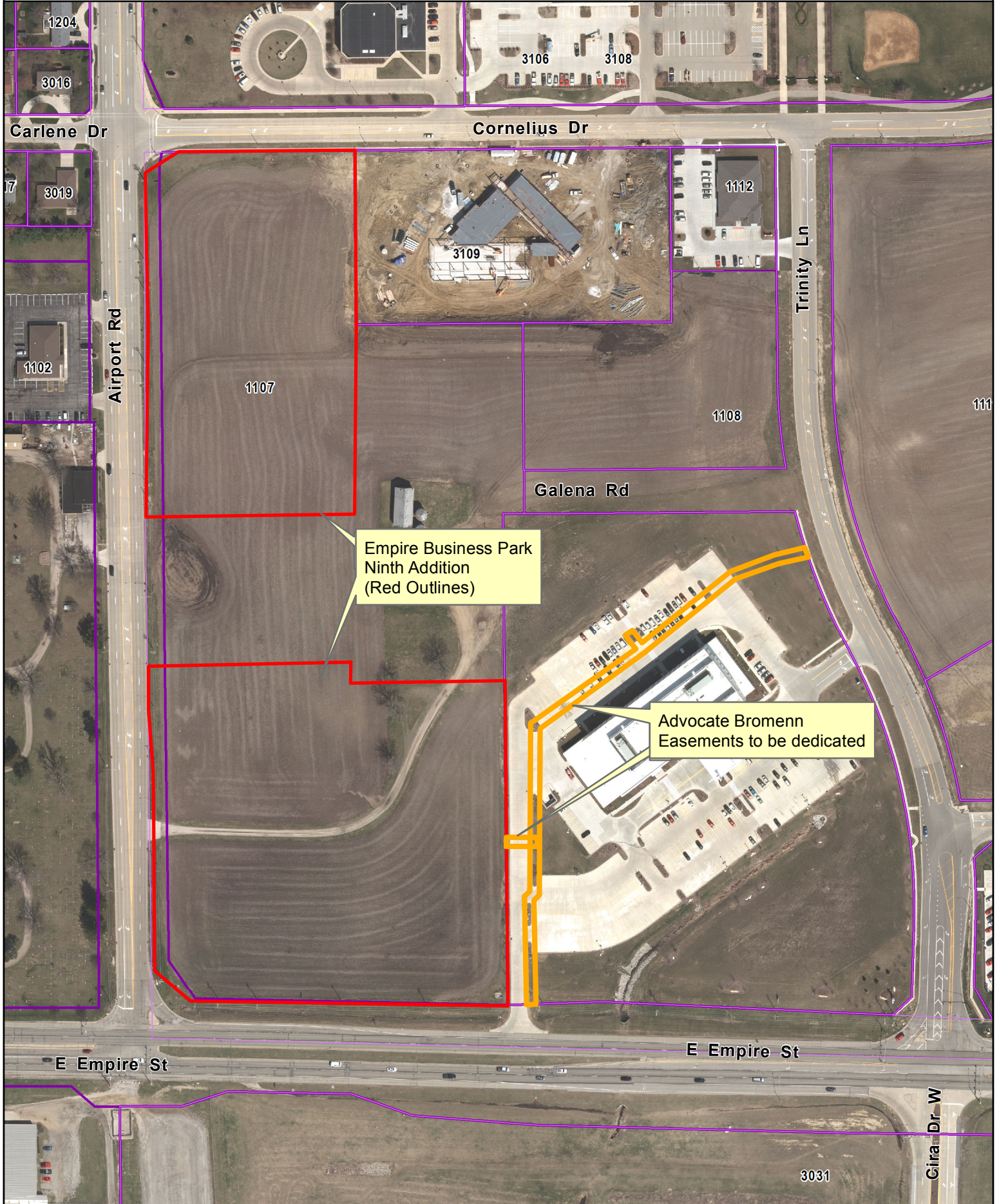
Its: President Advocate BroMenn Medical Center

Advocate Bromenn Easements to be dedicated



0 180 360
Feet

Date: 9/13/2018





CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Community Development – Office of Grants Administration

SUBJECT: Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$232,218, to adjust the Community Development Block Grant (CDBG) Fund, as requested by the Community Development Department – Office of Grants Administration.

RECOMMENDATION/MOTION: The Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$232,218, to adjust the Community Development Block Grant (CDBG) Fund be approved, and the Mayor and City Clerk be authorized to execute any necessary documents.

STRATEGIC PLAN LINK: Goal #4: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective B: Upgrade quality of older housing stock; Objective C: Preservation of property/home values; and Objective D: Improved neighborhood infrastructure.

BACKGROUND: As an Entitlement Community, the City is eligible for funding from the U.S. Department of Housing and Urban Development (HUD) for the provision of the Community Development Block Grant (CDBG) program. In recent years, HUD has not notified the City of its annual award amount until after the City's annual budget is approved. Therefore, the budget that staff develops each year is based on estimates using the current year's allocation. For FY19, the City's CDBG allocation was \$552,428, which is \$47,218 more than the previous year. These funds are not in the City's FY19 approved budget.

While the City's CDBG budget includes only estimates for the annual allocation and program income, HUD requires the City include estimated carry-forward funding in the budget approved in the Annual Action Plan. Staff estimated \$150,000 in carry-forward funding would be available from FY18 to reallocate to FY19 projects. The actual carry-forward total was \$185,000. The proposed amendment reallocates those funds for use within the City's FY19 budget on the following HUD approved projects: Grant Administration, Woodbury Park, West Bloomington Sewer project, Marie Litta Park Sidewalk project, Homeowner Rehabilitation Loan program and Demolition program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The above projects are included in the PY44/FY19 Annual Action Plan (AAP). The AAP was available for public review and comment from February 23, 2018 – March 26, 2018.

FINANCIAL IMPACT: Revenues will increase in direct relation to the expenditures resulting in a "net zero" financial impact to the City's General Fund. The following revenue accounts will

increase as outlined: 22402410-53110-50000 by \$10,000; 22402410-53110-51000 by \$76,891.89 and 22402410-53110-52000 by \$145,326.11. The following expense codes will be increased as outlined: CD Administration (22402410-72120-50000) by \$10,000; CD Loans (22402430-79020-51000) by \$76,891.89; CD Sidewalk Improvements (22402440-72560-52000) by \$5,000; CD Sewer Improvements (22402440-72550-52000) by \$40,000; CD Demolition (22402440-70651-52000) by \$50,000; and CD Parks Improvements (22402440-72570-52000) by \$50,326.11. Stakeholders can locate the Community Development Block Grant (CDBG) Budget in the FY 2019 Budget Book titled “Other Funds & Capital Improvement” on pages 19-26.

Federal regulations require all entitlement communities maintain no more than 1.5 times its annual allocation in the US Treasury account. Failure to approve the FY 2019 Budget amendment request will affect the City’s ability to maintain compliance with the timely use of US Treasury funds and, ultimately, a reduction in future funding.

COMMUNITY DEVELOPMENT IMPACT: The above activities support the following goals within the City’s 2035 Comprehensive Plan 2035: H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington; H-1.2 Ensure an adequate supply of affordable housing for low and moderate income households; UEW-1: Provide quality public infrastructure within the City to protect public health, safety and the environment; HL-3: Ensure a health environment and accessibility of parks and open spaces; and HL-4 Continue to develop quality parks and recreational programming for all.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Jennifer Toney, Grants Coordinator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Exhibit

ORDINANCE NO. 2018 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Amending the Fiscal Year 2019 Budget in the amount of the amount of \$232,218.00 to adjust the Community Development Block Grant (CDBG) fund, as requested by the Community Development Department.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 8th day of October 2018.

APPROVED this ____ day of October 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
22402410-53110-50000	Community Development	Federal Grants Gen Admin	\$ (10,000.00)	
22402410-53110-51000	Community Development	Federal Grants Rehab	\$ (76,891.89)	
22402410-53110-52000	Community Development	Federal Grants Cap Imp	\$ (145,326.11)	
22402410-72120-50000	Community Development	Cap Out Off & Comp	\$ 10,000.00	
22402430-79020-51000	Community Development	Loans	\$ 76,891.89	
22402440-72560-52000	Community Development	Sidewalk Const & Improvements	\$ 5,000.00	
22402440-72550-52000	Community Development	Sewer Const and Improvement	\$ 40,000.00	
22402440-70651-52000	Community Development	Demolition	\$ 50,000.00	
22402440-72570-52000	Community Development	Park Const and Improvement	\$ 50,326.11	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance approving a Final Plat of LeGrand Subdivision, so the petitioner can divide the property for sale, as requested by the Public Works Department.

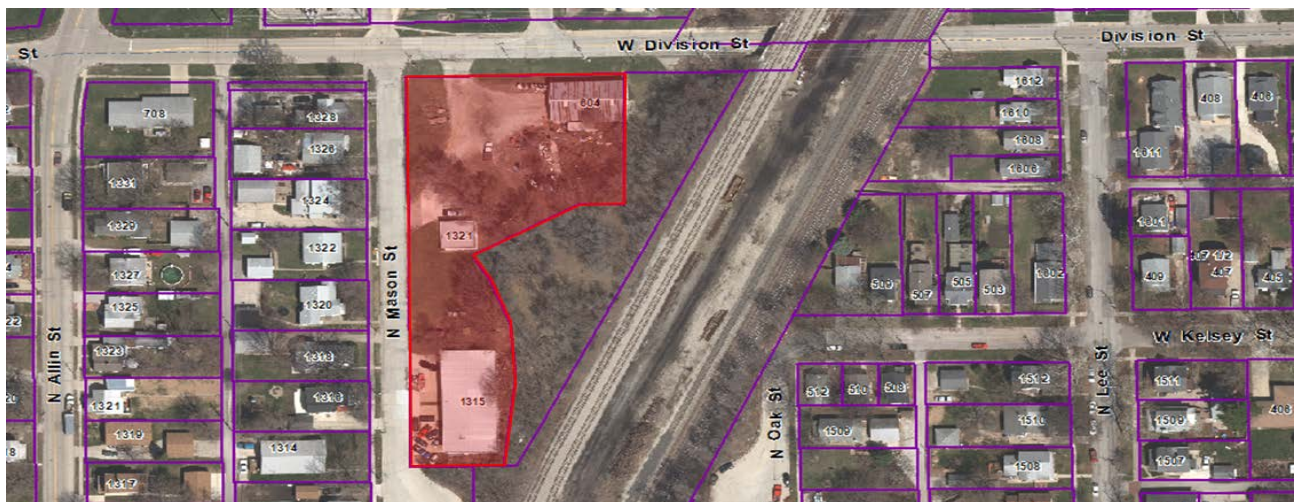
RECOMMENDATION/MOTION: The Ordinance approving the Final Plat of LeGrand Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses.

BACKGROUND: Public Works is recommending an ordinance that will provide for the approval of the Final Plat for LeGrand Subdivision. The Final Plat is a result of a petition from Gene LeGrand, current owner of the property, to allow him to divide the property so that he can sell a portion of it to a business that currently rents from him. The existing Parcel Identification Number (PIN) is 14-33-302-012.

The subject final plat consists of three lots. It complies with City engineering standards (Manual of Practice and Chapter 24 of City Code), and City staff has no objections to the plan. The three structures on each of the three proposed lots appear to have separate existing water and sewer services. No additional tap-on fees will be due. The final plat qualifies for submission under the Expedited Final Plat submission process, Chapter 24, Section 3.5.6 of the Bloomington City Code, which means that a preliminary plan is not required.



COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Gene LeGrand

FINANCIAL IMPACT: There will be no financial impact to the City. Gene LeGrand paid for all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT:

The Economic Development chapter of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to approving this final plat:

ED-1 Ensure a broad range of employment opportunities for all residents

ED-1.1 Focus on retention and expansion of existing businesses

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Anthony J. Meizelis PE, Civil Engineer
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance and Legal Descriptions
- Final Plat
- Petition
- County Clerks Certificate
- Owners Certificate Surveyors Statement Drainage Statement
- School District Certificate
- Final Plat Checklist

- Council Map

ORDINANCE NO. 2018 - ____

**AN ORDINANCE PROVIDING FOR THE
APPROVAL OF THE FINAL PLAT OF LEGRAND SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of LeGrand Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That the Final Plat of LeGrand Subdivision dated August 31, 2018, and is hereby approved.

SECTION 3. This Ordinance shall be effective immediately upon its passage and approval.

SECTION 4. This Ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the Illinois Constitution.

PASSED this 8th day of October 2018.

APPROVED this ____ day of October 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

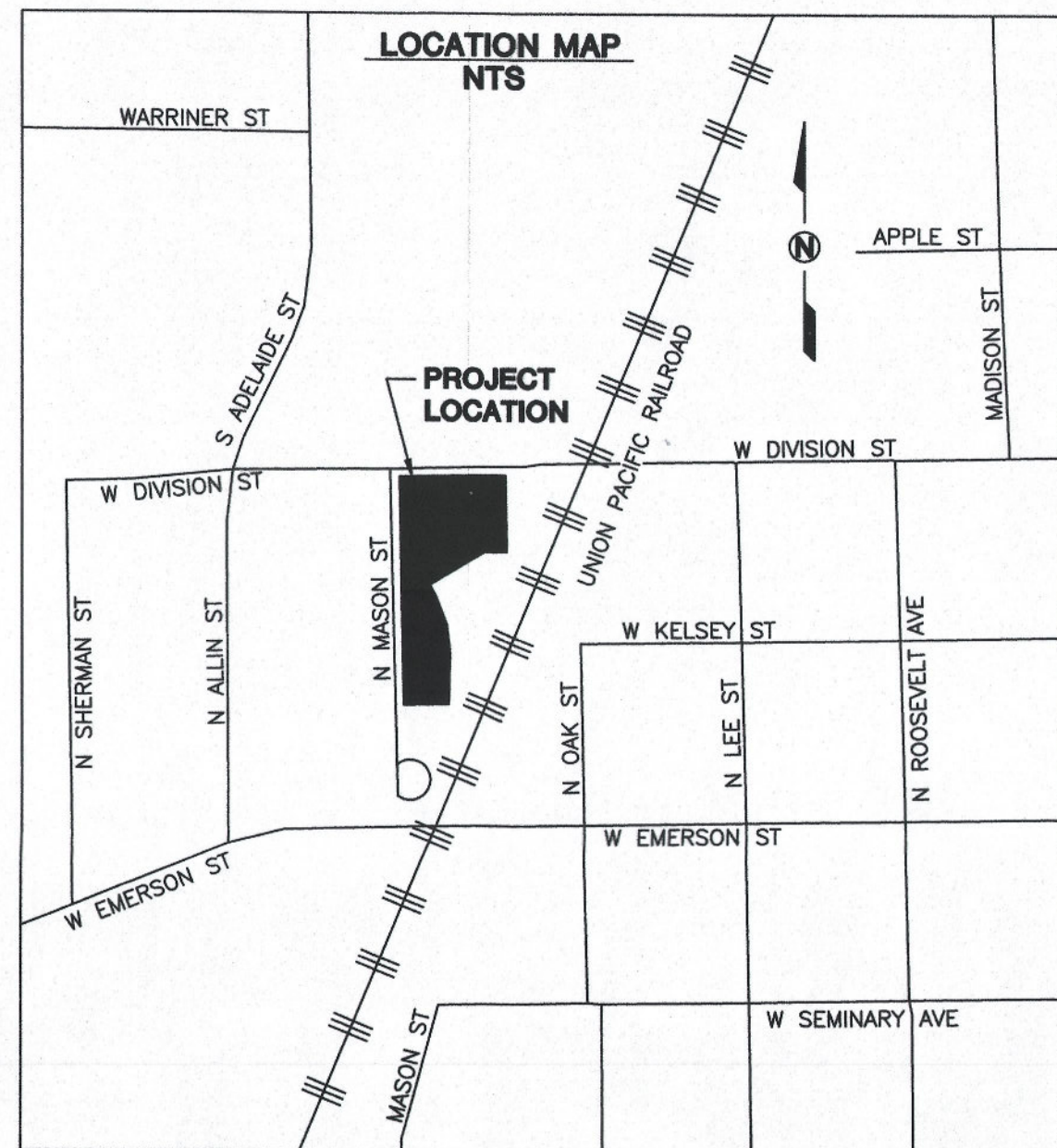
Legal Description – Exhibit A

ALL LOT 1 BLK 1 IN BLK 1 OF 1ST ADDN TO FORTY
ACRES SUBN + PT WAITE & PARR'S SUBN PER DEED
75-4371 DAF: ALL LOT 4 & 5 + PT LOT 3, 6,
8, 9 & 10 BEG NW COR LOT 6; S 138', SE ALG
RR R.O.W. LI 91.95' & 8.05', NE 128', E 45',
N 155', W 212' TO P.O.B.
1.3774 ACS.

Existing Parcel Identification Number (PIN): 14-33-302-012

LEGRAND SUBDIVISION

BLOCK 1 IN 1ST ADDITION 40 ACRES SUBDIVISION; LOTS 4 & 5 AND PART OF LOTS 3, 6, 8, 9 & 10 IN WAITE & PARR'S SUBDIVISION OF LOT 1 BLOCK 1 OF HAWKEYE ADDITION, ALL IN W1/2 SW1/4 OF SECTION 33, T.24N, R.2E, 3P.M, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, Kevin Kothe, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2018.

City Engineer
Bloomington, Illinois

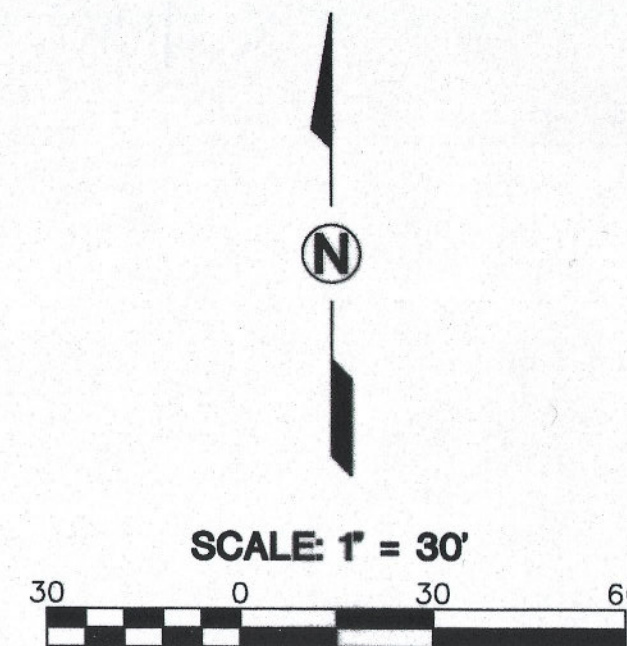
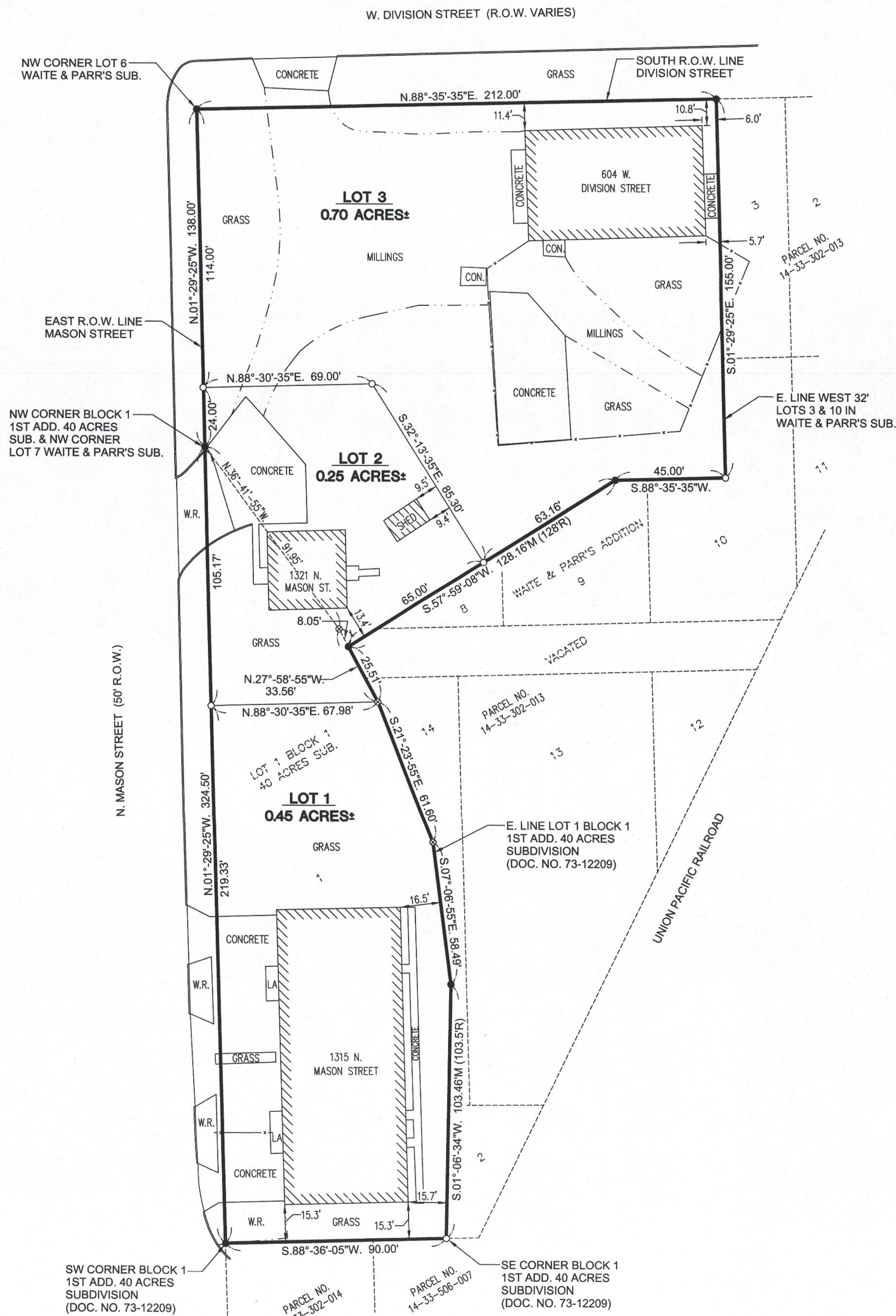
CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, Cherry L. Lawson, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of LeGrand Subdivision presented, passed and approved at a regular meeting of said City Council held on the day of _____, 2018, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2018.

City Clerk



LEGEND	
—	SUBDIVISION BOUNDARY LINE
- - -	FENCE LINE
- · - · -	GRAVEL LIMITS
- · - · -	UNDERLYING LOT LINE
●	IRON ROD FOUND
○	IRON PIPE FOUND
○	IRON ROD SET
○	DISTANCE MEASURED
○	DISTANCE OF RECORD

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington, for Gene LeGrand and represents the following described property to wit:

Lot 1 in Block 1 in the First Addition to 40 Acres Subdivision to the City of Bloomington, according to the Plat thereof recorded as Document No. 73-12209, in the W1/2 of the SW1/4 of Section 33, T.24N., R.2E., 3P.M., City of Bloomington, McLean County, Illinois; Together with the following described tract of land to wit:

Lots 4 and 5 and part of Lots 3, 6, 8, 9 and 10, all in Waite & Parr's Subdivision of Lot 1 in Block 1 of Hawkeye Addition to the City of Bloomington, more particularly described as follows: Beginning at the northwest corner of Lot 6 in Waite and Parr's Subdivision on the south right of way line of Division Street; thence N.88°-35'-35"E. 212.00 feet on said south right of way line of Division Street; thence S.01°-29'-25"E. 155.00 feet; thence S.88°-35'-35"W. 45.00 feet on a line parallel with the south right of way line of Division Street; thence S.57°-59'-08"W. 128.16 feet to a point on the easterly line of Lot 1 in Block 1 in the First Addition to 40 Acres Subdivision to the City of Bloomington, according to the Plat thereof recorded as Document No. 73-12209; thence N.27°-58'-55"W. 8.05 feet on said easterly line; thence N.36°-41'-55"W. 91.95 feet on said easterly line to the northwest corner of said Lot 1, said point lying on the east right of way line of Mason Street and also being the northwest corner of Lot 7 in said Waite & Parr's Addition; thence N.01°-29'-25"W. 138.00 feet on said east right of way line to the Point of Beginning, with assumed bearings given for description purposes only.

Said tracts of land containing 1.40 acres, more or less.

I further certify that I have subdivided the same into 3 (three) lots as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof.

Said subdivision is to be known as LeGrand Subdivision, City of Bloomington, McLean County, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency as identified on FIRM Map Number 17113C0482E and Map Number 17113C051E, both dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

08/31/2018
Date

Bradley K. Shaffer

Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expiration Date 11/30/2018



LYB
www.lybinc.com

Issue Date:
08/31/2018
Rev.

Bk. 369
Dm. BKS
Dm. BKS
App. BKS
Vault ID:

LEGRAND SUBDIVISION
FINAL PLAT
CITY OF BLOOMINGTON
MCLEAN COUNTY, ILLINOIS

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184000808
505 North Main Street
Bloomington, Illinois 61701
Ph. (309) 829-2552

Sheet
1
of 1
Job #
2230.01

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s) Gene LeGrand

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit(s) 1 which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be , known and described as LeGrand Sub Division
3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the LeGrand subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Gene LeGrand

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 6 day of September, 2018, there were no delinquent general taxes unpaid, special assessments or delinquent special assessments against the tracts of land shown on the plat of the LeGrand Subdivision to the City of Bloomington attached to this certificate and described in the Certificate of the Surveyor attached hereto and to said plat.

Kathy Michael
County Clerk, McLean County, Illinois

(SEAL OF SAID COUNTY)

PIN No. / Parcel ID No. 14-33-302-012

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of LeGrand Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct plat of "LeGrand Subdivision", to the City of Bloomington, McLean County, Illinois as laid off into 3 (three) lots by Bradley K. Shaffer, Illinois Professional Land Surveyor Number 2725; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the easements specified therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals
this 5 day of Sept, 2018.

OWNER: Gene LeGrand
Gene LeGrand

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Gene LeGrand is personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of all specified easements to the use of the general public forever, and including the grant of certain general utility easements to the applicable public utility companies.

Given under my hand and notarial seal this 5th day of September, 2018.



Jessica Kleinschmidt
Notary Public

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington, for Gene LeGrand and represents the following described property to wit:

Lot 1 in Block 1 in the First Addition to 40 Acres Subdivision to the City of Bloomington, according to the Plat thereof recorded as Document No. 73-12209, in the W½ of the SW¼ of Section 33, T.24N., R.2E., 3P.M., City of Bloomington, McLean County, Illinois; Together with the following described tract of land to wit:

Lots 4 and 5 and part of Lots 3, 6, 8, 9 and 10, all in Waite & Parr's Subdivision of Lot 1 in Block 1 of Hawkeye Addition to the City of Bloomington, more particularly described as follows: Beginning at the northwest corner of Lot 6 in Waite and Parr's Subdivision on the south right of way line of Division Street; thence N.88°-35'-35"E. 212.00 feet on said south right of way line of Division Street; thence S.01°-29'-25"E. 155.00 feet; thence S.88°-35'-35"W. 45.00 feet on a line parallel with the south right of way line of Division Street; thence S.57°-59'-08"W. 128.16 feet to a point on the easterly line of Lot 1 in Block 1 in the First Addition to 40 Acres Subdivision to the City of Bloomington, according to the Plat thereof recorded as Document No. 73-12209; thence N.27°-58'-55"W. 8.05 feet on said easterly line; thence N.36°-41'-55"W. 91.95 feet on said easterly line to the northwest corner of said Lot 1, said point lying on the east right of way line of Mason Street and also being the northwest corner of Lot 7 in said Waite & Parr's Addition; thence N.01°-29'-25"W. 138.00 feet on said east right of way line to the Point of Beginning, with assumed bearings given for description purposes only.

Said tracts of land containing 1.40 acres, more or less.

I further certify that I have subdivided the same into 3 (three) lots as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof.

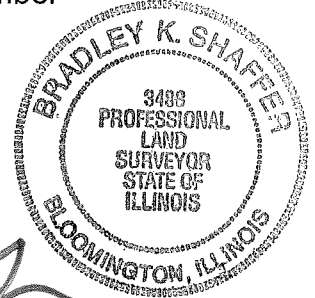
Said subdivision is to be known as LeGrand Subdivision, City of Bloomington, McLean County, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency as identified on FIRM Map Number 17113C0482E and Map Number 17113C051E, both dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

08/31/2018
Date

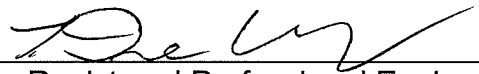


Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expiration Date 11/30/2018

DRAINAGE ACKNOWLEDGEMENT

L. Duane Yockey, Registered Professional Engineer, and Gene LeGrand, being the owner(s) of the premises heretofore platted by Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488 to be and become LeGrand Subdivision to the City of Bloomington, McLean County, Illinois, do hereby acknowledge that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or planned unit development or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or planned unit development.

I further acknowledge that no portions of the Lots are within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.



Registered Professional Engineer

OWNER:



Gene LeGrand

SCHOOL DISTRICT CERTIFICATE

Gene LeGrand, owner of the property described in the Surveyor's Certificate of the tract of land platted as LeGrand Subdivision to the City of Bloomington, certify that to the best of their knowledge and belief that said platted land is located within the boundaries of Bloomington Public School District #87 in Bloomington, Illinois.

OWNER: Gene LeGrand
Gene LeGrand

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Gene LeGrand, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act.

Given under my hand and Notarial Seal this 5th day of September, 2018.



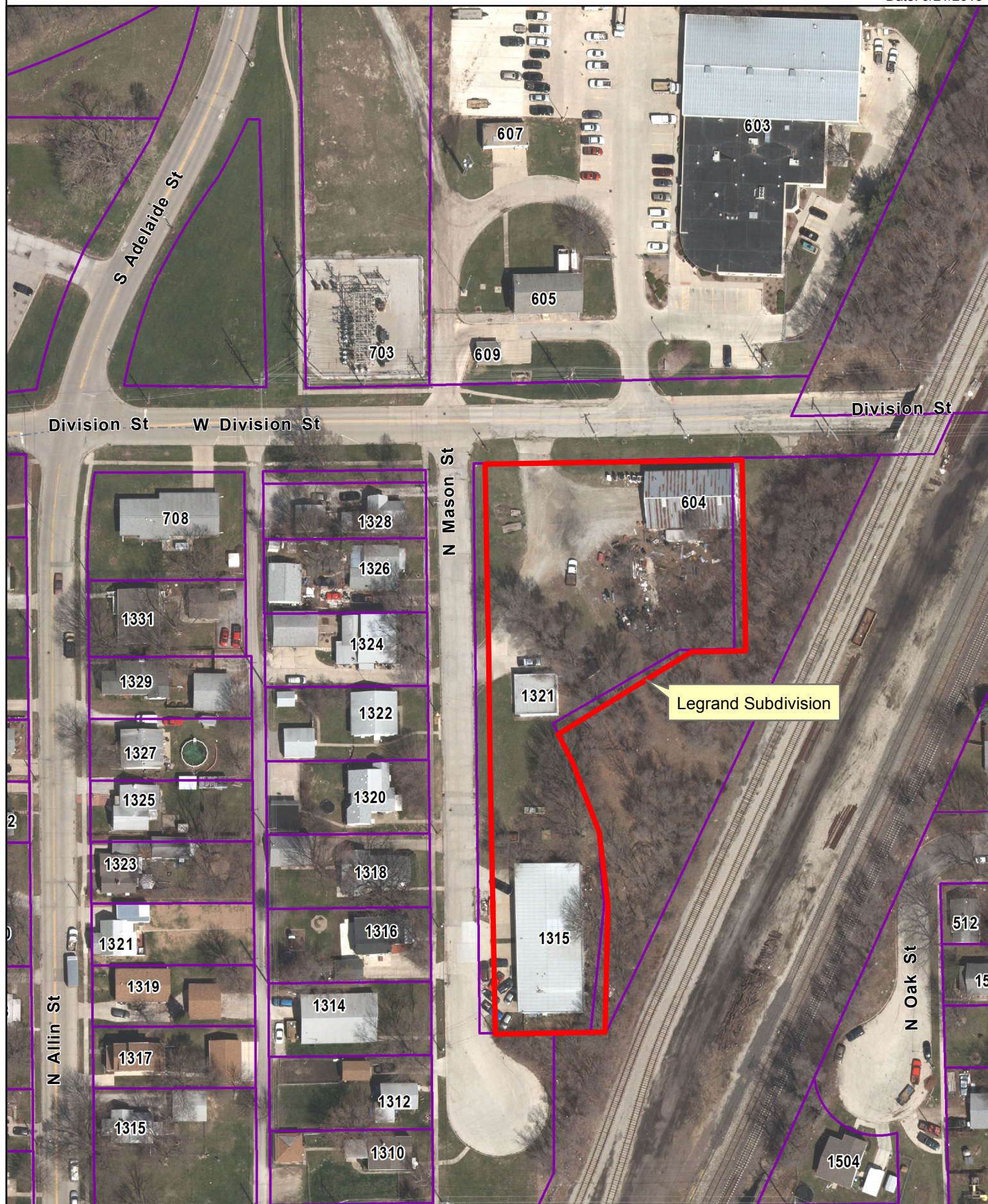
Jessica Kleinschmidt
Notary Public



LeGrand Subdivision

Date Prepared: 9/21/2018

Shown on Final Plat:		Initial
	Easements shown for all public improvements	N/A
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	In the Memo
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	NOT PROVIDED
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A





CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the application of Game Time Gym II, Inc., d/b/a Game Time Gym II located at 404 Olympia Drive, requesting an EBS (Entertainment/Recreational Sports, Beer and Wine, Sunday sales) liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The application of Game Time Gym II, Inc., d/b/a Game Time Gym II, located at 404 Olympia Drive, requesting an EBS (Entertainment/Recreational Sports, Beer and Wine, Sunday sales) liquor license which would allow the sale of beer and wine only by the glass for the consumption on the premises seven (7) days a week be approved, with the condition that persons purchasing beer or wine be identified through use of a stamp, and upon compliance with all health and safety codes.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Bloomington Liquor Commissioner Tari Renner called a public hearing on August 14, 2018, on the application of Game Time Gym II, Inc., d/b/a Game Time Gym II, located at 404 Olympia Drive, requesting an EBS (Entertainment/Recreational Sports, Beer and Wine, Sunday sales) liquor license which would allow the sale of beer and wine only by the glass for the consumption on the premises seven (7) days a week.

Present were: Commissioners Tari Renner, Lindsey Powell and Jack Bataoel. Staff Present: George Boyle, Assistant Corporation Counsel, Asst. Police Greg Scott, Bob Mahrt, Community Development Director and Ashley Lara, Legislative Assistant.

Julia Davis, Attorney for Game Time Gym II, and Larry McDowell, owner of Game Time Gym, spoke on behalf of this item.

Mr. McDowell was sworn in by the clerk and provided testimony.

Mr. McDowell and his wife have owned Game Time Gym since 2000. He stated they have basketball on one side, soccer on the other side, and they have a large adult demographic. They also have cricket.

He stated they wanted to have a small area in the mezzanine where they can sell beer and wine.

Commissioner Renner asked if they will have wristbands. Mr. McDowell stated they had not planned to have those. Commissioner Renner asked Ms. Davis if she wanted to add anything. Ms. Davis stated if it were required, they would be willing to add wristbands or some sort of identification.

Commissioner Bataoel asked whether Mr. McDowell had experience in liquor or beer sales. Mr. McDowell said no. He did take BASSET training. His daughter spent three years at Baxter's as their Director of Events Planning and she will be advising him. He has met with Mr. Grad as well, and he has been helping to coach Mr. McDowell on what they need to do. Commissioner Bataoel asked Mr. McDowell if he is there full-time. Mr. McDowell said he was not; however, his wife is there full-time handling accounting and registrations. They have an operations manager at the facility, and they have staff that run the programming.

Commissioner Bataoel expressed concern with the nature of the adult programming. That 17 to 20 year olds play in tournaments with adults. There was some discussion between the Commissioners as to how a person old enough to drink alcohol should be identified, given that this is a facility used by both adults and persons under 21 years of age.

Commissioner Bataoel recommended that, given the nature of some of the sports played, like basketball, it would be safer for patrons who purchased alcohol to be identified by use of a stamp rather than by wristband.

Commissioner Renner opened the meeting to receive public comment on this item. There were no comments offered.

Mr. McDowell stated for the record he would be agreeable to identifying alcohol purchasers with a stamp and that they have provided their current health record and their current fire from last year.

Motion by Commissioner Bataoel and Commissioner Powell to recommend to the City Council the creation of a license, with the condition that there would be stamps on those who purchase alcohol and that everything meets health and safety codes.

Ayes: Commissioners Powell, Bataoel, Renner

Nays: None

Motion Carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 14, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY
CONSTRUCTION: N/A**

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Cherry L. Lawson, City Clerk

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Application
- Public Hearing Notice
- Email from Candace Beer, Fire Inspector



EBS

ROUTE SLIP FOR LIQUOR APPLICATION

NAME OF ESTABLISHMENT Game Time Gym II
LOCATION 409 Olympia Drive
NAME OF OWNER Game Time Gym II, Inc.
OWNER'S DATE OF BIRTH [REDACTED] SS# [REDACTED]
Larry McDowell
PHONE NUMBER(S): [REDACTED]

REQUIRED DOCUMENTS TO BE FILED AT TIME OF APPLICATION

- | | |
|---|--|
| 1. ☒ Emergency Call-In Sheet | 8. ☒ Financial Statement |
| 2. ☒ Questionnaire | 9. ☒ Articles of Incorporation |
| 3. ☒ Application (Signed & Notarized) | 10. ☒ Copy of Lease |
| 4. ☒ Application for Sunday Sales | 11. ☒ Floor Plan |
| 5. ☒ Food & Beverage Tax Form | 12. ☒ BASSET Certificates* |
| 6. ☒ Evidence of Dram Shop Insurance | 13. ☒ Proof of Good Standing (State of IL) |
| 7. ☒ Bond | 14. ☒ \$400 Application Fee |

*All servers and bouncers (i.e. those required to check ID's)
*BASSET Certificates are required BEFORE license can be issued

OFFICE USE ONLY

<u>07/31/18</u> Date Received/Paid	<u>10/08/2018</u> Date of Council
<u>020105</u> Receipt #	<u>08/14/2018</u> Date of Public Hearing
<u>030831</u> Check # (If Applicable)	<u>07/31/18</u> Date Tax Form taken to Finance
<u>alana</u> Staff Initials	

APPROVAL

____ Building Safety
(Bob Coombs)

____ Health Department
(Linda Foutch)

____ Fire Inspector
(Bob Coombs)

OTHER REQUIRED LICENSES

Public Dancing
Tobacco

Yes _____ No ☒
Yes _____ No ☒

OFFICE USE ONLY

Submittal Date: 07/31/18

Renewal Type (A, SA, Q): _____

Staff Initials: dm



Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC:

Doing Business As (D/B/A):

Business Address:

City/State:

Zip Code:

Business Phone Number:

Business Email Address:

Game Time Gym II, Inc.

Game Time Gym II

404 Olympia Drive

Bloomington, IL

61704

309-662-9520

gametimegym@comcast.net

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. If anyone else applies, please list them under the other section and describe their title. *At least one person must live within McLean County.*

License Renewals

Name: Larry McDowell Phone Number: [REDACTED]

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]

Name: _____ Phone Number: _____

Address: _____ City: _____ Zip Code: _____

Building Security

Name: Larry McDowell Phone Number: [REDACTED]

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]

Other (Title): _____

Name: _____ Phone Number: _____

Address: _____ City: _____ Zip Code: _____

Building Owner Name: Game Time Gym II Inc. Phone Number: [REDACTED] Larry McDowell

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]



Liquor License Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: (Please Circle)

☒ Y / ☐ N	Have you attained the age of 21 years?	☐ Y / ☒ N	Have you ever had a Bloomington liquor license revoked for any cause?
☒ Y / ☐ N	Have you been a resident of the City of Bloomington for one year?	☒ Y / ☐ N	Are you eligible for a state retail liquor dealer's license?
☒ Y / ☐ N	Are you a citizen of the United States?	☐ Y / ☒ N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
☒ Y / ☐ N	Are you a person of good character and reputation?	☐ Y / ☒ N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
☒ Y / ☐ N	Do you own or have a valid lease to the premises for which the license is sought?	☐ Y / ☒ N	Have you ever been convicted of a felony under the laws of the United States or any state?
☐ Y / ☒ N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	☐ Y / ☒ N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? (If applicant is a corporation)
☐ Y / ☒ N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	☐ Y / ☒ N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



NATURE OF LICENSE:

1. What class liquor license are you seeking? (Please read descriptions below) EB

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
<u>EB</u>	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (NOT ABLE TO SELL ANY ALCOHOL)

2. What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Currently and will continue to operate as a sports recreational venue for leagues and teams for various sports activities.

The spectator area on second floor will allow persons watching to enjoy a beverage.

3. State the significance of a liquor license to your establishment, present or future: _____

We are hoping to keep people involved at the facility and allow more social interaction after their scheduled activity or for spectators to enjoy.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? _____

Many customers would like to stay and socialize before they go home. Keeping customers under one roof provides a more safe atmosphere than the alternative City of Bloomington has the O'Brien and BCFA which are similar in that the customers are not there for the drinks, but the drinks are there to provide enhancement to the entertainment.

5. Upon what facts do you base your answers to the previous question? entertainment

All cities that have sports involvements also have adult beverage to enhance the experience so customers don't have to choose a different venue. Even Ewing Manor enhances the experience with alcohol.

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle) Y / N



a. If you answered "YES" to the previous question, state the nature of such

entertainment: The only entertainment is the sports already ongoing at the venue.

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (Please Circle) Y / N

a. If you answered "YES" to the previous question, from what sources will such revenue be

derived? fees associated with the sporting leagues and activities

8. Do you intend to obtain an additional license for any of the following (please circle):

Y / N Public Dancing*

Y / N Tobacco*

Y / N Amusement* (If yes, which type: _____)

Y / N Miscellaneous* (If yes, which type: _____)

*All above license require additional application per license type.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.



IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 404 Olympia Drive City/State: Bloomington IL Zip Code: 61704

2. What hours will the establishment be open?

Monday: 4:00 pm - 1:00 am Tuesday: 4:00 pm - 1:00 am Wednesday: 4:00 pm - 1:00 am
Thursday: 4:00 pm - 1:00 am Friday: 4:00 pm - 1:00 am Saturday: 11:00 am - 1:00 am Sunday: 11:00 - 1:00 am

3. What type or types of building(s) adjoin the establishment? There are no adjoining buildings.

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A

b. If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? N/A

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): The adjoining road is 2 way and the establishment has ample parking.

5. How much additional traffic do you expect the establishment with a liquor license to generate? We do not expect additional traffic. We are serving current customers.

6. Describe on and off street parking facilities to handle traffic anticipated: Ample on-site parking.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? Ovation Theatre approx. 300 yards away



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? This is intended to serve current and future customers so they can stay at the venue for a longer period and socialize after games.
- a. Upon what facts do you base your answer to the previous question? There are many facilities similar to ours in other cities that provide on-site alcohol to keep the team spirit and provide additional options for spectators.

RESPONSIBILITY:

1. If establishment is presently in operation, **attach a financial statement** of the establishment's last fiscal year.
2. If establishment is not presently in operation, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Yes _____ No X
 - a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? _____

DATED this 27th day of July, 20 18.

SIGNED:

Larry McDowell
Printed Name
[Redacted Signature]
Signature
President
Title
[Redacted Address]
Address
Bloom, IL
City/State/Zip Code

Mindy McDowell
Printed Name
[Redacted Signature]
Signature
Secretary
Title
[Redacted Address]
Address
Bloom, IL
City/State/Zip Code



2018 License Application For the sale of alcoholic beverages

This application is being submitted as:

☒ A New Application ☐ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS EBS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

☐ an individual ☐ a partnership ☒ a corporation

A. If an **Individual**:

Name: _____ Age: _____
Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

B. If a **Partnership**:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐



C. If a Corporation:.....

Date of Incorporation: July 10, 2000

State whether same is organized for profit X or nonprofit _____, under laws of the State of IL.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Larry McDowell Title: President

Address: [REDACTED] City/State/Zip Code: Bhm, IL [REDACTED]

Name: Mindy McDowell Title: Secretary

Address: [REDACTED] City/State/Zip Code: Bhm, IL [REDACTED]

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: 404 Olympia Drive, Bhm, IL 61704 -

a. Trade Name: Game Time Gym II

Please answer the following questions by circling Y (yes) or N (no).

Y N

Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y N

Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



☒ Y / ☐ N

Is it proposed to sell food in this place of business?

☒ Y / ☐ N

Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

☒ Y / ☐ N

Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

☒ Y / ☐ N

Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

☒ Y / ☐ N

Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

☒ Y / ☐ N

Is the applicant herein, the owner of the premises for which this license is sought? **If no, the information of the building owner:**

Name: _____ Term of Lease: _____ to _____

Address: _____ City/State: _____ Zip Code: _____

☒ Y / ☐ N

Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application:

We believe this will be a great asset to our sports league and we can compete with other establishments who offer alcohol during volleyball leagues.



Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 27th day of July, 2018

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Game Time Gym II, Inc.
Corporate Name

Larry McDowell

President of Company (Print Name)

[Redacted Signature]
President of Company (Signature)

ATTEST:

Mindy McDowell, Secretary

And the following officers, directors or majority stockholders:

Larry McDowell 50% shareholder

Mindy McDowell 50% shareholder

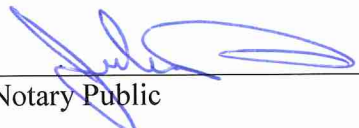


NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

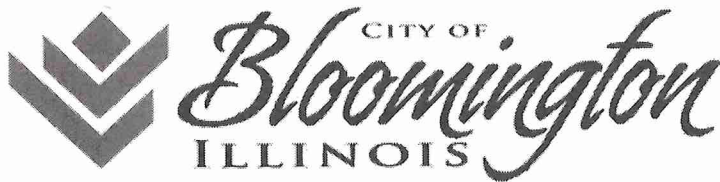
This application was acknowledged before me on this 27th day of July, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.



Notary Public

My Commission Expires: _____





2018 License Application

For the sale of alcoholic beverages

This application is being submitted as:

X A New Application _____ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Game Time Gym II, Inc.

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS EBS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.



DATED this 27 day of July, 2018

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Game Time Gym II, Inc.

Corporate Name

Larry McDowell

President of Company (Print Name)

President of Company (Signature)

Mindy McDowell Secretary

And the following officers, directors or majority stockholders:

Larry McDowell - 50%

Mindy McDowell - 50%

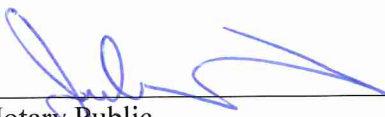


NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 27th day of July, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

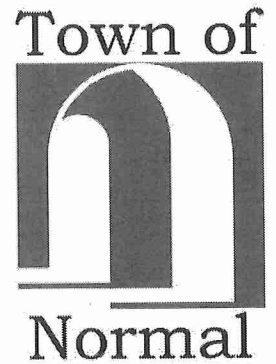


Notary Public

My Commission Expires: _____



CITY OF BLOOMINGTON



Bloomington/Normal Prepared Food & Beverage
Registration Form

Date: 7-27-18

DBA Business Name: Game Time Gym II

Local Address: 404 Olympia Drive

City: Bloomington

State: IL Zip: 61704

Phone: [REDACTED]

Fax: [REDACTED]

Illinois Business Tax (IBT) #: [REDACTED]

Corporate or Owner information if different from above.

Name: [REDACTED]

Address: [REDACTED]

City: [REDACTED]

State: Zip: [REDACTED]

Phone: [REDACTED]

Fax: [REDACTED]

Date Business started at this location: 2003

Type of Organization:

☐

Sole Proprietorship

☐

Partnership

☒

Corporation Other

☐

(specify) [REDACTED]

Contact Information:

Name: Larry McDowell

Title: President

Address: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

Mail or Fax this completed and signed form to:

FAX #: (309) 434-2463

City of Bloomington
Finance Department
PO BOX 3157
Bloomington, IL 61702-3157

Under penalties as provided by law, I declare that to the best of my knowledge and belief,
the information on this form is true, correct and complete.

[REDACTED]

7-27-18
Date

Larry McDowell
Print name and title

07/31/18
sent to
finance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snyder Insurance Agency 1 Brickyard Drive Bloomington, IL 61701		CONTACT NAME: Jill Welchel PHONE (A/C, No, Ext): (309) 664-1800 FAX (A/C, No): E-MAIL ADDRESS: jill.welchel@insurewithsnyder.com		
INSURED Game Time Gym II, Inc. 404 Olympia Dr Bloomington, IL 61704		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : West Bend Mutual		15350
		INSURER B : Hartford Companies		19682
		INSURER C : SPRISKA		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:				08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below				11/15/2017	11/15/2018	PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Liquor Liability				07/31/2018	07/31/2019	Liquor Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State Of Illinois Liquor Control Commission
101 W Jefferson Street
Springfield, IL 62702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jill Welchel

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2018

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PRODUCER Snyder Insurance Agency 1 Brickyard Drive Bloomington, IL 61701	CONTACT NAME: Jill Welchel PHONE (A/C, No, Ext): (309) 664-1800 FAX (A/C, No): E-MAIL ADDRESS: jill.welchel@insurewithsnyder.com														
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COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
109 E Olive Street
Bloomington, IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OLD REPUBLIC SURETY COMPANY

(800) 217-1792

LICENSE AND PERMIT BOND

Bond Number

KNOW ALL PERSONS BY THESE PRESENTS, that we Game Time Gym II, Inc..
404 Olympia Drive Bloomington, IL 61704,
as Principal, and Old Republic Surety Company organized under the
laws of the state of Wisconsin, as Surety, are held and firmly bound unto
City of Bloomington of Bloomington, IL,
as Obligee in the sum of Two Thousand Dollars (\$ 2,000.00),
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to or permit as a
Liquor Sales.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal
shall indemnify said Obligee against all loss which the Obligee may be subject by reason of said Principal's non-
compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the
above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days of notice in writing of its
intentions to do so to said Obligee; and provided further, that nothing herein shall affect any rights or liabilities
which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved
of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligee.

The term of this bond is for a period commencing July 27, 2018
and terminating July 27, 2019 provided, however, this bond may be
continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the 27th day of July, 2018.

Game Time Gym II, Inc.

Principal

Old Republic Surety Company

Surety



By: Edise Faust

Attorney-in-Fact

**PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT
(INDIVIDUAL ACKNOWLEDGMENT)**

STATE OF _____)
) SS
COUNTY OF _____)

On the _____ day of _____, _____, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as his free act and deed.

Notary Public _____ County _____

(Notarial Seal)

My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF McLean)

On the 27th day of July, 2018, before me, personally appeared Larry McDowell to me known, who being by me duly sworn, did depose and say that he resides in McLean County, that he is the _____ President of the Game Time Gym II, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Jill M. Welchel
Notary Public Jill M. Welchel County McLean
My Commission Expires 8-28-20

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Wisconsin)
) SS
COUNTY OF Waukesha)

On this 27th day of July, 2018, before me appeared Elise Faust to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)



Kathryn R. Pearson
Notary Public Waukesha County Wisconsin
My Commission Expires 09/28/2022

INSTRUCTIONS

Most Bonds Filed In Illinois Require The Signature Of The Principal To Be Acknowledged By A Notary Public. Also, The Signature Of The Attorney-In-Fact Should Be Acknowledged By A Notary Public. On The Bond Form Itself There Should Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows: Effective Date: 7/27/2018 12:00:00 AM

Bond Number: [REDACTED] Bond Amount: Two Thousand Dollars \$2,000.00

Principal Name: Game Time Gym II, Inc..

Obligee Name: City of Bloomington of Bloomington, IL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of July, 2018.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of July, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: 09/28/2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0402385



Signed and sealed at the City of Brookfield, WI this 27th day of July, 2018.


Assistant Secretary



PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

Section 1 - Individual Information	
(Please type or print legibly)	
Name:	LARRY McDOWELL
Address:	[REDACTED]
City, State & Zip Code:	[REDACTED]
Personal Phone Number:	[REDACTED]
Position or Occupation:	OWNER
Length of Employment:	20 YEARS
Business Name:	GAME TIME GYM II
Business Address:	404 OLYMPIA DRIVE
City, State & Zip Code:	BLOOMINGTON, IL 61704
Business Phone Number:	309-662-9520

Section 2 - Other Party Information	
(Please type or print legibly)	
Name:	MINNIE McDOWELL
Address:	[REDACTED]
City, State & Zip Code:	[REDACTED]
Personal Phone Number:	[REDACTED]
Position or Occupation:	OWNER
Length of Employment:	20 YEARS
Business Name:	GAME TIME GYM II
Business Address:	404 OLYMPIA DRIVE
City, State & Zip Code:	BLOOMINGTON, IL 61704
Business Phone Number:	309-662-9520



Section 3 - Statement of Financial Condition as of July 12TH, 2018
(Please type or print legibly)

ASSETS (Do not include assets of doubtful value)	IN DOLLARS (Omit Cents)	LIABILITIES	IN DOLLARS (Omit Cents)
Cash on hand	\$	Notes Payable to Banks (See Schedule E)	\$ 1,030,000
Cash in banks	\$ 80,000	Notes Payable to Other Institutions (See Schedule E)	\$
U.S. Government & Marketable Securities (See Schedule A)	\$ 1,336,000	Due To Brokers	\$
Nonmarketable Securities (See Schedule B)	\$	Amounts Payable to Others - Secured	\$
Securities Held by Broker in Margin Accounts	\$	Amounts Payable to Others - Unsecured	\$
Restricted, Control, Or Margin Account Stocks	\$	Accounts and Bills Due	\$
x Real Estate Owned (See Schedule C)	\$ 2,650,000	Unpaid Income Tax	\$
Accounts, Loans, and Notes Receivable	\$	Other Unpaid Income Tax	\$
Automobiles	\$ 35,000	Real Estate Mortgages Payable (See Schedules C & E)	\$
Other Personal Property	\$ 40,000	Other Debts (Car Payments, Credit Cards, Etc.) - Itemize	\$
Cash Surrender Value – Life Insurance (See Schedule D)	\$		
If Applicable Other Assets - Itemize (See Schedule F)	\$		
GameTime Gym Business	\$ 250,000	Total Liabilities	\$ 1,030,000
		Total Net Worth	\$ 3,361,000
Total Assets:	\$ 4,391,000	Total Liabilities & Net Worth	\$ 4,391,000



Section 4 (Please type or print legibly)						
Annual Income for Year Ended 20	\$\$\$	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N (Circle)	Estimated Amounts
Salary, Bonuses & Commissions	\$ 51,500	Mortgage/Rental Payments	\$ 12,000	Do you have any?	Y (N)	\$
Dividends & Interest	\$ 6,000	Real Estate Taxes & Assessments	\$ 6,500	Contingent Liabilities (As endorser, co- maker or guarantor? on leases? on contracts?)	Y (N)	\$
Real Estate Income	\$ 23,000	Taxes (Federal, State, & Local)	\$ 16,000			\$
Other Income	\$	Other Contract Payments (Car Payments, Charge Cards, Etc.)	\$			\$
(Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)				Involvement in pending legal actions?	Y (N)	-
		Alimony, Child Support, & Maintenance	\$	Other special debt or circumstances?	Y (N)	\$
		Other Expenses	\$ 20,000	Contested income tax liens?	Y (N)	\$
				If "yes" to any questions please describe		
Total Income:	\$ 80,500	Total Expenditures	\$ 54,500	Total Contingent Liabilities		\$

(COMPLETE SCHEDULES AND SIGN)

SCHEDULE A

U.S. Government & Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value
IRA	Morgan Stanley	Larry	NO	\$1,065,000
STOCKS	Morgan Stanley	Larry	NO	\$208,000
IRA	Morgan Stanley	Mindy	NO	\$66,000



SCHEDULE B
Non-Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value

SCHEDULE C
Residences and Other Real Estate (Partially or Wholly Owned)

Address & Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity
Residences	Larry/	100%	11/93	\$168,000	\$250,000	\$1000	\$130,000	2027
Residences	Mindy							
Other:								
Game Time Gym	Larry/ Mindy	100%	7/2002	\$1.4m	\$1.4m	\$8600	\$900,000	2031

SCHEDULE D
Life Insurance Carried, Including Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary & Relationship	Face Amount	Policy Loans	Cash Surrender Value
AXA EQUITABLE	Larry	Mindy	\$400,000	—	Team
AXA EQUITABLE	Mindy	Larry	\$200,000	—	Team

SCHEDULE E
Bank & Other Institutional Relationships

Name & Address of Creditor	Original Loan/Line Amount	Date of Loan	Maturity Date	Unsecured or Secured (List Collateral)	Amount Owed
CHASE MORTGAGE	\$168,000	11/93	2027	Home	\$130,000
FIRST STATE BANK	\$1,400,000	1/2011	2031	Gym LOAN	\$900,000



SCHEDULE F
Business Ventures

List Name & Address of Any Business Venture in Which You are a Principal or Partner	Total Assets Listed in Section 3	Your % of Ownership	Your Position/ Title in the Business	Total Assets of Business	Line of Business	Years in Business
GAME TIME Gym II	2,650,000	100%	OWNED	\$2,700,000	INDOOR SPORTS	20 YEARS
Venture Projects 180	2	100%	OWNED	\$2500	REAL ESTATE INVESTMENTS	5 YEARS

.....INDIVIDUAL.....

Signed this 27th day of July, 2018.

Social Security Number

Date of Birth

Larry McDowell

Printed Name

.....OTHER PARTY.....

Signed this 27th day of July, 2018.

Social Security Number

Date of Birth

Mindy McDowell

Printed Name

Accrual Basis

Game Time Gym II **Profit & Loss** **January through December 2017**

	Jan - Dec 17
Ordinary Income/Expense	
Income	
Baseball	6,400.00
Baseball Cages	524.00
basketball camps	16,091.00
Basketball Leagues	122,944.00
Basketball Rental	17,148.50
Basketball Shirt Sales	9,145.00
Basketball Toddler	3,840.00
Basketball Tournaments	21,280.00
Birthday Parties	5,163.00
Cheerleading	120.00
Club Basketball Income	
Club Fees	19,907.00
Uniform	1,563.00
Total Club Basketball Income	21,470.00
Concession Sales	28,470.50
day camp	9,618.00
Flag Football Leagues	7,215.00
Football Camp	1,700.00
LaCrosse	300.00
Miscellaneous	835.60
Pickleball	746.00
Pitching Instruction	1,280.00
Racquetball Tournament	665.00
Soccer Camp	4,530.00
Soccer Income	7,076.70
Soccer Leagues	45,411.18
Soccer Rental	39,096.05
Soccer Shirt Sales	3,402.00
Soccer Toddler	2,217.50
Softball Pitching Lessons	860.00
Summer Sports Camp	151,895.50
T-Ball	260.00
Volleyball Camp	4,035.00
Volleyball Rental	17,160.00
Total Income	550,899.53
Expense	
Advertisement	
Website	100.00
Advertisement - Other	9,526.91
Total Advertisement	9,626.91
Bank Service Charges	
Customer NSF Fees Charged	325.00
Bank Service Charges - Other	5,294.28
Total Bank Service Charges	5,619.28
Business Expenses	
Entertainment	34.00
Total Business Expenses	34.00
Business Gifts	350.00
Club Basketball	
Basketball Tournaments	4,780.00
Coaching Fee	5,070.00
Director Fees	2,500.00
Refund	2,286.15
Uniforms	1,429.67
Total Club Basketball	16,065.82
Concession Purchases	29,861.83

Game Time Gym II

Profit & Loss

January through December 2017

Accrual Basis

	Jan - Dec 17
Contributions	2,900.00
Dues and Subscriptions	33.00
Equipment	3,025.86
Independent Contractors	
Baseball Instructor	2,385.00
Basketball Instructor	5,837.00
Cheer Coach	200.00
Football Instructor	300.00
Preschool Instructor	20.00
Referee Basketball	29,985.30
Referee Football	640.00
Referee Soccer	5,203.00
Referee Volleyball	135.00
Soccer Instructor	899.50
Volleyball Instructor	1,394.00
Independent Contractors - Other	120.00
Total Independent Contractors	47,118.80
Insurance	
Life Insurance	1,457.52
Work Comp	2,292.80
Insurance - Other	8,478.48
Total Insurance	12,228.80
Interest Expense	46,708.82
Janitorial Supplies	
Laundry	309.00
Janitorial Supplies - Other	3,406.30
Total Janitorial Supplies	3,715.30
Jerseys	13,895.99
Licenses and Permits	1,306.26
Loan	4,656.00
Maintenance	
Lawn Care	680.00
Maintenance - Other	809.52
Total Maintenance	1,489.52
Mileage Reimbursement	272.60
Mortgage	64,754.74
Office Supplies	619.53
Other	586.32
Payroll Expenses	
Asst Manager	13,111.84
Camp Counselor	25,306.47
Concession Workers	5,587.01
Day Program Coordinator	4,222.39
Maintenance	7,799.35
Marketing	3,623.43
Operations Manager	22,302.19
Preschool Instructor	1,034.29
Program Manager	25,992.74
Site Supervisor	14,449.69
TShirt Production	229.98
Payroll Expenses - Other	136.37
Total Payroll Expenses	123,795.75
Postage and Delivery	312.40
Printing and Reproduction	11,080.87
Professional Fees	
Accounting	2,880.00
Total Professional Fees	2,880.00

Accrual Basis

Game Time Gym II
Profit & Loss
January through December 2017

	Jan - Dec 17
Raquetball Tournament	
Food	39.43
Raquetball Tournament - Other	140.44
Total Raquetball Tournament	179.87
Reconciliation Discrepancies	566.56
Refund	15,066.66
Repairs	
Building Repairs	7,186.10
Computer Repairs	794.00
Equipment Repairs	2,610.71
Total Repairs	10,590.81
Shipping Charges	356.16
Staff T-Shirts	340.12
Summer Camp Expense	
Summer Camp Equipment	1,930.52
Summer Camp Supplies	470.61
Total Summer Camp Expense	2,401.13
Taxes	
940 FUTA Tax	885.98
941 Tax	35,210.69
Local	177.53
Property	38,744.77
Sales	192.08
State	7,910.99
Total Taxes	83,122.04
Telephone	6,022.42
Trophies	3,734.19
Utilities	
Electric	17,795.27
Garbage	1,204.64
Gas	6,028.55
Water	3,092.96
Total Utilities	28,121.42
Total Expense	553,439.78
Net Ordinary Income	-2,540.25
Other Income/Expense	
Other Income	
Interest Income	26.33
Total Other Income	26.33
Net Other Income	26.33
Net Income	-2,513.92

File Number [REDACTED]

2000R22368

RECORDER'S OFFICE
MCLEAN COUNTY, IL
RECORDED ON

09-07-2000 1:30:33 PM

RUTH WEBER
RECORDER

REC. FEE: 15.00
PAGES: 4

Microfilm

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF
GAME TIME GYM II, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

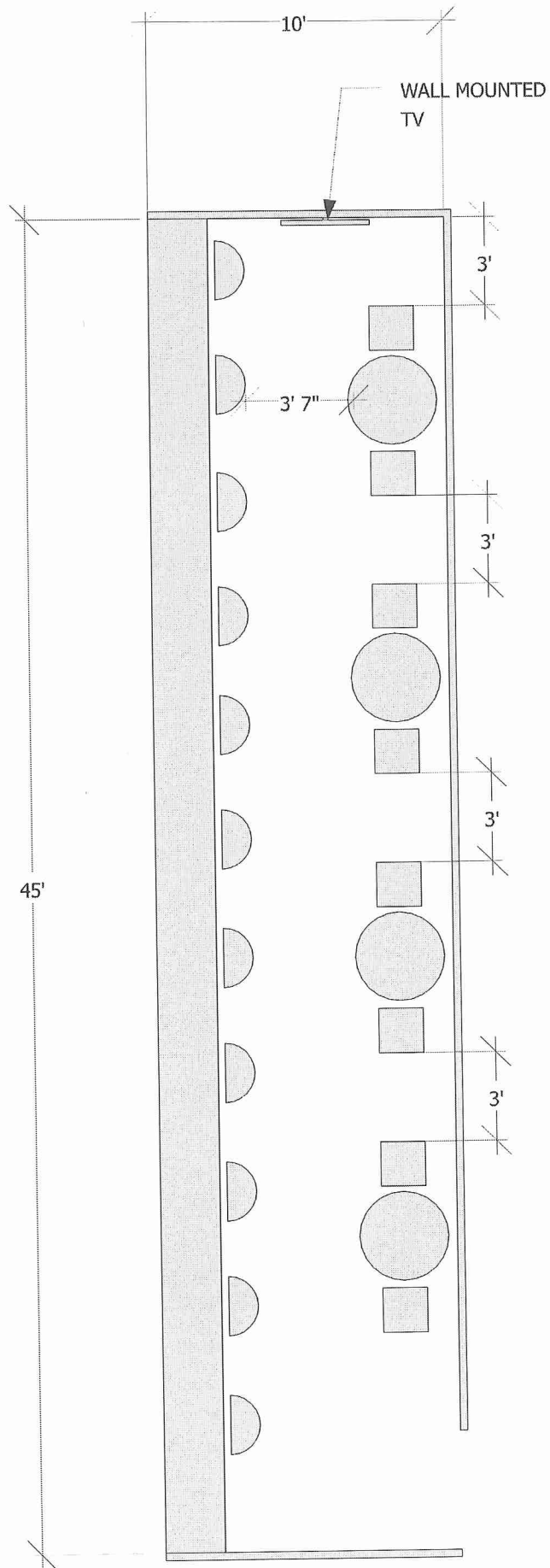
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 10TH day of JULY A.D. 2000 and of the Independence of the United States the two hundred and 25TH .



Jesse White

Secretary of State

Bar Area Map
Only



GAME TIME GYM II – Liquor Application – EXTRA INFORMATION

The area where the beer and wine will be sold has not been built out yet. We cannot afford to go through the expense of the remodel without assurance that the liquor license will be granted. The second floor “loft” area currently has batting cages and the area is approximately 45 feet in length and 10 feet in width. The area is wide enough to accommodate “viewing” seating on one side and small tables with stools on the other.

Although I do not have any experience with selling alcohol, I plan on using and relying on my daughter, Bailey McDowell as a resource. She was the director of Special Events at Baxters and can assist me.

I have taken the Bassett Course and have the certificate. I am currently looking for a new Manager at the Gym and we will also seek out a server who is 21 years or older who has already been Basset trained or who has experience serving alcohol.

I have included some photos of the furniture and equipment we intend on purchasing once approved. I have included photos of the 2 door cooler; small tables with stools; flooring to be installed; current view of the batting cages and what it looks like from below; photos of other facilities – Naperville, IL; Columbus, OH; Indianapolis, IN, Chicago, IL.

We are hoping to provide our current customers who are participants or spectators to stay and enjoy a beverage from Destihl Brewery. We hope to keep the beer selection small, such as Destihl and Anheuser-Bush.

Our business needs this in order to remain competitive in Bloomington. We are at capacity with programming and would like to find a way to keep our customers happy and we believe this is something we can do that will provide a better experience for our customers and attract additional participants.

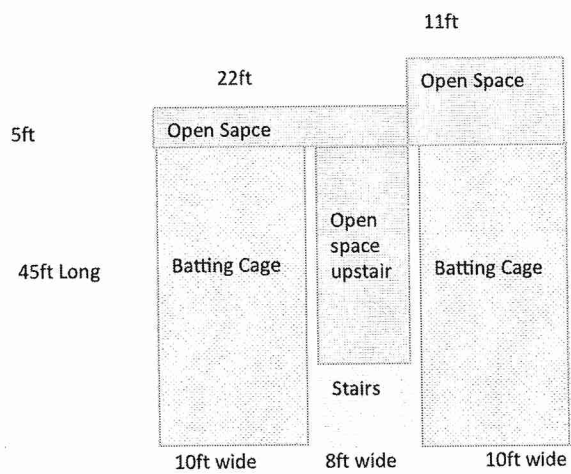
LARRY MCDOWELL

Stainless Steel 2 Door Cooler \$1100



<https://www.allenrefrigeration.com/Two-Door-Cooler.html>

Layout



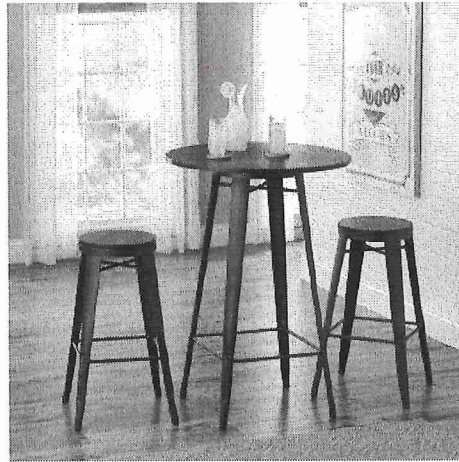
Distributors:

Lakeshore Beverage 309-662-1373

Destihl Anthony Carapaella 309-310-6554

Viewing Area:

Along Wall:



<https://www.walmart.com/ip/Better-Homes-and-Gardens-Harper-3-Piece-Pub-Set-Multiple-Colors/39195720?wmlspartner=wlpa&adid=2222222227028188378&wl0=&wl1=g&wl2=c&wl3=47277952112&wl4=pla-92751312992&wl5=9022129&wl6=&wl7=&wl8=&wl9=pla&wl10=8175035&wl11=online&wl12=39195720&wl13=&veh=sem>



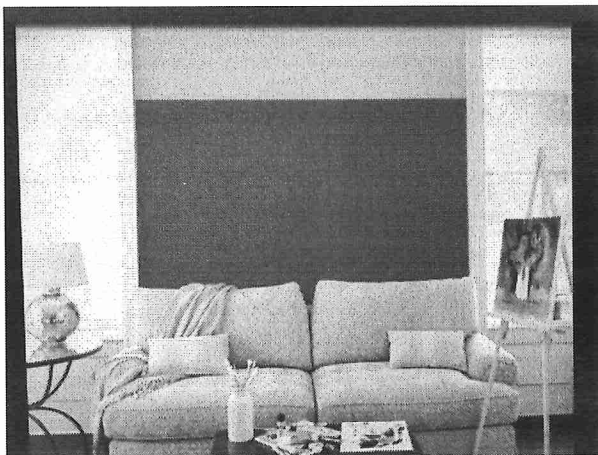
[https://www.target.com/p/3-piece-obsidian-bar-height-pub-table-set-with-bar-stools-wood-black-29-winsome/-/A-50724965?ref=tgt_adv_XS000000&AFID=google_pla_df&CPNG=PLA Furniture+Shopping&adgroup=SC Furniture&LID=700000001170770pgs&network=g&device=c&location=9022129&gclid=CjwKCAjw4avaBRBPEiwA_ZetYkGskaHYUa4sMqTznOcvv228KAvSmpPgZPF7OIQDxZZRWUfxzofwzRoCMQcQAvD_BwE&gclsrc=aw.ds](https://www.target.com/p/3-piece-obsidian-bar-height-pub-table-set-with-bar-stools-wood-black-29-winsome/-/A-50724965?ref=tgt_adv_XS000000&AFID=google_pla_df&CPNG=PLA_Furniture+Shopping&adgroup=SC_Furniture&LID=700000001170770pgs&network=g&device=c&location=9022129&gclid=CjwKCAjw4avaBRBPEiwA_ZetYkGskaHYUa4sMqTznOcvv228KAvSmpPgZPF7OIQDxZZRWUfxzofwzRoCMQcQAvD_BwE&gclsrc=aw.ds)

Long tables by court viewing area \$129



<https://www.hayneedle.com/product/winsome-trading-hanley-3-piece-pub-table-set.cfm>

Color Scheme: Gray and White Walls.

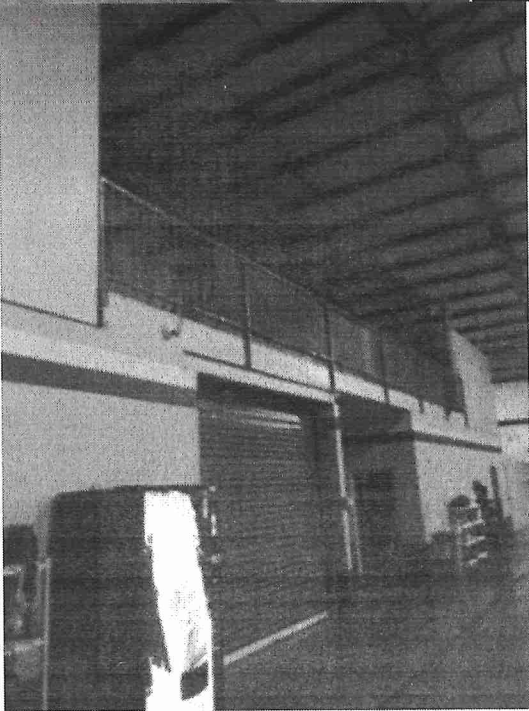


Grey Vinyl Flooring

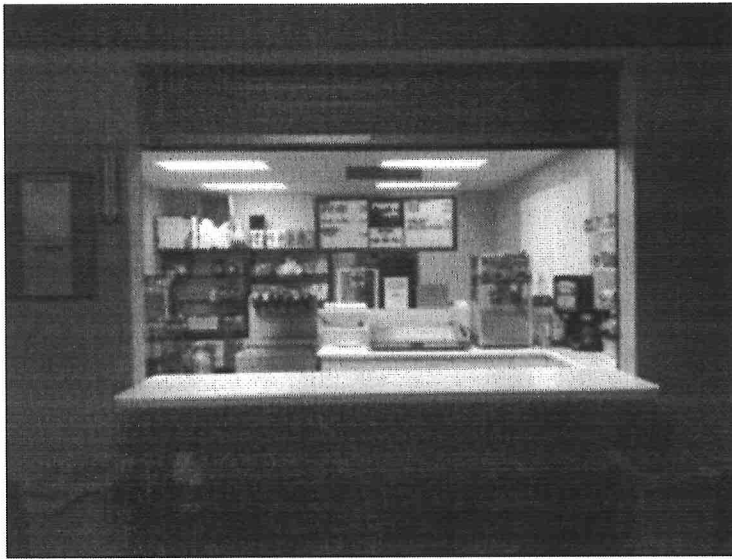


<https://www.menards.com/main/flooring-rugs/vinyl-flooring/vinyl-planks/hsc-reg-woodland-creek-self-adhesive-vinyl-plank-6-x-36-27-sq-ft-pkg/plk1106/p-1492669235295.htm>

Game Time Gym:



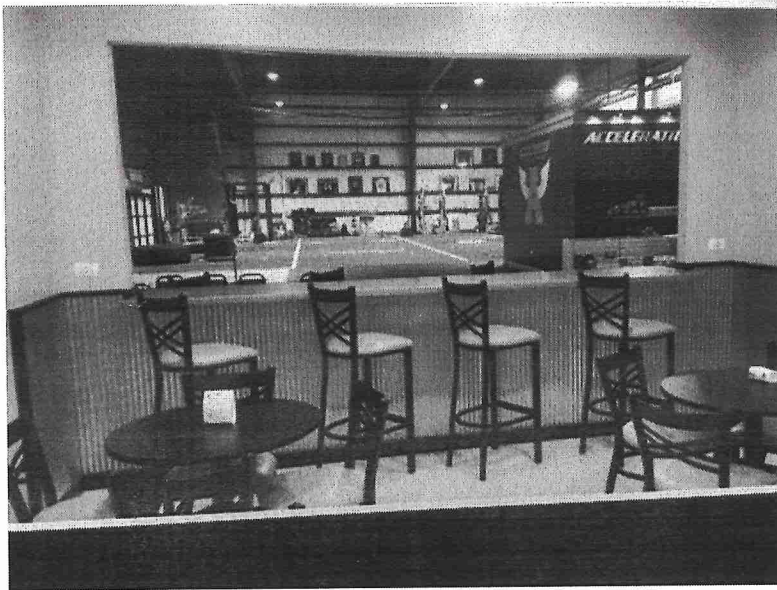
Taking batting cages out on
2nd floor and placing



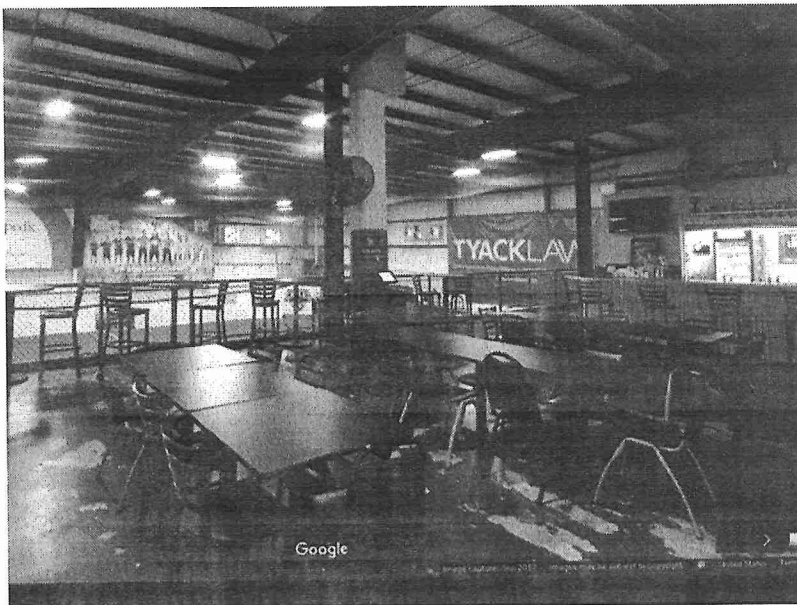
Indoor sports Facilities:

Players Indoor sports center
1740 Quincy Avenue
Naperville, Illinois 60540
PHONE: 630-470-6400





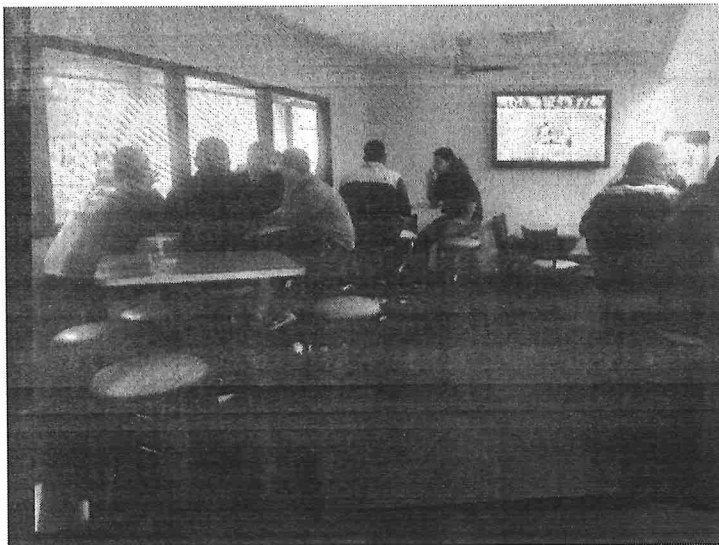
*Resolute Athletic Complex
3599 Chiller Lane
Columbus, OH 43219
614-337-4502*

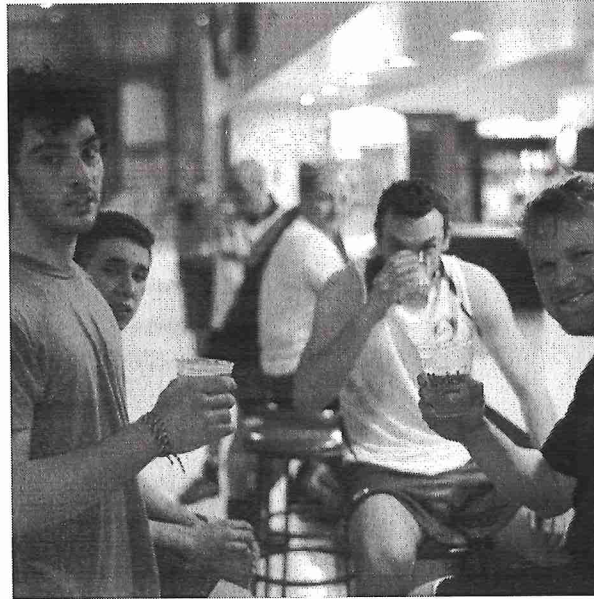


The Sports Zone Indy
6601 Coffman Rd; Indianapolis, IN 46268
317-293-2255



Chicago Indoor Sports
3900 S Ashland Ave, Chicago, IL 60609
(773) 376-2900





Game Time Gym Customer Base:

We have a lot of Adult programming:

- State Farm Womens Volleyball leagues
- State Farm Co Ed Volleyball leagues
- Country Companies Volleyball leagues
- Adult Mens Basketball leagues
- State Farm Basketball Leagues
- Country Company Mens Basketball League
- Adult Mens Soccer leagues
- Cricket Leagues
- Ultimate Frisbee league
- Rentals to Soccer teams

A lot of popularity with the adult teams to be able to have a drink before or after their games. Mainly a social environment. A lot of indoor facilities have alcoholic drinks available to their customers. Outdoor Sand Volleyball very popular at local businesses that serve alcohol. Game Time Gym is adding this to help improve our customer offerings and retain business in a smaller market.

Insurance:

Larry,

I have an indication for liquor liability this would be \$535 for a year and \$120 for a liquor bond. Let me know if you want to proceed.

<image001.jpg>

Serving Alcohol Operator License

Larry McDowell

has successfully completed the course

Illinois Alcohol Seller-Server

License Code

Verify online at
servingalcohol.com

Serving Alcohol Inc.

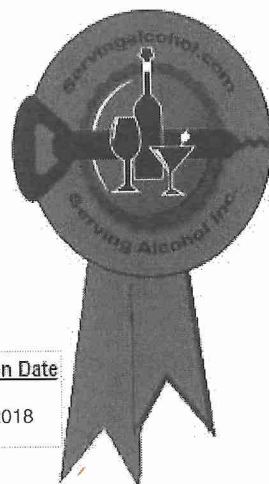
STATE OF ILLINOIS BASSET TRAINING PROGRAM
Beverage Alcohol Sellers and Servers Education and Training
LICENSE NUMBER: [REDACTED]

Persons completing this course acknowledge that it is illegal to sell, give or deliver alcoholic liquor to any person under the age of 21 years or to any intoxicated person. 625 ILCS 5/6-16(a)(1)

Persons completing this course acknowledge that it is illegal to sell, buy for, distribute samples of or furnish any cigar, cigarette, smokeless tobacco or tobacco in any of its forms to any minor under 18 years of age. 720 ILCS 675/680

Certification Date

Jul 20th, 2018



Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Illinois BASSET Card (Temporary)

Larry McDowell

Certification Date: Jul 20th, 2018

Certificate Code: [REDACTED]

Verify Online: servingalcohol.com

BASSET TRAINER: 12-5A-0100823

SERVING ALCOHOL INC
VALID FOR 30 DAYS

Student ID: [REDACTED] Date of Birth: [REDACTED]

After 30 days print your official BASSET card here: <https://mytax.illinois.gov/?Link=Basset>



NATIONAL REGISTRY OF FOOD SAFETY PROFESSIONALS®

CERTIFIES

LARRY A MCDOWELL

**HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE
FOOD SAFETY MANAGER
UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS**



6751 Forum Drive, Suite 220, Orlando, FL 32821
P (800) 446-0257 F (407) 352-3603 www.NRFSP.com
National Registry of Food Safety Professionals®

PRESIDENT:

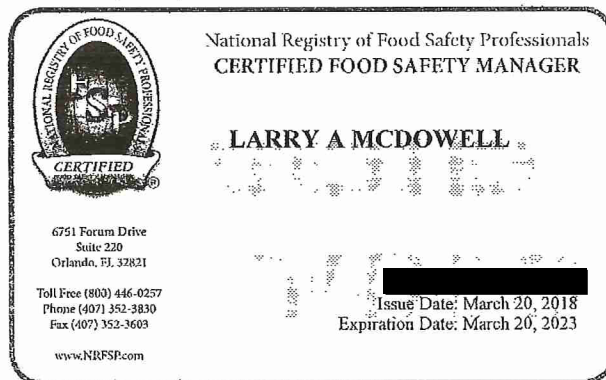
LAWRENCE J. LYNCH, CAE

ISSUE DATE: MARCH 20, 2018

EXPIRATION DATE: MARCH 20, 2023

Notification of Test Result

Scaled Test Score: 83
Candidate Status: Pass
Test Date: March 20, 2018



Congratulations! Attached is your certificate and wallet card. Please notify the National Registry of name or address changes at the address below.

LARRY A MCDOWELL

Preventing Contamination and Cross Contamination (*Competent*)
Ensuring Personal Hygiene and Employee Health (*Competent*)
Actively Managing Controls in a Food Establishment (*Competent*)
Monitoring the Flow of Foods (*Competent*)
Ensuring Product Time and Temperature (*Competent*)
Conducting Cleaning and Sanitizing (*Needs review*)
Physical Facility Design & Maintenance: Preventing & Controlling Pests (*Mastered*)

McLean County Health Department
200 W. Front St. Rm. 304
Bloomington, IL 61701
(309) 888-5482

EST #

Regular/Routine

** Type of Inspection

Permit

Category: Category II - Med

FOOD SAFETY INSPECTION REPORT

Name of Establishment: GAME TIME GYM II

Address: 404 OLYMPIA DR.

Phone: (309) 662-9520

Owner or Operator: GAME TIME GYM II, INC

City: BLOOMINGTON

Zip: 61704

Based on an inspection this day, the items marked below identify violations of Chapter 26, Food Service, of the McLean County Code. Failure to correct these violations within the time specified may result in permit suspension. An opportunity for appeal will be provided as outlined in the Code. The * denotes all CRITICAL items requiring immediate correction.

WT	X	R	C	Food	WT	X	R	C	SINGLE SERVICE ARTICLES
5				1. a) Approved source	1				25 Single service items properly stored, handled,
5				b) Wholesome, sound condition	2				26 Single service articles not re-used
1				2. Original container, properly labeled, consumer					WATER AND SEWAGE / PLUMBING
				Food Protection	5				27 * Water source safe: Hot & cold under pressure
5				3. a) Cold food at proper temperature during storage, display, service, transport, and cold holding.	4				28 * Sewage and waste water disposed properly
5				b) Hot food at proper temperatures	1				29 Plumbing installed and maintained
5				c) Foods properly cooked and/or reheated	5				30 * Cross-connections, back-siphonage, back-flow
5				d) Foods properly cooled					TOILET & HAND WASHING FACILITIES
4				4. * Facilities to maintain proper temperatures	4				31 * Number, convenient, accessible, designed, installed
1				5. Thermometers provided and conspicuously placed	2				32 Toilet rooms enclosed, self-closing doors, fixtures, repair, clean. Hand cleanser, sanitary towels/hand devices provided, proper waste receptacles, tissue
2				6. Potentially hazardous foods properly thawed					GARBAGE AND SOLID WASTE DISPOSAL
4				7. a) Cross-contamination, equipment, personnel, storage	2				33 Containers covered, adequate number, insect and proof, emptied at proper intervals, clean
4				b) Potential for cross-contamination, storage practices, damaged food segregated	1				34 Outside storage area clean, enclosure properly constructed, controlled incineration
4				c) Unwrapped food not re-served					INSECT AND RODENT CONTROL
2				8. Food protection during storage, preparation, display, service and transportation	4				35 * a) Presence of insects / rodents, Animals Prohibited
2				9. Foods handled with minimal manual contact	4				b) Outer openings protected from insects, rodent
1				10 In use food dispensing utensils properly stored transportation	4				c) No birds, turtles, other animals
				PERSONNEL					FLOORS, WALLS, AND CEILINGS
5				11 * Personnel with infections restricted	1				36 Floors properly constructed, clean, drained, good covering installation. Dustless cleaning methods
5				12 * a) Hands washed & cleaned, good hygienic practices	1				37 Walls, ceilings, and attached equipment, properly constructed, clean surfaces, Dustless cleaning
5				b) Proper hygienic practices, eating/drinking/smoking					LIGHTING
5				c) Proper glove user	1				38 Lighting provided as required. Fixtures shielded
5				d) Good hygienic practices - eating, drinking, smoking.					VENTILATION
1				13 Clean clothes, hair restraints	1				39 Rooms and equipment - vented as required
				FOOD EQUIPMENT AND UTENSILS					DRESSING ROOMS
2	1			14 Food contact surfaces designed, constructed, maintained, installed, located.	1				40 Rooms clean, lockers provided and used, clean
1	1			15 Non-food contact surfaces designed, constructed maintained, installed, located					OTHER OPERATIONS
2				16 Dishwashing facilities designed, constructed, operated (1. Wash 2. Rinse 3. Sanitize)	5				41 * a) Toxic items properly stored
1				17 Accurate Thermometers, gauges, test kits provided	5				b) Toxic items labeled and used properly
1				18 Pre-flushed, scraped, soaked	1				42 Premises maintained free of litter, unnecessary Cleaning and maintenance equipment properly kitchen restricted to authorized personnel
2				19 Wash, rinse water clean, proper temperature	1				43 Complete separation from living/sleeping area,
4				20 a) * Sanitizing concentration <u>100</u> PPM	1				44 Clean and soiled linen segregated and properly
4				b) Sanitizing temperature <u> </u> F <u> </u> F					CERTIFIED MANAGER
1				21 Wiping cloths clean, use restricted	0				45 MGR. McDowell, Larry
2				22 Food contact surfaces of equipment and utensils clean					I.D. 21446516
1				23 Non-food contact surfaces clean					Exp. Date 03/20/2023
1				24 Storage/handling of clean equipment, utensils					

Date 05/11/2018 Time: 9:50 AM In 10:20 AM Out

0 Criticals Found

0 Criticals Left Open

Score: 97 N/A

Re-Inspection Date:

EHS I.D. 11440

Received by:

Sanitarian:

HACCP Concept Reviewed:

Temperature Control

**McLean County Health Department
RETAIL FOOD SANITARY INSPECTION REPORT**

Establishment Name: GAME TIME GYM II

Date: 05/11/2018

TEMPERATURE OBSERVATIONS

Item	Location	Temp
1. gatorade	pepsi display ref	40.0
2. hot dog	pepsi display ref	38.0
3. bagged ice	chest freezer	0.0
4. pretzels	chest freezer	0.0

HACCP Topic

Temperature Control

TCS hot food and drink holding = 140 degrees and above

TCS cold food and drink holding = 41 degrees and below

GENERAL COMMENTS

PIC = Stan Chismark

Dishwashing = 3 compartment sink

Sanitizer = chlorine sanitizer at 100ppm with chlorine sanitizer test strips onsite

Thermometer = digital thermometer for food temperature checks.

Received by: *SC*

Sanitarian: *Keith Mays*

McLean County Health Department
RETAIL FOOD SANITARY INSPECTION REPORT

Establishment Name: GAME TIME GYM II

Date: 05/11/2018

PART 1: CRITICAL ITEMS

ITEM

These items relate directly to factors which lead to foodborne illnesses.

These items **MUST RECEIVE IMMEDIATE OR TWENTY FOUR (24) HOUR CORRECTION.**

Corrected

By

Received by:

SCX

Sanitarian:

Heidi Mays

**McLean County Health Department
DIVISION OF ENVIRONMENTAL HEALTH
FOOD SUPPLEMENTAL SHEET**

Establishment Name: GAME TIME GYM II

Date: 05/11/2018

PART 2: ESTABLISHMENT SANITATION, DESIGN, AND MAINTENANCE

ITEM	These items relate to maintenance of food service operation and cleanliness. These items are to be corrected by the next routine inspection or as stated.	Corrected By
14	Thick ice build up in chest freezer unit. Ice is also building up around lip to open making is hard to shut and get a good seal around door. Lack of good seal around chest freezer lid allows humid air to get inside causing more ice build up. Defrost chest freezer unit as needed.	Date 11/01/2018
15	Laminante piece falling off shelving in cabinet below hot dog roller. Reattach trim piece to cover exposed wood particle board under laminante shelving cover. Laminante surface is being worn away on some of shelving units in cabinets.	Date 11/01/2018

Received by:



Sanitarian:



**McLean County Health Department
DIVISION OF ENVIRONMENTAL HEALTH**

Establishment Name: GAME TIME GYM II

Date: 05/11/2018

Admin Questions

- | | | | | | | |
|--|-------------------------------------|-----|--------------------------|----|-------------------------------------|-----|
| 3. 1. Permit properly displayed? | ☒ | Yes | ☐ | No | ☐ | N/A |
| 3. 2. Hand contact documentation provided? | ☐ | Yes | ☐ | No | ☒ | N/A |
| 3. 3. Compliant w/ Smoke Free IL Act – Signs, no ashtray | ☒ | Yes | ☐ | No | ☐ | N/A |

Received by:



Sanitarian:



AUTOMATIC FIRE SPRINKLER1809 Industrial Park Drive
Normal, IL 61761Phone: 309-862-2724
Fax: 309-862-2914

SOA #

TM #

CUSTOMER'S P.O. #

☐ Quarterly ☐ Semi-Annual ☒ AnnualWORK DATE: 12/5/17

WORK AUTHORIZED BY: _____

WORK LOCATION: Game Time II
404 Olympia Drive
Bloomington, IL
61704

BILL TO: _____

Fire Sprinkler System Inspection Report (NFPA 25)

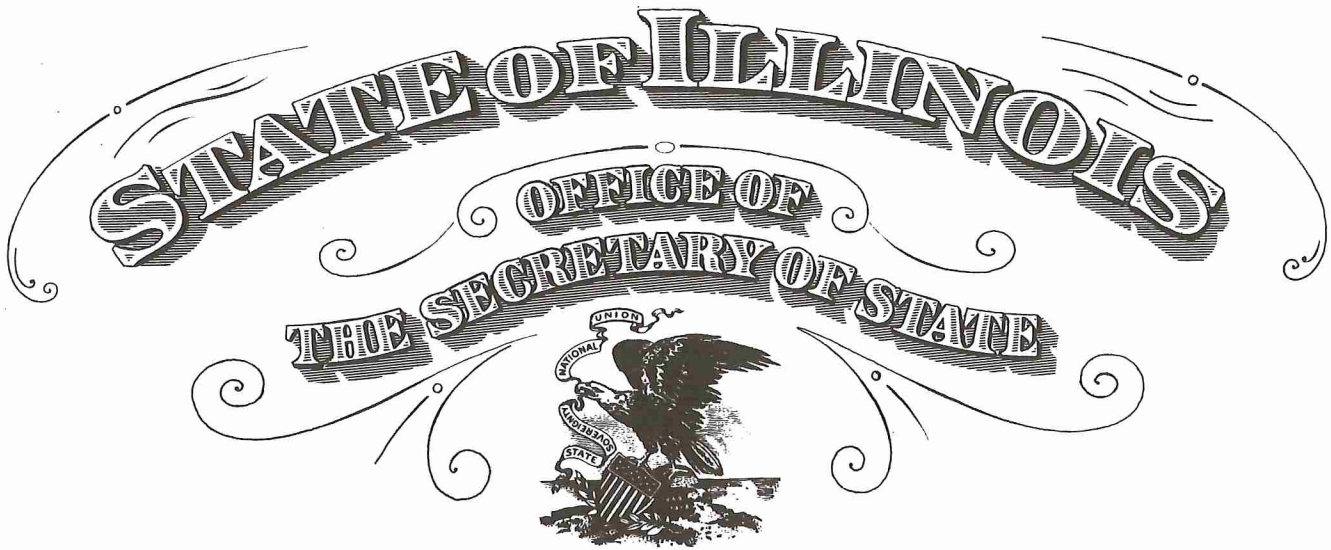
1. General Information	Yes	N/A	No
a) Is the building occupied?	☒		
b) Has building been free of fire since last inspection?	☒		
c) Is building completely sprinklered? <u>East Portion of Building NOT Sprinklered</u>			☒
d) Have there been changes that would affect fire protection system?			☒
e) Are proper clearances being maintained below sprinkler heads and around equipment?	☒		
f) Are there spare heads and wrenches available?	☒		
g) Are heads free from foreign materials including paint?	☒		
h) Does piping appear to be hung properly and free of leakage or external corrosion?	☒		
i) Are all gauges in good shape and less than 5 years old, or calibrated?	☒		
j) Are all Standard Response sprinklers less than 50 years old?	☒		
k) Are all Fast Response sprinklers less than 20 years old?		☒	
l) Are all Dry Type sprinklers less than 10 years old?		☒	
2. Water Supplies			
a) City Pressure <u>50</u> Tank Pressure <u>---</u> Fire Pump Pressure <u>---</u>		☒	
b) Water Flow Results Static Pressure <u>50</u> Residual Pressure <u>25</u>		☒	
c) Location of Test Pipe <u>Riser</u> Size of Test Pipe <u>2"</u>		☒	
d) Size of Water Main to System <u>10"</u> Size of Sprinkler Riser <u>3"</u>		☒	
3. Fire Department Connection, Pumps, and Tanks			
a) Are tanks, reservoirs, and fire pumps, in good condition and properly maintained?		☒	
b) Was fire pump operated and did it appear to be functioning properly?		☒	
c) Are fire department connections properly maintained, caps in place, couplings free?	☒		
d) Are fire department connection check valves water tight and connection accessible?	☒		
4. Control Valves			
a) Are all valves in their proper positions and supervised? <u>Chained & Locked</u>	☒		
b) Are all valves free from visual leakage and operating properly? (Fully exercised annually)	☒		
c) Are all valves properly labeled?	☒		
5. Supervisor Devices and Alarms <u>85 Seconds - Local Alarm Only</u>			
a) Number of Tamers <u>0</u> Flow Devices <u>1</u> Low Air Devices <u>0</u> Water Motor Gong <u>0</u>		☒	
b) Are all devices working properly?	☒		
c) Are all bells working properly and free from foreign debris?	☒		
6. Wet Systems, Foam Systems, and Anti-freeze Systems			
a) Does building appear to be properly heated?	☒		
b) Is inspector's test valve installed properly and draining sufficiently?	☒		
c) Foam solution test annually?		☒	
d) Anti-freeze solution type <u>---</u> Volume <u>---</u> Freezing Temp <u>---</u>		☒	

System Totals—Wet Systems: 1 Dry Systems: 0 Pre-action Systems: 0 Deluge Systems: 0 Anti-freeze Systems: 0Foam Systems: 0 Fire Pumps: 05 Year Inspection Due: 2021Attachments: Dry Pipe Report ☐ 5 Year Inspection Report ☐ Pump Test Report ☐ Recommended Action Report ☐Customer: Game Time IIDate: 12/5/17

Sign: _____

AFSCO Rep: Dan SpikerPrint: Mindy McDowellPrint: Dan Spiker UA#1157325

File Number



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

GAME TIME GYM II, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 10, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 11TH
day of JULY A.D. 2018 .

Jesse White

SECRETARY OF STATE

2002R17571

WARRANTY DEED

MC LEAN COUNTY

This Document
Prepared by
BENCKENDORF &
BENCKENDORF, P.C.
101 N.E. Randolph Ave.
Peoria, IL 61606

Mail to:

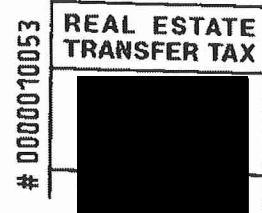
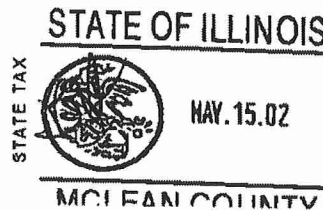
Game Time Gym, II
404 Olympia Dr.
Bloomington, IL 61704

BL
COUNTY STAMP TAX
PAID \$ 010.00

05-15-2002 1:47:11 PM

RUTH WEBER
RECORDER

REC. FEE: 1848.00
PAGES: 2



WARRANTY DEED

The Grantor, VIC ENTERPRISES, L.L.C., an Illinois limited liability company, of the County of Peoria and State of Illinois, for and in consideration of ONE (\$1.00) DOLLAR and other valuable consideration in hand paid, CONVEYS and WARRANTS to GAME TIME GYM II, INC., an Illinois Corporation, the following described real estate:

Lot 2 in Towanda-Barnes Business Park Subdivision, in the City of Bloomington, according to the Plat thereof recorded July 29, 1996, as Document No. 96-20009, in McLean County, Illinois;

Situated in the County of McLean and the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

P.I.N. 22-07-200-011

Commonly known as: 404 Olympia Drive, Bloomington, Illinois;

Subject to the general real estate taxes for 2001 and 2002 and thereafter and all valid easements, restrictions, reservations, conditions and covenants of record.

Dated this 10 day of May, 2002.

VIC ENTERPRISES, L.L.C.


DAVID A. BENCKENDORF, Managing Member

[REDACTED]

RON OLSON, Managing Member

[REDACTED]

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

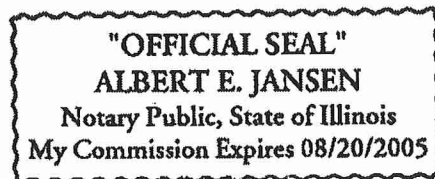
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAVID A. BENCKENDORF, a Managing Member of VIC ENTERPRISES, L.L.C., an Illinois limited liability company, and RON OLSON, a Managing Member of VIC ENTERPRISES, L.L.C. an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 10th day of May, 2002.

Albert E. Jansen
NOTARY PUBLIC

Mail tax statement to:

GameTimeGym, IT
404 Olympia Dr.
Bloomington, IL 61704



Socccercity



Ownership

Assessments

Permits

Characteristics

View Tax Bill

View Map

New Search

Additional Search

Parcel

Property Address

Use Code

Tax Code

Tax Rate

Multiplier

School Dis

NH

Lot Front

Lot Depth

Lot Shape

22-07-200-011	404-406 OLYMPIA DR	C 0060	4008	0.0830189	1	005	0	550	290	Rectangular
---------------	--------------------	--------	------	-----------	---	-----	---	-----	-----	-------------

SAME TIME GYM II, INC

404 OLYMPIA DR

BLOOMINGTON

L

51704

Last updated on 9/12/2002

Exemption Information

General	Senior	Freeze	HIE	Model Home	Dis Vet	Ret Vet	Ret Vet
0	0	0	0	0	0	0	0

Prev EAV

Assmt Yr

Land

Farmland

Building

Farm Bldg

Total

451070	2017 S/A	114758	0	336312	0	451070
--------	----------	--------	---	--------	---	--------

Last assessment change made by Assessor in 2016. Reason for Change:

COMMERCIAL REVALUATION

Sale Date

Sale Price

Ratio

Prev SD

Prev SP

5/10/2002	1220000	0	9/30/1996	239250
-----------	---------	---	-----------	--------

Sales Use

Commercial Building

Comments

RE-ANNEXED VALUE INC PP=\$170,000

Current Permit Information

Permit Date

Permit #

Permit Amt

Permit For

11/5/1996	BC960206	650000	BLDG & PARKING LOT
-----------	----------	--------	--------------------

TOWANDA-BARNES BUSINESS PARK
LOT 2

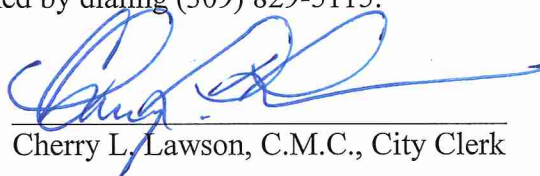
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, August 14, 2018 at 4:00 p.m. in the Council Chambers located at 109 E. Olive St., the Bloomington Liquor Commissioner will conduct a Public Hearing on the application of Game Time Gym II, located at 404 Olympia Drive, requesting an EBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.



Cherry L. Lawson, C.M.C., City Clerk

Publication Date: August 4, 2018, Pantagraph Newspaper

Customer Ad Proof

60072323 City of Bloomington

Order Nbr 8134

Publication BLM Pantagraph
Contact City of Bloomington
Address 1 PO BOX 3157
Address 2
City St Zip BLOOMINGTON IL 61702
Phone 3094342240
Fax 3094342802
Section Legals
SubSection
Category 0991 Legal Inside
Ad Key 8134-1
Keywords 8134 CITY OF BLOOMINGTON PUBLI
Notes

PO Number
Rate Open
Order Price 148.52
Amount Paid 0.00
Amount Due 148.52
Start/End Dates 08/04/2018 - 08/04/2018
Insertions 1
Size 47
Salesperson(s) Legals Rep
Taken By Donna Smedley

Ad Proof

8134 CITY OF BLOOMINGTON PUBLIC HEARING NOTICE

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Cherry L. Lawson, C.M.C., City Clerk

Publication Date: August 4, 2018, Pantagraph Newspaper

From: Amanda Mohan/Cityblm
To: Ashley Lara/Cityblm@Cityblm

Date: Wednesday, October 03, 2018 04:11PM
Subject: Fw: Game Time Gym

See below.

Sincerely,

Amanda Mohan

Records & Licensing Specialist

City Clerk's Office

(309) 434-2240 | cityclerk@cityblm.org

-----Forwarded by Amanda Mohan/Cityblm on 10/03/2018 04:11PM -----

To: Amanda Mohan/Cityblm@Cityblm
From: Candace Beer/Cityblm
Date: 09/28/2018 10:59AM
Cc: George Boyle/Cityblm@Cityblm
Subject: Game Time Gym

A liquor license inspection was conducted on August 15, 2018 at Game Time Gym. They have repaired the items listed on the notice from the fire inspection. These items included repairing some exit signs and emergency lights. From my understanding, Katie Simpson is handling the parking.

Candace Beer
Fire Inspector

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Human Resources, Public Works and Water Department

SUBJECT: Ratification of the Collective Bargaining Agreement between the International Association of Machinists, Aerospace Workers, Lodge 1000, and the City of Bloomington, as requested by the Human Resources, Public Works and Water Departments.

RECOMMENDATION/MOTION: The Collective Bargaining Agreement be ratified.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective: d. City services delivery in the most cost-effective, efficient manner.
 e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On March 23, 2018, Lodge 1000 and City staff began negotiating the terms for a successor collective bargaining agreement to replace the agreement which expired on April 30, 2018. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on all outstanding issues. The following reflects the agreed upon changes to the Collective Bargaining Agreement:

Wages – General wage increases, with retroactive pay in the first year, as follows:

May 1, 2018 2%
May 1, 2019 2%

Signing Bonus of \$400 per member.

Shift Differential Standardize shift differential at \$0.60 per hour.

Longevity Pay The parties agreed to change the structure of longevity pay for all employees hired into City employment on May 1, 2018, or later. It was agreed that longevity increases will no longer be included in an employee's base hourly rate and will not be recurring and compounding. The new longevity schedule will be paid in a one-time lump sum amount at the completion of each step as follows:

5 yrs – \$1,500 gross paid in a lump sum payment at the conclusion of the employee's 5th anniversary year.

10 yrs \$2,300 gross paid in a lump sum payment at the conclusion of the employee's 10th anniversary year.

15 yrs \$2,800 gross paid in a lump sum payment at the conclusion of the employee's 15th anniversary year.

20 yrs \$3,300 gross paid in a lump sum payment at the conclusion of the employee's 20th anniversary year.

25 yrs \$3,800 gross paid in a lump sum payment at the conclusion of the employee's 25th anniversary year.

30 yrs \$4,300 gross paid in a lump sum payment at the conclusion of the employee's 30th anniversary year.

Group Insurance – The following changes were made to insurance:

- Parties agreed to language that allows the City the exclusive right to make changes to carriers and alter or amend insurance plans. Union employees shall receive the same plan as non-bargaining unit employees.
- The parties agreed that Spouses/Domestic Partners who have access to medical insurance will be ineligible for City medical insurance ("ineligible spouses"). Effective in 2019, those grandfathered employees who have ineligible spouses on the plan upon ratification of the agreement will receive \$1,200 gross annually as long as the employee's spouse continues to be ineligible for City medical coverage.

Miscellaneous Items

- Include the ability to change from a weekly to a bi-weekly payroll.
- Memorialize in contract the current practice of providing a Physical Fitness Reimbursement of \$150 for a 12 month membership.
- Addition of overtime distribution language for Electricians.
- Clarified Uniform Language.
- Clarified reimbursement for IMSA and Water Certification License renewals.
- Modified agreement from 60 day to 90 day requirement for notice to bargain a successor contract.
- Modified the Union Dues Language to deduct dues twice a month.
- Personal Convenience (PC) Leave - PC time will no longer be paid at time of separation. PC accrual for new employees hired between November 1st and March 31st was reduced from 16 hours to 8 hours. Employees hired in April will be ineligible for such time until their annual accrual on May 1. These reductions will occur in the new employees first year of employment only.
- Updated list of positions that require a CDL license.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes an increase in wage tables by 2% effective May 1, 2018, and May 1, 2019. Estimated total cost of these wage increases during the term of the contract for full-time employees excluding longevity increases is approximately \$145,163. The FY2019 portion of this is approximately \$48K. The FY2019 effects of the one-

time \$400 Signing Bonus is estimated at \$14,400. These increases were not included in the FY2019 budget.

There is, however, an anticipated \$95,400 savings for FY2019 related to health insurance premiums and annual claim avoidance, due to an estimated 8 spouses enrolled in health insurance becoming ineligible for City plan coverage. This savings estimate includes the ineligible spouse payment of \$1,200. Such savings will be reoccurring. These savings, along with vacancies, are anticipated to offset the unbudgeted wage and bonus increases noted above.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Nicole Albertson, Human Resources Director
Robert Yehl, Water Director
Jim Karch, Public Works Director

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Legal Review By: Lisa Callaway, Engler Callaway Baasten, and Sraga, LLC

Recommended by:



Tim Gleason
City Manager

Attachments:

- Agreement

A G R E E M E N T

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LODGE 1000 OF THE INTERNATIONAL

ASSOCIATION OF MACHINISTS AND AEROSPACE

WORKERS, AFL-CIO

May 1, ~~2016-2018~~ - April 30, 201820

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A G R E E M E N T

This Agreement made and entered into this 1st day of May, 20~~16~~18, by and between the City of Bloomington (hereinafter referred to as the City) and Lodge 1000 of the International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to as the Union).

It is the intent and purpose of the parties that this Agreement will promote and improve the welfare of the City of Bloomington and its employees and that it will provide for harmonious relations between the City and its employees covered by this Agreement and the Union.

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit. The City recognizes the Union, its designated agents and representatives, its successors and/or assigns, as the sole and exclusive collective bargaining agent for all full-time employees covered by the classifications in the salary tables of this Agreement. Excluding supervisors, office clerical workers, probationary employees, seasonal employees, part-time employees, and all other employees of the City.

Section 1.2. Supervisor. The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct

them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Section 1.3. Rights of Individuals. Nothing contained in this Article shall abridge the rights of individual employees under Illinois law.

Section 1.4. Non-Bargaining Unit Employees. Other than provided in Article 22 Managed Competition, employees excluded from the bargaining unit will not perform work which is normally performed by bargaining unit employees for the purpose of displacing any such employee under the terms of this Agreement.

Section 1.5. Restricted Duty. When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by his physician or other competent recognized medical authority, the City may assign the employee to any restricted duty work available provided that:

- (1) every effort shall be made to provide such tasks within the bargaining unit; and
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to work outside Lodge 1000 for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay; and
- (3) seniority shall continue to accrue during the period of such restricted duty; and

- (4) any employee required to return to work under restricted duty and is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate; and
- (5) bargaining unit employees on restricted duty shall not be eligible for overtime; and
- (6) restricted duty shall not be assigned in a manner inconsistent with the Workers' Compensation Act.

At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period up to five hundred twenty (520) hours worked. At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee shifts may be required to be adjusted during the restricted duty assignment.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with pay to other more suitable duties.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check-off. Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of the employees covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable in the first and second pay period of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Secretary-Treasurer of Lodge 1000 within ten (10) days after the last deduction for the month has been made. Authorization cards shall be in the following manner:

AUTHORIZATION FOR PAYROLL DEDUCTION
TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby assign to Local Lodge 1000 of the International Association of Machinists and Aerospace Workers, and authorize and direct the City of Bloomington to deduct from wages due me each month, commencing with the month of _____, 20____, my monthly dues for membership in said Lodge 1000 in such amount as may be established from time to time by said Lodge 1000 in accordance with the Constitution of the International Association of Machinists and Aerospace Workers and communicated to said City and all amounts as provided during any month by the collective bargaining agreement or amendments between the City and Lodge 1000 then in effect. These deductions shall be

made payable to and remitted to the Financial Secretary of said Lodge 1000.

This assignment and authorization shall be irrevocable for a period of one (1) year from the date of the first payroll deduction pursuant to this authorization or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner, and shall automatically be renewed as an irrevocable assignment and authorization for successive yearly or applicable collective bargaining agreement periods thereafter, whichever is the lesser, unless I give written notice of revocation to the City of Bloomington and the Financial Secretary by certified mail of said Lodge 1000, between the 32nd and 30th day prior to the expiration of each yearly period or of each applicable collective bargaining agreement, whichever comes sooner.

Employee Signature

Section 2.2. Fair Share. The Union will determine the fair share for each employee; the Union assures the City that its fair share procedures are in compliance with all applicable laws and constitutional requirements.

Section 2.3. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 REPRESENTATION

The City will recognize a Shop Committee comprised of four (4) members of Lodge 1000, International Association of Machinists and Aerospace Workers. The Union will have the right to use an alternate Committee member in the absence of one or more of the Shop Committee members. This Committee, as official representative of the members of Lodge 1000 that work for the City, will handle with the City representatives, all matters pertaining to labor relations. One such committeeman will be designated as Chairman by the Union. The Shop Committee Chair or their designee will represent the employee(s) during their disciplinary and investigatory meetings.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1. Definition and Procedure. A grievance is a dispute or difference of opinion raised by one (1) or more employee against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. It is agreed that all grievances which may arise shall be handled in accordance with this procedure and that an earnest effort shall be made by both parties to settle promptly such grievances as may arise. The grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined. All grievances shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her Department Head, who is designated for this purpose by the City. The grievance shall be signed by both the employee and the Shop Committee Chair. The Department Head, or his or her representative, shall discuss the grievance within ten (10) business days with the Shop Committee Chair or their designee and the grievant(s) at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within ten (10) business days following their meeting.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) business days after the designated Department Head's answer in Step 1. A meeting between the Human Resources Director, and/ or his or her representative, and the Union Shop Committee, Business Agent and grievant(s) shall be held at a time mutually agreeable to the parties. The City will respond to such grievance in writing. The grievance response shall be signed by the Human Resources Director or his or her representative within ten (10) business days. The Union may elect to refer the grievance to arbitration as outlined in Section 4.2 Arbitration.

Section 4.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within five (5) business days after receipt of the City's answer in Step 2. The parties shall attempt to agree

upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and the Union representatives.

Section 4.3. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union, and shall have no authority to make his or her decision on any other issue not so submitted to him or her. The arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or ap-

plication of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding upon both parties.

Section 4.4. Expenses of Arbitration. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence or knowledge of the event giving rise to the grievance. No grievance decision, including an arbitration award, will provide for retroactive compensation for more than a maximum of thirty (30) business days prior to the date such grievance was filed, but in no case earlier than the date of occurrence of the events causing the grievance.

If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step, up to Step II. The time limit in each Step may be extended by mutual written agreement of the City and Union representative involved in each Step.

Grievances may be withdrawn at any Step of the Grievance Procedure without prejudice. Following a written response from

the City grievances not appealed within the designated time limit will be treated as withdrawn.

The term "business days" as used in this Article shall mean the days Monday through Friday.

Section 4.6. Investigation and Discussion of Grievance. All grievances, discussions and investigations shall take place in a manner which will not interfere with the operation of the City. An outside Union representative shall be permitted access for the purpose of investigating and discussing grievances upon prior notification to the Human Resources Director or his or her designated representative.

ARTICLE 5 DISCIPLINE AND DISCHARGE

Section 5.1. Discipline. Any employee who is discharged or given a disciplinary suspension shall be given in writing the reason for such discharge or disciplinary suspension, a copy of which shall be given to the Union immediately. In the event any disciplinary action or discharge is going to take place, the City will notify the employee one (1) hour in advance to allow him or her the opportunity to contact and have the appropriate Union representation present at that meeting. The City retains the right to take immediate action in the event health or safety of the employee or other employees or the public is involved.

Section 5.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension. Grievances involving an employee's discharge or disciplinary suspension shall commence at Step 2 of the Grievance Procedure.

Section 5.3. Remedial Authority of Arbitrator in Disciplinary Cases. Should it be found that an employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and paid for time lost, as determined by the arbitrator, less any outside earnings since the discipline or discharge.

Section 5.4. Alcohol and/or Illegal Drugs Policy. It is the policy of the City of Bloomington that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as to not violate any established rights of the employees.

Section 5.5. Prohibitions. Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business;
- (b) illegally selling, purchasing or delivering any drug during the workday or on the employer's premises;

- (c) being under the influence of alcohol or illegal drugs or drugs or other substances of any kind that may impair an employee's ability to work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 5.6. Drug and Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the workday as specified in Section 5.5 Prohibitions, above, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least, two (2) non-bargaining unit supervisory personnel must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 5.11 Discipline below and those outlined under DOT standards. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

Section 5.7. Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, an employee and Shop Committee Chair will be notified of the objective facts and reasonable inferences drawn from those

facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given. No questioning of the employee concerning the use of drugs or alcohol shall be conducted without first affording the employee the right to Union representation. However, the consultation with the Union will not delay or impede the testing process. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may have.

Section 5.8. Tests to be Conducted. In conducting the testing authorized by this Agreement, the City shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the HHS/SAMHSA;
- (b) insure that the laboratory or facility selected conforms to all HHS/SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient

amount to be reserved for later testing if requested by the employee;

- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such

testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;

- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of the State of Illinois Motor Vehicle legal limit or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 5.9. Right to Contest. The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall

commence at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 5.10. Voluntary Requests for Assistance. The City shall take no adverse employment action against an employee who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require reassignment of the employee with pay if he or she is then unfit for duty in his or her current assignment. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 5.11. Discipline. In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse

employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his or her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit

the City's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 5.12. Post Accident Testing.

Post Equipment Accident Testing. As soon as practical following an accident involving a vehicle driven by or equipment operated by a bargaining unit employee, the employee shall be tested for alcohol and controlled substances in the manner set forth by this Article:

- (1) If the accident involved the loss of human life; or
- (2) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) One or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Post Injury Testing. An employee will be required to be tested for alcohol and controlled substances as soon as practical following an on the job accident or injury that has a recommendation of medical attention by a third party or receipt of medical care at a healthcare facility.

An accident covered by this section shall be deemed to satisfy the reasonable suspicion standard.

ARTICLE 6 NO STRIKE AND NO LOCKOUT

Section 6.1. No Strike. During the term of this Agreement, neither the Union nor any employees or agents will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, picketing, or any other intentional interruption of the operations of the City. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 6.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 7 HOURS OF WORK

Section 7.1. Application of this Article. This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 7.2. Regular Workweek. The regular workweek shall consist of forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City to serve the citizens of the City. The regular workweek shall consist of five (5) consecutive eight (8) hour workdays. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a regular workday. For purposes of this Section, a twenty-four (24) hour period as applied to continuous operations shall commence at the beginning of the first shift as designated by the Department Head.

The hours of the regular workweek may be changed by mutual agreement between the employee and the Department Head. However, for crew work, all members of the work crew must agree to alternate work hours before the hours will be changed. Hours for employees (excluding Water Plant Operators and the late shift Water Meter Service employee) will be from 7:00 a.m. to 3:30 p.m. This does not diminish the City's rights to direct the workforce.

In addition, the Union and City agree that there will be a transition period when changing jobs through a successful bid. In that transition period the City will be allowed to adjust the employees shift. Every effort will be made for the employee to work a 40 hour week. However, it may result in the employee's inability to work 40 hours due to the fact they would be required to take a day off to avoid working more than five (5) consecutive days.

Section 7.3. Overtime Pay. Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week; or in excess of five (5) consecutive days.

Section 7.4. Distribution of Overtime Work. So far as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be distributed among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required, starting with the most senior employee qualified to do the work in the job classification,

and continue down the seniority list in whichever of the following groups is applicable:

- (1) electricians
- (2) water distribution crew
- (3) meter readers
- (4) meter room
- (5) mechanics in town
- (6) lake mechanic maintenance crew, including the operations assistant
- (7) lake facilities
- (8) water plant operators at Lake Bloomington
- (9) pump station maintenance
- (10) laboratory

For employees classified as Chief Electricians and Electricians overtime opportunities will be offered to employees within their respective department first.

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Relief Operators at Lake Bloomington shall be eligible for overtime work in Groups 6 and 8; they may exercise seniority or lack of seniority in Group 8 and last group worked in. Relief Operators in town shall be eligible for overtime work in Groups 2, 3, 4 and 9; they can exercise seniority or lack of seniority in Group 9 and last group worked in.

Operators followed by the Laboratory Technician shall be eligible for overtime in Group 6 if sufficient mechanics and/or relief operators are not available, provided he/she is not scheduled to begin work within four (4) hours.

Operations Assistant shall be eligible for overtime in Group 6 and 10; they can exercise seniority or lack of seniority in Group 6 and last group worked in.

Distribution main breaks for Lake Bloomington area are the responsibility of Lake Parks employees. Any transmission breaks south of the water plant grounds and in town are the responsibility of Water Distribution Crew. If assistance is needed, the source will come from the Distribution Crew. For the purpose of any overtime at the Lake, seniority will be exhausted before asking downtown and the same process will apply for downtown to the Lake. For Distribution main breaks in town work will be performed by employees in Group 2. If additional employees are needed employees in Group 9 followed by Group 7 will be eligible for call-ins.

If there are not enough qualified employees who volunteer for the overtime work which, in the City's judgment is necessary, then the most junior employees in the job groups who are qualified to do such work shall be required to work overtime starting with the most junior of such employees. The following conditions apply:

1. Employees taking more than eight (8) hours of leave time will not be eligible for overtime from the beginning of a shift where he/she is scheduled for leave to the end of the shift on the last day that he/she is off on a scheduled leave.

2. Any employees on sick leave at the end of a work shift shall not be eligible for overtime for 16 hours after their shift ends.
3. One primary number will be called to schedule overtime.

None of the foregoing shall be construed so as to prohibit the City from scheduling and requiring an entire department and/or shift to work overtime. The City shall not be required to break in on work in progress or change an employee's shift.

If more than one person is called out from a work group for overtime the senior person will be responsible for the Crew and will receive Crewleader pay as long as one of the employees do not hold the Crewleader position.

Section 7.5. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

Section 7.6. Call-in Pay. An employee called back to work after having gone home shall receive a minimum of three (3) hours work or pay. An employee thus called back to work will receive one and one-half (1½) times his straight time hourly rate of pay for any hours worked outside his normal shift hours. Employees must report for such call in assignments within 60 minutes of accepting such assignment. The three (3) hour minimum provision of this

section shall not apply where an employee is called back to work and he or she:

- a) begins such call-back work less than three (3) hours prior to his or her normal shift hours; and
- b) works continuously until the beginning of his or her normal shift hours.

Mandatory training and/or meetings, employees will be compensated for time required to be in attendance. Employees will be paid for a minimum of one (1) hour of overtime (if eligible) with no less than one week notice.

Section 7.7. Meal Breaks and Rest Periods. Employees shall receive one-half ($\frac{1}{2}$) hour as an unpaid meal break per shift. Employees shall receive two (2) fifteen (15) minute paid rest periods per shift, to be taken fifteen (15) minutes at a time at employees discretion any time during the first half of the employee's shift, and the second fifteen (15) minutes to be taken at any time during the second half of the employee's shift. Work crews, subject to the approval of the Superintendent of Water Resources or the Superintendent of Water Purification, may combine the two (2) rest periods into a rest period one-half ($\frac{1}{2}$) hour long if all persons on the work crew agree to combining the rest periods. Water Plant Operators shall receive paid meal breaks one-half hour long and two (2) fifteen (15) minute rest periods, which may be taken at such time as circumstances permit, so long as the operators remain at the Water Treatment Plant at all times. Break times will start and end on or at the job site.

ARTICLE 8 HOLIDAYS

Section 8.1. Number of Holidays. The following days are Holidays:

New Year's Day	Veteran's Day
M.L.King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	1/2 Day New Year's Eve

Section 8.2. Holidays on Weekends. The City Manager will determine the holiday schedule. For employees whose job involves an around-the-clock shift, the actual day of the holiday shall be observed. If a holiday or the day designated by the City as the holiday falls on an employee's first day off, then the first preceding work day shall be recognized as the holiday. If a holiday or the day designated by the City as the holiday falls on an employee's second day off, then the first following work day shall be recognized as the holiday. Employees with non-traditional schedules may request within 30 days from a designated holiday to adjust their holiday schedule. The change must be by mutual agreement of the employee and the Department Head.

Section 8.3. Holiday on Scheduled Workday. Employees who are required to work on their observed holiday shall be granted, at the employee's option, either a workday of leave or shall be paid for the time worked in accordance with the rules governing overtime. Holiday time must be taken within ninety (90) calendar days

of the holiday or the day designated by the City as a holiday. If time is not taken within the 90 calendar day period it will be paid to the employee.

Section 8.4. Eligibility for Holiday Pay. In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave or excused absence, as determined by the Department Head, on either or both of said days.

ARTICLE 9 VACATIONS

Section 9.1. Eligibility for Vacations. Employees who have been employed by the City for a period of at least one (1) year shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacations</u>
1 year but less than 2 years	1 week
2 years but less than 8 years	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 20 years	4 weeks
20 years or more	5 weeks

Section 9.2. Eligibility Requirements. In order to be eligible for vacation benefits, an employee must have worked at least a total of 1040 hours during the twelve (12) calendar month period during his or her anniversary year. Employees who fail to qualify be-

cause they have not worked a total of 1040 hours during their anniversary year shall be paid vacation pay or allowed vacation time off on the basis of one-twelfth (1/12th) of their total vacation pay for each one hundred thirty (130) hours worked during their anniversary year.

Vacation credits shall accrue to those employees who are on leave paid by the City (such as sick leave or injury leave, but excluding disability leave).

Section 9.3. Vacation Pay. For each week of vacation, an employee shall be entitled to an allowance of forty (40) hours' pay at his or her straight-time hourly rate of pay.

Section 9.4. Vacation Scheduling. Vacations must be taken within the year in which they are due (within one (1) year of the employee's anniversary date of hire) unless an exception is granted by the Department Head in writing. Employees are required to fill out a written application stating their first and second choices for their vacation period and submit the application to the supervisor at least thirty (30) days prior to the beginning of the calendar year. Vacation periods shall be set by the supervisor with due regard to seniority and consistent with the requirements of efficient operation of the City. Employees choosing not to submit their vacation requests as stated above may make their requests at least one (1) full business day prior to the requested date. Such requests shall be granted on a first come first served basis and shall not take precedence over those requests made

above and shall only be granted based on the operating needs of the appropriate division.

Should working conditions warrant, the supervisor shall have the right to cancel an employee's vacation and request him or her to submit a new date for his or her vacation, provided the supervisor notifies the employee of his or her decision at least thirty-one (31) days in advance of the beginning of the previously approved vacation period. Requests for vacation period changes by employees shall not be considered by the supervisor unless the employee desiring such a change has submitted his or her request for such change to the supervisor at least two (2) weeks in advance of the beginning of his or her previously approved vacation period, with the exception that, with legitimate reason and the approval of the employee's immediate supervisor, an employee may be allowed to take up to five (5) vacation days upon twenty-four (24) hours' notice to his or her immediate supervisor.

Section 9.5. Separations and Reinstatements. Employees who give reasonable notice of their intention to voluntarily resign and employees who are dismissed for incompetence or inefficiency not involving personal misconduct are entitled to receive any vacation credit earned as of the date of resignation or dismissal. Any vacation credit earned by an employee who dies while still employed by the City shall be paid to the spouse or the estate of said employee. Any employee who is reinstated following separation

or termination of employment shall be considered as a new employee for vacation purposes.

Section 9.6. Vacation Carryover.

Employees shall be allowed to carry over one-half (1/2) of his or her earned vacation to the following year.

ARTICLE 10 SENIORITY

Section 10.1. Probationary Period. Each employee shall be considered a probationary employee for his or her first one hundred twenty (120) working days of continuous service after which his or her seniority shall date back to his or her last date of hire in the bargaining unit classifications identified in the salary tables of this Agreement. An employee's last continuous date of hire will be used to determine leave benefit accruals and longevity. There shall be no seniority among probationary employees and they may be laid off, discharged or otherwise terminated at the sole discretion of the City. Non-full-time employees hired after May 1, 2010 will use their full-time date of hire to determine longevity and leave accrual rates.

Section 10.2. Seniority Principle. In all cases of promotions and layoffs when working forces are being decreased and recalls when working forces are increased, where employees are substantially equal in ability, which includes physical fitness, length of service in the bargaining unit in continuous City employment shall

be the determining factor. Any determination made by the City on an employee's ability and physical fitness may be challenged by the employee and processed through the Grievance Procedure article of this Agreement.

Section 10.3. Consolidation or Elimination of Jobs. Non-probationary employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities, adoption of an automated process, shall be assigned to an equal or lower-rated job classification in accordance with the seniority principle of this Article.

Section 10.4. Reduction in Forces. Layoffs and recalls will be implemented according to Section 10.2 Seniority Principle, above. Employees removed from the affected classifications pursuant to Section 10.2 Seniority Principle, shall exercise their seniority, as defined in Section 10.1 Probationary Period and Section 10.2 Seniority Principle in any other classification in which they can perform work or can become qualified to perform work within ninety (90) working days if such seniority is great enough to obtain a job. The employee so displaced shall be the least senior employee in the classification. Employees bumped from any classification in accordance with these provisions shall exercise their seniority in the same manner in any classification in which they perform the work or can become qualified to perform work within

ninety (90) working days. In the case of probationary employees, they shall be the first employees displaced.

Section 10.5. Promotions and Job Vacancies. Whenever a job vacancy develops or is expected to develop, the job will be posted within five (5) business days whenever practical in a location designated by the City for a minimum of five (5) days exclusive of Saturdays, Sundays and Holidays for bid for the employees covered by this Agreement. Said vacancy shall be filled within one (1) month whenever practical. If more than one (1) employee bids for the vacancy, the City shall select the successful applicant in accordance with Section 10.2 Seniority Principle.

Employees with seniority may apply for posted job vacancies. Employees shall not be permitted to make more than one (1) successful bid in the exact position (job classification, days and hours) during any six (6) month period. Employees awarded a job posting will receive a qualification period of up to ninety (90) calendar days from the effective date of their transfer. During the qualification period, the employee must be able to demonstrate the basic requirements of the job with reasonable instruction. Employees who are so qualified cannot disqualify themselves once qualification occurs.

Any employee who accepts a promotion in accordance with the provisions of this Section and fails to demonstrate his or her ability to perform the work involved shall be transferred to the job classification from which he or she was promoted, displacing the

employee, if any, who replaced him or her without loss of seniority.

Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until an employee is transferred in accordance with this Section.

Section 10.6. Non-application of Seniority Rights Within Classifications. Seniority does not give employees any preference for particular types of work within their job classification or to places of work, machines or equipment.

Section 10.7. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (1) quits; or
- (2) is discharged; or
- (3) is absent for three (3) consecutive days without notifying his or her immediate supervisor;
or
- (4) is on layoff for six (6) months plus one (1) additional month for each year of service up to a maximum of five (5) years. Seniority shall accumulate during such absence; or
- (5) is laid off and fails to report to work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report

if the employee has a justifiable reason for delay; or

- (6) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be reestablished if the employee can show that extraordinary circumstances prevented his or her timely return; or
- (7) any employee who is transferred or promoted to a position (whether or not supervisory) within the City, which is excluded from the bargaining unit, shall have the privilege of returning to his/her former position or its equivalent without loss of seniority, provided he/she so returns within the first fifteen (15) calendar days following such transfer or promotion.

Section 10.8. Seniority List. Once each six (6) months the City will furnish the Union with an up-to-date seniority list.

ARTICLE 11 WAGES AND ECONOMIC BENEFITS

Section 11.1. Wages. Effective May 1, 20~~16~~18, the straight-time hourly wage rates for the employees covered by this Agreement will be increased by 2.~~25~~% over the May 1, 20~~15~~17 wage table. Said new rates are attached as Appendix B and C.

Effective May 1, 20~~17~~19, the straight-time hourly wage rates for the employees covered by this Agreement will be increased by ~~1.75~~2% over the May 1, 20~~16~~18 wage table. Said new rates are attached as Appendix D and E.

Section 11.2. Cost-of-Living Protection. For the purpose of this Section, the Consumer Price Index (CPI) refers to the Revised Consumer Price Index for Urban Wage Earners & Clerical Workers--U.S. City Average--All items (1967 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor.

Section 11.3. Longevity Pay. Employees hired prior to April 30, 2019, shall receive in addition to the regular hourly rate, the following longevity plan will apply:

After 5 years of service	-	5%
After 10 years of service	-	7%
After 15 years of service	-	9%
After 20 years of service	-	11%
After 25 years of service	-	13%
After 30 years of service	-	15%

Anyone hired into City employment on May 1, 2019 or later shall not be eligible for longevity pay on their hourly rates. Excluded from the above longevity eligibility schedule are those currently or previously working in a part-time or seasonal capacity. The following longevity schedule shall apply to all full-time employees hired on or after May 1, 2019.

5 years - \$1,500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year.

10 years - \$2,300 paid in a lump sum payment at the conclusion of the employee's 10th anniversary year.

15 years - \$2,800 paid in a lump sum payment at the conclusion of the employee's 15th anniversary year.

20 years - \$3,300 paid in a lump sum payment at the conclusion of the employee's 20th anniversary year.

25 years - \$3,800 paid in a lump sum payment at the conclusion of the employee's 25th anniversary year.
30 years - \$4,300 paid in a lump sum payment at the conclusion of the employee's 30th anniversary year.

Section 11.4. Uniforms.

New employees shall receive six (6) full sets of work apparel which include pants, shirts and/or t-shirts and two (2) (light or heavy weight) jackets or sweatshirts. The City will, at the employee's election, furnish two (2) Car-Hart type bibs ~~coveralls~~, in lieu of regular coveralls. All items thereafter will be replaced on a wear-out basis according to the established allotment in the current contract for new employees. New employees in lieu of being reimbursed may request to have their work apparel purchased by a supervisor. New employees are required to identify which items they would like purchased during non-working hours. Items shall be placed on hold and later purchased by the Supervisor. New employees are limited to a single store for the purchase of all items.

Following the initial disbursement of work apparel, items will be replaced on a wear out basis according to the established allotment in the current contract for new employees. The employee shall provide to the Supervisor the item in question for reimbursement. Such item will not be returned to the employee. If approved, the employee will be reimbursed for the full amount with a current receipt.

It is understood that the cleaning, pressing, and laundry of said uniforms is the responsibility of the individual employee. Employees will not be allowed to shop on City time. Employee's should be clean and neat in appearance, wearing clothes and footwear suitable for their work and properly attired for their respective work environment. Some positions require long pants and safety certified boots as identified in Section 18.4 Safety Shoes. All attire shall be clean, with no holes, tears, etc. No slogans, profanity or gestures (or implied) advertisements of alcohol, tobacco or illegal substances will be allowed.

Where work conditions, including weather, require gloves, including lined leather gloves, the City will purchase, furnish, and replace gloves on a wear-out basis.

Section 11.5. Transportation for Meter Readers. Meter readers will be furnished transportation on their routes.

Section 11.6. Shift Differential. Any employees assigned to work the first (11:00 p.m.-7 a.m.) or third (3:00 p.m. -11:00 p.m.) or late afternoon shifts shall receive thirty five cents (\$.35) sixty cents (\$.60) per hour in addition to their hourly rate as set forth above. ~~Employees assigned to work the first shift shall receive forty cents (\$.40) per hour in addition to their hourly rate as set forth above.~~

Section 11.7. New Jobs. If a new job is created which would normally be occupied by a member of the bargaining unit during the life of this Agreement for which no wage rate exists, the par-

ties shall meet for the purpose of discussing the wage rate which should be applicable to the new job.

Following the discussion, the City shall establish the rate of pay for the new job based upon a comparison of the duties, tasks, and responsibilities of the new job to the duties, tasks, and responsibilities of existing jobs occupied by members of the bargaining unit. Should the Union feel that the new rate is unreasonable based upon the comparative duties, tasks, and responsibilities, a grievance may be filed at the response Step 2 level. If the grievance is processed through arbitration, the decision of the arbitrator as to the new job rate shall be based upon a comparison of the duties, tasks, and responsibilities of the new job to those existing jobs occupied by members of the bargaining unit.

All existing classifications will remain in effect for the term of this Agreement. Wage rates for such classification shall be in accordance with Appendixes B-E.

Section 11.8. Flex Cash Participation. Nothing contained in this Agreement, particularly the wages provided for herein, is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay under the Agreement pursuant to a salary reduction agreement in order to participate in the City's Flex-Cash Plan.

Section 11.9. Out of Classification Pay. In the absence of the Lake Facilities Crewleader, Water Maintenance Crewleader, Wa-

ter Meter Crewleader, Mechanic Crewleader and Chief Electrician for more than two (2) hours the next employee in that seniority line will be eligible for out of classification pay. Out of classification pay will be the difference between the employee's normal hourly rate and the rate of the classification they are working.

Should a supervisor direct an employee to perform work for more than two (2) hours in length in a position above their current rate of pay, they will be paid the difference between the employee's normal hourly rate and the rate of the classification they are working. Should the employee be directed to perform work of a lower rated position the employee shall not have their wages reduced.

Section 11.10. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the ~~Finance~~ Human Resources Department. Upon receiving 60 days' notice from the City employees' pay shall be changed from a weekly to a bi-weekly pay period.

Section 11.11. -Physical Fitness Reimbursement

The City will pay up to one hundred and fifty dollars (\$150) towards the annual (12 month period) dues at any physical fitness center designated by the City. Employees must submit a receipt verifying their annual (12 month period) membership payment in order to be eligible.

ARTICLE 12 LEAVES OF ABSENCE

Section 12.1. Sick Leave.

Sick Leave Base and Accrual. Employees will be eligible for sick leave for their injury or illness or the injury or illness of a spouse or child. Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. Sick leave accrual shall run concurrently with the anniversary date of the employee and will be accrued at a rate of eight (8) hours each month up to a maximum of one hundred twenty (120) days or for those employees hired after December 31, 2016 sixty days (60) days.

Accelerated Accrual. Whenever an employee depletes all but eighty (80) hours of sick leave by reason of one serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a healthcare provider, the employee upon return to full duty shall accrue sick leave at the rate of two and one-half (2½) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2010 through their career with the City. Employees requesting rapid accrual will do so in writing upon their return to full duty. This language will be effective upon ratification of the contract.

Absence of More Than Three (3) Consecutive Days. For an absence of more than three (3) consecutive days, unless sick leave

abuse is suspected, Human Resources will require the employee to submit a statement from a health care provider stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse or child which causes an absence by the employee of more than three (3) consecutive days unless sick leave abuse is suspected, Human Resources will require a statement from a health care provider stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. Human Resources may investigate said absences as to whether the employee, spouse or child is sick and the employee is thus unable to perform the duties of his or her employment. If the report shows that the employee was so incapacitated and if the report is approved by both the employee's Department Head and the Human Resources Director, the employee shall be entitled to sick leave pay in accordance with the paragraph immediately above on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

The Human Resources Director may require the employee to submit to an examination by a physician designated by the City at no cost to the employee. An employee taking sick leave shall notify his or her supervisor no later than (1) hour before his or her

scheduled starting time, informing the supervisor of his or her intent to take sick leave that day.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are earned.
5. using sick leave and engaging in activities during the employee's normal work hours which indicated ability to work.

Retirement Health Saving Plan Eligible employees shall convert sick leave to a Retirement Health Saving Plan. Employees hired before March 25, 2013 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee shall convert accumulated unused sick leave up to a maximum of

1440 hours (960 hours of regular sick leave plus up to 480 hours of Supplemental Sick Leave) at their final hourly rate. The rate of conversion will be one hundred percent (100%) of any hours of accumulated unused sick leave. In order to be eligible for the 100% conversion, employees must contribute 100% of their eligible sick leave to the Retirement Health Saving Plan. An employee need not have a full Regular Sick Leave bank to have it paid out at 100%. Regardless of the amount of Regular Sick Leave hours in an employee's bank, the maximum amount of Supplemental Sick Leave payable to them will be 480 hours. Any remaining sick leave will be eligible to be used as Creditable Service for IMRF.

Sick Leave for Creditable Service. At the time of retirement, all unused sick leave accumulated pursuant to this Section shall constitute creditable service as provided in Section 7-139 of the Illinois Pension Code (Ill. Rev. Stat. Ch. 108½, Sec. 139), unless the employee uses his or her option to receive such unused accumulated sick leave as a lump sum payment as set forth elsewhere in this Section.

Employees, hired on or prior to December 31, 2016, who have accumulated the maximum sick leave accrual of one hundred twenty (120) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual

over one hundred twenty (120) days shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days is required to use sick leave which reduces the one hundred twenty (120) day amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee again accrues one hundred twenty (120) days of sick leave.

Employees, hired after December 31, 2016, who have accumulated the maximum sick leave accrual of sixty (60) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of one hundred twenty (120) sick days. It is understood between the parties that such additional accrual over sixty (60) days shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of sixty (60) days is required to use sick leave which reduces the sixty (60) days amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee again accrues the sixty (60) days of sick leave.

Sick Leave and FMLA To the extent that such employee or family members injury or illness qualifies as a serious health con-

dition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Section 12.2. Injury Leave.

Injury Leave. All employees who are otherwise eligible for sick leave and are injured on the job shall be paid to the extent of forty-five (45) working days for each new and separate injury, in addition to the use of sick leave. After all injury leave is used, the employee may elect to use any sick leave, vacation or earned time due him or her at the time of injury. An employee's eligibility for payment of injury leave will be dependent upon a determination of the Illinois Industrial Commission, or by the applicable court if an appeal is taken from the Illinois Industrial Commission. An employee injured on the job shall be paid during his or her time of temporary total disability in addition to temporary total disability benefits under the Workers' Compensation Act, an amount which when added to his or her temporary total disability check equals the amount of his or her regular paycheck less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work.

Period Not Covered by Workmen's Compensation. Charges shall be made against sick or injury leave accrued for any waiting period not covered by Workers' Compensation.

Use of Sick Leave and Vacation. After the payment and use of forty-five (45) days, charges shall be made against sick leave accrued, if any, and the employee may elect to use his or her accumulated vacation after sick leave accrued is used. Employees who elect to use accrued benefits will receive six (6) hours job injury pay and two (2) hours charged to their accrued benefits for each eight (8) hours the employee remains on job injury leave.

Contested Injuries. Charges may be made against sick leave accrued, if any, in any case where the City is contesting that the injury occurred on the job. In the event that the Industrial Commission determines in favor of the employee, sick leave so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

Reports. All employees who are injured on the job must file an injury report with their Department Head the day of the accident. The City may require the injured to be seen by a licensed physician and a release to work shall be obtained.

No Effect Upon Workers' Compensation Act. The provisions of this Section shall not conflict with an employee's rights under the Workers' Compensation Act.

Section 12.3. Military Leave. Military Leave shall be granted in accordance with applicable law.

Section 12.4. Civil Leave. Any full-time employee who is called for jury duty will be eligible for civil leave and shall be excused from work for the hours/days on which he or she serves. He or she shall receive, for each day of civil leave on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of service and of the amount of pay received therefore.

Section 12.5. Bereavement Leave. Any eligible employee may be absent from work for a period of up to three (3) working days due to a death in the immediate family. In the administration of this section, immediate family is defined as: mother; father (which includes stepparents or legal guardians); mother-in-law; father-in-law; husband; wife; sister; brother; sister-in-law; brother-in-law; child or stepchild; grandchild or step grandchild; or grandparents (on both sides). Department Heads shall have the authority to grant bereavement leave in hourly increments for situations other than listed above.

A non-probationary full-time employee shall be excused from work without loss of pay for such time as needed to serve as a pallbearer at the funeral of any retired or current Lodge 1000 member. This provision shall not apply to honorary pallbearers.

Section 12.6. Personal Convenience Leave. Each full-time employee will be granted 16 hours of Personal Convenience Leave each fiscal year on May 1st (May 1 – April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour or more at the convenience of the employee subject to the discretion of the Department Head. Personal Convenience Leave may not be accumulated from one fiscal year to another. Personal Convenience Leave will not be paid out at the time of separation ~~for employees with less than one year service.~~ New employees hired prior to October 31st of the fiscal year will be granted 16 hours of Personal Convenience Leave. Employees hired between November 1st and March 31st shall receive 8 hours of Personal Convenience Leave. Employees hired after March 31st will not be eligible for Personal Convenience Leave in the fiscal year in which they are hired.

Section 12.7. Inclement Weather. Employees may contact the Water Director if they are unable to report for work to their primary work location due to severe snow or ice conditions and they are requesting reassignment to another work location. If the Water Director determines there is available work and equipment, the employee shall report to the Division Street or Water Plant Facility, as directed.

In the event, the Water Director determines work is not available or the employee is unable to report to either location due

to severe weather the employee may be granted an unpaid excused absence for the day.

Section 12.8. Emergency Leave. Employees may be eligible for up to eight (8) hours of Emergency Leave per fiscal year. Emergency Leave may be granted for a situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action. Such leave shall be at the Department Heads discretion and may be granted in fifteen (15) minute increments. Emergency Leave is not intended to be used in situations in which sick leave would be applied.

Section 12.9. FMLA and ADA. The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA, and both parties agree to work together to comply with both of the Acts. Effective January 1, 2015 qualifying FMLA events will run concurrent with leave time, as permitted by FMLA. Employees will be responsible for obtaining the necessary FMLA paperwork.

Section 12.10. Wellness Day. In the spirit of promoting wellness employees will be eligible for one day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at any time during the next fiscal year with approval of their Department Head. Wellness Days cannot be rolled over into future years. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

Section 12.11. Union Leave of Absence. In the event an employee accepts a full-time position with the Union, he or she may request an unpaid extended leave of absence from the City Manager. Such request shall not be unreasonably withheld. The City Manager may grant an unpaid leave of absence to an employee who has been in the bargaining unit for not less than one (1) year for such a period as he sees fit not to exceed five (5) years. Only one employee may request such extended Union Leave of Absence at a time. Upon return from an extended Union Leave of absence the employee returning will be placed in the least senior union employee's position for which the returning employee is qualified. Employees taking an extended Union Leave of Absence shall continue to accrue seniority, not longevity or City credits for leave time as described below.

In addition, employees can request an unpaid union leave of absence from the Department Head for a maximum of thirty (30) days per calendar year, consecutive or not, to attend official union business provided that the request is submitted at least two (2) weeks in advance, if at all possible. A determination will be made by the Department Head based on the staffing and operational needs of the department. A request for this leave shall not be unreasonably withheld. An employee who returns to work from a leave of absence shall return to his or her former job. Only two employees may request such unpaid leave of absence (max 30 days) at a time.

Employees on an unpaid union leave may not accrue sick leave, vacation leave or personal days for the duration of their leave. Employees may opt to continue City health insurance coverage, including dependent coverage, by paying the total cost of such coverage for the duration of their leave. Continuation of other benefits will be governed in accordance with the terms of each benefit plan. Employee's anniversary date will be adjusted accordingly.

During the employee's approved leave of absence, their position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of another bargaining unit employee.

ARTICLE 13 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities;

provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement.

ARTICLE 14 GENERAL PROVISIONS

Section 14.1. No Discrimination. Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, sex, race, age, color, religion, or national origin.

Section 14.2. Union Activity. The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 14.3. Removal of Adverse Material. Any records of discipline may be used for a period of time not to exceed three (3) years from the issuance of discipline. After three (3) years the information shall remain in the employee's personnel file but shall become null and void. After this time employees can request to have records removed from their personnel file. Such records shall be produced as required for litigation and for responses to Freedom of Information Act requests.

ARTICLE 15 UNION BULLETIN BOARDS

The City will make available one bulletin board at each of the Water Department's installations to be used for the posting of no-

tices of Union meetings, Union elections, and other official Union activities provided, however, that no notices of a political or inflammatory nature shall be posted. All notices will be submitted to the Department Head for posting.

ARTICLE 16 GROUP INSURANCE PLAN

Health Insurance. ~~The City will provide at least one health plan. If more than one plan is offered, the City will provide for an annual period during which employees may choose to switch between health plans.~~

The City shall provide such insurance plans for all such employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The City reserves the exclusive right to change carriers, alter or amend the insurance plans based on changes in coverage or insurance cost. Employees covered by this Agreement will, however, during the term of this Agreement, receive the same insurance plan coverage as other eligible non-bargaining unit City employees. The City reserves the right to introduce and eliminate additional medical insurance options, in addition to those that exist upon the ratification of the 2018 Agreement, at its sole discretion.

The City will contribute for all full-time employees as follows:

The City agrees to pay seventy five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for dependent coverage ~~Employee +1 and Family~~ for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter “ineligible spouses”) will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2018 contract ratification date will be grandfathered (see Appendix F).

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City medical care plan for the entire medical plan year. Once a grandfathered employee’s spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

Dental Insurance. The City will offer a group dental insurance plan. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%)

of the dental premium for dependent coverage. In any year in which the total amount of dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Dental Insurance Plan.

Vision Insurance. The City will offer a group vision insurance plan. The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage. In any year in which the total amount of vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Vision Insurance Plan.

Life Insurance. The City agrees to provide \$50,000 in group term life insurance for full-time employees.

~~Changes to Insurance. In any year in which the total amount of medical/dental/vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plans.~~

~~—The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City's~~

~~Group Health Insurance, Dental and Vision plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.~~

ARTICLE 17 PENSION PLAN

Employee pensions shall be as regulated by the Illinois Municipal Retirement Fund.

ARTICLE 18 SAFETY

Section 18.1. Safety Apparel Furnished. When the City requires safety devices and special protective wearing apparel, it will be furnished without cost to the employees except as noted below.

Section 18.2 Safety Committee. The parties agree to have a joint safety committee which shall include at least two (2) members of the bargaining unit Water Department, one from the lake and one from in town, and one (1) member from the bargaining unit Public Works Department. The Union will provide in writing to the Department Heads the members appointed to the Department Lodge 1000 Safety Committee. This Committee shall make recommendations including but not limited to conditions which do not meet OSHA standards.

Section 18.3. Unsafe Equipment or Conditions. An employee may refuse to operate any unsafe vehicle or equipment or work in abnormally dangerous conditions; provided, that such employee shall immediately notify his or her supervisor of the nature of the

unsafe condition of the vehicle or equipment or the nature of the abnormally dangerous condition.

Section 18.4. Safety Shoes. The City will pay \$300 each May to employees on payroll for the purpose of purchasing safety boots or walking shoes. The Electricians and Chief Electricians shall have ASTM 2413-11 I/75 C/75 "EH" rated shoes. All other employees with exception of Meter Readers shall have ASTM 2413-11 I/75 C/75 rated shoes. Employees are not allowed to shop on City time.

ARTICLE 19 CELLPHONES

The City, at its option, may provide cell phones to employees.

ARTICLE 20 LICENSES AND CERTIFICATIONS

Section 20.1. Bonus to Employees Obtaining CDL's. The City agrees to make a one-time payment of Thirty Dollars (\$30.00) to employees covered by this Agreement if such employee obtains a Commercial Driver's License (CDL). A photocopy of the CDL will be delivered to the Human Resources Department as verification for payment. Employees who have received a Thirty Dollar (\$30.00) CDL bonus under the 1990-1992 Agreement shall not be eligible for any additional Thirty Dollar (\$30.00) bonus.

Section 20.2. Renewal of a CDL License. The City agrees at the time of renewal of a CDL license they will reimburse the em-

ployee the difference in cost of a CDL license and the cost of a regular driver's license.

Section 20.3. Positions that require a CDL License.

The following positions covered under this Agreement are required to maintain a CDL license: Chief Electrician, City Electrician, Water Maintenance Crew Leader, ~~Assistance Water Maintenance Crew Leader~~, Water Maintenance Worker, Pump Station Maintenance Relief, Pump Station Maintenance Crewleader, Mechanic Crewleader, Utility Worker, Lake Facilities Crew Leader and Equipment Operator I. This Section does not prevent the City from requiring a CDL License for existing or new positions in the future.

Section 20.4. Assignments Requiring Class "A" CDL. Any time the City requires pulling or moving a piece of City equipment which requires a Class "A" license for operation, the City shall limit the assignment of this task to persons having their Class "A" license using the seniority principle as set forth in Section 10.2 Seniority Principle of this Agreement.

Section 20.5. Costs of Securing a Class "A" CDL. In the event that no existing employee covered by this Agreement secures a Class "A" CDL voluntarily, the City has the right to request that an employee obtain a Class "A" CDL. The City will make the request considering the seniority principle and the needs of the Depart-

ment. The City agrees to pay one hundred percent (100%) of the costs of the Class "A" CDL secured in this circumstance.

Section 20.6. Use of Other City Employees for CDL Purposes.

In the event that equipment needs to be moved or pulled that requires the Class "A" CDL to operate and, for whatever reason, an operator is not available using an employee covered under this Agreement, the City may utilize any other City employee having such license. The assignment outside the bargaining unit is not grievable.

Section 20.7. Bonus for Actual Driving Time for CDL Equip-

ment. The City agrees to pay the operator of equipment requiring the Class "A" CDL a bonus of Two Dollars (\$2.00) over the base rate for such actual driving time as is required to complete the move, and further guarantees a minimum of one (1) hour of bonus pay.

Section 20.8. Water & IMSA Certification Pay. The City will pay Water Department employees represented by this Agreement 10 cents per hour to an employee that has a Class "D" Water Certification License and an additional 10 cents per hour for an employee that has a Class "A" Water Certification License. The City will pay Electricians represented by this Agreement 10 cents per hour for an IMSA level one certification and an additional 10 cents per hour for an IMSA level two certification. The City agrees to reimburse the employee for the cost of the renewal of their Water and IMSA certifications.

Section 20.9. Colilert Certification. The City will pay Laboratory Technician, Water Plant Operators and Water Plant Operators/Relief -20 cents per hour upon receiving their Colilert Certification. This certification is a requirement of the above listed position. Employees must obtain such certifications within six (6) months of their date of transfer into the above listed positions or during their probationary period whichever is greater. Employees who currently hold one of the above listed positions are not required to hold this certification unless they vacate the position.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, representatives of Lodge 1000 shall meet monthly with management of the Water and/or Public Works Department upon request from either party. Meetings shall be scheduled at a time, place and date mutually agreed upon. These meetings may be attended by a representative of the International Association of Machinists and Aerospace Workers, AFL-CIO.

ARTICLE 22 MANAGED COMPETITION

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the parties recognize that in the interests of efficiency or economy, a managed competition process may be implemented. After evalu-

ation through the managed competition process if the City chooses an option which results in a significant deviation from past practice and where the implementation of the process will result in the layoff of one or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to negotiate the decision to subcontract such work, provided:

(a) If the Union desires to negotiate, it shall provide the City with written notification no later than ten (10) business days following receipt of the City's notice. Failure to timely request negotiations will entitle the City to proceed with subcontracting.

(b) Such negotiations shall begin not less than ten (10) business days following the date the City receives the Union's demand to bargain under this Section, unless mutually agreed otherwise.

(c) Such negotiations conclude not later than sixty (60) calendar days after the City's original notice to the Union, absent mutual agreement otherwise. Absent conclusion of such negotiations in a timely manner, the City may proceed to implement such decision.

The impact or effects of such decision have been pre-bargained and the parties have agreed that any non-probationary employee who is laid off as a result of the City's decision to subcontract out work pursuant to this Article shall:

(a) Be paid for any earned but unused vacation and personal days. In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff;

- (b) Remain on the City's recall list for a minimum of two (2) years plus one (1) additional month for each year of service up to a maximum of five (5) years. Seniority shall accumulate during such absence.
- (c) Be eligible to bid on posted City positions while on the recall list and provided the employee has the required knowledge, skill and ability be given preference over non-City applicants and current non-full time employees, provided such is not in violation of any City collective bargaining agreement.

Nothing herein is intended to erode the layoff provisions contained elsewhere in this Agreement.

ARTICLE 23 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have

been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes of law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25 TERM OF AGREEMENT

If during the term of this Agreement, any issues arise that require a change or adjustment in an Article(s) of this Agreement, the parties will sit down and negotiate to a mutually agreed settlement. The issue will then be taken back to the membership for ratification. Upon ratification it will become a part of the Agreement.

This Agreement shall become effective on May 1, 2016~~18~~, and shall remain in full force and effect until April 30, 2018~~20~~, and shall be automatically renewed from year to year thereafter unless written notice of desire to terminate or modify said Agreement is given by either party ~~sixty (60) days~~ ninety (90) days prior to the expiration date set forth above or each yearly period thereafter, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their
hands this _____ day of ~~August~~ October, 20168.

LODGE 1000 OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO:

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

CITY OF BLOOMINGTON, ILLINOIS:

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

APPENDIX “A” Letter of Understanding – Job Description and Qualifications

The City of Bloomington and the International Association of Machinists and Aerospace Workers, District 9, agree to meet no later than 3 months from the signing of the 2018 Collective Bargaining Agreement to discuss job descriptions and qualifications for positions covered in this Agreement.

APPENDIX “B” Wage Table - May 1, 2018

Lodge 1000									
Wage Tables Effective 5/1/2018									
For Employees hired after July 17, 2014									
			Base	5	10	15	20	25	30
OPERATIONS ASST			\$ 24.38	\$ 25.60	\$ 26.09	\$ 26.57	\$ 27.06	\$ 27.55	\$ 28.04
UTILITY WORKER			\$ 25.48	\$ 26.75	\$ 27.26	\$ 27.77	\$ 28.28	\$ 28.79	\$ 29.30
WTR MTR READER			\$ 26.20	\$ 27.51	\$ 28.03	\$ 28.56	\$ 29.08	\$ 29.61	\$ 30.13
EQUIPMENT OP I			\$ 26.45	\$ 27.77	\$ 28.30	\$ 28.83	\$ 29.36	\$ 29.89	\$ 30.42
WTR MNT WRKR			\$ 26.45	\$ 27.77	\$ 28.30	\$ 28.83	\$ 29.36	\$ 29.89	\$ 30.42
PUMP STAT MAINT			\$ 27.50	\$ 28.88	\$ 29.43	\$ 29.98	\$ 30.53	\$ 31.08	\$ 31.63
WTR METER SERV			\$ 27.50	\$ 28.88	\$ 29.43	\$ 29.98	\$ 30.53	\$ 31.08	\$ 31.63
ASST MNT CRWLDR			\$ 28.46	\$ 29.88	\$ 30.45	\$ 31.02	\$ 31.59	\$ 32.16	\$ 32.73
LAB TECH			\$ 28.84	\$ 30.28	\$ 30.86	\$ 31.44	\$ 32.01	\$ 32.59	\$ 33.17
WTR PLANT OP			\$ 28.84	\$ 30.28	\$ 30.86	\$ 31.44	\$ 32.01	\$ 32.59	\$ 33.17
WTR PLANT OP/R			\$ 28.84	\$ 30.28	\$ 30.86	\$ 31.44	\$ 32.01	\$ 32.59	\$ 33.17
LAKE FAC CRWLDR			\$ 29.10	\$ 30.56	\$ 31.14	\$ 31.72	\$ 32.30	\$ 32.88	\$ 33.47
MECHANIC			\$ 29.69	\$ 31.17	\$ 31.77	\$ 32.36	\$ 32.96	\$ 33.55	\$ 34.14
WTR MNT CRWLDR			\$ 30.03	\$ 31.53	\$ 32.13	\$ 32.73	\$ 33.33	\$ 33.93	\$ 34.53
WTR METR CRWLDR			\$ 30.44	\$ 31.96	\$ 32.57	\$ 33.18	\$ 33.79	\$ 34.40	\$ 35.01
PMP STN CRLDR			\$ 31.73	\$ 33.32	\$ 33.95	\$ 34.59	\$ 35.22	\$ 35.85	\$ 36.49
MECHANIC CRWLDR			\$ 31.73	\$ 33.32	\$ 33.95	\$ 34.59	\$ 35.22	\$ 35.85	\$ 36.49
CTY ELECTRICIAN			\$ 32.14	\$ 33.75	\$ 34.39	\$ 35.03	\$ 35.68	\$ 36.32	\$ 36.96
CHF ELECTRICIAN			\$ 35.40	\$ 37.17	\$ 37.88	\$ 38.59	\$ 39.29	\$ 40.00	\$ 40.71
* Employees hired on or after May 1, 2019 will not be eligible for longevity pay to be included in their hourly rate.									

APPENDIX “C” Wage Table - May 1, 2018

Lodge 1000								
Wage Tables Effective 5/1/2018								
For Employees hired prior to July 17, 2014								
		Base	5	10	15	20	25	30
OPERATIONS ASST		\$ 26.16	\$ 27.47	\$ 27.99	\$ 28.51	\$ 29.04	\$ 29.56	\$ 30.08
UTILITY WORKER		\$ 27.34	\$ 28.71	\$ 29.25	\$ 29.80	\$ 30.35	\$ 30.89	\$ 31.44
WTR MTR READER		\$ 28.14	\$ 29.55	\$ 30.11	\$ 30.67	\$ 31.24	\$ 31.80	\$ 32.36
EQUIPMENT OP I		\$ 28.39	\$ 29.81	\$ 30.38	\$ 30.95	\$ 31.51	\$ 32.08	\$ 32.65
WTR MNT WRKR		\$ 28.39	\$ 29.81	\$ 30.38	\$ 30.95	\$ 31.51	\$ 32.08	\$ 32.65
PUMP STAT MAINT		\$ 29.51	\$ 30.99	\$ 31.58	\$ 32.17	\$ 32.76	\$ 33.35	\$ 33.94
WTR METER SERV		\$ 29.51	\$ 30.99	\$ 31.58	\$ 32.17	\$ 32.76	\$ 33.35	\$ 33.94
ASST MNT CRWLDR		\$ 30.55	\$ 32.08	\$ 32.69	\$ 33.30	\$ 33.91	\$ 34.52	\$ 35.13
LAB TECH		\$ 30.97	\$ 32.52	\$ 33.14	\$ 33.76	\$ 34.38	\$ 35.00	\$ 35.62
WTR PLANT OP		\$ 30.97	\$ 32.52	\$ 33.14	\$ 33.76	\$ 34.38	\$ 35.00	\$ 35.62
WTR PLANT OP/R		\$ 30.97	\$ 32.52	\$ 33.14	\$ 33.76	\$ 34.38	\$ 35.00	\$ 35.62
LAKE FAC CRWLDR		\$ 31.24	\$ 32.80	\$ 33.43	\$ 34.05	\$ 34.68	\$ 35.30	\$ 35.93
MECHANIC		\$ 31.88	\$ 33.47	\$ 34.11	\$ 34.75	\$ 35.39	\$ 36.02	\$ 36.66
WTR MNT CRWLDR		\$ 32.25	\$ 33.86	\$ 34.51	\$ 35.15	\$ 35.80	\$ 36.44	\$ 37.09
WTR METR CRWLDR		\$ 32.68	\$ 34.31	\$ 34.97	\$ 35.62	\$ 36.27	\$ 36.93	\$ 37.58
PMP STN CRLDR		\$ 34.08	\$ 35.78	\$ 36.47	\$ 37.15	\$ 37.83	\$ 38.51	\$ 39.19
MECHANIC CRWLDR		\$ 34.08	\$ 35.78	\$ 36.47	\$ 37.15	\$ 37.83	\$ 38.51	\$ 39.19
CTY ELECTRICIAN		\$ 34.52	\$ 36.25	\$ 36.94	\$ 37.63	\$ 38.32	\$ 39.01	\$ 39.70
CHF ELECTRICIAN		\$ 38.02	\$ 39.92	\$ 40.68	\$ 41.44	\$ 42.20	\$ 42.96	\$ 43.72

APPENDIX “D” Wage Table - May 1, 2019

Lodge 1000								
Wage Tables Effective 5/1/2019								
For Employees hired after July 17, 2014								
		Base	5	10	15	20	25	30
OPERATIONS ASST		\$ 24.87	\$ 26.11	\$ 26.61	\$ 27.11	\$ 27.61	\$ 28.10	\$ 28.60
UTILITY WORKER		\$ 25.99	\$ 27.29	\$ 27.81	\$ 28.33	\$ 28.85	\$ 29.37	\$ 29.89
WTR MTR READER		\$ 26.72	\$ 28.06	\$ 28.59	\$ 29.12	\$ 29.66	\$ 30.19	\$ 30.73
EQUIPMENT OP I		\$ 26.98	\$ 28.33	\$ 28.87	\$ 29.41	\$ 29.95	\$ 30.49	\$ 31.03
WTR MNT WRKR		\$ 26.98	\$ 28.33	\$ 28.87	\$ 29.41	\$ 29.95	\$ 30.49	\$ 31.03
PUMP STAT MAINT		\$ 28.05	\$ 29.45	\$ 30.01	\$ 30.57	\$ 31.14	\$ 31.70	\$ 32.26
WTR METER SERV		\$ 28.05	\$ 29.45	\$ 30.01	\$ 30.57	\$ 31.14	\$ 31.70	\$ 32.26
ASST MNT CRWLDR		\$ 29.03	\$ 30.48	\$ 31.06	\$ 31.64	\$ 32.22	\$ 32.80	\$ 33.38
LAB TECH		\$ 29.42	\$ 30.89	\$ 31.48	\$ 32.07	\$ 32.66	\$ 33.24	\$ 33.83
WTR PLANT OP		\$ 29.42	\$ 30.89	\$ 31.48	\$ 32.07	\$ 32.66	\$ 33.24	\$ 33.83
WTR PLANT OP/R		\$ 29.42	\$ 30.89	\$ 31.48	\$ 32.07	\$ 32.66	\$ 33.24	\$ 33.83
LAKE FAC CRWLDR		\$ 29.68	\$ 31.16	\$ 31.76	\$ 32.35	\$ 32.94	\$ 33.54	\$ 34.13
MECHANIC		\$ 30.28	\$ 31.79	\$ 32.40	\$ 33.01	\$ 33.61	\$ 34.22	\$ 34.82
WTR MNT CRWLDR		\$ 30.63	\$ 32.16	\$ 32.77	\$ 33.39	\$ 34.00	\$ 34.61	\$ 35.22
WTR METR CRWLDR		\$ 31.05	\$ 32.60	\$ 33.22	\$ 33.84	\$ 34.47	\$ 35.09	\$ 35.71
PMP STN CRLDR		\$ 32.36	\$ 33.98	\$ 34.63	\$ 35.27	\$ 35.92	\$ 36.57	\$ 37.21
MECHANIC CRWLDR		\$ 32.36	\$ 33.98	\$ 34.63	\$ 35.27	\$ 35.92	\$ 36.57	\$ 37.21
CTY ELECTRICIAN		\$ 32.78	\$ 34.42	\$ 35.07	\$ 35.73	\$ 36.39	\$ 37.04	\$ 37.70
CHF ELECTRICIAN		\$ 36.11	\$ 37.92	\$ 38.64	\$ 39.36	\$ 40.08	\$ 40.80	\$ 41.53
* Employees hired on or after May 1, 2019 will not be eligible for longevity pay to be included in their hourly rate.								

APPENDIX “E” Wage Table - May 1, 2019

Lodge 1000								
Wage Tables Effective 5/1/2019								
For Employees hired prior to July 17, 2014								
		Base	5	10	15	20	25	30
OPERATIONS ASST		\$ 26.68	\$ 28.01	\$ 28.55	\$ 29.08	\$ 29.61	\$ 30.15	\$ 30.68
UTILITY WORKER		\$ 27.89	\$ 29.28	\$ 29.84	\$ 30.40	\$ 30.96	\$ 31.52	\$ 32.07
WTR MTR READER		\$ 28.70	\$ 30.14	\$ 30.71	\$ 31.28	\$ 31.86	\$ 32.43	\$ 33.01
EQUIPMENT OP I		\$ 28.96	\$ 30.41	\$ 30.99	\$ 31.57	\$ 32.15	\$ 32.72	\$ 33.30
WTR MNT WRKR		\$ 28.96	\$ 30.41	\$ 30.99	\$ 31.57	\$ 32.15	\$ 32.72	\$ 33.30
PUMP STAT MAINT		\$ 30.10	\$ 31.61	\$ 32.21	\$ 32.81	\$ 33.41	\$ 34.01	\$ 34.62
WTR METER SERV		\$ 30.10	\$ 31.61	\$ 32.21	\$ 32.81	\$ 33.41	\$ 34.01	\$ 34.62
ASST MNT CRWLDR		\$ 31.16	\$ 32.72	\$ 33.34	\$ 33.96	\$ 34.59	\$ 35.21	\$ 35.83
LAB TECH		\$ 31.59	\$ 33.17	\$ 33.80	\$ 34.43	\$ 35.06	\$ 35.70	\$ 36.33
WTR PLANT OP		\$ 31.59	\$ 33.17	\$ 33.80	\$ 34.43	\$ 35.06	\$ 35.70	\$ 36.33
WTR PLANT OP/R		\$ 31.59	\$ 33.17	\$ 33.80	\$ 34.43	\$ 35.06	\$ 35.70	\$ 36.33
LAKE FAC CRWLDR		\$ 31.86	\$ 33.45	\$ 34.09	\$ 34.73	\$ 35.36	\$ 36.00	\$ 36.64
MECHANIC		\$ 32.52	\$ 34.15	\$ 34.80	\$ 35.45	\$ 36.10	\$ 36.75	\$ 37.40
WTR MNT CRWLDR		\$ 32.90	\$ 34.55	\$ 35.20	\$ 35.86	\$ 36.52	\$ 37.18	\$ 37.84
WTR METR CRWLDR		\$ 33.33	\$ 35.00	\$ 35.66	\$ 36.33	\$ 37.00	\$ 37.66	\$ 38.33
PMP STN CRLDR		\$ 34.76	\$ 36.50	\$ 37.19	\$ 37.89	\$ 38.58	\$ 39.28	\$ 39.97
MECHANIC CRWLDR		\$ 34.76	\$ 36.50	\$ 37.19	\$ 37.89	\$ 38.58	\$ 39.28	\$ 39.97
CTY ELECTRICIAN		\$ 35.21	\$ 36.97	\$ 37.67	\$ 38.38	\$ 39.08	\$ 39.79	\$ 40.49
CHF ELECTRICIAN		\$ 38.78	\$ 40.72	\$ 41.49	\$ 42.27	\$ 43.05	\$ 43.82	\$ 44.60

APPENDIX “F” Grandfathered Employees

The following employees are grandfathered employees as identified in Article 16 Group Insurance Plan.

ALWOOD	ANTHONY
CARTER	JIM
COX	JOSHUA
GAREY	CHAD
HOENIGES	RICHARD
KANE	CHRISTOPHER
MAGANA GUTIERREZ	ISRAEL
MICHALSKI	JASON
MOORE	BRANDON
PETERSON	TIMOTHY
POWELL	JEREMIAH
SHERRILL	DENNIS
SPENCE	SAMUEL
TEEPLES	JEREMY
TOLEDO	OSMEL



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENTS: Human Resources, Public Works, and Parks, Recreation and Cultural Arts Departments

SUBJECT: Ratification of the Wage and Insurance Reopener with AFSCME Local 699, as requested by Human Resources, Public Works, and Park, Recreation and Cultural Arts Departments.

RECOMMENDATION/MOTION: The Wage and Insurance Reopener between AFSCME Local 699 and the City of Bloomington be ratified.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective: d. City services delivery in the most cost-effective, efficient manner.
 e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On January 18, 2018, Council approved a two year agreement between the City of Bloomington and AFSCME Local 699 that will expire on April 30, 2019. In the approved agreement all issues were settled, with exception of health insurance changes effective 1/1/19 and wages effective May 1, 2018. The parties were able to reach a Tentative Agreement on these two outstanding issues. This agreement includes a 1.75% general wage increase effective May 1, 2018 and a \$300 signing bonus, both payable to those employees on payroll at the time of Council approval of the agreement. In return, Local 699 agreed to an increase in the PPO Health Insurance Plan deductible to \$600 individual/ \$1200 family effective January 1, 2019, previously \$400/\$800. The parties agreed no changes will be made to the HMO Health Insurance plan through December 31, 2020.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact of the tentative agreements include estimated labor cost increases of 1.75% for 2018 in the amount of \$112,000 excluding roll-up costs and a one-time signing bonus in the amount of \$27,000. The wage increase was included in the FY2019 Budget. The signing bonus is expected to be offset by vacancy savings and eventual savings in insurance premiums.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Nicole Albertson, Human Resources Director
Jim Karch, Public Works Director

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Legal Review By: Lisa Callaway, Engler Callaway Baasten and Sraga, LLC

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- None



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Administration / Water Department

SUBJECT: Consideration and of an Ordinance amending Chapter 23 the City Code to implement a Comprehensive Dock Permitting Program and adopting Boat Dock Construction Standards, as requested by Administration and the Water Departments.

RECOMMENDATION/MOTION: The Ordinance amending Chapter 23 the City Code to implement a Dock Permitting Program and adopting Boat Dock Construction Standards at Lake Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities. Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term. Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Over the last several years, City staff has been working to address various concerns at Lake Bloomington, including the proliferation of docks. Throughout this time, City staff has expressed, including to the Lake Bloomington Association, the need to develop and implement a comprehensive dock permitting system. In a somewhat parallel course, City staff had been addressing concerns with certain other docks that were placed on the Lake not associated with a Lake front residence leased by the City.

In April 2018, City staff was given authority and direction to cite any non-permitted docks and begin the adjudication process. As a result, 24 compliance orders were issued and these cited dock owners all obtained legal representation. Conversations thereafter ensued wherein many of the cited dock owners were agreeable to certain terms and permitting conditions that the City felt would not only resolve 16 of the pending cases, but also pave the way for the overall dock permitting structure necessary at Lake Bloomington. Accordingly, City staff is now recommending approval of an ordinance creating guidelines on dock permits and adopting boat dock construction standards. This will address many of the original concerns of the Water Department and also save the City significant resources in terms of prosecuting 16 of the contested dock cases.

Adoption of this dock permitting ordinance will establish a system wherein people that currently have a dock at Lake Bloomington will be eligible to apply for a dock permit as long as they both maintain a valid Lake Lease and a residence on the leased premises. City staff believed these

eligibility requirements were important to ensure that there is a frequent physical presence in relation to the dock to provide necessary oversight and control of the dock.

Additional highlights of the dock permitting ordinance include that:

- A new dock permit will cost \$250 with an annual renewal fee of \$50, however existing dock owners will only have to pay the annual renewal fee of \$50 to get their permit;
- Existing dock owners will be allowed to keep their docks “as is” as long as it is in good repair, does not pose a safety risk or otherwise provide a risk of water contamination;
- Specific dock construction standards are adopted to govern the construction of new docks and how work is to be performed in certain cases where docks are repaired;
- Some existing docks will be moved to accommodate new guidelines that prohibit the block of certain access ways;
- Dock owners will be required to execute liability agreements and carry insurance that names the City as an additional insured;
- City staff is granted access to docks to perform various inspections and ensure there are no hazardous materials or contaminants associated with the dock;
- Each dock will be assigned a number and a name plate will be affixed to each dock for proper tracking by the Water Department;
- Docks are required to be kept in a state of good repair and must not be used in a manner to interfere with the peaceful enjoyment of the Lake or impact water quality;
- Provisions were added to clarify how permit violations are handled and the removal of docks.

Under the system, the Assistant City Manager will be responsible, after review by the Water Department, for approval of the initial dock permits. In 2020, this will transfer to the Department of Community Development. Effective immediately, however, the ordinance clarifies that the Department of Community Development is responsible for the issuance of any building permits. Building permits are required for any new dock, as well as when certain improvements are made to an existing permitted dock.

City staff estimates there are 236 existing boat docks that will be eligible to receive a permit. The ordinance limits the total number of dock permits to 245, to allow for additional permits in the future should they meet the qualifications of the ordinance. City staff believes that the fees proposed will be sufficient to cover the cost of implementation of the permitting program. Note under the ordinance, a non-profit entity that has a Lake Lease and any party that has a lease agreement to operate a marina at the Lake (i.e., the Mucky Duck Marina), will be allowed to have a permit at no cost.

Although approval of the dock permitting ordinance will implement a much needed and necessary program to address the boat docks at Lake Bloomington, it will not address all of the outstanding dock issues. Specifically, City staff estimates approximately seven (7) docks will remain on the Lake that are not eligible for a dock permit. This is because either: (1) the owners of the dock do not have a Lake Lease with the City; or (2) the owners of the dock do not maintain a residence at the Lake. City staff will continue working on these remaining compliance issues.

If the dock permitting ordinance is approved, City staff will develop the necessary applications and a streamlined online application and payment process through the City's website. In addition, if approved, the Water Department will provide guidance and informational material to help ensure answer questions about the permitting process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mike Philippi, attorney for the troublesome dock owners, and the Lake Bloomington Association.

FINANCIAL IMPACT: If approved, Finance will create a new revenue account in the Lake Maintenance department of the Water Fund (50100140). Stakeholders can locate information related to the Water Fund in the FY2019 Budget Book titled "Other Funds & Capital Improvement" on page 102.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director
Robert Yehl, Water Director

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance and Exhibits A - C

**ORDINANCE NO. 2018 –
AN ORDINANCE AMENDING CHAPTER 23 OF THE CITY CODE TO ESTABLISH
AND CLARIFY THE PROVISIONS ON BOAT DOCK PERMITS AND ADOPTING
BOAT DOCK CONSTRUCTION STANDARDS**

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as “City”) is an Illinois home-rule municipality; and

WHEREAS, the City Code, Section 3 of the Chapter 23 provides that no dock shall be constructed, altered, or maintained within the limits of the reservoir or marginal land unless all applicable permits are granted by the appropriate divisions of the Building Department, also known as the Community Development Department; and

WHEREAS, numerous docks on Lake Bloomington are either not permitted, do not have proper documentation and/or were built without proper authority and the City Council finds it in the best interests of the City to establish within the City Code those that are entitled to a dock permit at Lake Bloomington, as well as the specific process and conditions for obtaining a dock permit; and

WHEREAS, to protect and promote the health and safety of Lake Bloomington, the City Council finds that docks should be limited in number and restricted to only those who have a Lake lease and maintain an approved residence, business, or non-profit organization on the leased lot at Lake Bloomington; and

WHEREAS, limiting permits to those that have a lease agreement with the City at Lake Bloomington and that have associated residences and/or business helps ensure proper oversight and responsibility of the docks; and

WHEREAS, the City Council further finds that permit fees are necessary to ensure proper inspections of docks are completed and water quality is not impacted.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That a new Section 3.1 shall be added to Chapter 23, Article I, as set forth in Exhibit A.

SECTION 3. That the owners of the existing boat docks at Lake Bloomington, as shown on the attached Exhibit B and marked DP 1 – DP 236, shall have until March 1, 2019 to apply for a boat dock permit in accordance with the requirements set forth in this Ordinance. These dock owners shall only be charged a fifty-dollar (\$50.00) renewal fee for each dock so long as the permit application is submitted by March 1, 2019. After the issuance of the initial dock permit, these dock owners shall be required to renew their permit each year in accordance with the terms of Chapter

23. Non-profit entities as well as the Lake Bloomington Marina (a/k/a/ the Mucky Duck) which has a separate lease agreement, shall be exempt from any dock permitting fees.

SECTION 4 The City Council hereby adopts the Boat Dock Construction Standards as set forth on Exhibit C. These Boat Dock Construction Standards may be hereafter amended, from time-to-time, by the Water Director. Such amendment must be in writing and placed on file with the City Clerk. Any owner of a dock identified on the attached Group Exhibit B that is eligible to and does receive a dock permit, may maintain their dock “As Is”, so long as it remains in good repair, does not pose a safety risk or otherwise provide a risk of water contamination. However, a new building permit must be obtained and Group Exhibit B docks must come into compliance with the Boat Dock Construction Standards if said dock is ever enlarged, expanded, replaced or repaired beyond the following exemptions: (1) replacing or repairing handrails, guardrails, and benches; (2) replacing existing hardware and fasteners on deck decking, framing and boat lifts; (3) sealing of cracks in a seawall or bulkhead cap or face; (4) repair or sealing of the pilasters of an existing seawall or bulkhead; and/or (5) minor decking repairs that do not constitute full replacement of decking.

SECTION 5. That Section 1 of Chapter 23 shall be amended by adding a definition of the term “dock” as follows:

- (m) Dock. “Dock” means any structure extending alongshore or out from the shore into a body of water, to which boats may be moored.

SECTION 6. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect. Only permits for docks issued as part of this Ordinance shall be valid under the terms and conditions thereof.

SECTION 7. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 8. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 9. This ordinance shall be effective 10-days after its publication and approval as required by law.

SECTION 10. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ____ day of October, 2018.

APPROVED this ____ day of October, 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

EXHIBIT A
SECTION 3.1: BOAT DOCKS

Section 3.1 BOAT DOCKS. Boat docks may be constructed and permitted upon Lake Bloomington under the following conditions only:

(a) No dock shall be placed, constructed, operated, expanded or maintained in or on the Lake without a permit issued by the City after application for the same has been approved by the Water Department Director or designee. Dock permits shall be valid on a calendar year basis and run from January to December. Prior to January 1, 2020, the Assistant City Manager shall have the authority to issue dock permits. Thereafter, the Community Development Department shall be responsible for issuing dock permits. The denial of any dock permit may be appealed to the City Manager.

(b) A dock permit may be issued only to Lake Leaseholders that maintain a residence on the leased property. In addition, dock permits may be issued to non-profit Lake Leaseholders and those that have a separate lease agreement with the City for the operation of a marina at the Lake. However, no permit may be issued for any boat dock that: (1) lays within fifteen (15) feet of any a neighboring lot line; and/or (2) that extends more than forty (40) feet into the reservoir from the shoreline. In addition, if a dock resides on, in or next to a cove or public access area, the dock, and any accompanying structure, shall not extend more than twenty-five (25) percent of the width of the cove or public access area.

(c) Application for a dock permit shall be filed with the Water Department upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate fee of two-hundred and fifty dollars (\$250.00). A dock permit and a building permit shall be required for any new dock. In addition, a building permit shall be required for any expansion, reconstruction, and/or repair, except as provided in subsection (q). Building permits shall be issued through the Community Development Department at fees as may be established and approved for similar permits. Those issued a dock permit must submit an application to renew their permit on an annual basis and pay a fee of fifty dollars (\$50.00). Renewal applications must be submitted by December 1 preceding the year in which the permit is sought. Dock permit fees and are due at the time of application. No dock permit fee shall be required for the non-profit Lake Leaseholders and/or those that have a separate lease agreement with the City for the operation of a marina at the Lake.

(d) Ownership, construction, operation, use and maintenance of a permitted dock are subject to all federal, state and local laws, as well as all rules and regulations by the City now in effect; or those promulgated in the future by the City. Failure to abide by these laws, rules or regulations may be cause for revocation of the permit.

(e) All boat docks shall be considered the personal property of the permit holder and permittees shall disclaim the City of any liability related to the use of their dock. Therefore, the permittee does and shall save, hold harmless and defend the City, its officers and/or directors from any and all causes of action, suits at law or equity, claims or demands, or from any liability of any

nature for, or on account of, any damages to persons or property, including a permitted dock, growing out of the ownership construction, operation or maintenance by the permittee of the permitted dock. A Waiver and Release of Liability Agreement, and a certificate of insurance identifying the City as an additional insured must also accompany each annual permit application demonstrating a liability policy of at least \$100,000.

(f) Whenever regulations or restrictions imposed by these standards are either more or less restrictive than regulations or restrictions imposed by any governmental authority or other entity that might have authority to regulate residential docks, the regulations, rules or restrictions that are more restrictive or impose higher standards shall govern.

(g) The City, and its agents, shall have the right to enter permittee's dock and related property to make on-site inspections at any time of the dock and all seawalls, retaining walls, bulkheads, groins, piles, piling, tie poles, or other structures associated with the dock. Should the City find any of the same and/or a portion thereof, to be hazardous to the public for, but not limited to, water impact, safe pedestrian, boating or other purposes, the City shall order the removal or repair by the owner of such structure in accordance with subsection (u).

(h) A City furnished permit number plate shall be displayed at the lake end and at the shore end of each dock, and on the plate at the lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed. The permit holder is responsible for mounting the permit number plates in a manner visible to the general public and accessible by City staff.

(i) No dock shall be constructed except in locations approved by the Water Department Director or designee. In addition, no dock shall be constructed immediately in front of another Lake leaseholder's leased marginal land, provided that, a Lake front lease holder may grant written permission and co-sign a permit application to allow another Lake lease holder to maintain a dock on the marginal land adjacent the Lake leaseholder's leased marginal land.

(j) The Boat Dock Construction Standards shall apply to each newly constructed dock. Any existing grandfathered dock that is not in compliance with the Boat Dock Construction Standards must come into compliance with said Standards if the dock is ever enlarged, expanded, replaced or repaired beyond the following exemptions: (1) replacing or repairing handrails, guardrails, and benches; (2) replacing existing hardware and fasteners on deck decking, framing and boat lifts; (3) sealing of cracks in a seawall or bulkhead cap or face; (4) repair or sealing of the pilasters of an existing seawall or bulkhead; and/or (5) minor decking repairs that do not constitute full replacement of decking. All permitted docks must be securely attached to the shoreline and constructed of such quality material and securely anchored as to withstand lake level changes and exposure to sun, strong wind, moving water and wave action.

(k) Docks must at all times be kept in good state of repair.

(l) Temporary docks shall be removed from the lake on or before October 31 of each year and not replaced before April 1 of each year.

(m) The location, construction, operation or maintenance of a dock anywhere in or on the Lake is a revocable license privilege and is not transferrable.

(n) Dock owners maintain responsibility for all activity in relation to the use of their dock and must comply with all Lake Bloomington rules, guidelines, standards, and applicable City Code provisions.

(o) No more than two-hundred forty-five (245) dock permits shall be issued at any given time.

(p) No dock shall be used in a manner which interferes with the peaceful enjoyment of the Lake.

(q) No dock shall exceed the parameters and/or design set forth in the permit and any alteration, expansion, or repair of a permitted dock shall require a building permit except for the following exemptions: (1) replacing or repairing handrails, guardrails, and benches; (2) replacing existing hardware and fasteners on decking, framing and boat lifts; (3) sealing of cracks in a seawall or bulkhead cap or face; and/or (4) repair or sealing of the pilasters of an existing seawall or bulkhead; and/or (5) minor decking repairs that do not constitute full replacement of decking.

(r) In the case of the sale of a home on leased land, a conditional permit may be applied for by the prospective purchaser. Such permit shall be conditioned upon the approval of the lease transfer by the City Council and that the dock complies with the requirements of this Section as well as the Boat Dock Construction Standards. Failure of completion of the sale shall not be reason for application fees, as outlined in subsection (c), to be returned to the applicant.

(s) Dock owners are responsible for maintaining and using their docks in a manner that does not negatively impact the water quality at the Lake and shall take appropriate measures to avoid any environmental contamination.

(t) No dock shall be used for human habitation. The installation of sleeping accommodations, cooking facilities, heating facilities, toilet and shower facilities, refrigeration, television, and other items conducive to human habitation on private recreation facilities are prohibited.

(u) If a dock fails an inspection or is located, constructed, operated or maintained in violation of the provisions of this Section, or otherwise violates any provision of this Section or applicable portions of Chapter 23, the City shall issue a notice of violation, by certified mail, that requires correction of the violation within thirty (30) calendar days. If the violation is not corrected within 30 calendar days of issuance of the notice, the City may remove the dock at the owner's expense.

(v) If the City issues multiple violation notices to a dock owner, the Water Department Director may revoke the permit for the dock. In such a case, the dock must be removed within fifteen (15) days. If the dock is not removed within this time period, the City may remove the dock at the owner's expense. Any revocation of a permit may be appealed to the City Manager.

(w) Any dock that does not have a permit and its plate and current year sticker properly affixed is considered to be trespassing on City property and shall be considered a violation of the City Code. Any such dock may be removed by the City at the owner's expense after posting notice on the dock that it will be removed at least seven (7) days before the removal.

GROUP EXHIBIT B
White Owl/Eagle Point



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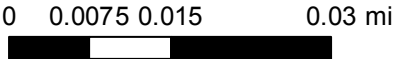
Eagle Point/Wood Thrush Circle



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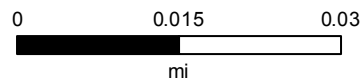


9/27/2018

Wood Thrush Circle/Nighthawk



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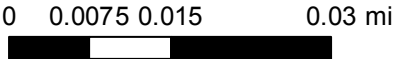
Nighthawk



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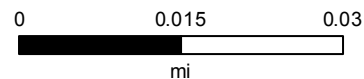
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Nighthawk/Sandpiper/1750th Ave



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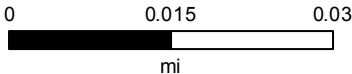
1750th Ave/Hickory



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Hickory



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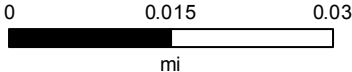
Tee Pee Trail



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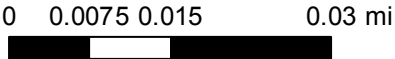
Tee Pee Trail/Sunset



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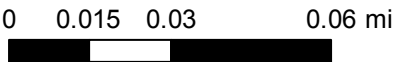
Sunset/Hiawatha



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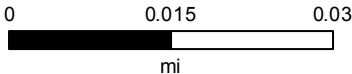
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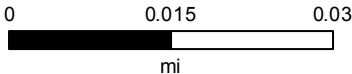
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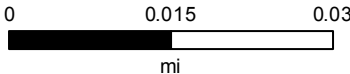
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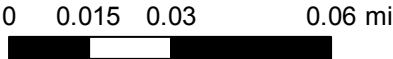
Arrowhead/Ron Smith



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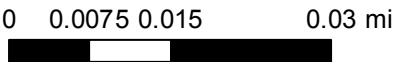




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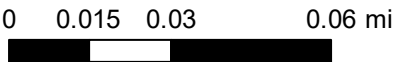
Cherokee



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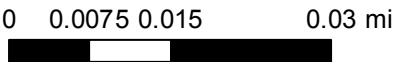
Thorn Apple

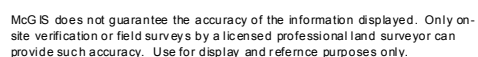


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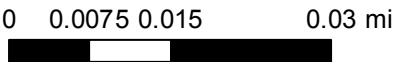
Navajo/Iroquois



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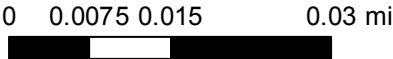
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Iroquois



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Iroquois



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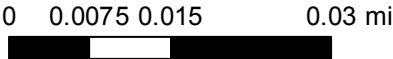


EXHIBIT C

BOAT DOCK CONSTRUCTION STANDARDS

The following shall be the approved construction standards for all boat docks at Lake Bloomington as defined herein. The City maintains full discretion and sole authority to modify these construction standards and may add to the list of permissible structures, defined below as “dock”, as it deems necessary without notice.

Section 1. Definitions.

The terms used within these construction standards shall have the meanings as prescribed within this section.

- (a) Cove: Part of the shoreline where the land curves inward so that the reservoir is partly enclosed. Marginal land generally located between two (2) lake front leased lots.
- (b) Dock: A structure extending along the shore or out from the shore into a body of water, to which boats may be moored and also including any and all boathouses, wharfs, boat lifts, trampolines, swim platforms, inflatables, anchored or stationary rafts, decks, and any accompanying improvements.
- (c) Footprint: The total area including, but not limited to, the length times the width of the residential floating dock plus the open water slip area and walkways/gangways.
- (d) Frontage: The maximum width of the shoreline within the bounds of a specific residential property.
- (e) Marginal Land: Land owned or controlled by the City adjacent to the shoreline and not flooded by the waters of the reservoir.
- (f) Public Access Area: Marginal land not located between a lake lease lot and the reservoir that is intended to be utilized by the general public and City for access to the reservoir.
- (g) Reservoir: The artificial lake and water impounded therein by means of the public water supply dam constructed across the valley of Money Creek in the Northeast Quarter of Section 1, Township 25 North, Range 2 East of the 3rd Principal Meridian in McLean County, Illinois, and by any other structure heretofore or hereafter constructed within the limits of the hereinafter defined drainage area, which are used or for use as a public water supply for the City.
- (h) Shoreline: The extended point where the plane of the surface of the water of the reservoir touches the land.

- (i) Watercourse: Any stream, creek, natural or artificial channel, ditch, spring or depression of any kind, in which water flows continuously or intermittently over any part of the drainage area, directly or indirectly, into any part of the reservoir.

Section 2. General Requirements.

- (1) No boat dock shall extend into the reservoir more than forty (40) feet from the shoreline. Known as a setback, no boat dock may lie within fifteen (15) feet of any a neighboring lot line or adjacent public access area. If the dock resides on, in or next to a cove or public access area, the dock shall not completely block or extend twenty-five (25) percent of the width of the cove or public access area, or extend more than forty (40) feet into the reservoir from the shoreline.
- (2) Each boat dock must be constructed in a reasonable footprint to accommodate the view of neighbors and users of Lake Bloomington. City of Bloomington Water Department maintains sole discretion as to reasonableness.
- (3) Electricity for boat lifts is allowed provided that an Electrical permit application has been submitted, inspection by the City of Bloomington Community Development Department has occurred, and an electrical permit has been issued. No other electricity on the dock is allowed unless written consent has been granted by the Assistant City Manager.
- (4) All inflatable and stationary floats that are either anchored to the lake floor or secured by hanging weight(s) or any other device must be approved by the Water Department in accordance with its regulations. Said structure must be secured in such a way that prohibits all structures from encroaching on other leased lots or preventing traffic flow on or throughout the reservoir.
- (5) Except as otherwise provided herein, no person, lessee, or agent thereof shall allow the commencement of or performance of any clearing, grading, stripping, excavating, or filling of land which meets the following provisions of the Erosion Control Regulations set forth in Chapter 24 of the City of Bloomington City Code without having first obtained an Erosion and Sediment Control Permit from the Engineering Department of the City of Bloomington. Said activity shall include, but is not limited to, the following:
 - (i) Any land disturbing activity that will affect an area in excess of one-thousand (1,000) square feet if the activity is within twenty (25) feet of the Lake; or
 - (ii) Excavation, fill, or any combination thereof that will exceed one-hundred (100) cubic yards.

- (6) In addition, the following provisions apply and remain under the jurisdiction of the Water Department so as to prevent transport of sediment to adjacent properties or to any watercourse leading to the reservoir.
- (i) No area within fifty (50) feet of the lake shoreline, where that land is steeper than a 3:1 (18°) slope (run:rise), is to be denuded of vegetation at any time;
 - (ii) No new beaches are to be created on marginal land.
- (7) Covered Docks
- (i) No permanent covers or roofs will be allowed. Temporary Covers will be allowed from April 1 to October 31 and must be removed by October 31 of each year.
 - (ii) Colors of the canopy can only be solid colors or otherwise must be approved in writing by the Assistant City Manager.
 - (iii) The canopy cannot extend over any dock, deck or walkway.
 - (iv) The exact dimensions of the canopy are to be the same as the dimensions of the boat slip with a maximum canopy peak height of eleven (11) feet, to be measured from the top of the dock to the apex of the canopy peak.
 - (v) The canopy must be constructed in such a manner that promotes ease of removing the canopy.
- (8) Seawall Installation Required by Improvement or Installation of a Dock
- (i) No seawall installations shall create any new land area as a result of seawall installation. If no seawall is present, then seawall installation must be designed by an Illinois Licensed Engineer and must follow the shape and contour of the marginal land.
 - (ii) No back-fill material needed for any part of the seawall installation will be excavated from Lake Bloomington. All back-fill material must come from other available sources.
 - (iii) A tree assessment from the City of Bloomington is required to ensure that all trees, the tree root system and shrubbery are not damaged during the seawall installation process. Said assessment may require payment for replacement of any effected trees and/or shrubbery.
- (9) Removal of Landscaping and Other Improvements
- (i) The City of Bloomington retains all rights and ownership of the marginal land and reservoir. In the event the City requires access to, or to perform maintenance of City owned property, the removal of all materials, structures, etc. on non-leased marginal land may be required. In the event of said removal, a notice for removal shall be issued to the dock permit holder. If the removal is not completed within seven (7) calendar days of issuance of the notice, the City may remove the

improvement at the owner's expense. The City of Bloomington shall not be responsible for replacing and/or reimbursing costs for the improvements removed.

- (10) Prior to the start of construction, plans and specifications of the proposed dock must be submitted for approval. Engineering details, structural design, anchorage method, construction materials, and type and size of the dock must be included. All docks will be constructed in accordance with approved plans and specifications.
- (11) Following completion of all authorized work, the permittee or contractor shall provide written certification and as-built plans to the City, ensuring that the structure or other alterations have been completed in accordance with authorized plans.



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Police, Fire, Finance, Community Development, and Office of Economic Development

SUBJECT: Consideration of an Ordinance amending Chapter 11 of the Bloomington City Code to establish Business Registration Requirements, as requested by the Police, Fire, Finance, Information Services, and Community Development Departments and the City's Office of Economic Development.

RECOMMENDATION/MOTION: The Ordinance amending Chapter 11 of the Bloomington City Code to establish a Business Registration program be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services; 3. Grow the Local Economy; 4. Strong Neighborhoods, 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 1a. Budget with adequate resources to support defined services and level of services, 1d. City services delivered in the most cost-effective, efficient manner, 1e. Partnering with others for the most cost-effective service delivery; 3a. Retention and growth of current local businesses, 3e. Strong working relationship among the City, businesses, economic development organizations; 4a. Residents feeling safe in their homes and neighborhoods; 5b. City decisions consistent with plans and policies, 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: On March 26, 2018, the City Council directed staff to formulate a Business Registration program to commence during the City's Fiscal Year 2019. The proposed ordinance to be considered by the City Council would establish such a program. Staff has researched the Town of Normal's Business Licensing Program and Business Registration Programs used in other communities throughout Illinois and in other states to determine best practices. Staff has also confirmed the ability to employ existing capabilities within the City's Tyler MUNIS Enterprise Resource Planning System to automate the collection of business registration information and fees to limit staff resources needed for implementation of this new program. Staff will provide a brief overview to the City Council of the proposed customer-friendly on-line registration form for the proposed business registration program and will review the details of the proposed ordinance.

Staff recommends adoption of the proposed ordinance. Obtaining accurate information about businesses operating in the city will benefit the City's Police, Fire, Finance, and Community Development Departments and will support each of those department's efforts to protect the health, safety and welfare of the City's residents. All of these departments currently collect information about some new and existing businesses using a variety of manual, time-intensive data

collection methods which, when taken together, have yielded an incomplete dataset that is not easily shared between departments. By having each local business register on-line and update their information annually, the MUNIS system used by all City departments would contain an up-to-date, comprehensive database of contact information for all commercial / industrial buildings in the City and the businesses operating in those buildings.

Below is a listing of examples of how the contact information obtained through the proposed registration program could potentially be used by City staff to more efficiently provide municipal services to the City's businesses and residents:

- Enable Police / Fire staff to quickly connect with a businesses' designated emergency contact person in the event of fire, break-in, criminal damage, medical emergency, active shooter, or other time-sensitive emergency.
- Allow the Fire Department to be made aware of new businesses opening in the City which, due to the nature of the business, location, or type of products sold, should be visited by Fire Department staff to pre-plan a potential future emergency response.
- Notify via e-mail (or automated telephone call) multiple businesses based on a GIS defined geographic area of a recent or upcoming event impacting multiple businesses / properties including road construction, city utility issue, or vandalism.
- Notify by telephone the manager of a business or property owner (who may be located out of state) of a building safety or property maintenance code violation that poses an immediate life safety issue and would only otherwise be notified by staff via postal mail.
- Identify new businesses that should be contacted by the City's Finance department to register for certain local tax collections (i.e. Food & Beverage Tax).

In addition to the information about the City's businesses which will be collected through the proposed registration program, the projected registration fee revenue will help to offset costs associated with the program, as well as expenses already incurred by the City to support the City's business community and related commercial / industrial properties.

The City can also leverage the data collected through the proposed business registration program to more effectively measure the health of the local economy and connect businesses of all sizes with resources to help those businesses grow. The City's Office of Economic Development and the City's economic development partner organizations, including the Bloomington-Normal Economic Development Council (BNEDC), the McLean County Chamber of Commerce, and the Small Business Development Center at IWU (SBDC) will also be able to leverage the information collected about the City's businesses (especially entrepreneurs which are often difficult to track), to help grow the local economy in support of the B-N Advantage Economic Development Strategy (endorsed by the City Council on October 26, 2015 via Resolution 2015-39). The B-N Advantage Strategy recommends gathering data about the City's small businesses and entrepreneurs in order to "provide a snapshot of the dynamism of the region's startup and entrepreneurship economy" and to "demonstrate the importance of shoring up the community's entrepreneurship ecosystem" (page 45). Included within the B-N Advantage "Action Agenda" are the following tasks:

4. Build a strong entrepreneurship culture and ecosystem.

Action: Inform and educate key leaders and citizens across all sectors of the community about entrepreneurship: To the extent possible, use data to help inform the community about the importance and contribution of entrepreneurship to the region's economy.

8. Organize and optimize resources for economic development success.

One of the BNEDC's primary roles should be devoted to Business Retention and Expansion and supporting Entrepreneurship.

9. Adopt indicators and metrics to assess economic development progress:

Recommended Business Creation and Entrepreneurship Metrics:

- *Number of new business startups/businesses created*
- *Number of jobs created*
- *New business startups as a percentage of all business establishments*
- *Number of business licenses issued / businesses registered*

The Global Entrepreneurship Research Association reports that 69% of businesses start in the home and 59% of established home-based businesses more than 3.5 years old continue to operate from the home. With this statistic in mind, and based on City staff research of business registration programs already in place in many communities throughout Illinois which include home-based businesses, staff recommends home-based businesses be included in the City's proposed registration program. The Town of Normal requires home-based business to register under the Town's existing business license ordinance. It is City staff's hope that data regarding home-based businesses in both the City and Town can be tracked by the B-N Advantage Indicators and Metrics working group to track entrepreneur activity in both Bloomington and Normal. The SBDC and BNEDC can then provide more effective support to BN's home-based entrepreneurs through targeted marketing to these businesses once registered with the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Chamber of Commerce, BNEDC, SBDC, and B-N Advantage.

FINANCIAL IMPACT: The proposed ordinance requires all businesses currently operating in the City, and any future new business seeking to operate in the City, to register and pay a one-time \$50.00 registration fee. Qualified charitable organizations and persons engaged in home-based occupations are considered businesses under the ordinance, but will be exempt from paying the registration fee. All businesses will be required to renew / update registration information on-file with the City on an annual basis. There will be no fee for the annual renewal, nor a fee for an amendment to a business registration. To encourage each business to register and renew with the City each year, a fine of \$75 will be imposed for failure to register or late renewals. This fine applies to all businesses (including charitable organizations and persons engaged in home-based occupations) to encourage timely registration and renewal in order to keep each businesses' registration data up-to-date.

Staff estimates that there are between 3,500 and 4,500 businesses currently operating in the City. Therefore, the gross revenue to be collected by the City in the City's Fiscal Year 2019 as a result of the adoption of this ordinance is estimated to be between \$175,000 and \$225,000. Registrations made on-line through MUNIS will be subject to a credit card processing fee (estimated to be 3%). It is staff's intent to include the credit card processing fee within the \$50.00 registration fee, therefore it is anticipated that the City will net approximately \$48.50 per registration or between \$169,750 and \$218,250, less other costs related to the administration of the program. If approved, the revenue will

be recorded under the Code Enforcement Department, with an account code to be added by the Finance Department.

In the ensuing years of the proposed business registration program, if approximately 250 businesses open in Bloomington on an annual basis, there will be an additional \$12,500 in gross revenue received by the City as a result of the adoption of the proposed ordinance. This money will continue to be used to cover the costs related to the registration program, although it is not anticipated to cover the annual costs related to fire inspections for the commercial / industrial buildings located in the city.

The implementation of the proposed business registration program within MUNIS, once proven, is anticipated to be the first of multiple initiatives undertaken by staff to more fully utilize the features already available to the City within MUNIS. Other registration related processes handled by the Community Development Department and City Clerk's Office (Rental Property Registration, Businesses Licenses) could potentially be fully migrated into MUNIS resulting in the savings of staff time which is currently used to administer these programs in a manner that is labor intensive and only partially automated. At this time, the City does not currently accept credit card payments on-line for business related transactions. With the implementation of the proposed business registration program, staff will establish an on-line credit card payment gateway that can be leveraged by all City departments for the receipt of business related payments during and after business hours. The future savings to the City as a result of these potential initiatives is difficult to calculate at this time, but is believed by staff to be significant and will result in greater efficiencies and better customer service.

COMMUNITY DEVELOPMENT IMPACT: The City's Comprehensive Plan 2035 (Adopted August 24, 2015 – Resolution 2015-31) includes multiple goals related to increasing communication between the City's residents / businesses and the City's various departments, especially public safety. The proposed Business Registration program supports and is in alignment with the following goals and objectives of the City's Comprehensive Plan 2035:

Neighborhoods:

N-3. Improve communication between the City, the citizens and the neighborhood organizations to foster teamwork and community spirit

N-3.1 City will use both traditional and non-traditional methods to communicate with its residents

Economic Development:

ED-1 Ensure a broad range of employment opportunities for all residents

ED-1.1 Focus on retention and expansion of existing businesses

ED-2 Foster a culture of entrepreneurship

ED-2.1 Promote access to resources, funding and information

Public Safety:

PS-1 Reduce crime and the fear of crime

PS-1.2 Develop personnel and increase departmental efficiencies; review and research relevant technologies

PS-1.3 Enhance community and police partnerships

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY
CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Clay Wheeler, Chief of Police
Scott Rathbun, Finance Director
Brian M. Mohr, Fire Chief
Scott Sprouls, Information Services Director
Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Presentation

ORDINANCE NO. 2018 – ____

**AN ORDINANCE AMENDING CHAPTER 11 OF THE CITY CODE TO ESTABLISH
BUSINESS REGISTRATION REQUIREMENTS**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and,

WHEREAS, the registration of all businesses operating within the City is a ministerial act which is necessary for the health, safety and welfare of the residents of the City; and,

WHEREAS, pursuant to the police powers of the City it is necessary to obtain certain information from all businesses operating in the City to assist the City’s Police and Fire departments in responding to accidents, natural disasters, criminal activity and other emergencies; and,

WHEREAS, it is necessary for the City to utilize a business registration program to ensure the City’s Finance Department has knowledge of all businesses operating within the City for tax collection purposes; and

WHEREAS, the registration of all businesses operating within the City will assist the City’s Community Development Department with ensuring appropriate land use as called for in the City’s Zoning Code and to ensure the City’s building safety codes are properly followed and enforced to protect property values and the health and welfare of the City’s residents; and,

WHEREAS, the registration of all businesses within the City will allow the City to create a master list of businesses operating in the City which list will serve to benefit various businesses within the community, consumers and potential businesses looking to locate within the community; and,

WHEREAS, the establishment of the registration program herein proposed will help to further the City Council’s economic development goals by enabling the City to track the health of the business climate in the City as called for in the City’s Comprehensive Plan 2035 and to measure the impact of the City’s various economic development initiatives including BN Advantage and the City’s efforts to support entrepreneurs.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The Title of Chapter 11 of the City Code shall be amended as follows:

Business Licenses, Registration & Regulations

SECTION 3. A new Article IV in Chapter 11 shall be added as follows:

Article IV Business Registration

Section 30. Definitions. When used in this Article, the following terms shall have the meaning indicated in this Section.

- (a) “*Business*” means a calling, occupation, profession, or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly at a physical location within the City of Bloomington. Business shall include charitable organizations and home-based occupations, however both shall be exempt from registration fees.
- (b) “*Charitable Organization*” means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. section 501 (c) (3), (4), (6), (7), (8), (10) or (19).
- (c) “*Person*” means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.
- (d) “*Physical Location*” means the premises, whether it be a personal residence, primary business location or an outlet, branch or other location thereof, to which the public is expressly or impliedly invited for the purpose of transacting business. The term “physical location” shall also include places in which goods, products, and/or equipment is stored in relation to a business.
- (e) “*Home Occupation*” means activity carried on within a dwelling by a resident of that dwelling for the purpose of earning income.

Section 31. Businesses Subject to Registration. Every person conducting any type of business from a physical location within the City, except as provided in Section 32, shall be required to complete and file a business registration form on an annual basis prior to operation of said business.

Section 32. Exceptions. The following shall be exempt from the registration requirements of Section 31, including: (1) persons in residential zoning districts holding “Temporary Sales” and “Garage Sales” in conformance with Chapter 44 of the City Code; (2) solicitors that register in conformance with Chapter 33 of the City Code, including temporary food vendors.

Section 33. Application.

- (A) All registration shall be completed using an Internet based system available through the City's website. Along with general business information, each registration shall include emergency contact and safety information.
- (B) Any person required to register a business shall file an application with the City not less than 10 days prior to the time said person desires to commence the business operation. Thereafter, prior to continued operation of the business in subsequent years, a renewal application shall be filed by March 1. Businesses existing in the City at the date of the adoption of this ordinance must register between January 1, 2019 and March 1, 2019, with a renewal each subsequent year due by March 1.
- (C) An amended business registration must be submitted within ten (10) days of any change in the information submitted.
- (D) If a person has multiple physical locations related to their business and/or multiple businesses, a separate registration is required for each physical location and/or business in the City.

Section 34. Fees.

- (A) A one-time fee of \$50 shall be due for registering each physical location of a business. This fee shall be paid at the time the registration is made. There shall be no fee to register a charitable organization or home-based occupation.
- (B) There shall be no fee for a business registration annual renewal, nor a fee for an amendment to a business registration.
- (C) The registration fees set forth herein are non-refundable.

Section 35. Certificate & Posting. After a business registers, the City shall provide the business a certification of registration which must be posted at all times in a prominent place at the physical location. Multiple businesses operating at the same physical location must each register with the City separately, and post a separate certification of registration displaying the City registration. A certificate of registration only represents by the City that the business has registered and does not speak to the lawfulness and/or licensure of the business.

Section 36. Alteration of Registration. No person shall alter, deface, forge, or counterfeit any certification of registration issued by the City.

Section 37. False Application Unlawful. It shall be unlawful for any business subject to the provisions of this ordinance to submit a false registration for a business, or to give or file, or direct the giving or filing of, any false information with respect to the registration required by this ordinance.

Section 38. Compliance with Other Codes. In no instance shall the registration of a business and the payment of registration fees be construed to exonerate any person from responsibility for compliance with any other City of Bloomington Code or Ordinance.

Section 39. Penalties. Any person who shall violate any provision of this chapter, including the failure to register as required in Section 33, shall be subject to a fine of not less than \$75, nor more than \$250. Each day that a violation continues or occurs after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense. In no case may the fine for the failure to register a business exceed \$1,000. Failure to timely renew on an annual basis shall result in a fine of \$75.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 8th day of October 2018.

APPROVED this ____ day of October 2018.

APPROVED:

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk



Business Registration Ordinance

October 8, 2018

Police Department

Fire Department

Finance Department

Community Development Department

Office of Economic Development

Business Registration Ordinance



Past Timeline:

December 21, 2017:

“Big Picture” FY 2019 Budget Work Session At BCPA

January 22, 2018:

Discussion on Business Registration Program

February 12, 2018:

Motion approved to draft a Business Registration Program:

“The business registration Ordinance include only a one-time fee of \$50 to cover the costs of administration of the program. City estimated cost recovery for FY2019 of \$200,000.”

Business Registration Ordinance

Police Department



Enable Police / Fire staff to quickly connect with a businesses' designated emergency contact person in the event of fire, break-in, criminal damage, medical emergency, active shooter, or other time-sensitive emergency.

Business Registration Ordinance

Fire Department



Allow the Fire Department to be made aware of new businesses opening in the City which, due to the nature of the business, location, or type of products sold, should be visited by Fire Department staff to pre-plan a potential future emergency response.

Business Registration Ordinance

Community Development Department



Notify by telephone the manager of a business or property owner (who may be located out of state) of a building safety or property maintenance code violation that poses an immediate life safety issue.

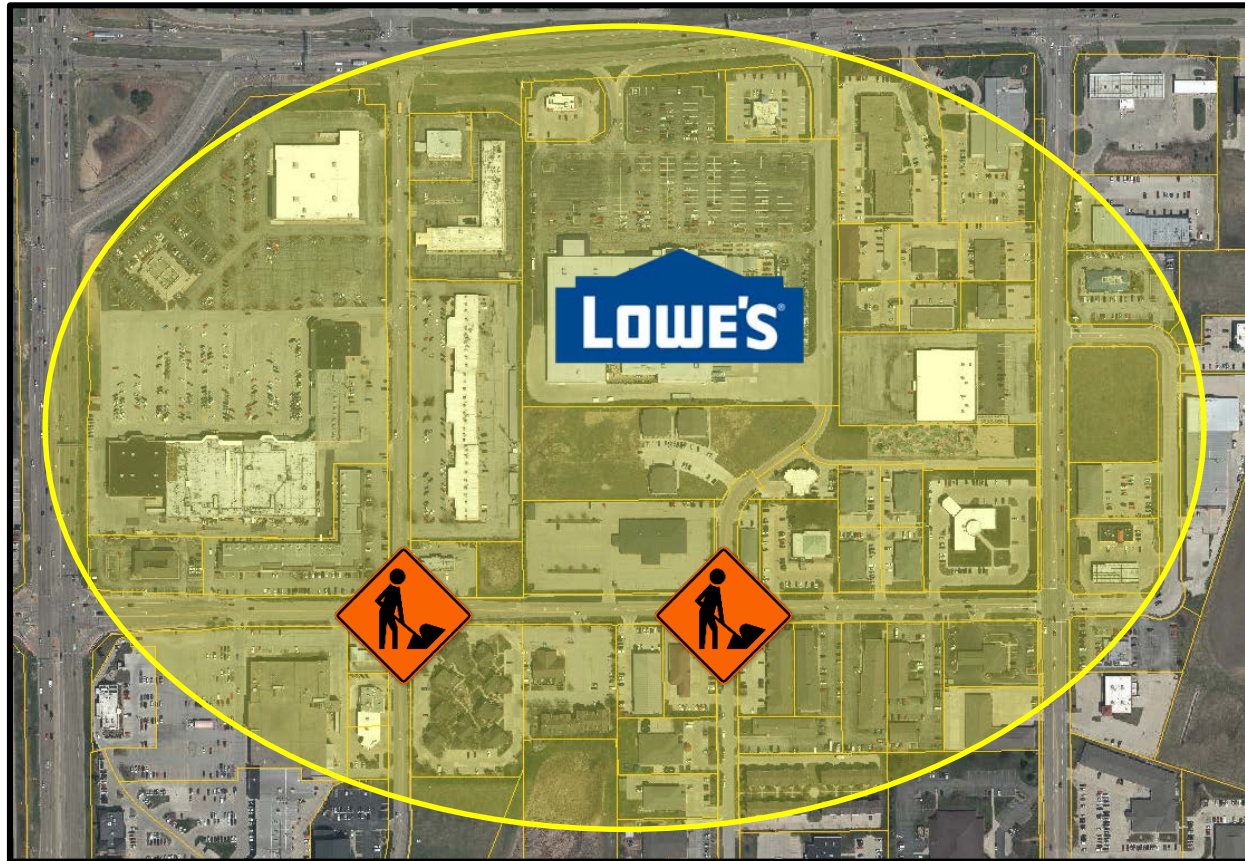
Business Registration Ordinance

Finance Department



Identify new businesses that should be contacted by the City's Finance department to register for certain local tax collections (i.e. Prepared Food & Beverage Tax).

Business Registration Ordinance



Over 100 business in this area.

Only a few are currently “registered” with the City:

- Food & Bev Tax
- Liquor License
- Other License

Notify via e-mail (or automated telephone call) multiple businesses based on a GIS defined geographic area of a recent or upcoming event impacting multiple businesses / properties including road construction, city utility issue, or vandalism.

Business Registration Ordinance

Home-Based Occupations = Entrepreneurs



Graphic Designer
Bookkeeper
Home Inspector
Tax Preparer
Interior Designer
Copywriter
Web Designer
Video Producer
Grant Writer
Daycare Provider
Tutor
Appraiser
Music Teacher
Engineer
Sculptor
Architect

The Global Entrepreneurship Research Association reports that 69% of businesses start in the home and 59% of established home-based businesses more than 3.5 years old continue to operate from the home.

Business Registration Ordinance



BN Advantage “Action Agenda”

Adopt indicators and metrics to assess economic development progress:

Business Creation and Entrepreneurship Metrics:

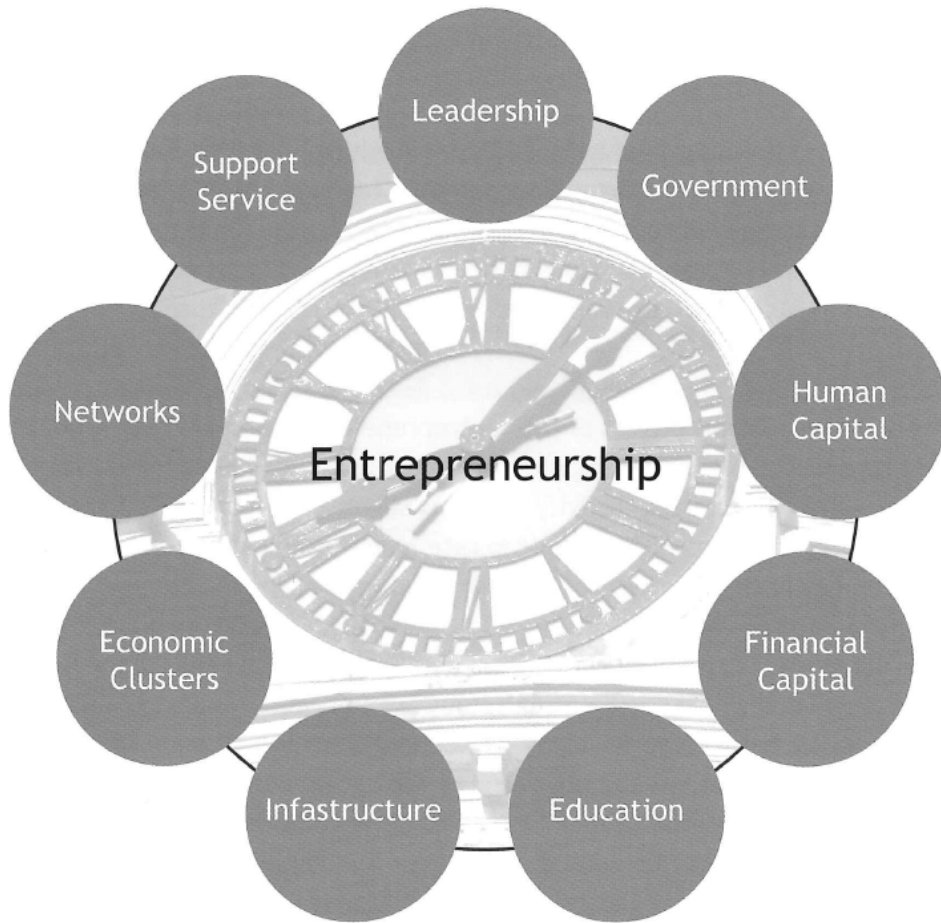
- # of new business startups/businesses created

- # of jobs created

- # business startups as a % of all businesses

- # of business licenses issued / businesses registered

Why? It is important to “provide a snapshot of the dynamism of the region’s startup and entrepreneurship economy” and to “demonstrate the importance of shoring up the community’s entrepreneurship ecosystem”



The Entrepreneurship Ecosystem

Business Registration Ordinance

On-line Registration



All known business in the City will be mailed a notice regarding the new registration program. Each business would then register on the City's website.

Additional notice would be provided as a water bill insert.



COB Self Services

*Welcome to the
City of Bloomington
Self Service Site*

City Employees

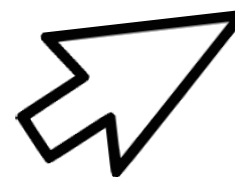
Click Log In in the upper right corner.

If you are a City employee and need to log into Employee Self Service [Click Here](#) for instructions on how to log into ESS and view your pay check information.

Vendors

If you are an active registered Vendor with the City of Bloomington Click Log In in the upper right corner to log in.

If you are an authorized Vendor but you do not yet have access to the Self Service site, [Click Here](#) for registration instructions.

[Home](#)[Citizen Self Service](#)[Employment
Opportunities](#)[Vendor Self Service](#)

Business Licenses

Create new account

Step 1 of 4: Enter ownership information

Step 1 2 3 4

Business Owner

Name * MICHAEL FRITZ

Address 1 ONE TYLER DRIVE

Address 2

City YARMOUTH

State ME

Zip 04096

Phone 207-878-9998

Fax

Email * michael.fritz35@yahoo.com

DBA * MICHAEL FRITZ

Owner type LIMITED LIABILITY CORP ▼

Email michael.fritz35@yahoo.com

Contact Info

Contact name MICHAEL FRITZ, JR.

Phone 207-878-9998

Alternate phone

Email michael.fritz35@yahoo.com x

Continue

Reset

Cancel

Home

Citizen Self Service

Animal Licenses

Business Licenses

Accounts

Contact Us

Email Announcements

General Billing

Motor Vehicles

Non-Emergency Requests

Miscellaneous Receipts

Parking Tickets

Permits and Inspections



Business Licenses

Create new account

Step 1A of 4: Account Department information

Step 1 1A 2 3 4

BUILDING

	Code	Description
Select	APP	BUSINESS APPLICATIONS FOR PERMITS

- Home
- Citizen Self Service
- Animal Licenses
- Business Licenses
- Accounts

Business Licenses

Create new account

Step 2 of 4: Account location information

Step 1 **2** 3 4

Business Owner MICHAEL FRITZ

DBA MICHAEL FRITZ

Agent/Operator MICHAEL FRITZ

Enter location search parameters

Location

Number

Street name

Name

Owner

Parcel ID

99999



Search

Skip

Cancel

Home

Citizen Self Service

Animal Licenses

Business Licenses

Accounts

Contact Us

Email Announcements

General Billing

Motor Vehicles

Non-Emergency Requests

Miscellaneous Receipts

Parking Tickets

Permits and Inspections

Personal Property

Business Licenses

Create new account

Step 2 of 4: Account location information

Step 1 **2** 3 4

Business Owner MICHAEL FRITZ

DBA MICHAEL FRITZ

Agent/Operator MICHAEL FRITZ

If the location is not listed, you can [modify your search](#)
or try a [new search](#)
or you can [skip to next step](#).

1 found

Location/Subdivision	Owner	Parcel ID	
1 COLE HAAN DRIVE BLDG 1	FRITZ, MICHAEL	99999	Select and Continue

[Home](#)

[Citizen Self Service](#)

[Animal Licenses](#)

[Business Licenses](#)

[Accounts](#)

[Contact Us](#)

[Email Announcements](#)

[General Billing](#)

[Motor Vehicles](#)

Business Licenses

Create new account

Step 3 of 4: Enter tax id and date information

Step 1 2 3 4

Location

Area / District

Select... ▾

Tax ID

SSN/FID *

999999999

County ID

State ID

Dates

Fiscal Start Month *

January ▾

Leased Y/N

☐ Yes ☒ No

Lease End

Continue

Cancel

Home

Citizen Self Service

Animal Licenses

Business Licenses

Accounts

Contact Us

Email Announcements

General Billing

Motor Vehicles

Non-Emergency Requests

Miscellaneous Receipts

Parking Tickets

Permits and Inspections

Business Licenses

Create new account

Step 4 of 4: Review entries before submission of new Business License Account

Step 1 2 3 4

Business Owner [change](#)
 Name MICHAEL FRITZ
 Address ONE COLE HAAN DRIVE
 YARMOUTH, ME 04096
 Phone 207-878-9998
 Email michael.fritz35@yahoo.com

DBA MICHAEL FRITZ
 Owner type LLC

Agent/Operator [change](#)
 Name MICHAEL FRITZ
 Address ONE COLE HAAN DRIVE
 YARMOUTH, ME 04096
 Phone 207-878-9998
 Email michael.fritz35@yahoo.com

Contact Information [change](#)
 Contact name MICHAEL FRITZ, JR.
 Phone 207-878-9998
 Email michael.fritz35@yahoo.com

Location Information [change](#)
 Parcel ID 99999
 Number 1
 Street COLE HAAN DRIVE BLDG 1
 City MUNIS
 State
 Zip
 Area / District

SSN/FID and Fiscal [change](#)
 SSN / FID 999999999
 Fiscal Start Month 1
 Leased No

Submit

Cancel

Home

Citizen Self Service

Animal Licenses

Business Licenses

Accounts

Contact Us

Email Announcements

General Billing

Motor Vehicles

Non-Emergency Requests

Miscellaneous Receipts

Parking Tickets

Permits and Inspections

Personal Property

Real Estate

Tax Relief

Utility Billing

Business Licenses

Create new account

Step 4 of 4: Review entries before submission of new Business License Account

Business Owner [change](#)

Name MICHAEL F

Address ONE P

City

State

Zip

Phone

Fax

E-mail

Website

Business Type

Business Hours

Business Description

Business Address

Business Phone

Business Fax

Business E-mail

Business Website

Business Hours

Business Description

Business Address

Business Phone

Business Fax

Business E-mail

Business Website

Business Hours

Business Description

Business Address

Business Phone

Business Fax

Business E-mail

Business Website

Business Hours

Business Description

Business Address

Business Phone

Business Fax

Business E-mail

Business Website

Business Hours

Business Description

SSN/FID and Fiscal [change](#)

SSN / FID 999999999

Fiscal Start Month 1

Leased No

Submit

Cancel

[Home](#)

[Citizen Self Service](#)

[Animal](#)

VISA

MasterCard

DISCOVER
NETWORK

AMERICAN
EXPRESS



Business Registration Ordinance

October 8, 2018

Police Department

Fire Department

Finance Department

Community Development Department

Office of Economic Development



REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: October 8, 2018

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of an Ordinance adopting a Schedule of Fees for the City and amending various Chapters within the City Code regarding fees, as requested by the City Manager.

RECOMMENDATION/MOTION: The Ordinance adopting a Schedule of Fees for the City and amending the City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services; 3. Grow the Local Economy;

STRATEGIC PLAN SIGNIFICANCE: 1a. Budget with adequate resources to support defined services and level of services, 1d. City services delivered in the most cost-effective, efficient manner; 3e. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: On March 26, 2018, during discussions related to the formulation of the City's Fiscal Year 2019 budget, the City Council directed staff to study and revise the many various fees detailed in the City Code. Below is the text of the motion that was adopted at the March 26, 2018 meeting:

Sample Motion 1: City staff draft and bring back an Ordinance for consideration to enact amendments to the City fee schedules allowing a one-time amendment effective May 1, 2018, and a 5% biennial increase thereafter, effective May 1, 2021, related to Community Development (building safety, code enforcement, etc.), Police (false alarms), Fire (false alarms), Public Works (special event street closures) and others that may apply; so the fees more closely align with the City costs to administer the related functions. City estimated cost recovery for FY2019 of \$225,000.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Alderman Mathy, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

Over the last few months, Staff has thoroughly evaluated the fees for various licenses, permits, fines, services and other fees required under the City Code (or as otherwise established by law) to ensure the fee is commensurate with the City's actual incurred cost to provide the associated

services. Staff has also compared the City's existing and proposed fees to those assessed by the Town of Normal and other similarly sized municipalities across Central Illinois to ensure that the City's revised fees are comparable. A copy of the Fee Comparison Chart is included within the agenda packet to illustrate the proposed fee revisions.

While in years past it was common for fee detail to be found throughout municipal codes within relevant chapters or sections, many municipalities across the nation have transitioned to a consolidated "Schedule of Fees" document to aid the public, developers, and municipal officials in quickly and easily determining the correct fee for a requested license, permit, fine, or service. Locating all fees in a comprehensive Schedule of Fees document can also aid municipal officials in updating and revising multiple fees with fewer actions on a more regular basis (i.e. annual or biennial revisions based on inflation).

The proposed ordinance includes a provision, beginning on May 1, 2021, for a biennial review of the Schedule of Fees (excluding fees for emergency medical services and fees related to annexation of real estate). As part of the review, the director of each City Department would submit a request to the City Clerk by December 31 to revise Departmental fees up to 5%, except where set by law. The City Clerk would then present the revised Schedule of Fees to the City Council for approval. A revised Schedule of Fees would then go into effect May 1 of that same year. Fees for emergency medical services and fees related to annexation of real estate would automatically escalate by 3% annually effective January 1st.

It is important to note that fees for Enterprise Fund services, including, but not limited to, Water, Sewer, and Solid Waste are not currently included within the Schedule of Fees. Additionally, fees for the various services and programming offered by the City's Parks, Recreation and Cultural Arts Department are not included within the Schedule of Fees.

Staff recommends that the City Council adopt the proposed ordinance which would establish a Schedule of Fees for the City and revise the Code as required. If adopted, any existing reference in the Code to a specific fee amount would generally be replaced with language similar to "as set forth in the Schedule of Fees."

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Multiple public meetings were held regarding priority setting for the FY 2019 Budget.

FINANCIAL IMPACT: The City Council directed Staff to review and revise the City's various fees, so that the fees more closely align with the City costs to administer the related functions. It was contemplated that the potential revisions would provide additional revenues in the amount of \$225,000 in FY 2019 for program cost recovery. Revenues for various fees contemplated by this Ordinance are included within General Fund, Non-Departmental, Other Miscellaneous Revenue account (10010010-57990). Stakeholders can locate this in the FY2019 budget book titled "Budget Overview & General Fund" on page 120. Actual realized fees will be recorded in the issuing Department's associated revenue account. Based on the time remaining in the current fiscal year, the previously projected revenues for cost recovery may be inconsistent with the previously budgeted amount.

COMMUNITY DEVELOPMENT IMPACT: The proposed Schedule of Fees, a document that is designed to assist the public, developers, and municipal officials in quickly and easily determining the correct fee for a requested license, permit, fine, or service is in alignment with the following goal and objective of the City's Comprehensive Plan 2035 (Adopted August 24, 2015 – Resolution 2015-31):

Economic Development:

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.5 Identify and reduce barriers for local growth and economic development

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Exhibit A to Ordinance – Schedule of Fees
- Exhibit B to Ordinance – Various Amendments to City Code
- Attachment A – Fee Comparison Chart

**ORDINANCE NO. 2018 –
AN ORDINANCE ADOPTING A SCHEDULE OF FEES FOR THE CITY OF
BLOOMINGTON AND AMENDING THE CITY CODE**

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as “City”) is an Illinois home-rule municipality; and

WHEREAS, the City charges fees for various services, licenses, permits and registrations within the City; and

WHEREAS, the fees are currently spread throughout the City Code and many fees are in need of updating to reflect the true costs of services; and

WHEREAS, by establishing a single Schedule of Fees within the City Code, the fees charged by the various City departments will be more ascertainable and administrated more efficiently.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. Chapter 1 shall be amended by adding a new Section 30 as follows:

Section 30: Schedule of Fees

- (a) The city’s Schedule of Fees for the various licenses, permits, services and other fees required under this Code or as otherwise established by law shall be on file with the city clerk and shall be available for public inspection or copying and be made available on the City’s website.
- (b) Except for the fees identified in subsection (c), beginning in 2021, there shall be a biennial review of the Schedule of Fees as set forth herein. As part of each review, the director of each City Department may request up to a 5% increase in the fees and charges within their department, except where a fee is set by law. Requests must be submitted to the City Clerk by each director by December 31 of the year proceeding the proposed biennial modification. The newly revised Schedule of Fees shall thereafter be presented to the City Council and said revised fees shall go into effect May 1 of the year unless the City Council votes to revert to the previously approved fee or charge. The first biennial increase shall be May 1, 2021.
- (c) The following fees shall not be subject to biannual review, and instead shall be adjusted on January 1 of every year by multiplying the then current fee by 1.03 and the product shall be the new fee for such services: (1) fees to be paid as part of an

annexation, either per lot for residential or per square foot for commercial; and (2) emergency medical services as identified in Section 17-92(c).

- (d) In addition to the biennial review, the City Council may otherwise amend the Schedule of Fees by approval of an ordinance from time-to-time as it deems appropriate.
- (e) All references to “Schedule of Fees” made throughout this Code shall be to the Schedule of Fees adopted by the city council and on file with the City Clerk, as may be amended from time-to-time.
- (f) When there is any conflict between a fee set forth in this Code and the Schedule of Fees, the fee set forth in the Schedule of Fees shall control and govern.

SECTION 3. The City Council hereby adopts the Schedule of Fees attached hereto as Exhibit A.

SECTION 4. The City Code shall be amended, as set forth on Exhibit B, to add references to the Schedule of Fees.

SECTION 5. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 6. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 8. This ordinance shall be effective on November 1, 2018, after the date of its publication as required by law.

SECTION 9. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ____ day of October, 2018.

APPROVED this ____ day of October, 2018.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

EXHIBIT A
SCHEDULE OF FEES - EFFECTIVE NOVEMBER 1, 2018

The following fees are applicable for the respective licenses and fees required under
"The City Code of the City of Bloomington, Illinois, or as otherwise established by law.
(Reference to related Chapter-Section of the City Code is listed to right of Fee)

ADMINISTRATION (CHAPTER 2)

A. Fees for Certain Services

Fee Schedule:

For issuing every license:	\$0.50 (2-9)
For transferring each license:	\$0.50 (2-9)
For taking bond on license transfer:	\$0.50 (2-9)
For each deed for real estate issued:	\$2.00 (2-9)
For certified copies of any record: (In addition to \$.18/page)	\$1.00 (2-9)

B. Disclosure of Public Records

Fee Schedule:

Xerox Copies/Photocopies	
Black and white: documents over fifty-one (51 pages, duplex whenever possible. \$0.15	(2-45.5(b))
Color: (per page)	Actual Cost of Reproduction (2-45.5(b))
Blueprints	Actual Cost of Reproduction (2-45.5(b))
Microfilm	Actual Cost of Reproduction (2-45.5(b))
CD	Actual Cost of Reproduction (2-45.5(b))
Photographs	Actual Cost of Reproduction (2-45.5(b))
Voluminous Requests	Amount permitted by Freedom of Information Act (2-45.5(b))

C. Board of Fire and Police Commissioners

- | | |
|--|------------------|
| 1. Application for employment (entry level police officer and firefighter) | No fee (2-63(c)) |
|--|------------------|

ADVERTISING SIGN CODE (CHAPTER 3)

- | | |
|-----------------------------------|------------|
| A. Sign Contractor's Registration | (3-3.2(b)) |
| 1. Contractor Registration Fee | \$50.00 |
| 2. Annual Renewal Fee | \$50.00 |

B. Sign Permit Fees

1. Fee Schedule Based on Estimated Value of Improvements:

<u>Estimated Cost of Improvement</u>	<u>Fee*</u>
Less than \$1,000	\$15.00 plus \$0.26 per square foot of sign area. (3-3.10(b))
Between \$1,000 and \$10,000	\$14.00 plus \$8.00 per thousand of estimated cost over \$1,000 plus \$0.26 per square foot of sign area. (3-3.10(b))
Over \$10,000	\$87.00 plus \$5.00 per thousand of estimated cost over \$10,000 plus \$0.26 per square foot of sign area. (3-3.10(b))

* The calculation of the permit fee for any sign shall be based on all faces with a message, except that for double faced sign the fee shall be based on the large face multiplied by 1.5.

2. All portable temporary signs not exempted in the Code \$20.00 (3-3.10(c))

C. Non-electric Portable Signs \$20.00 (3-11.4(a))

D. License Fee (Distribution of handbills, samples, and advertisements) \$50.00 (3-24)

AIR POLLUTION (CHAPTER 4)

A. Inspection and Permit Fees (Fuel Burning Plants/Refuse Burning Equipment) No Fee (4-13)

B. Inspection and Permit Fees (Ventilation) No Fee (4-18)

ALCOHOLIC BEVERAGES (CHAPTER 6)

A. Annual License Fee for Each Class of Licenses.

1. For calendar years 2017 and 2018. (6.7B(a)(2))

(a) CA, EA, RA, ST and TA Class Licenses:	\$2,100.00
(b) CB, EB, RB and TB Class Licenses:	\$700.00
(c) GPA and PA Class License:	\$1,100.00
(1)Holder of a CA, EA, RA or TA Class License	\$0.00
(d) GPB and PB Class License:	\$800.00

(1)Holder of a CB, EB, RB or TB Class License	\$200.00
(2)Holder of a CA, EA, RA or TA Class License	\$0.00
(e) S Class License:	\$500.00
(1)Holder of a CA and CB Class License	\$0.00
(f) MA Class License:	\$1,100.00
(g) MB Class License:	\$700.00

2. For calendar years 2019 and 2020. (6-7.B(a)(3))

(a) CA, EA, RA, ST and TA Class Licenses:	\$2,400.00
(b) CB, EB, RB and TB Class Licenses:	\$800.00
(c) GPA and PA Class License:	\$1,200.00
(1)Holder of a CA, EA, RA or TA Class License	\$0.00
(d) GPB and PB Class License:	\$900.00
(1)Holder of a CB, EB, RB or TB Class License	\$225.00
(2)Holder of a CA, EA, RA or TA Class License	\$0.00
(e) S Class License:	\$550.00
(1)Holder of a CA and CB Class License	\$0.00
(f) MA Class License:	\$1,200.00
(g) MB Class License:	\$750.00

3. For calendar years 2021 and thereafter. (6-7.B(a)(4))

(a) CA, EA, RA, ST and TA Class Licenses:	\$2,700.00
(b) CB, EB, RB and TB Class Licenses:	\$900.00
(c) GPA and PA Class License:	\$1,300.00
(1)Holder of a CA, EA, RA or TA Class License	\$0.00
(d) GPB and PB Class License:	\$1,000.00
(1)Holder of a CB, EB, RB or TB Class License	\$300.00
(2)Holder of a CA, EA, RA or TA Class License	\$0.00

(e)	S Class License:	\$600.00	
	(1)Holder of a CA and CB Class License	\$0.00	
(f)	MA Class License:	\$1,300.00	
(g)	MB Class License:	\$850.00	
4.	LA, LB, SA and SB Class Licenses:		(6-7.B(b))
	(a) First day License is in effect.	\$100.00	
	(b) Subsequent days up to \$500.00	\$50.00	
5.	Annual License Fee for W License Class:	\$75.00	(6-7.B(c))
6.	SPA and SPB Class Licenses (Per Season):	\$500.00	(6-7.B(d))
B.	Miscellaneous Alcoholic Beverage Fees:		
1.	Application Fee for Creation of New License (No Fee: LA, LB, SA, SB, W):	\$400.00	(6-3)
2.	Lost License (Duplicate) Fee.	\$5.00	(6-9)

AMUSEMENTS (CHAPTER 7)

A.	Motion Picture Theatres and Theatricals		
1.	Annual License Fee – Enclosed Theatres	\$1.00 per seat per year	(7-3)
2.	Annual License Fee – Drive in Theatres	\$250.00	(7-3)
B.	Mechanical Musical Devices		
1.	Annual Operator’s License Fee – Enclosed Theatres	\$210.00	(7-35)
2.	Annual License Fee for Each Machine	\$38.00	(7-36)
C.	Automatic Amusement Devises		
1.	Annual Operator’s License Fee – Enclosed Theatres	\$525.00	(7-55)
2.	Annual License Fee for Each Machine	\$63.00	(7-56)
D.	Bowling Alleys and Poolrooms		
1.	Annual License Fee - Billiard or Pool Tables	\$20.00 per every table	(7-87)
2.	Annual License Fee – Bagatelle Tables	\$20.00 per every table	(7-87)
3.	Annual License Fee – Nine or Ten Pin Alleys	\$26.25 per every alley	(7-87)
E.	Skating Rinks		
1.	Annual License Fee – Skating Rink	\$200.00 per year or \$50.00 per quarter	(7-96)

F.	Miniature Golf Courses		
1.	Annual License Fee – Outdoor Course	\$125.00	(7-99)
2.	Annual License Fee – Indoor Course	\$350.00	(7-99)
G.	Circuses and Carnivals		
1.	License Fee – (Parade & Load/Unload)	\$75.00	(7-103)
H.	Shooting Galleries		
1.	Annual License Fee – Shooting Gallery	\$100.00	(7-106)
I.	Dancing		
1.	Annual License Fee – Public Dance Hall	\$420.00 with prorated fee during the fiscal year with charge of $\frac{1}{4}$ of total fee for each three (3) months until the succeeding December 31 st .	(7-110)
J.	Video Gaming Licenses		
1.	Video Gaming License	No Fee	(7-124)

ANIMALS AND FOWLS (CHAPTER 8)

A.	Impoundment		
1.	Reclamation of Impounded Animal	\$50.00	(8-53(a)(1))

ANNEXATIONS (CHAPTER 8.5)

A.	Annexation Requirements and Procedure		
1.	Filing Fee – Annexation Agreement	\$1,000.00 in addition to the cost of Legal Notice publication.	(8.5-203(a))
2.	Fees to be Paid as a Condition of Annexation		
(a)	City Annexation Fee per Residential Lot:	\$737.74*	(8.5-205(a))
(b)	City Annexation Fee per Commercial Square Foot:	\$0.06*	(8.5-205(a))

* The fees set forth above are set at the dollar value for November (2018). The fees set forth above shall be automatically increased annually according to the consumer price index for all urban consumers (CPI-U) as established by the U.S. Department of Labor at the time such fees are paid. In the event of a dispute, the decision of the City Manager as to the proper price index (annually or monthly, seasonally adjusted or not adjusted) shall be final. (See also 17-19(b)).

AUCTIONS AND AUCTIONEERS (CHAPTER 9)

A. Auctioneers

1. Annual License Fee – Auctioneers \$50.00 (9-3)

BUILDING CODE (CHAPTER 10)

A. Building Board of Appeals

1. Application for Appeal \$150.00 (10-23(6)(b))

B. Schedule of Fees

1. Fee Schedule based on estimated value of improvements: (10-108.7)

Table 1

<u>Estimated Cost</u>	<u>Fee</u>
\$0 - \$1,000	\$32.00 minimum
\$1,001- \$5,000	\$32.00 plus \$.86 per hundred or part thereof of the estimated cost over \$1,000 -- Maximum - \$75.00
\$5,001 - \$10,000	\$75.00 plus \$.58 per hundred or part thereof of the estimated cost over \$5,000 -- Maximum - \$104.00
\$10,001 - \$50,000	\$104.00 plus \$.47 per hundred or part thereof of the estimated cost over \$10,000 -- Maximum - \$292.00
\$50,001 - \$100,000	\$292.00 plus \$.39 per hundred or part thereof of the estimated cost over \$50,000 -- Maximum - \$487.00
\$100,001 - \$500,000	\$487.00 plus \$.31 per hundred or part thereof of the estimated cost over \$100,000 -- Maximum - \$1,727.00
\$500,001 - \$1,000,000	\$1,727.00 plus \$.29 per hundred or part thereof of the estimated cost over \$500,000 -- Maximum - \$3,177.00
\$1,000,001 - \$5,000,000	\$3,177.00 plus \$.25 per hundred or part thereof of the estimated cost over \$1,000,000 -- Maximum - \$13,177.00
\$5,000,001 - \$10,000,000	\$13,177.00 plus \$.22 per hundred or part thereof of the estimated cost over \$5,000,000 -- Maximum - \$24,177.00
\$10,000,001 - \$50,000,000	\$24,177.00 plus \$.17 per hundred or part thereof of the estimated cost over \$10,000,000 -- Maximum - \$92,177.00

\$50,000,001 - \$100,000,000	\$92,177.00 plus \$.14 per hundred or part thereof of the estimated cost over \$50,000,000 -- Maximum - \$162,177.00
\$100,000,001 and over	\$162,177.00 plus \$.10 per hundred or part thereof of the estimated cost over \$100,000,000

2. Fee Schedule (New one and two family homes) (10-108.7(d))
- (a) Finished Floor Area \$.15 per gross square foot.
 - (b) Finished Basements \$.15 per gross square foot.
 - (c) Unfinished Basements \$.10 per gross square foot.
 - (d) Garages/Carports \$.10 per gross square foot.
 - (e) Building Additions Shall be based on area or cost of work per the Building Permit Fee Schedule. (See Table 1 above).

3. Fee Surcharge
- (a) Fee Surcharge (Construction without Permit) 100% of regular charge or Fifty Dollars (\$50.00), whichever is greater. (10-108.7(f))

4. Review of Construction Documents/Plans (Other than one and two family dwellings) (10-108.7(g))

Table 2

<u>Estimated Costs</u>	<u>New Work Installations,</u>
	<u>Replacement or Additional/Alteration</u>
\$500 or less	\$20.00 minimum
\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof

- C. Moving Buildings See Fee Schedule Table 1 above, plus \$25.00 (10-108-8)

- D. Demolition of Buildings See Fee Schedule Table 1 above. (10-108.9)

- E. Sign Permits.

1. Fee Schedule Based on Estimated Value of Improvements:

<u>Estimated Cost of Improvement</u>	<u>Fee*</u>
Less than \$1,000	\$15.00 plus \$0.26 per square foot (10-108.10(b))

of sign area.

Between \$1,000 and \$10,000 \$14.00 plus \$8.00 per thousand of estimated cost over \$1,000 plus \$0.26 per square foot of sign area. 10-108.10(b))

Over \$10,000 \$87.00 plus \$5.00 per thousand of estimated cost over \$10,000 plus \$0.26 per square foot of sign area. 10-108.10(b))

* The calculation of the permit fee for any sign shall be based on all faces with a message, except that for double faced sign the fee shall be based on the large face multiplied by 1.5.

F. Mechanical Work (HVAC) and Fees

1. Fee Schedule based on estimated cost/value of improvements: (10-108.11)

Table 3

Estimated Costs	New Work Installations, Replacement or Additional/Alteration
\$500 or less	\$20.00 minimum
\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof

* Permits issued to the owner of owner occupied single-family residences shall be charged a permit fee based on the above schedule with a 50% surcharge.

* Commercial Kitchen Hoods Fire Suppression Hoods. (Permits issued to the owner of owner occupied single-family residences shall be charged a permit fee based on the above schedule with a 50% surcharge.

G. Contractor Registration

1. Contractor Registration Fee	\$100.00	(10-108.20.3(a))
2. Annual Renewal Fee	\$100.00	(10-108.20.3(a))
3. Forfeited License	Annual Renewal Fee plus \$25.00 per month or portion of a month that delinquency has continued.	(10-108.20.3(b))
4. Renewal Late Fee	\$50.00	

H. Manufactured Home Park Fees (10-108.21))

1. Fire Protection System Fees

(a) Multi-Purpose Permit	(See Table 1 above).
(b) HVAC Permit	(See Table 3 above).
(c) Plumbing Permit	(See Plumbing Code Fee Chart – Chapter 34).
(d) Electrical Permit	(See Electricity Fee Schedules – Chapter 15).
(e) Manufactured Home Connection	\$75.00 includes Occupancy Certificate.
(f) Manufactured Home Disconnect	\$75.00

I. Fire Protection Systems (Sprinklers) Permits and Fees

1. Fire Protection System Fees	(10-108.23))
(a) System Riser or Standpipes	\$125.00
(b) System Zones	\$30.00 per zone after the first riser
(c) System Heads	\$1.20 per head
(d) Fire Pump	\$75.00
(e) Alterations/Modifications	(See Table 1 above).
(f) 13D Fire Protection Systems	\$125.00

J. Fees for Appeals

(10-112.4)

1. Petition Fee	
(a) Variance/Interpretation Petition	\$150.00
(b) Each Additional Petition	\$50.00
(c) Property Maintenance Code Variance	\$50.00
(d) Property Maintenance Code Each Additional Variance	\$15.00

BUSINESS LICENSES AND REGULATIONS (CHAPTER 11)

A. Window Cleaning Business

4. Annual License Fee – (One person engaged in business)	\$40.00	(11-3)
5. Annual License Fee – (Each other person engaged in business)	\$5.00	(11-3)

B. Coin Operated Dry Cleaning Equipment

1. Annual License Fee	\$10.00 per machine	(11-11)
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C. Asphaltic Concrete Plants

1. Annual License Fee	\$25.00 plus reimbursement of costs.	(11-23)
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TELECOMMUNICATIONS (CHAPTER 14)

A. Small Wireless Facilities Deployment

1. Application Fees		
(a) Collocate Single Wireless Facility - (Existing utility pole/wireless support structure)	\$650.00 each	(14-13(D)(1))
(b) Collocate more than one Single Wireless Facility - (Existing utility pole/wireless support structure)	\$350.00 each	(14-13(D)(1))
(c) Collocate Single Wireless Facility - (New utility pole installation)	\$1,000.00 each	(14-13(D)(2))

ELECTRICITY (CHAPTER 15)

- A. Electrical Contractor
1. Electrical Contractor License Fee
 - (a) Annual License Fee \$100.00 (15-4)
 - (b) Renewal Fee \$100.00 (15-5)(15-6)
 - (c) Forfeited License Annual Renewal Fee plus \$25.00 (15-6)
per month or portion of a month
that delinquency has continued.
 - (d) Inactive License Status \$100.00 (15-6)
 - (e) Reciprocal Registration Fee \$100.00 (15-7.1)
 2. Application for Certificate of License \$50.00 (15-5(c))
 3. Limited License (Heating Contractor)
 - (a) Application for Limited License \$50.00 (15-5(e))
 - (b) Annual Renewal - Limited License \$50.00 (15-5(e))

B. Permit Fees

1. Permit Fee Schedule - Service Entrance or Feeder (15-19(a))

Service Entrance or Feeder	
0 to 100 amp	\$ 30.00
101 to 200 amp	\$ 60.00
201 to 400 amp	\$100.00
401 to 600 amp	\$150.00
601 to 800 amp	\$200.00
801 to 1000 amp	\$250.00
1001 to 1200 amp	\$300.00
Over 1200 amp	\$350.00

2. Permit Fee Schedule - Valuation

- (a) Fee Schedule (15-19(b))

Valuation	Fee
\$500.00 or less	\$30.00
\$501.00 to \$1,000.00	\$50.00
\$1,001.00 to \$10,000.00	\$50.00 plus \$1.75 per hundred or fraction thereof over \$1,000.00
\$10,001.00 to \$50,000.00	\$207.50 plus \$.55 per hundred or fraction thereof over \$10,000.00
Above \$50,001.00	\$427.50 plus \$.35 per hundred or fraction thereof over \$50,000.00

- (b) Owner Occupied - Single Family Residence (Owner as Contractor) 50% surcharge (15-19(b))
 - (c) Fee Surcharge (Construction without Permit) 100% surcharge (15-19(c))

- C. Annual Limited Permits \$50.00 (15-20(b))
- D. Electrical Commission (Variance/Interpretation)
1. Filing Fee - (Variance/Interpretation) \$150.00 (15-23(b))

DEPARTMENT OF FINANCE (CHAPTER 16)

A. Fees for Certain Services

Fee Schedule:

Charge for Returned Check \$25.00 (16-36)

FIRE DEPARTMENT AND FIRE PREVENTION (CHAPTER 17)

A. Emergency Medical Services (17-92(b))

- | | |
|--|-------------------|
| 1. Fee for Emergency Medical Services and Transportation | |
| 6. Basic Life Support Services | \$652.38* |
| 7. Advanced Life Support | \$782.87* |
| 8. Advanced Life Support 2 | \$675.00* |
| 9. Mileage | \$15.66 per Mile* |
| 10. Medical Treatment with No Transport | \$195.71* |
| 11. Oxygen | \$19.00* |

* The charges for the foregoing services shall be adjusted on January 1 of every year by multiplying the then current fee by 1.03 and the product shall be the new fee for such service.

- | | |
|-------------------|---|
| 2. Failure to Pay | \$25.00 plus accruing interest (17-92(d)) |
|-------------------|---|

B. Supplemental Fire Department Fees

- | | |
|---|---|
| 1. Fire Department Service Fees | |
| (a) Standby EMS Chase Event | \$125.00 per hour billed to the nearest ¼ hour w/ 2 hr. minimum \$250.00. |
| (b) Standby Medic Event | \$250.00 per hour billed to the nearest ¼ hour w/ 2 hr. minimum \$500.00 |
| (c) Standby College Sporting Event | \$350.00 Flat rate up to 4 hrs. |
| (d) Standby Additional College Hours | \$250.00 per additional hour billed to the nearest ¼ hr. |
| (e) Standby High School Sporting Event | \$220.00 Flat rate up to 4 hrs. |
| (f) Standby Additional High School Hours | \$121.00 per additional hour billed to the nearest ¼ hr. |
| 2. False Alarm Service Policy | |
| (a) False Alarm – First three in calendar year. | No Fee |
| (b) False Alarm – Fourth and Fifth in calendar year. | \$75.00 per each. |
| (c) False Alarm – Sixth and Seventh in calendar year. | \$100.00 per each. |
| (d) False Alarm – Eighth and Ninth in calendar year. | \$200.00 per each. |
| (f) False Alarm – Tenth and every succeeding false alarm. | \$300.00 per each. |
| (g) False Alarm without Permit/Certificate of Acceptance. | \$400.00 per each. |

HEALTH AND SANITATION (CHAPTER 22)

A.	Construction and Operation of Swimming Pools		(22-81)
1.	Permit Fees – Private Pool	\$10.00	
2.	Permit Fees – Public Pool	\$90.00	
B.	Septic Tanks		(22-88)
1.	Permit Fees – Septic Tank, Privy, Sink Drain, or Cesspool	No Fee	
C.	Massage Establishments and Massage Services		
1.	Filing of Application and Fee – Massage Establishment	\$25 per quarter year	(22-155)
2.	Filing of Application and Fee – Masseur or Masseuse		
	(a) Original Application Fee	\$25.00	(22-159)
	(b) Renewal Fee	\$10.00	(22-159)
D.	Rooming Houses		
1.	Application and License Fee	\$210.00	(22-182)
2.	Re-inspection Fee	\$53.00	(22-183(b))

JUNK DEALERS (CHAPTER 22.5)

A.	Junk Dealers		(22.5-2)
1.	Annual License Fee	\$100.00, License Fee shall be pro-rated so as to require a fee or each quarter year or part thereof.	

LAND SUBDIVISIONS AND PLANNED UNIT DEVELOPMENT CODE (CHAPTER 24)

A.	Submission and Review Procedures		
1.	Preliminary Subdivision Plan		
	(a) Filing Fee (Preliminary Subdivision Plan)	\$300.00 plus \$20.00 per lot	(24-3.2.2)
2.	Plan Review and Inspection Fee	Actual cost incurred by City*.	(24-3.4.3)
3.	Final Plat		
	(a) Filing Fee (Expedited Subdivision Plat)	\$300.00 plus \$20.00 per lot	(24-3.5.6(b)(4))
B.	Erosion and Sediment Control		
1.	Erosion and Sediment Control Permit		
	(a) Subdivisions with Public Improvements	Fee included with 24-3.4.3.	(24-6.3.4(a))
	(b) Sites less than one (1) acre	\$65.00	(24-6.3.4(b))
	(c) Sites greater than one (1) acres, but less than or equal to fifty (50) acres.	\$65 for first acre plus \$30.00 per acre for each additional acre or part thereof up to 50 acres total.	(24-6.3.4(c))
	(d) Sites greater than fifty (50) acres	\$65 for first acre plus \$30.00 per acre up to fifty (50) acres, plus \$5.00 for each acre or part thereof over 50 acres total.	(24-6.3.4(d))

*2% of estimated construction costs of public improvements shall be due prior to plan approval. The balance of actual costs incurred by the City shall be due prior to acceptance of the public improvements and upon the presentation of a statement from the City itemizing the time and costs of the City for the plan review and inspection.

LICENSES (CHAPTER 26)

- | | | | |
|----|----------------------------------|----------|---------|
| A. | Fees | | |
| 1. | Lost Licenses (Duplicate) | \$5.00 | (26-9) |
| B. | Parole Group Homes | | |
| 1. | Application and License Fee | \$100.00 | (26-22) |
| 2. | Investigations -Terms of License | \$100.00 | (26-23) |

MOTOR VEHICLES AND TRAFFIC (CHAPTER 29)

- | | | | |
|----|---|------------------------------|----------------|
| A. | Parking Permits | | |
| 1. | Parking Permit Fees (Contractor, Utility Company, or Other Agency) | | |
| | (a) Parking Permit Fees (Daily) | \$5.00 per day. | (29-130(a)) |
| | (b) Parking Permit Fees (Monthly) | \$50.00 per month. | (29-130(a)) |
| | (c) Replacement Fee (Lost, Stolen, or Misplaced) | \$25.00 | (29-130(d)) |
| | (d) Auto Release Fees | \$50.00 | (29-130(g)) |
| B. | City Parking System | | |
| 1. | Fee Lots and Garages | | |
| | (a) Abraham Lincoln Memorial Parking Garage | | (29-180(b)(1)) |
| | (1) Hourly Rate | \$1.00 | |
| | (2) Daily Maximum | \$10.00 | |
| | (3) Monthly Rate | \$50.00 | |
| | (b) Association of Commerce Parking Garage | | (29-180(b)(2)) |
| | (1) Hourly Rate | \$1.00 | |
| | (2) Daily Maximum | \$10.00 | |
| | (1) Monthly Fee | \$50.00 | |
| | (c) Major Butler Parking Lot | | (29-180(b)(3)) |
| | (1) Monthly Fee | \$50.00 | |
| | (d) Arena Parking Garage | | (29-180(b)(4)) |
| | (1) Hourly Rate | \$1.00 | |
| | (2) Daily Maximum | \$10.00 | |
| | (1) Monthly Fee | \$50.00 | |
| | (e) All other City owned parking facilities | | (29-180(b)(3)) |
| | (1) Monthly Fee | \$50.00 | |
| C. | Vehicle Seizure and Impoundment | | |
| 1. | Release Fee – Towed Vehicles | | |
| | (a) Release Fee | \$10.00 | (29-195(3)) |
| | (b) Release Fee (Second Vehicle Towed For Violation of Section 29-194A) | | (29-195(4)) |
| | | \$100.00 increasing \$100.00 | |
| | | per each vehicle towed up | |
| | | and not to exceed \$1000.00. | |
| | (b) Release Fee (Second Vehicle Towed For Violation of Section 29-193) | | (29-195(5)) |

\$100.00 increasing \$100.00
per each vehicle towed up
and not to exceed \$1000.00.

D. Vehicle Relocator License

1. Annual License Fee \$25.00 (29-228(a))

E. Overweight Permit Movements on City Streets

1. Fees for Load Exceeding Maximum Practical Weights Specified in Tables 1 and 2 (29-285)

Table 1. Single Trip Movement Overweight Load Fees for Standard Loads.

Category	f	g	h	i	j	k	l	m	n	o	p
Total Axles	6 or more	6 or more	6 or more	6 or more	5	5	4 or more	4 or more	3 or more	3 or more	2
Gross Weight (Max)	88,000	100,000	110,000	120,000	88,000	100,000	72,000	76,000	60,000	68,000	48,000
Front tandem or axle (max)/axles	34,000/ 2	44,000/ 2	44,000/ 2	48,000/ 2	44,000/ 2	48,000/ 2	34,000/ 2	44,000/ 2	21,000/ 1	21,000/ 1	25,000/ 1
Rear tandem or axle (max)/axles	48,000/ 3	54,000/ 3	54,000/ 3	60,000/ 3	44,000/ 2	48,000/ 2	40,000/ 2	44,000/ 2	40,000/ 2	48,000/ 2	
Fee	\$50.00	\$55.00	\$60.00	\$70.00	\$55.00	\$70.00	\$55.00	\$70.00	\$55.00	\$60.00	\$55.00

Table 2. Single Trip Movement Overweight Load Fees for Loads Exceeding Maximum Practical Weights.

Gross Weight	Total Axles	No Axle Exceeds	Fee
120,001 – 129,999	7 or more	25,000	\$180.00
130,000 – 139,999	7 or more	25,000	\$190.00
140,000 or more	8 or more	25,000	\$200.00

* Fees for Round Trip Movements will be calculated at 1.5 times the Single Trip Movement fees listed in Table 1 and 2.

2. Extended Term Permits (3 month extended term permits) \$250.00 (29-286)

3. Supplemental Permit Fees \$15.00 (29-287)

F. Engineering Inspections and Investigations

1. Engineering Inspections and Investigations Fees (Normal) (29-289(a))

- (a) Bridge Structural Analysis \$60.00 per hour plus computer costs.
(b) Pavement Structural Analysis \$60.00 per hour.
(c) Field Investigation of Movement Feasibility \$60.00 per hour.
(d) Accompanying the Move \$60.00 per hour.
(e) Interim or final inspection for damages \$60.00 per hour.

2. Engineering Inspections and Investigations Fees (Unusually Large Movements) (29-289(b))

- (a) Bridge Structural Analysis \$60.00 per hour.

- | | |
|---|-------------------------------------|
| (b) Pavement Structural Analysis | \$60.00 per hour. |
| (c) Field Investigation of Movement Feasibility | \$60.00 per hour for each Employee. |
| (d) Accompanying the Move | \$60.00 per hour for each Employee. |
| (e) Interim or final inspection for damages | \$60.00 per hour for each Employee. |

**NURSING AND SHELTER CARE HOMES, HOMES FOR AGED,
NURSERIES AND CONVALESCENT HOMES (CHAPTER 30)**

- | | | | |
|----|--|---------|---------|
| A. | Nursing Homes, Sheltered Care Homes, Home for Aged | | |
| 1. | Application and License Fee | \$40.00 | (30-8) |
| B. | Nursery or Convalescent Home | | |
| 1. | Application and License Fee | \$40.00 | (30-29) |
| | (SEE ALSO APPLICATION) | \$40.00 | (30-30) |

PARKS AND CEMETERIES (CHAPTER 31)

- A. City Sexton

Fee Schedule:

- | | | |
|---|---|-----------|
| For each grave for interment of person under ten (10) years of age: | \$50.00 | (31-1310) |
| For each grave for interment of person over ten (10) years of age: | \$60.00 | (31-1310) |
| For each exhumation of a person: | \$80.00 | (31-1310) |
| For other services preformed: | Materials and labor, plus 25% to cover overhead | (31-1310) |

PAWN BROKERS AND SECOND HAND DEALERS (CHAPTER 32)

- | | | | |
|----|-----------------------------|----------|---------|
| A. | Pawnbrokers | | |
| 1. | Annual License Fee | \$500.00 | (32-4) |
| B. | Secondhand Dealers | | |
| 1. | Application and License Fee | \$100.00 | (32-15) |

PLUMBING CODE (CHAPTER 34)

- | | | | |
|----|---|--------------------|-----------|
| A. | Contractor Registration | | |
| 1. | Plumbing Contractor License Fee | | |
| | (a) Annual License Fee | No Fee | (34-5) |
| | (b) Renewal Late Fee | No Fee | (34-5) |
| B. | General Rules and Regulations | | |
| 1. | Lawn Sprinkler Application (Lawn Sprinkler Contractors) | \$30.00 per system | (34-24.1) |

C. Regulations on Cross Connections Control

1. Cross Connection Control Devices (Back Flow Prevention Devices) Fees

- (a) Survey Filing Fees (Biennial) \$60.00(34-55(a))
 (b) Inspection \$60.00 per hour. (34-55(b))
 (c) Annual Certification of Cross Connection Control Device (Block Flow Device)\$40.00 (34-55(c))

D. Fees

1. Minimum Permit Fee \$30.00 (34-117(a))

2. Fee Chart (34-117(a))

Aspirators		\$15.00
Backwater valve		\$15.00
Bathtub with or without shower		\$15.00
Bidets		\$15.00
Cuspidors		\$15.00
Dishwashers:	Residential	\$15.00
	Commercial	\$15.00
Disposals:	Garbage	\$15.00
Drains:	Floor Drain	\$15.00
	Roof Drain	\$15.00
	Carwash or Repair Garage	\$15.00
	Trench drain	\$15.00
	Open Site Drain	\$15.00
	Parking Lot Drain	\$15.00
Fountains:	Drinking Fountain	\$15.00
	Water Fountain	\$15.00
Grease Interceptor		\$30.00
Oil Interceptors		\$30.00
Lawn Sprinkler:	Each Sprinkler head	\$1.00
Irrigation System		\$30.00
Lavatory/Hand Sink		\$15.00
Medical Equipment:	Instruments, utensils, etc	\$15.00
	Sinks	\$15.00
	Emergency showers	\$15.00
Pools:	Spas	\$15.00
	Whirlpools	\$15.00
	Private Pools	\$30.00
Pumps:	Water pressure built-in	\$30.00
	Sewage injection pump	\$30.00
	Circulating pump	\$15.00
Water/Sewer:	Water Service	\$30.00
	Sanitary Sewer Service	\$30.00
	Storm Sewer connection	\$30.00
Shower:	Stall or compartment	\$15.00
Sinks:	Kitchen sink	\$15.00
	3 compartment sink	\$20.00

	Laundry (tub) Sink	\$15.00
	Service (Mop) Sink	\$15.00
	Bar sink	\$15.00
	Surgeon, Pantry, Bedpan.	\$15.00
Softener:	Water Softener/Filtration	\$30.00
Sprinkler System:	Service connection	\$30.00
	Backflow preventer	\$30.00
Tanks:	Water Supply	\$30.00
	Pressure tanks	\$30.00
Traps, standpipes, etc.		\$15.00
Urinals:	Wall or Floor type	\$15.00
Waterclosets:	Floor or wall mounted	\$15.00
Water Heaters:	Domestic or residential	\$30.00
	Commercial	\$30.00
	Replacement with piping	\$30.00
Washer:	Clothes	\$15.00
	Garbage can	\$15.00

3. Pipe Replacement Fee (See Building Code Table 1 Fee Schedule – Chapter 10). (34-117(b))
4. Minor Repairs \$30.00 (34-117(c))
5. Pipe Work (See Building Code Table 1 Fee Schedule – Chapter 10). (34-117(d))
6. Owner Occupied – Single Family Residence (Owner as Contractor) 50% surcharge (34-117(e))
7. Fee Surcharge (Construction without Permit) 100% surcharge, but not less than \$50.00 (34-117(f))
8. Re-Inspection Fee \$50.00 (34-117(g))

POLICE DEPARTMENT (CHAPTER 35)

- A. Fees For Certain Services
 1. Fingerprint Requests \$20.00 per fingerprint card (35-30)
 2. Traffic Accident Reports
 - (a) Standard Traffic Accident Report \$5.00 (35-31)
 - (b) Investigated Traffic Accident Report \$20.00 (35-31)
- B. Supplemental Police Department Fees (35-31.5)
 1. Police Department Service Fees
 - (a) Subpoena Duces Tecum Fees \$25.00
 2. Sex Offender Registration
 - (a) Violent Offender Against Youth \$20.00 for initial registration and \$10.00 thereafter.
 - (b) Sex Offender Registration \$100.00
 3. Towing Violations
 - (a) Impound Fee \$400.00
 - (b) Tow Release Fee \$10.00
 4. False Alarm Service Policy
 - (a) False Alarm – First four in calendar year. No Fee
 - (b) False Alarm – Fifth in calendar year. \$250.00 per each.

(c) False Alarm – Sixth and every succeeding false alarm. \$50.00 per each.

SCAVENGERS (CHAPTER 36)

- A. Day Scavengers
 - 1. Annual License Fee \$25.00 (36-3)
- B. Night Scavengers
 - 1. Application and License Fee \$25.00 (36-8)

SEXUALLY ORIENTED ENTERTAINMENT BUSINESSES (CHAPTER 37.5)

- A. Sexually Oriented Entertainment Business
 - 1. Administrative Processing Fee \$250.00 (37.5-6.7(B))
 - 2. Annual License Renewal Fee \$250.00 (37.5-6.7(B))

STREETS, SIDEWALKS AND OTHER PUBLIC WAYS (CHAPTER 38)

- A. General Regulations
 - 1. Loud Speakers or Radio Broadcasting Equipment Permit \$2.00 (38-18)
- B. Sidewalks
 - 1. Public Sidewalk Construction Permit \$40.00 (38-47(b))
 - 2. Public Sidewalk Construction Permit (Construction Prior to Permit Issuance) \$70.00 (38-47(b))
 - 3. Street Closure Permit (Permission to Restrict City Streets) No Fee (38-63)
- C. Obstruction and Encroachments
 - 1. Street Closure Permit (Obstruct Sidewalk, Parkway, and/or Parking Lane) (38-78(a)(2))
 - (a) Street Closure Permit (Up to 2 weeks) \$40.00
 - (b) Street Closure Permit (More than weeks, but less than one month) \$70.00
 - 2. Street Closure Permit (Obstruct Traffic Lane) (38-78(b)(2))
 - (a) Street Closure Permit \$10.00 per day.
 - (b) Street Closure Permit (Obstruction Prior to Permit Issuance) \$20.00 per day.
 - 3. Mailbox Policy
 - (a) Mailbox Permit No Fee (38-83.1)
 - (b) Damage Reimbursement Cap \$150.00 (38-83.5)
- D. Excavations
 - 1. Excavation / Utility Permits (38-87(b))
 - (a) Excavation Permit (No cut of curbing or pavement) \$40.00
 - (b) Excavation Permit (with cut of curbing or pavement) \$40.00 plus deposit.
Deposit of \$100 for water main and \$200 for sewer main for each permit requiring cut in street curbing or pavement.

	(c) Excavation Permit (Excavation Prior to Permit Issuance)	\$80.00	
2.	Laying Pipe, Etc. Permit (Public right-of-way and/or public place) Included in D(1) Fee (38-91)		
E.	Driveways		
1.	Permits for Driveways Approaches (Curb Cuts)		(38-123(c))
	(a) Driveway Approach Permit	\$40.00	
	(b) Driveway Approach Permit (Construction Prior to Permit Issuance)	\$80.00	
E.	Housemovers		
1.	Annual License Fee	\$75.00	(38-139)
F.	Soliciting Funds on Sidewalks and Public Ways		
1.	Soliciting Permit Fee	No Fee.	(38-161)
G.	Sales From Vehicles, Carts, Etc. (Street Vendors)		
1.	License Required		
	(a) Annual Fee (Locations in the Downtown Business Districts)	\$250.00	(38-166.2(d)(1))
	(b) Annual Fee (Locations outside the Downtown Business Districts)	\$250.00	(38-166.2(d)(2))
	(c) Non-Annual Fee (All locations)		
	(1) Less than one week.	\$20.00 per day.	(38-166.2(d)(3))
	(2) One week.	\$100.00 per week.	(38-166.2(d)(3))
H.	Sidewalk Cafe		
1.	Annual Permit Fee	\$100.00.	(38-167.2)

TAXI CABS (40)

A.	Certificate of Public Convenience		
1.	Application for Certificate	\$100.00	(40-202)
2.	Investigation		
	(a) Applicant Background Investigation	\$10.00 each person.	(40-203)
	(b) Fingerprinting Report	\$20.00	(40-203)
3.	License Fee		
	(a) Annual License Fee – First taxicab or downtown shuttle	\$200.00	(40-207(a))
	(b) Annual License Fee – Each additional vehicle	\$50.00	(40-207(a))
B.	License Plates		
1.	Replacement of Certificate or Plate	\$5.00	(40-303)
C.	Drivers Permit		
1.	Application Fee	\$25.00	(40-402)
2.	Replacement of Permit or Identification Card	\$1.00	(40-407)

- D. Downtown Shuttles
 - 1. Safety Certificate \$10.00 (40-1005(a))
- E. Transportation Network Providers
 - 1. License Fee \$100.00 (40-1204(a))
 - 2. Annual Renewal Fee \$100.00 (40-1204(a))

TOBACCO (CHAPTER 41)

- A. Licensing the Sale of Tobacco
 - 1. License Fee \$25.00 (41-4)

MOBILE HOME PARKS & HOUSE-CAR TRAILERS (CHAPTER 43)

- A. Manufactured Home Park Licenses
 - 1. Licenses
 - (a) Application and Annual License Fee \$100.00, plus \$5.00 per each lot. (43-3.4)
 - (b) License Transfer \$100.00 (43-3.3)

ZONING (CHAPTER 44)

- A. General Provisions
 - 1. Accessory Buildings and Uses
 - (a) Temporary Sales – Mobile Food Vending Operators Filing Fee (44-4.4(F)(2)(c)(14))
 \$50.0 filing fee per location or
 annual fee of \$250.00 (15-6)
 per month or portion of a month
 that delinquency has continued.
- B. Schedule of Fees (44-13.6)
 - 1. Amendments \$125.00
 - 2. Special Uses \$125.00 (plus recording fee of \$21.00)
 - 3. Planned Unit Developments See Ch.24, Division 3
 - 4. Site Plan Reviews \$125.00
 - 5. Appeals \$125.00
- * In addition to the filing fee cited hereinabove, the applicant shall be responsible for paying the City for the cost of publishing any public notice of any public hearing on any zoning map amendment or special use application filed with the City by such applicant.
- * Any petition for a variation or interpretation of this Code from the Board of Zoning Appeals shall be accompanied by a fee of One Hundred Fifty Dollars (\$125.00). Each extra petition in a multiple petition shall be charged a fee of Fifty Dollars (\$25.00).

PROPERTY MAINTENANCE CODE (CHAPTER 45)

- A. Property Maintenance Inspection

1. Fees
 - (a) Re-inspection Fee \$25.00 (45-103.5(a))
 - (b) Inspection Fee For Code Compliance (Per Inspector) \$10.00 (45-103.5(b))
- B. Rental Property Inspection
 1. Fees (45-900.13(a))
 - (a) Annual Registration Fee (Per Building or, if more than one rented condominium unit within building, then \$65 per rented unit) \$65.00
 - (b) Additional Registration Fee (Per Unit in Building with 3 or more units) \$5.00
 - (c) Missed Inspection Fee (Per Building or condominium) \$75.00
 - (d) Second Re-Inspection Appointment Fee \$100.00
 - (e) Late fees on billing statements: 10% interest per month on outstanding balance.
- C. Neighborhood Preservation
 1. Fees (45-1100.5(a))
 - (a) Derelict Building Registration Fee (Initial Term) \$30.00
 - (b) Annual Renewal Registration \$100.00

EXHIBIT B
VARIOUS AMENDMENTS TO CITY CODE

Chapter 2: Section 9: Fees for Certain Services.

Any City officer, upon whom the duty devolves, is hereby authorized to demand and receive as fees those set forth in the Schedule of Fees. ~~for the use of the City, except where provision is herein made to the contrary:~~

~~For issuing every license, Fifty Cents; For approving bond where required, Fifty Cents; For transferring each license, Fifty Cents; For taking bond on such transfer, Fifty Cents; For each deed for real estate issued by the City, Two Dollars; For certified copies of any record, One Dollar, which will be in addition to a charge of Eighteen Cents for each page copied.~~

Chapter 2: Section 45.5 Disclosure of Public Records

(b) Fee Schedule. The fees for copying and provisions of records under the Freedom of Information Act shall be as set forth on the Schedule of Fees. ~~The following schedule of fees to be charged for copies and certification of public documents pursuant to the Freedom of Information Act is as follows:~~

(1) ~~Fee Schedule:~~

~~Xerox Copies~~

~~Photocopies~~

~~Black and white: less than eight (8) pages no charge
\$0.25 per page for any document over eight
(8) pages, duplex whenever possible~~

~~Color: \$0.75 per page~~

~~Blueprints actual cost of reproduction~~

~~Microfilm actual cost of reproduction~~

~~CD actual cost of reproduction~~

~~Photographs actual cost of reproduction~~

~~Computer Runs \$43.00/hour (each job priced separately)~~

~~(Ordinance No. 2008-82)~~

~~(2) — The City Clerk, any Department Head, and any person designated by a Department Head to respond to a request for public records may upon determination that the probable cost of copying requested records would exceed Ten Dollars (\$10.00) require payment of the estimated cost by the requester prior to actually copying such records. If the actual cost of copying said records according to the Fee Schedule provided in this Section exceeds or is less than the estimated cost, the requester will be required to pay or be refunded the difference accordingly at the time the copies are delivered to the requester.~~

~~Chapter 2: Section 54.5: City's Attorneys— Fees.~~

~~Attorneys appearing on behalf of the City shall be entitled to the following fees:~~

~~For each conviction in prosecutions for ordinance violations and for each Judgment obtained for sums due the City for any reason, \$10.00;~~

~~For each day actually employed in the trial of a case, \$25.00; in which case the court before whom the case is tried shall make an order specifying the number of days for which a per diem shall be allowed;~~

~~For each case of forfeited recognizance where the forfeiture is set aside at the instance of a defense, in addition to the ordinary costs, \$10.00 for each defendant.~~

~~All the foregoing fees shall be taxed as costs to be collected from the defendant, if possible, upon entry of judgment against him or her.~~

~~All moneys collected by them shall be paid over to the authorities entitled thereto, unless otherwise provided by order of the court~~

Chapter 2: Section 63: Board of Fire and Police Commissioners.

(c) Appointment by Board. Such Board of Fire and Police Commissioners shall appoint all officers and members of the Fire and Police Departments of the City, except the Chief of Police and the Chief of the Fire Department, which appointments shall be made by the City Manager. All appointments made by the Board of Fire and Police Commissioners shall be from the rank next below that to which the appointment shall be made, other than that of the lowest rank.

The Board of Fire and Police Commissioners is authorized to charge application fees as set forth on the Schedule of Fees ~~an application fee of Twenty five Dollars (\$25.00)~~ to each person who desires to submit an application for employment as an entry-level police officer or firefighter. No application for employment as a police officer or firefighter shall be accepted without payment of such application fee. An application fee shall not be required of any person who has previously been on a register of eligibles. No application fee shall be required of police officer applicants seeking to be hired pursuant to subsection (g) of this Section.

Chapter 3: Section 3.2: Sign Contractor's Registration.

(b) Sign Contractor Registration Fee. Before any person, firm, or corporation shall engage in the business of sign contracting in the City or continue in said business, such person, firm or corporation shall be required to pay a registration fee ~~of Fifty Dollars (\$50.00) the first year and Fifty Dollars (\$50.00) per year thereafter~~ as set forth in the Schedule of Fees. The City Clerk shall keep a suitable record of all such registrations of sign contractors in the City.

Chapter 3: Section 3.10: Permit Fees.

(a) Application for permits shall be filed with the Sign Code Administrator, together with a permit fee which shall be based on the reasonable cost of the sign and supporting structure which includes cost of material and labor in accordance with the City's Schedule of Fees ~~fee schedule of subsection (b)~~. If the Administrator determines that the applicant's estimate of cost is unreasonable, the Administrator may estimate the cost for purposes of establishing the fee. Permit for Neon outline lighting or skelton lighting will be based on estimated value of job.

If any sign is hereafter erected, placed, installed or otherwise established on any property prior to obtaining a permit as required by this Section, the fees specified in ~~subsection (b)~~ the Schedule of Fees shall be doubled. Payment of such fee shall not relieve any person from complying with other provisions of the Advertising Code or from penalties prescribed therein.

~~(b) — Fee Schedule Based on Estimated Value of Improvements:~~

Estimated Cost of Improvement	Fee*
Less than \$1,000	\$14.00 plus \$.26 per square foot of sign area.
Between \$1,000 and \$10,000	\$14.00 plus \$7.00 per thousand of estimated cost over \$1,000 plus \$.26 per square foot of sign area.
Over \$10,000	\$77.00 plus \$4.00 per thousand of estimated cost over \$10,000 plus \$.26 per square foot of sign area.

~~*The calculation of the permit fee for any sign shall be based on all faces with a message, except that for a double face sign the fee shall be based on the larger face multiplied by 1.5.~~

(c) All portable temporary signs not exempted in the Code shall be charged a permit fee ~~as set forth in the Schedule of Fees of Twenty Dollars (\$20.00)~~ for each permitted time on a location. The fee for such signs may be waived by the Administrator when placement on a lot is for forty-eight (48) hours or less.

Chapter 3: Section 11.4: Non-Electrical Portable Signs; Permits Required.

(a) Permit. It shall be unlawful for a non-electrical portable sign to be placed or displaced at any outdoor location unless a permit has been secured from the Administrator. The permit fee shall be as set forth in the Schedule of Fees per location and permits ~~Twenty Dollars (\$20.00)~~ for each sign, ~~location and~~ allowed thirty (30) day duration.

Chapter 3: Section 24: License Fee.

Every person, firm, or corporation carrying on the business of distributing handbills, samples, or advertisements of any kind within the City of Bloomington shall pay an annual license fee as set forth in the Schedule of Fees ~~of Fifty Dollars (\$50.00)~~.

Chapter 4: Section 13: Certificate of Director of Air Pollution Control Required Before Operation of Plant for Generation and Protection of Heat, Power, Etc.

It shall be unlawful for any person to use any new or altered plant, or any plant duly sealed under the provisions of this Chapter, or any plant that has been idle for a period of more than twelve months, for the production and generation of heat and power, or either of them, or for the burning of refuse or dirt or grit or fume producing process until he shall have first procured a certificate, and paid any applicable fee as set forth in the Schedule of Fees, from the Director of Air Pollution Control certifying that the plant is so constructed that it will do the work required with the type of fuel and equipment used; and that in the opinion of the Director it can consistently be so managed by a person who ordinarily attends such plant that in burning the type of fuel in the manner specified in the permit, no dense smoke, soot, fly ash, noxious acids, fumes, or gases shall be emitted from the chimney connected with the furnace or firebox or discharged to the atmosphere in violation of the provisions of this Chapter, and that a notice of the size, type, kind, and the manner of burning the fuel as specified in the permit has been prominently displayed and permanently attached to the plant.

The issuance and delivery by the Director of Air Pollution Control of any permit or certificate for the construction or alteration of any plant or chimney connected with a plant shall not be held to exempt any person to whom any such permit or certificate has been issued and delivered, or who is in possession of any such permit or certificate, from prosecution on account of the emission of dense smoke, fly ash, soot, cinders, noxious acids, fumes, or gases or dust or grit caused or permitted by any such person.

Any person violating the provisions of this Section shall be punished as provided in Section 1.6 of this Code.

Chapter 4: Section 18: Installation, Erection, Etc. of Commercial and Industrial Ventilating and Exhaust Equipment and Systems - Plans and Specifications; Permit Required; Inspection of Premises.

No commercial or industrial ventilating and exhaust equipment and systems nor the alterations thereof shall be installed, erected, or altered in the City until plans and specifications of the same

have been filed by the owner, contractor, installer, or other persons in the office of and approved by the Director of Air Pollution Control as being so designed that the same can be managed and operated to conform to the provisions of this Article and to prevent air pollution nor until a permit, along with payment of any applicable fees as set forth in the Schedule of Fees, has been issued by him for such installation, erection, or alteration. Plans and specifications so filed with the Division of Air Pollution Control shall show the type of installation and all appurtenances thereto, including all provisions made for the purpose of preventing air pollution. Such plans shall further show the dimension of the room or rooms in which the ventilating and exhaust equipment and system is to be located and the location and dimension of all chimneys, outside ducts or vents, used in connection with or as a part of the system. Upon the inspection and approval of the plans and specifications by the Director of Air Pollution, if such plans and specifications shall show that adequate and approved provisions for the purpose of eliminating poisonous, deleterious material, dust, vapors, gases, dust, grit, and fumes have been made, a permit for the installation or for the construction, erection, or alteration of such system shall be issued.

As soon as the Director of Air Pollution Control has issued the permit as above provided, it shall be the duty of the various departments having charge of the inspection of the premises wherein the ventilating and exhaust equipment and system is located to cooperate with the Director to see that the execution of the work so authorized by the permit shall be done in conformity with the plans and specifications submitted and approved and that the provisions of this Article and the Code of the City are complied with. If any such plans and specifications as described above are not submitted to the Division of Air Pollution Control for approval previous to the installation of any new commercial or industrial ventilating and exhaust equipment and system, or the alteration of any such existing system or any chimney, outside duct, or vent connected with such system, the Director shall be authorized to seal immediately such equipment until the owner, contractor, installer, or other person has complied with the provisions of this Article.

Chapter 6: Section 7B: License Fees.

(a) The annual license fee for each of the classes of licenses shall be as set forth in the Schedule of Fees. ~~below:~~

(1) ~~For calendar year 2016, license fees shall be as follows:~~

- (i) ~~CA, EA, RA, ST and TA Class Licenses: \$1,760.00;~~
- (ii) ~~CB, EB, RB and TB Class Licenses: \$660.00;~~
- (iii) ~~GPA and PA Class License: \$960.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;~~
- (iv) ~~GPB and PB Class License: \$730.00, except to the holder of a CB, EB, RB or TB Class License, then \$170.00; and except to the holder of a CA, EA, RA or TA, then 0.00;~~
- (v) ~~S Class License: \$450.00, except the holder of CA and CB Class License, then 0.00;~~
- (vi) ~~MA Class License: \$960.00; MB Class License: \$660.00;~~

(2) ~~For calendar years 2017 and 2018, License fees shall be as follows:~~

- (i) ~~CA, EA, RA, ST and TA Class Licenses: \$2,100.00;~~
- (ii) ~~CB, EB, RB and TB Class Licenses: \$700.00;~~
- (iii) ~~GPA and PA Class License: \$1,100.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;~~
- (iv) ~~GPB and PB Class License: \$800.00, except to the holder of a CB, EB, RB or TB Class License, then \$200.00; and except to the holder of a CA, EA, RA or TA, then 0.00;~~
- (v) ~~S Class License: \$500.00, except the holder of a CA and CB Class License, then 0.00;~~
- (vi) ~~MA Class License: \$1,100.00; MB Class License: \$700.00;~~

(3) ~~For calendar years 2019 and 2020, License fees shall be as follows:~~

- (i) ~~CA, EA, RA, ST and TA Class Licenses: \$2,400.00;~~
- (ii) ~~CB, EB, RB and TB Class Licenses: \$800.00;~~
- (iii) ~~GPA and PA Class License: \$1,200.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;~~
- (iv) ~~GPB and PB Class License: \$900.00, except to the holder of a CB, EB, RB or TB Class License, then \$225.00; and except to the holder of a CA, EA, RA or TA, then 0.00;~~
- (v) ~~S Class License: \$550.00, except the holder of a CA and CB Class License, then 0.00;~~
- (vi) ~~MA Class License: \$1,200.00; MB Class License: \$750.00;~~

(4) ~~For calendar year 2021 and thereafter, License fees shall be as follows:~~

- (i) ~~CA, EA, RA, ST and TA Class Licenses: \$2,700.00;~~
- (ii) ~~CB, EB, RB and TB Class Licenses: \$900.00;~~
- (iii) ~~GPA and PA Class License: \$1,300.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;~~
- (iv) ~~GPB and PB Class License: \$1,000.00, except to the holder of a CB, EB, RB or TB Class License, then \$300.00; and except to the holder of a CA, EA, RA or TA, then 0.00;~~
- (v) ~~S Class License: \$600.00, except the holder of a CA and CB Class License, then 0.00;~~
- (vi) ~~MA Class License: \$1,300.00; MB Class License: \$850.00;~~

(b) The fee for each Class "LA", "LB", "SA" and "SB" licenses issued shall be as set forth in the Schedule of Fees ~~One Hundred Dollars (\$100.00) for the first day any such license is in effect and Fifty Dollars (\$50.00) for each subsequent day up to a maximum of \$500.00 per license.~~ A separate license is required for each premise for which a license is issued. A separate license is also required for each event at a single premise, provided however that a series of performances at a single premise sponsored, hosted, produced or organized by the same person, entity, group or organization shall be considered a single related event and such related events shall require only one license.

(c) The annual license fee for a Class "W" license shall be as set forth in the Schedule of Fees ~~Seventy five Dollars (\$75.00).~~

(d) The fee for each Class "SPA" or "SPB" license issued shall be as set forth in the Schedule of Fees ~~\$500.00 for each season.~~

Chapter 6: Section 3: Number of Licenses Limited - Applications.

Applications for creation of such licenses shall be made to the Mayor upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified by the oath or affirmation of the applicant, if an individual. If the applicant is a partnership, all parties shall sign and verify the application. In case the application is a corporation or club, all officers must sign and verify the application and indicate their official position. The information recited in the application form must be verified as to each person signing the application. Such application shall be submitted and filed with the City Clerk's Office after payment to the City on an application fee as set forth in the Schedule of Fees of \$400.00, ~~except that there shall be no fee for applications for an LA, LB, SA, SB or W licenses.~~ Each application shall contain the following information and statements:

Chapter 6: Section 9: License to be Posted - Lost License.

Every person licensed in accordance with the provisions of this Chapter immediately shall post the license so issued in a conspicuous place on the licensed premises and shall keep such license so posted during all of the time said license is in force. Whenever such license shall be lost or destroyed a duplicate license shall be issued at a cost as set forth in the Schedule of Fees ~~at a charge of Five Dollars (\$5.00).~~

Chapter 7: Section 3: Annual Fee.

Any person securing an annual license for motion pictures, or theatricals, naming a specific place or building where the performances are to be presented, may present therein any number of performances, including theatricals, during the year for which the license was secured without having to pay any additional fee. The license fee on enclosed theatres shall be as set forth in the Schedule of Fees ~~thirty-five (35) cents per seat per year.~~ The license fee on drive in theatres shall be as set forth in the Schedule of Fees ~~the sum of \$100.00 per year.~~

Chapter 7: Section 35: Operator's License Fee.

The license fee for each operator, as above defined, shall be as set forth in the Schedule of Fees ~~\$200.00 per year~~, payable quarterly in advance. No license shall be issued for less than one year, and in no case shall any portion of said license fee be repaid to the licensee.

Chapter 7: Section 36: License Fee for Each Machine.

In addition to the license fee required in the preceding Sections there shall be a fee, as set forth in the Schedule of Fees, ~~of \$36.00 per year~~ for each device operated or set up for operation by an operator or proprietor of an establishment. Said fee shall be paid quarterly in advance, and no license shall be issued for less than one year. In no case shall any portion of said license fee be repaid to the licensee. Payment of the fees required in Sections 35 and 36 shall be made to the Director of Finance.

Chapter 7: Section 55: Operator's License Fee.

The license fee for each operator, as above defined, shall be as set forth in the Schedule of Fees ~~\$500.00~~ per year in advance, payable annually, semiannually or quarterly. No license shall be issued for less than one (1) year, and in no case shall any portion of said license fee be repaid to the licensee. The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year.

Chapter 7: Section 56: License Fee for Each Machine.

In addition to the operator's license fee required in this Article, there shall be paid an annual license fee as set forth in the Schedule of Fees for each device operated ~~calculated by multiplying the number of devices operated or set up for operation times \$60.00~~. Said fee shall be paid in advance annually, semiannually or quarterly, and no license shall be issued for less than one (1) year. In no case shall any portion of said license fee be repaid to the licensee. Payment of the license fee required by this Article shall be made to the Director of Finance.

The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year.

Chapter 7: Section 87: License Fee.

Licenses may be granted to the keepers of any billiard or pool tables, bagatelle tables or bowling alleys on the following terms and conditions:

- (a) To the keepers of billiard or pool tables for the term of one year; a fee, as set forth in the Schedule of Fees, ~~\$18.00~~ for every table, payable annually in advance.
- (b) To the keepers of bagatelle tables for the term of one year; a fee, as set forth in the Schedule of Fees, ~~\$18.00~~ for every table, payable annually in advance.
- (c) To the keepers of nine or ten pin alleys for the term of one year; a fee, as set forth in the Schedule of Fees, ~~\$25.00~~ for every alley, payable annually in advance.

Every license shall expire on the thirty-first (31st) day of December of the year in which it is issued. The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year.

Chapter 7: Section 96: License Fee.

Licenses shall be issued for one (1) year, expiring December 31st of each year. The owner or operator of roller skating rinks or places to be used for roller skating rinks or places to be used for roller skating shall pay to the Director of Finance for the license hereinabove required a fee as set forth in the Schedule of Fees ~~the sum of One Hundred Eighty Dollars (\$180.00) for one (1) year or Forty five Dollars (\$45.00) for one quarter~~. The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year.

Chapter 7: Section 99: License Fee.

No license shall be issued hereunder until the applicant has paid the Director of Finance the annual fee in full. The fee of each said license for an outdoor course shall be as set forth in the Schedule of Fees ~~One Hundred Dollars (\$100.00)~~ per year, or any part of a year, and for an indoor course, a fee as set forth in the Schedule of Fees ~~Three Hundred Dollars (\$300.00)~~ per year, or any part of a year. All licenses hereunder shall expire on December thirty-first (31st) of the year in which they were issued.

Chapter 7: Section 103: License Fee.

The following or license fee shall be imposed upon each license granted and shall be paid to the Director of Finance upon the granting of such license by the City Manager; the managers of, or agents for, circus or menagerie companies, wild west shows, or other exhibitions showing in tents or in the open air shall pay to the Director of Finance a sum as set forth in the Schedule of Fees ~~the sum of Seventy five Dollars (\$75.00)~~ to parade or to load or unload within the corporate limits of the said City; said license shall expire on December 31st of the year in which it is issued.

Chapter 7: Section 106: Shooting Gallery - License Penalty.

No person shall own, keep, or run any shooting gallery or place for target shooting without first obtaining a license therefor, and payment of a fee as set forth in the Schedule of Fees, from the City Manager under a penalty of \$25.00 for each offense. Each day that any such shooting gallery or place for target shooting shall be kept or run shall constitute a separate offense.

Chapter 7: Section 110: License Fee.

The fee for each public dance hall license shall be as set forth in the Schedule of Fees ~~Four Hundred Dollars (\$400.00)~~ per year. All licenses hereunder shall expire on December 31st of the year in which they were issued. Applicant for the same shall pay a prorated fee during the fiscal year whereby the same shall be charged one-fourth ($\frac{1}{4}$) of the total fee for each three (3) months or fraction thereof until the succeeding December 31st, after which time the annual fee ~~of Four Hundred Dollars (\$400.00)~~ shall be paid in full.

Chapter 7: Section 124: Video Gaming Licenses.

The fee for a Video Gaming License shall be as set forth in the Schedule of Fees. ~~There shall be no fee for a Video Gaming License in the City of Bloomington.~~ Video Gaming Licenses shall be issued by the Clerk and shall be for a twelve-month period commencing on April 1 of each year.

Chapter 8: Section 53: Reclamation of Impounded Animal.

(a) Any impounded dog or cat may be reclaimed by:

(1) payment of a City of Bloomington release fee in an amount set forth in the Schedule of Fees ~~of \$50.00~~; and

- (2) signing an acknowledgment of ownership of the animal; and
- (3) complying with all applicable rules and regulations and paying all charges and fees pertaining to the impoundment and care of the animal imposed by McLean County Animal Control.

Chapter 8.5: Section 203: Procedure.

(a) Filing. All annexation agreements must be filed with the City Clerk in sufficient time to be included on the agenda of the Council Meeting at which it will be first considered. Each annexation agreement shall be accompanied by a filing fee as set forth in the Schedule of Fees ~~of \$100.00~~ which shall be nonrefundable unless said agreement is withdrawn prior to the time any notices are published or staff meetings held thereon. In addition to the filing fee cited herein, the applicant shall be responsible for paying the City for the cost of publishing the public notice of the public hearing on any annexation agreement filed with the City by such applicant. The applicant shall pay such cost to the City Clerk prior to the public hearing on such application. Failure to pay such cost prior to the public hearing shall result in the cancellations of such hearing. In addition, an Annexation Fee must be paid as set forth in the Schedule of Fees.

Chapter 8.5: Section 205: Fees to be Paid as a Condition of Annexation to the City.

As a condition of annexing property into the corporate limits of the City of Bloomington, property which is the subject of annexation agreements entered into after the effective date of this ordinance shall be subject to the fees as set forth in the Schedule of Fees. ~~following fees. Such fees must be paid to the City upon the application by the developer or owner for building permits for individual lots in such annexed property.~~

The fees ~~set forth hereafter~~ constitute the City's estimation of services rendered by the City of Bloomington for newly annexed property. The fees are calculated on a per lot basis for R-1A, R-1B, R-1C, R-1H and R-2 lots and on a square foot basis for R-3A, R-3B, R-4 and C-1, C-2, C-3, B-1, B-2, B-3, M-1, M-2 and W-1 lots. Parcels submitted as Planned Unit Developments shall also be calculated on a square foot basis. Lots zoned for S-1 (University District), S-2 (Public Lands and Institutions District) and S-5 (Airport District) shall not be subject to the annexation fees established in this Section, unless property in the S-2 or S-5 District is sold or leased by the owner, in which case annexation fees shall be paid on a square footage basis at the time of the execution of such sale or lease.

~~City Annexation Fee per Residential Lot: \$ 540.41~~

~~City Annexation Fee per Commercial Square Foot: \$ 0.04616~~

In calculating the area subject to annexation fees, areas to be used for required landscaping or retention/detention basins shall not be used in such calculation.

~~The fees set forth above are set at the dollar value for August, 2003. The fees set forth above shall be automatically increased according to the consumer price index for all urban consumers (CPI-U) as established by the U. S. Department of Labor at the time such fees are paid. In the event of~~

~~a dispute, the decision of the City Manager as to the proper price index (annual or monthly, seasonally adjusted or not adjusted) shall be final.~~

Chapter 9: Section 3: License Fee.

The license fee for auctioneers shall be as set forth in the Schedule of Fees ~~Fifty Dollars (\$50.00)~~ for the period of one (1) year. The license shall expire on December 31st of the year in which it is issued.

Chapter 10: Section 23: Building Board of Appeals

(6) Appeal Procedure.

(a) Application for Appeal. Any application for appeal shall be made within ten days from the date of the decision appealed from, by filing with the Director of Planning and Code Enforcement a Notice of Appeal specifying the grounds for the appeal. The Director of Planning and Code Enforcement shall transmit to the Board of Appeals the Notice of Appeal and all papers or documents on which the matter appealed from was based.

(b) Any petition for a variance/interpretation from the Building Board of Appeals shall be filed with the Planning and Code Enforcement Department, accompanied by a fee as set forth in the Schedule of Fees ~~of One Hundred Fifty Dollars~~, payable to the City of Bloomington. Each additional petition in a multiple petition shall be charged a fee as set forth in the Schedule of Fees ~~of Thirty Dollars~~.

Chapter 10: Section 108.7: Fee Schedules.

(a) General. The fee for permits for work regulated by any Code adopted by reference into Bloomington City Code Chapter 10 shall be as set forth in the Schedule of Fees ~~provided in this Section 108.7~~. The fee for a permit shall be based on the reasonable cost/value of the improvement, including material and labor. ~~fee schedule of subsection (b) of this Section~~. If the Code Official/Building Official determines that the applicant's estimate of the cost of the improvement is unreasonable, the permit fee shall be established according to the provisions of subsection (c) of this Section. One and Two family dwellings shall be calculated per subsection (d) of this section. The Code Official's/Building Official's determination of reasonability of the applicant's estimate shall be appealable as provided in Sections 121.1 and 121.1.1 of this Code.

~~(b) Fee Schedule based on estimated value of improvements:~~

<u>Estimated Cost</u>	<u>Fee</u>
\$0 – \$1,000	\$30.00 minimum
\$1,001 – \$5,000	\$30.00 plus \$.80 per hundred or part thereof of the estimated cost over \$1,000 – Maximum – \$62.00

\$5,001 – \$10,000	\$62.00 plus \$.54 per hundred or part thereof of the estimated cost over \$5,000 – Maximum – \$89.00
\$10,001 – \$50,000	\$89.00 plus \$.44 per hundred or part thereof of the estimated cost over \$10,000 – Maximum – \$265.00
\$50,001 – \$100,000	\$265.00 plus \$.36 per hundred or part thereof of the estimated cost over \$50,000 – Maximum – \$445.00
\$100,001 – \$500,000	\$445.00 plus \$.29 per hundred or part thereof of the estimated cost over \$100,000 – Maximum – \$1,605.00
\$500,001 – \$1,000,000	\$1,605.00 plus \$.27 per hundred or part thereof of the estimated cost over \$500,000 – Maximum – \$2,995.00
\$1,000,001 – \$5,000,000	\$2,995.00 plus \$.23.5 per hundred or part thereof of the estimated cost over \$1,000,000 – Maximum – \$12,355.00
\$5,000,001 – \$10,000,000	\$12,355.00 plus \$.20.5 per hundred or part thereof of the estimated cost over \$5,000,000 – Maximum – \$22,605.00
\$10,000,001 – \$50,000,000	\$22,605.00 plus \$.16 per hundred or part thereof of the estimated cost over \$10,000,000 – Maximum – \$86,605.00
\$50,000,001 – \$100,000,000	\$86,605.00 plus \$.13.5 per hundred or part thereof of the estimated cost over \$50,000,000 – Maximum – \$154,105.00
\$100,000,001 and over	\$154,105.00 plus \$.09 per hundred or part thereof of the estimated cost over \$100,000,000

(c) Alternate Method of Establishing Cost of Improvement or Valuation. Should the declared estimated value of improvements, which is the basis of permit fee calculation, be deemed unreasonable by the Code Official/Building Official, the most recent Building Valuation Data Report of the International Code Council Inc., or equal will be used in establishing the correct valuation.

NOTE:

(1) ~~This~~ The applicable Schedule of Fees is applicable to each building on a lot considered separately as independent fire areas. For purposes of this Section, any structure under one roof shall be considered one building.

(2) The Director of Community Development may waive or adjust the amount of the fee for any permit required by this Chapter.

(d) Fees for new one and two family homes shall be calculated on the gross area of the dwelling based on the ~~following~~ Schedule of Fees. ~~fee schedule~~:

1.) ~~Finished floor area~~ — ~~\$.15 per gross square foot~~

2.) ~~Finished Basements~~ — ~~\$.15 per gross square foot~~

3.) ~~Unfinished basements~~ — ~~\$.08 per gross square foot~~

4.) ~~Garages/carports~~ — ~~\$.08 per gross square foot~~

5.) ~~Building Additions shall be based on area or cost of work per the building permit fee schedule, which ever is greater.~~

(e) Definitions. For clarity, the following definitions and guidelines are herein incorporated:

(1) Estimated cost/value include all cost of labor and material given a fair market value. A contractor-owner contract or letter of acceptance, certified architect-engineer estimate or accepted bid, or equivalent shall be acceptable as estimated cost adjusted only as allowed by other provisions of this Section.

(2) Allowed exclusions from the estimated cost for fee consideration are the costs of the following:

a. Painting;

b. Nonstructural embellishments;

c. Permanent cabinetry or shelving not affecting area, exiting or fire rating requirements of the Code;

d. Except in residential occupancy/use, fixtures not basic to the occupancy or use of the building/structure, except lighting fixtures;

e. Fixtures, devices, equipment, and appliances covered by a separate permit;

f. Landscaping not required by statute.

(3) For the purposes of clarification, the following costs are included in the estimated cost:

a. Excavation work for foundations and subgrade structures;

- b. Rough grading for drainage;
 - c. Dust proofing of parking lots/spaces including drainage facilities as approved and endorsed to the department by the Engineering and Water Department;
 - d. Work required by zoning, rezoning, or annexation conditions under the department's supervisory jurisdiction.
- (4) The estimated cost for permit and fee considerations of temporary buildings/structures shall be the labor cost of assembling, disassembling, and disposal or moving without affecting regular street traffic.
- (f) Fee Surcharge. Any work undertaken without a permit shall be subject to a surcharge of 100% of the regular charge or Fifty Dollars (\$50.00), whichever is greater, upon issuance of a valid permit. This shall be construed as a supplemental penalty accruing regardless of any imposition provided for in Section 116.4 of this Code.
- (g) A fee will be required for the review of construction documents/plans, other than 1 & 2 family dwellings, for work regulated by any code adopted or by referenced by Bloomington City Code Chapter 10. The fee for this review shall be of the reasonable value/cost of each separate project shall be as set forth in the Schedule of Fees, as follows:

<u>Estimated Cost of Project</u>	<u>Fee and Multiplier</u>
\$ 0 – \$ 1,250,000	X \$.0016
\$ 1,250,001 – \$ 5,000,000	base fee of \$ 2,000.00 plus X \$.0006 of valuation over \$1,250,000
\$ 5,000,001 – and over	base fee of \$4,250.00 plus X \$.0004 of valuation over \$5,000,000

If the Code Official/Building Official determines that the applicant's estimate of the value/cost for the project is unreasonable, the value of the project shall be as established according to the provisions of subsection (c) of this Section. Appeals shall be provided for in Sections 121.1 and 121.1.1 of this Code.

Chapter 10: Section 108.8: Moving of Buildings.

A permit to move a building or structure shall be issued by the Code Official/Building Official only after clearances are obtained from the Police Department and the Engineering and Water Department of the City, as required by Bloomington City Code Chapter 38, Article VII. Issuance of a moving permit does not relieve the permittee from any obligation of complying with all other City Codes insofar as they may be applicable. The moving permit shall not be construed as a building permit. The moving permit fee shall be calculated on the estimated cost of moving including loading and/or unloading within the city limits. If unloading is related to a building permit, the same will be excluded from the estimated moving cost. The fee to be charged for such

permit shall ~~be as set forth in the Schedule of Fees~~ ~~be as shown on the fee scale of Section 112.3.1~~ ~~plus Twenty five Dollars (\$25.00) for each building/structure moved (modular buildings/structures included).~~

Chapter 10: Section 108.9: Demolition Fees.

The fee for a demolition permit shall be based on the estimated cost of demolition per building/structure including work on filling, grading, cleaning or safeguarding of the site. A permit shall be issued only after clearance from the utility companies has been obtained. The fee scales ~~as set forth in the Schedule of Fees of Section 108.7~~ shall apply for each building/structure to be demolished.

Chapter 10: Section 108.10: Sign Permits and Fees.

(a) Application for permits shall be filed with the Sign Code Administrator, together with a permit fee which shall be based on the reasonable cost of the sign and supporting structure which includes cost of material and labor in accordance with the ~~Schedule of Fees~~ ~~fee schedule of subsection (b)~~. If the Administrator determines that the applicant's estimate of cost is unreasonable, the Administrator may estimate the cost for purposes of establishing the fee.

If any sign is hereafter erected, placed, installed or otherwise established on any property prior to obtaining a permit as required by this Section, the fees specified in the ~~Schedule of Fees~~ ~~subsection (b)~~ shall be doubled. Payment of such fee shall not relieve any person from complying with other provisions of the Advertising Code or from penalties prescribed therein.

~~(b) Fee Schedule Based on Estimated Value of Improvements:~~

<u>Estimated Cost of Improvement</u>	<u>Fee*</u>
Less than \$1,000	\$14.00 plus \$0.26 per square foot
of sign area.	
Between \$1,000 and \$10,000	\$14.00 plus \$7.00 per thousand of
estimated cost over \$1,000 plus \$0.26	
per square foot of sign area.	
Over \$10,000	\$72.00 plus \$4.00 per thousand of
estimated cost over \$10,000 plus \$0.26 per	
square foot of sign area.	

~~*The calculation of the permit fee for any sign shall be based on all faces with a message, except that for a double face sign the fee shall be based on the larger face multiplied by 1.5.~~

Chapter 10: Section 108.11: Mechanical Work (HVAC) and Fees.

The permit fee for all work covered by provisions of the International Mechanical Code and/or International Fuel Gas Code of the City shall be calculated based on estimated cost/value and nature of the work proposed. "Estimated Costs" shall be calculated by totaling the cost/value of all

services, labor, materials, equipment and any other appliances or devices entering into and necessary to the execution and completion of the installation or the work in an amount as set forth in the Schedule of Fees. ~~using the following schedule:~~

<u>Estimated Costs</u>	<u>New Work Installations,</u>
	<u>Replacement or Additional/Alteration</u>
\$500 or less	\$20.00 minimum
\$501 – \$1,000	\$30.00 minimum
\$1001 – \$20,000	\$30.00 plus \$2.40 per hundred or part thereof
\$20,001 – \$50,000	\$496.00 plus \$0.42 per hundred or part thereof
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof

~~Permits issued to the owner of owner occupied single family residences shall be charged a permit fee based on the above schedule with a 50% surcharge.~~

COMMERCIAL KITCHEN HOODS FIRE SUPPRESSION SYSTEM FEE.

The fee for a permit for commercial kitchen hoods fire suppression systems shall be based on the reasonable cost/value of the installation, including material and labor, in an amount as set forth in the Schedule of Fees ~~in accordance with the fee schedule of this Section 108.11.~~

Chapter 10: Section 108.20: Contractor Registration, Fees, Liability Insurance and Responsibility.

3. Certificate of Registration. Every person who shall desire to practice the business of a Contractor, shall first obtain a Certificate of Registration to do so as provided by this Chapter. This registration is required for any contractor doing work in the City of Bloomington for which a building permit is required.

(a) The registration fee and annual renewal shall be in an amount as set forth in the Schedule of Fees ~~Seventy-five Dollars (\$75.00).~~ All registrations and renewals of the same shall expire on the 31st day of December of each year, and a renewal shall be obtained on or before January 31st of the following year.

(b) Any Certificate of Registration forfeited for nonpayment of the renewal fee may be reinstated upon the payment of the annual renewal fee, in an amount as set forth in the Schedule of Fees, plus Twenty-five Dollars (\$25.00).

Chapter 10: Section 108.21: Manufactured Home Park Fees.

As per Section 7.7 of Chapter 43, Bloomington City Code, the Schedule of Fees ~~following fee schedule~~ will be followed for required permits in regards to manufactured homes in manufactured home parks.:

~~Multi Purpose Permit—Fee based on work regulated by Section 108.7 of this Code~~

~~HVAC Permit—Fee based on work regulated by Section 108.11 of this Code~~

~~Plumbing Permit—Same as residential plumbing permit schedule in City Code Chapter 34~~

~~Electrical Permit—Same as those provided for in Bloomington City Code Chapter 15~~

~~Manufactured Home Connection—\$75.00 includes occupancy certificate~~

~~Manufactured Home Disconnect—\$75.00~~

Chapter 10: Section 108.23: Fire Protection Systems (Sprinklers) Permits and Fees.

The permit fee for all fire protection work (sprinkler systems) shall be on the reasonable cost/value of the work to be performed or the system components based on the Schedule of Fees. ~~following schedule:~~

System	Riser	or	Standpipes	\$125.00	each
System	zones	\$30.00	per zone after the first riser.		
System	Heads	\$1.20	per head		
Fire	pump				\$75.00
Alterations/Modifications	Per fee schedule in Section 108.7				

~~Permit fees for a 13D fire protection systems installed as an integral part of the potable water system shall be \$125.00.~~

Chapter 10: Section 112.4: Fee for Appeals.

Any petition for a variance/interpretation from the Construction Board of Appeals shall be filed with the Community Development Department, accompanied by a fee in an amount as set forth in the Schedule of Fees ~~of One Hundred Fifty Dollars (\$150.00)~~ payable to the City of Bloomington. Each extra petition in a multiple petition shall be charged a fee in an amount as set forth in the Schedule of Fees ~~of Thirty Dollars (\$30.00)~~. Any variance involved with Property Maintenance Code will be charged an amount as set forth in the Schedule of Fees ~~Fifty Dollars (\$50.00)~~ per initial variance with an amount as set forth in the Schedule of Fees ~~Ten Dollars (\$10.00)~~ charged for each additional variance.

Any application for a variance/interpretation to this Code provided by the City Council, Zoning Board of Appeals, Construction Board of Appeals, Building Code Review Board, Plumbing Board of Appeals, Electrical Commission, HVAC Board, City staff or Regional Planning Commission staff shall be exempted from the requirements of this Section.

Chapter 11: Section 3: License Fee.

The annual license fee shall be as set forth in the Schedule of Fees ~~Forty Dollars (\$40.00), where but one (1) person is engaged in said business and Five Dollars (\$5.00) additional for each other person engaged in said business,~~ and upon payment of the proper fee, and the execution of the bond hereinafter provided for, the City Manager may issue, or cause to be issued, the license herein required. Every such license shall expire on the thirty-first (31st) day of December following the date of its issuance, and may be issued for an unexpired portion of a year upon payment of a sum bearing the same ratio to the sum required for the whole year as the remaining number of quarters and parts thereof of the term for which the license is granted, inclusive of quarter in which application is made bears to the whole number of quarters in the year. Said license may be revoked by the City Manager for cause at any time, and by the acceptance of said license the applicant agrees and contracts that said license may be so revoked by the City Manager. Said license shall state upon its face the number of persons permitted to engage in said business.

Chapter 11: Section 11: Application and License Fee.

Any person, firm or corporation desiring to carry on the business of coin-operated dry cleaning establishments shall file with the City Manager, an application in writing giving the name of the person, corporation or partnership applying for said license and if a partnership, the names of each individual partner, the location of the proposed place of business in said City and such other information as the City Manager may require. The annual license fee shall be as set forth in the Schedule of Fees ~~Ten Dollars (\$10.00)~~ per year for each machine used in the operation of the business. Such license shall expire on the thirty-first (31st) day of December following the date of its issuance and may be issued for an unexpired quarter of the year upon payment of a sum prorated on the basis of the number of quarters or parts thereof remaining in the year. Said license may be revoked by the City Manager at any time for cause and by the acceptance of said license, the applicant agrees and contracts that said license may be so revoked by the City Manager.

Chapter 11: Section 23: Fees.

The license fee shall be as set forth in the Schedule of Fees ~~Twenty-five Dollars (\$25.00)~~ for each calendar year or part thereof and shall be nonrefundable and shall be prorated, plus reimbursement of the City for costs incurred in determining whether such plant meets the technical standards for licensing.

Chapter 14: Section 13: Regulation of Small Wireless Facilities.

D. Application Fees. Application fees are imposed as follows:

(1) Applicant shall pay an application fee as set forth in the Schedule of Fees ~~of \$650.00~~ for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and ~~\$350.00~~ for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

(2) Applicant shall pay an application fee as set forth in the Schedule of Fees ~~of \$1,000.00~~ for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

Chapter 15: Section 4: Electrical Contractor - Required to Be Licensed - License Fee.

All electrical work in the City shall be done by a licensed electrical contractor or his employees except as otherwise provided in this Chapter. Before any person, firm, limited liability company or corporation shall engage in the business of electrical contracting in the City, said entity shall be required to have a license and pay a license fee as set forth in the Schedule of Fees ~~of Seventy-five Dollars (\$75.00)~~ yearly, which license issued thereunder shall expire on the 31st day of December of the year in which it was issued. The City Clerk shall keep a suitable record of all registrations.

Nothing in this Code shall prevent a builder-occupant of a single-family residence from installing or doing electrical work in such residence, including accessories, without an Electrical Contractor license; however, a builder-occupant is subject to all other provisions of this Code.

To qualify as an owner-occupant, the single-family residence to be worked on must be resided in by the owner-occupant for a period of at least one (1) year from the date an occupancy certificate is issued or final inspection is completed.

Chapter 15: Section 5: Application for Certificate of License - Examination - Issuance of License.

(c) Any person, firm limited liability company or corporation who shall have filed proper application, paid the fee as set forth in the Schedule of Fees ~~Fifty Dollar (\$50.00)~~ fee, passed the examination referred to in subsection (b) and placed on file with the City Clerk a certificate of liability insurance in an amount not less than \$300,000 aggregate bodily injury, \$100,000 aggregate property damage, shall be entitled to receive a license to do electrical work and to engage in the business of electrical contracting in the City.

(e) The Building Board of Appeals may issue a limited license to a person, firm, limited liability company or corporation licensed as a heating contractor in the City of Bloomington. The Certificate would permit the holder to do branch circuit electrical power wiring to new heating or cooling equipment being installed in existing residential buildings. The work to be performed under this limited certificate shall include not more than the actual branch circuitry required to serve or connect four ton or less of air conditioning or five horse power of air conditioning and heating combined, or 7,000 watts of air conditioning and heating combined. This certificate shall not permit the installation of wiring for electric heating equipment which uses electricity as the primary source of fuel, and/or heat through the use of resistance type elements or other electricity-to-heat-converter systems. The examination for this license shall be the "Standard Maintenance Electrician" examination administered by the International Code Council or its designated testing agent. The application fee shall be in an amount as set forth in the Schedule of Fees ~~Fifty Dollars (\$50.00)~~. The annual renewal fee shall be as set forth in the Schedule of Fees ~~Fifty Dollars (\$50.00)~~.

Chapter 15: Section 6: Same - Expiration; Renewals.

No person, firm, limited liability company or corporation granted a license under provisions of this division shall install, repair or perform any wiring after the expiration of the license or after the license has been suspended or revoked by the Building Board of Appeals, as herein provided. Any person having secured an Electrical Contractor's license under the conditions above set forth shall be granted a renewal of such license, provided application is made to the Electrical Inspector by the holder of such license and upon payment of an amount as set forth in the Schedule of Fees ~~Seventy-five Dollars (\$75.00)~~ with such renewal request.

All licenses shall expire on the 31st day of December of each year, and a renewal shall be obtained on or before January 31st of the following year.

Any licenses forfeited for nonpayment of the renewal fee may be reinstated upon the payment of the annual renewal fee as set forth in the Schedule of Fees, plus Twenty-five Dollars (\$25.00) for each month, or portion of a month that such delinquency has continued; provided, however, that after the same has been delinquent and not in force on March 1st of the following year, then the same shall be null and void and shall not be renewed.

A license will be automatically put in an inactive status after a period of twelve (12) months consecutive inactivity and except as herein provided, the Building Board of Appeals is permitted to reissue the holder's license without reexamination. The Electrical Contractor's license inactive status can remain with payment of the annual renewal fee in an amount as set forth in the Schedule of Fees ~~of Seventy-five Dollars (\$75.00)~~. The twelve (12) month period will start at the end of the year during which the contractor was last active in Bloomington.

Such inactive license may be reinstated if the contractor furnishes satisfactory evidence that his qualifications meet the standards for issuance of a license, and places on file with the City Clerk a current certificate of liability insurance in an amount not less than \$300,000 aggregate bodily injury, \$100,000 aggregate property damage.

Chapter 15: Section 7.1: Reciprocal Provisions.

Any person, firm, limited liability company or corporation who is licensed for the current year in any jurisdiction where the requirements of licensing are substantially equal to the requirements in force in this City and such jurisdiction extends a similar privilege to the persons licensed under this Electrical Code, shall not be required to take an examination, but shall pay a annual registration fee in an amount as set forth in the Schedule of Fees ~~of Seventy-five Dollars (\$75.00)~~ ~~as provided in this Chapter~~. Such reciprocal registration must include and place on file with the City Clerk a current certificate of liability insurance in an amount not less than \$300,000 aggregate bodily injury, \$100,000 aggregate property damage, to engage in electrical contracting for such year in this City, and shall file a current copy of his license with the Electrical Inspector.

Chapter 15: Section 19: Permit Fees.

The permit fee for all work covered by provision of the National Electrical Code of the City shall be calculated based on estimated/reasonable cost/value and nature of the work proposed for all new work, improvement, installations, system repair, replacement, addition, and alteration including material and labor shall be in an amount as set forth in the Schedule of Fees, using the following schedules:

(a) — Fee Schedule:

<u>Service Entrance or Feeder</u>	
0 to 100 amp	\$ 30.00
101 to 200 amp	\$ 60.00
201 to 400 amp	\$100.00
401 to 600 amp	\$150.00
601 to 800 amp	\$200.00
801 to 1000 amp	\$250.00
1001 to 1200 amp	\$300.00
Over 1200 amp	\$350.00

(b) Fee Schedule:

<u>Valuation</u>	<u>Fee</u>
\$500.00 or less	\$30.00
\$501.00 to \$1,000.00	\$50.00
\$1,001.00 to \$10,000.00	\$50.00 plus \$1.75 per hundred or fraction thereof over \$1,000.00
\$10,001.00 to \$50,000.00	\$207.50 plus \$.55 per hundred or fraction thereof over \$10,000.00
Above \$50,001.00	\$427.50 plus \$.35 per hundred or fraction thereof over \$50,000.00

~~Permits issued to owner occupied single family residences, where owner is doing work without the help of a contractor, shall be charged a permit fee based on the above schedules with an additional 50% surcharge.~~

(c) Fee Surcharge. Any work undertaken without a permit shall be subject to a surcharge of one hundred percent (100%) of the regular charge or Fifty Dollars (\$50.00), whichever is greater, upon issuance of a valid permit. This shall be construed as a supplemental penalty accruing regardless of any imposition provided for in this Code.

(d) — Additional Requirements:

1. — All work shall use the total of schedules (a) and (b) combined.

2. ~~Where no change in service amperage is made at an existing building, schedule (b) shall be used (i.e. remodeling, new circuits and feeders, replacement of fixtures and electrical equipment of any nature).~~

3. ~~Where only a service replacement is made at an existing building, schedule (a) shall be used.~~

4. ~~For each multi-meter installation there will be an additional charge of \$10.00 per meter.~~

Chapter 15: Section 20: Annual Limited Permits.

In lieu of an individual permit required for each procedure under Section 17 above, the maintenance of an already approved electrical installation in a company or establishment may be performed under an annual limited permit subject to the following:

(a) The permit shall be issued to the firm, company or corporation only if it has under regular employment a qualified company electrician who is responsible for all work covered by the permit.

(b) The permit is applied for and a fee paid in an amount as set forth in the Schedule of Fees ~~the amount of Two Hundred Fifty Dollars (\$250.00).~~

(g) The review fee for the qualified company electrician test shall be as set forth in the Schedule of Fees ~~Fifty Dollars (\$50.00).~~

Chapter 15: Section 23: Condemnation of Electrical Work or Equipment; Right of Appeal.

(b) Any petition for a variance/interpretation from the Electrical Commission shall be filed with the Community Development Department, accompanied by a fee in an amount as set forth in the Schedule of Fees ~~of One Hundred Twenty Five Dollars (\$125.00)~~ payable to the City of Bloomington.

Any application for a variance/interpretation to this Code proposed by the City Council, Zoning Board of Appeals, Construction Board of Appeals, Building Code Review Board, Plumbing Board of Appeals, Electrical Commission, HVAC Board, City staff or Regional Planning Commission staff shall be exempted from the requirements of this Section.

Chapter 16: Section 36: Charge for Returned Checks.

The Director of Finance shall have the authority to impose a fee as set forth in the Schedule of Fees ~~a \$25.00 fee~~ against any person who presents a check made payable to the City of Bloomington to satisfy any obligation due from such person to the City, when such check is not honored by such person's financial institution after having been duly presented for payment.

Chapter 17: Section 92: Emergency Medical Services.

(b) Fee for Emergency Medical Services and Transportation by the City of Bloomington. ~~There are hereby established~~ The fees for emergency medical services, related transportation

services and other emergency services provided by the City of Bloomington shall be as set forth on the Schedule of Fees, as follows: ~~The fees for supplemental Fire Department services shall be as set forth on the Schedule of Fees.~~

- a. ~~Basic Life Support Services (BLS)~~ ~~—————~~ ~~\$500.00~~
- b. ~~Advanced Life Support (ALS1)~~ ~~—————~~ ~~\$600.00~~
- c. ~~Advanced Life Support 2 (ALS2)~~ ~~—————~~ ~~\$673.00~~
- d. ~~Mileage~~ ~~—————~~ ~~\$12.00/Mile~~
- e. ~~Medical Treatment with No Transport~~ ~~—————~~ ~~\$150.00~~
- f. ~~Oxygen~~ ~~—————~~ ~~\$15.45~~

~~The charges for the foregoing services shall be adjusted on January 1 of every year by multiplying the then current fee by 1.03 and the product shall be the new fee for such service.~~

(d) Failure to Pay. All fees for services rendered pursuant to this division shall be due within 30 days of service. Any person failing to timely remit payment for such service shall be assessed a late fee as set forth in the Schedule of Fees ~~of \$25.00~~ plus accruing interest as set forth in Chapter 16 of this Code.

(f) The fee for other standby services and responding to false alarms shall be as set forth in the Schedule of Fees

Chapter 22: Section 81: Permit Fees.

The permit fee for a private and public pools shall be as set forth in the Schedule of Fees ~~the sum of \$10.00; and for a public pool, the fee shall be the sum of \$90.00.~~

Chapter 22: Section 88: Fee.

Any fee for permits shall be as set forth in the Schedule of Fees. ~~There shall be no fee for permits.~~

Chapter 22: Section 155: Filing of Application and Fee Provision.

Every applicant for a permit to maintain, operate or conduct a massage establishment shall file an application in duplicate under oath with the City Clerk upon a form provided by said City Clerk and pay a non-refundable permit fee in an amount as set forth in the Schedule of Fees ~~of Twenty-five Dollars (\$25.00)~~ for the quarter year or part thereof in which the permit is issued to the Director of Finance, who shall issue a receipt which shall be attached to the application filed with the City Clerk. ~~The fee Twenty-five Dollars (\$25.00)~~ shall be paid to the Director of Finance prior to the beginning of each quarter year.

Chapter 22: Section 159: Masseur or Masseuse Permit.

Any person, including an applicant for massage establishment permit, who engages in the practice of massage as herein defined, shall file an application for a masseur or masseuse permit with the City Clerk upon a form provided by said City Clerk and shall pay a nonrefundable filing fee in an amount as set forth in the Schedule of Fees ~~of Twenty-five Dollars (\$25.00)~~ for an original application and an amount as set forth in the Schedule of Fees ~~Ten Dollars (\$10.00)~~ for a renewal application, to the Director of Finance, who shall issue a receipt which shall be attached to the application filed with the City Manager.

Chapter 22: Section 182: License Required.

(a) No person shall open, conduct, manage or maintain a rooming house or advertise as such, without a license from the City. Application to conduct and operate a rooming house shall be made to the City Clerk on forms furnished by the City Clerk. All applications shall be accompanied by a license fee in an amount as set forth in the Schedule of Fees ~~of Two Hundred Dollars (\$200.00)~~. The application shall contain:

Chapter 22: Section 183: Required Inspection.

(b) Each rooming house will receive the initial rooming house inspection and one (1) reinspection as part of the yearly licensing fee. For each reinspection after the first, a fee in an amount as set forth in the Schedule of Fees ~~of \$50.00~~ will be imposed. Payment must be made prior to the scheduling of each reinspection.

Chapter 22.5: Section 2: How Granted - Fee.

All licenses to keep what are commonly called junk stores or junk yards as above defined shall be granted by the City Manager upon written application made to him for that purpose and upon payment by the person licensed to the Director of Finance of a license fee in an amount as set forth in the Schedule of Fees ~~of Fifty Dollars (\$50.00)~~ per annum. No such license shall be granted for a term or more than one (1) year. Said license shall expire on December 31st of the year in which it was issued. License fees for licenses applied for during the year shall be prorated so as to require a fee for each quarter year or part thereof remaining in the year.

Chapter 24: Section 3.2.2: Filing Fee.

An application for approval of a preliminary subdivision code plan shall be filed with the City Clerk and be accompanied by a fee receipt reflecting payment to the City Treasurer of the fee as set forth in the Schedule of Fees ~~appropriate following fee: \$100.00 plus \$5.00 per proposed lot.~~ In addition to said filing fee, the owner or developer shall pay to the City Clerk the cost for the City to publish a public notice of any hearing on the preliminary plan of the subdivision code or planned unit development required to be published in a newspaper of general circulation in the

City. Said cost shall be paid to the City Clerk prior to said hearing. Failure to pay such cost prior to the hearing shall result in the cancellation of such hearing.

Chapter 24: Section 3.4.3: Plan Review and Inspection Fee.

The cost incurred by the City for review of public improvement plan and specifications as required by Section 3.3 of this Code and the inspection and testing of public improvements as required by Section 3.4.2 of this Code, shall be paid by the owner or developer. Such cost shall be equal to the actual cost incurred by the City of Bloomington in labor, materials, transportation and overhead for such review, inspection and testing as calculated by the Director of Engineering & Water. At the time such plans and specifications are filed with the Director, the owner or developer shall pay to the City a fee in an amount as set forth in the Schedule of Fees ~~of two percent (2%) of the costs as estimated by the Director Engineering & Water of construction of such required land improvements. Said fee shall be applied as credit against the actual costs incurred by the City of Bloomington for review of such plans and the inspection and testing of such improvements. The balance of the actual costs shall be paid to the City by the owner or developer at the time such review and inspection has been completed by the Engineering Department. All land improvements to be installed under the provisions of this Code shall be inspected by the City of Bloomington during the course of construction.~~

Chapter 24: Section 3.5.6: Expedited Final Plat Submission, Review and Approval.

Notwithstanding the sequential procedure for subdivision code plan submission, review and approval specified elsewhere in this Division, an owner or developer meeting the prerequisites specified in this paragraph may utilize the expedited final plat process described herein:

- (b) Submission: Any person desiring to utilize the expedited final plat procedure, shall submit the following to the City Clerk:
 - (1) A written request to waive the preliminary plan, submission, review, and approval procedure.
 - (2) Six (6) copies of a construction plan and flood plain map (if applicable). The construction map shall show all information concerning existing and proposed utilities as required for a preliminary plan. The flood plain plan (if applicable) will outline the area in the flood hazard area.
 - (3) Two (2) mylar and sixteen (16) paper prints copies of the final plat in a form providing all information, data and supporting material required by Section 4.4.
 - (4) A fee receipt reflecting payment to the City Treasurer of the appropriate fee as set forth in the Schedule of Fees.: ~~\$100 plus \$5.00 per lot.~~

Chapter 24: Section 6.3.4: Fee Schedule.

- a. Subdivisions with Public Improvements - Fee for ESCP is included in Inspection Fee.

b. Sites less or equal to one (1) acre: the fee shall be as set forth in the Schedule of Fees is ~~\$35.00~~.

c. Sites greater than one (1) acre and less than or equal to fifty (50) acres: the fee shall be as set forth in the Schedule of Fees is ~~\$35.00 for the first acre plus \$20.00 / acre for each additional acre or part thereof up to 50 acres total.~~

d. Sites greater than fifty (50) acres: the fee shall be as set forth in the Schedule of Fees is ~~\$35.00 for the first acre plus \$20.00 per acre for each additional acre up to fifty (50) acres, plus \$5.00 per acre for each acre or part thereof over 50 acres total.~~

Chapter 26: Section 9: Fees.

(a) Amount. Prior to issuance or renewal of any license, the licensee shall pay to the Finance Department, the annual or quarterly fees indicated in the chapters of this Code regulating such licenses.

(b) Payment. License fees shall be paid in advance on an annual or quarterly basis. A licensee receiving a license during any quarter shall pay the license fee for the entire quarter. License fees shall not be refunded. No administrative or clerical fee shall be charged for issuance of a license.

(c) Lost Licenses. The City Clerk shall issue a duplicate license to any licensee whose license is lost or destroyed, and shall charge a fee in an amount set forth in the Schedule of Fees ~~of Five Dollars (\$5.00)~~ therefor.

Chapter 26: Section 22: Application for License.

An application to conduct and operate a Group Home for Parolees shall be made to the City Clerk on form blanks prepared by the City Clerk. All applications shall be accompanied by a license fee in an amount set forth in the Schedule of Fees ~~of \$100.00~~.

Chapter 26: Section 23: Investigations - Term of License.

Upon receipt of an application for a license hereunder, the City Manager shall cause a thorough investigation to be made of the premises proposed to be licensed, and of the application, and if satisfied that the conditions imposed as a condition of the special use permit have been met or will be met once the group home commences operations, and if the applicant is otherwise qualified pursuant to Section 26 of this Chapter, he shall issue a license for the remainder of the year and annually thereafter. The full fee, in an amount set forth in the Schedule of Fees, ~~of \$100.00~~ shall be paid even though the license is issued only for a fractional part of a year. The City Manager shall, in his discretion, designate such City departments or personnel as he believes necessary to inspect the premises or licensees from time to time to ensure compliance with the requirements of this Article. During the first year of such license, the City Manager shall direct City staff to inspect the premises at least twice, and at least annually thereafter.

Chapter 29: Section 130: Parking Permits.

Any contractor, utility company, or other agency desiring to occupy a parking space in excess of the time limits specified in Section 128 shall first obtain a parking permit from the City Facilities Management / Parking Division. The permit application shall state the location (Street Name and Block) of the desired parking, reason for time limit variance and length of time the parking space will be occupied.

(a) A maximum of two (2) parking permits will be issued to each company performing work the specified location. A charge, as set forth in the Schedule of Fees, of Five Dollars (\$5.00) per day or Fifty Dollars (\$50.00) per month will be assessed per permit.

(b) A parking permit may be obtained upon proof of the following:

1. address where construction is being performed;
2. valid driver's license or State ID with current address.

(c) Parking permits are not transferable.

(d) A ~~Twenty Five Dollar (\$25.00)~~ replacement fee, in an amount set forth in the Schedule of Fees, will be charged for any lost, stolen or misplaced parking permits.

(e) When renewing a parking permit, the old permit must be turned in and the aforementioned fee paid before a new permit will be issued.

(f) Misuse of parking permits, or willfully providing false information to the City to obtain parking permits shall be punished by a minimum fine of One Hundred Dollars (\$100.00) and a maximum fine of Five Hundred Dollars (\$500.00).

(g) Any vehicle towed for violating this Section shall pay a release fee, in an amount set forth in the Schedule of Fees, Fifty Dollar (\$50.00) release fee to the City of Bloomington Police Department upon proof of ownership or proof of the right to possession of the vehicle.

(h) Parking permits will be issued only for Commercial Vehicles as defined by 625 ILCS 5/1-111.8.

(i) Parking permits must be prominently displayed from the rearview mirror.

Chapter 29: Section 180: Fee Lots and Garages, Rates and Time Limits.

(a) Parking rates for parking in off-street parking lots and garages operated by parking devices shall be as follows:

(1) Abraham Lincoln Memorial Parking Garage: The hourly, daily maximum and monthly parking fees shall be as set forth in the Schedule of Fees, \$1.00 for each hour or fraction thereof; \$7.00 daily maximum, Monday thru Friday, except holidays. \$50.00 per space per month.

(2) Association of Commerce ~~Parking Garage Lot~~: The hourly, daily maximum and monthly parking fees shall be as set forth in the Schedule of Fees, Monday thru Friday, except holidays. ~~\$50.00~~ per space per month. The first level shall be free; however, no vehicle shall be allowed to park more than four (4) hours per day in such facility. Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parked in excess of the initial time or any subsequent four (4) hour period. No vehicle may be parked in the free portion of the Association of Commerce ~~Parking Garage Lot~~ more than one time during the same day, regardless of whether the vehicle occupied the same or another space in the portion of the parking ~~garage lot~~ and regardless of whether the vehicle was parked for the full amount of time allowed by this ordinance.

(3) Major Butler Parking Lot: An amount set forth in the Schedule of Fees ~~\$50.00~~ per month for spaces at the north end of the lot Monday thru Friday, except holidays. Parking is free in all other spaces except when events are held at the U.S. Cellular Coliseum Arena for time periods in accordance with contacts or policies related to the Coliseum Arena; however, no vehicles shall be allowed to park for more than four (4) hours per day. Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parking in excess of the initial time of any subsequent four (4) hour period. No vehicle may be parked in the free portion of the Major Butler more than one time during the same day, regardless of whether the vehicle occupied the same or another space in that portion of the parking garage and regardless of whether the vehicle was parked for the full amount of time allowed by this ordinance. (Ordinance No. 2017-62)

(4) ~~Pepsi Ice Center Arena~~ Parking Garage: The hourly, daily maximum and monthly parking fees shall be as set forth in the Schedule of Fees, Monday thru Friday, except holidays. ~~\$50.00~~ per space ~~per month~~. Except when events are held at the U.S. Cellular Coliseum Arena for time periods in accordance with contacts or policies related to the Arena parking Coliseum, ~~the first and second levels~~ shall be free; however, no vehicle shall be allowed to park more than four (4) hours per day in such facility. Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parking in excess of the initial time of any subsequent four (4) hour period. No vehicle may be parked in ~~the free portion of the Arena~~ Pepsi Ice Center Parking Garage more than one time during the same day, regardless of whether the vehicle occupied the same or another space in that portion of the parking garage and regardless of whether the vehicle was parked for the full amount of time allowed by this ordinance.

(b) Monthly Parking. All other City owned parking facilities shall be rented for an amount set forth in the Schedule of Fees ~~\$50.00~~ per space per month at the expiration of existing leases.

Chapter 29: Section 195: Release Necessary to Obtain a Towed Vehicle.

3. A Release Fee, in an amount set forth in the Schedule of Fees, ~~of \$10.00~~ must be paid plus any amounts which are required to be paid pursuant to Chapter 29, Section 194B - Vehicle Seizure and Impoundment of the City Code.

4. Any vehicle owner who has a second vehicle towed for a violation of Section 194A - Authority to Tow and Store Vehicles, whether the same vehicle or another vehicle owned by him or her, shall pay a release fee in an amount set forth in the Schedule of Fees ~~of \$100.00 increasing by \$100.00 for every subsequent vehicle towed not to exceed \$1,000.00~~ and proof of insurance must be provided.

5. Any vehicle owner who has a second vehicle towed for a violation of Section 193- Towing After Parking for 24 Hours, whether the same vehicle or another vehicle owned by him or her, shall pay a release fee in an amount set forth in the Schedule of Fees ~~of \$100.00 increasing by \$100.00 for every subsequent vehicle towed not to exceed \$1,000.00~~ and proof of insurance must be provided.

Chapter 29: Section 228: Applications for Relocator's Licenses.

(a) No person shall engage in the business of a commercial vehicle relocator without a license to do so from the City of Bloomington. The method of application for relocator's licenses shall be in conformity with forms provided in the Office of the City Clerk. The An annual license fee shall be as set forth in the Schedule of Fees ~~of Twenty-five Dollars (\$25.00) is hereby established.~~

Chapter 29: Section 285: Basis for Fees.

Permit fees will be based upon the overall dimensions and weights of the vehicle or, combination of vehicles. Fees for Standard Loads and Loads Exceeding Maximum Practical Weights are specified in the Schedule of Fees. ~~Tables 1 and 2.~~

Chapter 29: Section 286: Extended Term Permits.

All 3 month Extended Term Permits will have a permit fee as set forth in the Schedule of Fees ~~of \$200.~~

Chapter 29: Section 287: Supplemental Permit Fees.

The Engineering Department shall collect a fee, as set forth in the Schedule of Fees, ~~of \$10.00~~ for each supplemental permit. In addition, if the supplemental permit provides for an increase in size, those additional fees will be charged. However, no credit can be given for fees paid if dimensions or weights are reduced.

Chapter 29: Section 289: Fee for Engineering Inspections and Investigations.

(a) For normal engineering inspection and investigations, additional fees shall be charged as set forth on the Schedule of Fees. ~~The following additional fees will be charged for engineering inspections and investigations by Engineering Department personnel that may be necessary due to the weight of the load.~~

(a) ~~For normal engineering inspection and investigations, all or a portion of the following:~~

~~(1) Bridge structural analysis—\$40 per hour plus computer costs.~~

~~(2) Pavement structural analysis—\$40 per hour.~~

~~(3) Field investigation of movement feasibility—\$40 per hour.~~

~~(4) Accompanying the move—\$40 per hour.~~

~~(5) Interim or final inspection for damages—\$40 per hour.~~

(b) For unusually large movements that may require extensive analyses, inspections, and investigations by Engineering Department personnel, a written agreement will be executed by the applicant and the Engineering Department as to the extent of special charges. The rates will be as set forth in the Schedule of Fees. ~~The following rates will be utilized unless otherwise stipulated.~~

~~(1) Bridge structural analysis—\$40 per hour.~~

~~(2) Pavement structural analysis—\$40 per hour.~~

~~(3) Field investigations of movement feasibility, for each Engineering Department employee—\$40 per hour.~~

~~(4) Accompanying the move, for each Engineering Department employee—\$40 per hour.~~

~~(5) Interim or final inspections, for each Engineering Department employee—\$40 per hour.~~

(c) Fees for engineering services performed by personnel outside the Department shall be paid directly by the applicant.

Chapter 30: Section 8: Investigations - Terms of License.

Upon receipt of an application for a license hereunder, the City Manager shall cause a thorough investigation to be made of the premises proposed to be licensed, and of the application, and if satisfied that the minimum standards prescribed are met, and if the applicant is otherwise qualified, he shall issue a license for the remainder of the year and annually thereafter. The full fee, in an amount set forth in the Schedule of Fees, ~~of Forty Dollars (\$40.00)~~ shall be payable for a license even though said license be issued for only a fractional part of a year. The City Manager may, either before or after the issuance of a license, designate the Bureau of Fire Prevention or the Building Inspector and Health Department to make investigations relating to the minimum standards prescribed by the State Department of Public Health, and all such agencies shall cooperate with and comply with requests of the City Manager hereunder. The report and recommendations of any such agency shall be in writing and shall state with particularity its findings with respect to compliance or noncompliance with such minimum standards and whether or not the proposed location violates any provision of the Zoning Code.

Chapter 30: Section 29: License Required.

No building shall be used for any of the purposes mentioned in this Article without first securing a license so to do. The annual license fee for all licenses required by this Article shall be as set forth in the Schedule of Fees ~~Forty Dollars (\$40.00)~~ and the first of such annual charges shall be payable on or before January 1, 1960, and annually thereafter. The full fee ~~of Forty Dollars (\$40.00)~~ shall be payable for a license even though said license is issued for only a fractional part of a year.

Chapter 30: Section 30: Application to Conduct and Operate a Nursery or Convalescent Home.

Application to conduct and operate a nursery or convalescent home shall be made to the City Manager on blanks furnished by the City Clerk. All applications shall be accompanied by a license fee in an amount set forth in the Schedule of Fees ~~of Forty Dollars (\$40.00)~~. The application shall contain:

Chapter 31: Section 1310: Fees.

The Sexton shall charge the ~~following~~ fees, as set forth in the Schedule of Fees, for service, all of which fees shall be the property of the City:

~~For each opening of a grave for interment of the body of a person under ten (10) years of age, Fifty Dollars (\$50.00);~~

~~For each opening of a grave for interment of the body of a person over ten (10) years of age, Sixty Dollars (\$60.00);~~

~~For each exhumation of the body of a person, Eighty Dollars (\$80.00).~~

~~For other services performed, the Sexton shall charge for materials and labor, plus 25% to cover overhead items.~~

Chapter 31: Section 1401: Greens Fees for Highland Park Golf Course.

The fees for Highland Park Golf Course shall be set by the Director of the Parks, Recreation and Cultural Arts. The following fees shall be charged for golf at Highland Park Golf Course:

~~(a) — Daily fee, which shall entitle one (1) person to play 18 holes of golf on any day beginning earlier than 4:30 p.m. — \$9.50~~

~~(b) — Daily evening fee, which shall entitle one (1) person to play 18 holes of golf on any day beginning at 4:30 p.m. — \$7.00~~

~~(c) — Senior daily fee, which shall entitle any person 62 years of age or older to play 18 holes of golf on any day not a Saturday, Sunday or Holiday not earlier than Noon — \$7.00~~

~~(d) — Junior daily fee, which shall entitle any person 18 years of age or under to play 18 holes of golf on any day not a Saturday, Sunday or Holiday not earlier than Noon — \$7.00~~

~~(e) — High School team fee, which shall entitle any person on a high school golf team to play 18 holes of golf as part of a team event — \$3.00~~

~~(f) — Season Ticket, which shall allow the holder thereof to unlimited play during the season for which it is issued (subject to the City's right to reserve the course at particular times for scheduled events) — \$300.00~~

~~(g) — Junior/Senior Season Ticket, which shall entitle the holder thereof, a person 18 years of age or under or 62 years of age or older, to unlimited play during the course of the season for which it is issued (subject to the City's right to reserve the course at particular times for scheduled events) — \$270.00~~

~~(h) — Couples Season Ticket, which shall entitle any two (2) named persons within an immediate family to unlimited play during the course of the season for which it is issued (subject to the City's right to reserve the course at particular times for scheduled events) — \$450.00~~

~~(i) — Couples Extra Ticket, which shall entitle any other named person in a family holding a Couples Season Ticket to unlimited play during the season for which it is issued (subject to the City's right to reserve the course at particular times for scheduled events) — \$50.00~~

~~(j) — Senior Couples Season Ticket, which shall entitle any married couple, both of whom are at least 62 years of age, to unlimited play during the season for which it is issued (subject to the City's right to reserve the course at particular times for scheduled events) — \$410.00~~

~~(k) — Senior Limited Play Ticket, which shall entitle the holder thereof, 62 years of age or older, to tee off on weekdays from dawn to Noon and on weekends and Holidays from Noon to dusk — \$220.00~~

~~(l) — Junior Limited Play Ticket, which shall entitle the holder thereof, 18 years of age or under, to tee off on weekdays from dawn to Noon and on weekends and Holidays from Noon to dusk — \$135.00~~

~~(m) — Junior "Youngster" Ticket, which when purchased on days designated by the Superintendent of Highland Park Golf Course between 9:00 a.m. and Noon, shall entitle any person 18 years of age or younger (with identification) to play on the date of purchase 18 holes of golf — \$3.00~~

~~(n) — Senior "Old Timers" Ticket, which when purchased on Fridays between 9:00 a.m. and Noon, shall entitle any person 62 years of age or older (with senior citizen identification) to play on the date of purchase 18 holes of golf — \$5.00~~

~~(o) — Reservations of tee times made at least one (1) week in advance — \$ 0-~~

~~(p) — Carts — Pull carts for up to one round (118 holes) of golf — \$1 .00~~

~~For purposes of subsections (h) and (i), members of an immediate family shall include all children 18 years of age and under residing with the family and all children 21 years of age and under who are full-time students (i.e., taking 12 credit hours of classes or more) at any institution of higher education.~~

Chapter 31: Section 1401A: Greens Fees for Prairie Vista Golf Course.

The fees for Prairie Vista Golf Course shall be set by the Director of the Parks, Recreation and Cultural Arts. The following fees shall be charged for golf at Prairie Vista Golf Course:

~~(a) — Daily fee, which shall entitle one (1) person to play 18 holes of golf on any day beginning earlier than 4:30 p.m. — \$14.00~~

~~(b) — Daily evening fee, which shall entitle one (1) person to play 18 holes of golf on any day beginning at 4:30 p.m. — \$9.00~~

~~(c) — Daily, Weekend and Holiday Ticket (non-county resident), which shall entitle one person to play 18 consecutive holes of golf on any day, weekend or holiday. Nonresident is defined as a person residing outside of McLean County. Proof of residency is established by driver's license — \$16.00~~

~~(d) — Daily, Weekend and Holiday Ticket (tournament), which shall entitle any person in an organized tournament to play 18 consecutive holes of golf in which tee-off is a shotgun start — \$16.00~~

~~(e) — Highland Park Season Ticket (daily fee), which shall entitle any holder of a current Highland Park Season Ticket to play 9 or 18 holes of golf. If season ticket is a limited ticket, same hours apply — \$8.00~~

~~(f) — Booklet Ticket (group of 10 rounds), may be purchased by anyone and is good for 10 rounds of golf — \$120.00~~

~~(g) — Booklet Ticket (group of 25 rounds), may be purchased by anyone and is good for 25 rounds of golf — \$260.00~~

~~(h) — Booklet Ticket (group of 50 rounds), may be purchased by anyone and is good for 50 rounds of golf — \$400.00~~

~~(i) — Golf Cart — 18 holes (2 people/2 bags riding) — \$16.00~~

~~(j) — Golf Cart — 9 holes (2 people/2 bags riding) — \$9.00~~

~~(k) — Golf Cart — 18 holes (1 person/1 bag only riding) — \$11.00~~

~~(l) — Golf Cart — 9 holes (1 person/1 bag only riding) — \$6.50~~

(m) ~~Junior "Youngster" Ticket, which when purchased on days designated by the Superintendent of Prairie Vista Golf Course between 9:00 a.m. and Noon, shall entitle any person 18 years of age or younger (with identification) to play on the date of purchase 18 holes of golf \$8.00~~

(n) ~~Senior "Old Timers" Ticket, which when purchased on Fridays between 9:00 a.m. and Noon, shall entitle any person 62 years of age or older (with senior citizen identification) to play on the date of purchase 18 holes of golf \$8.00~~

(o) ~~Carts Pull carts for up to one round (18 holes) of golf \$2.00~~

Chapter 32: Section 4: License Fees - Pawnbrokers.

The annual fee for a pawnbroker license required by this Article shall be as set forth in the Schedule of Fees ~~Five Hundred Dollars (\$500.00)~~ for each place of business. The business shall also post a \$5,000 surety bond, which shall be forfeited if a license issued under the terms of this Chapter is revoked.

Chapter 32: Section 15: License Fees.

The annual fee for a secondhand dealer license required by this Article shall be as set forth in the Schedule of Fees ~~One Hundred Dollars (\$100.00)~~ for each place of business of the licensee.

Chapter 34: Section 5: Contractor Administration Permit Fee Required- Insurance.

Every plumbing contractor engaging in the business of plumbing in the City shall cause his name, residence and place of business to be recorded with the City Clerk of the City. The City Clerk shall keep a record of such business. An administration fee shall be required of any person, firm, limited liability company or corporation engaging in the business of plumbing contractor in the City. Said annual business shall be issued only upon submission of a copy of the applicant's current Illinois State plumbers contractor registration, and payment of the required fee as set forth in the Schedule of Fees ~~of Seventy-five Dollars (\$75.00)~~, and approval by the Plumbing Inspector. Contractors shall obtain the business license on or before January 1 of each year. Should a contractor not obtain the business license by February 1, an additional Twenty-five Dollars (\$25.00) will be required.

Chapter 34: Section 24.1: Lawn Sprinklers / Irrigation Systems.

(d) Lawn sprinkler contractors shall pay an application fee as set forth in the Schedule of Fees ~~of Thirty Dollars (\$30.00)~~ for each system installed. Registered plumbing contractors (i.e., installation by plumbers and apprentice only) and homeowners shall be exempt from the application fee.

Chapter 34: Section 55: Fees.

(a) There shall be a ~~\$50.00~~ fee, in an amount as set forth in the Schedule of Fees, for filing the survey required under Section 37 of this Chapter. The fee shall be assessed for each survey filed. This fee shall be assessed each time a survey is filed, regardless of whether the survey submitted

had been filed previously and is being resubmitted to correct deficiencies or errors in a previously filed survey.

(b) There shall be a charge, in an amount as set forth in the Schedule of Fees, ~~of \$50.00 per hour~~ assessed for any inspection conducted by the Director of Water or his authorized agent pursuant to Section 43 of this Chapter or under any other provision of this Chapter to check information set forth in a survey report or to verify compliance with the requirements of this Article.

(c) There shall be a ~~\$30.00~~ fee, in an amount as set forth in the Schedule of Fees, for filing the annual certification of cross connection control devices as required in Section 44(d)(3) of this Chapter. The fee shall be assessed for each device certified.

(d) All fees provided for herein shall be paid to the Director of Water or his designated representative.

Chapter 34: Section 117: Fees.

(a) New plumbing system installations, additions, or major alterations to existing systems shall upon approval of plans and specifications be granted a work permit. The total fee for such a permit shall be an accumulation of the fees corresponding to each and every plumbing fixture or appurtenant device in the system as contained in the following schedule. The minimum fee for a permit in this Section shall be set forth in the Schedule of Fees ~~Thirty Dollars (\$30.00)~~.

The fee for any fixture or work not listed in this Section shall be determined by the Plumbing Inspector and as set forth in the Schedule of Fees.

[Click Here to View the Fee Chart](#)

(b) If proposed work is in pipe replacement only, the fee will be calculated based on "reasonable estimated cost" and using the fee schedule for building permits in the Schedule of Fees. ~~Building Code (Chapter 10)~~.

(c) Minor Repairs. Minor repairs do not require changes in the piping to or from plumbing fixtures or involve the removal, replacement, installation or reinstallation of any pipe or plumbing fixture. The minimum fee for the permit, if needed, shall be in an amount as set forth in the Schedule of Fees ~~Thirty Dollars (\$30.00)~~.

(d) Pipe work. Any water supply pipe replacement or addition, and sewer pipe installation work shall be granted permits with fees based on the reasonable cost of improvement and using the fee schedule as set forth in the Schedule of Fees ~~in Section 117(b)~~. The minimum fee for a permit, if needed, shall be in an amount as set forth in the Schedule of Fees ~~Thirty Dollars (\$30.00)~~.

(e) Permits issued to owner occupied single-family residences shall be charged a permit fee based on the above schedules with an additional fifty percent (50%) surcharge.

(f) A penalty surcharge of one hundred percent (100%) but not less than Fifty Dollars (\$50.00) shall be added to the permit fee when any work is undertaken prior to obtaining a required permit.

(g) A re-inspection fee, in an amount as set forth in the Schedule of Fees, ~~of \$50.00~~ may be imposed when building is locked at time of scheduled inspection or work being inspected is not complete at time of inspection.

Nothing in this Section shall prevent the Plumbing Inspector from recommending to the Plumbing Board of Appeals the revocation of the contractor's business registration for repeated violation of doing work prior to his obtaining the required permit.

Chapter 35: Section 30: Fingerprint Requests.

The Bloomington Police Department will in the manner provided in this Section honor requests from persons to be fingerprinted and to have fingerprint cards prepared for them. Such requests will be honored at times to be set by the Police Department. A fee shall be charged, in an amount set forth in the Schedule of Fees, ~~in the amount of \$20.00~~ per fingerprint card. The Chief of Police is authorized to waive this fee with respect to cards prepared at the request of a law enforcement agency, private security agency or military organization of the United States or State of Illinois.

Chapter 35: Section 31: Traffic Accident Reports.

Except as otherwise provided in this Section, the Police Department shall charge an amount set forth in the Schedule of Fees ~~\$5.00~~ for each copy of a Traffic Accident Report. In the event that the Report requested is of an accident investigated by one or more officers who reconstructed the accident, the charge for such Report shall be as set forth in the Schedule of Fees ~~is \$20.00~~.

Chapter 35: Section 31.5: Supplemental Police Department Fees

The Police Department shall charge fees as set forth in the Schedule of Fees for various other services and registrations, including Police Department Service Fees, Sex Offender Registration, Towing Violation and False Alarm Service.

Chapter 36: Section 3: Same - Fee; Bond.

Every person applying for the license required by this Article shall pay annually to the Director of Finance a sum in an amount set forth in the Schedule of Fees ~~the sum of Twenty Five Dollars (\$25.00)~~ and shall execute a bond to the City in the penal sum of Five Hundred Dollars (\$500.00) with a corporation surety to be approved by the Corporation Counsel conditioned that such licensee will comply with the provisions of the Code of the City on this subject or pertinent thereto which the City Council may, from time to time, ordain and will also comply with and obey the directions and regulations of the Department of Health. Said license shall expire December 31st of the year in which it was issued. License fees shall not be prorated.

Chapter 36: Section 8: License - Bond.

Every person, company or corporation applying for such license shall before the same issues pay to the Director of Finance the sum in an amount set forth in the Schedule of Fees ~~of Twenty Five Dollars (\$25.00)~~ per annum for each and every wagon used by such person for scavenger work and execute a bond with a corporate surety to be approved by the Director of Finance, conditioned that said scavenger will comply with the provisions of this Article, and the Code of the City which is in force at the time of the issuance of said license or may afterward be passed by the Council, touching said occupation, and will also comply with and obey the directions and regulations of the County Public Health Department and its agents made in pursuance of law. Said license shall expire December 31st of the year in which it was issued. License fees shall not be prorated.

Chapter 37.5: Section 6.7: Form and Submittal of License Application.

B. Administrative Processing Fee: Every applicant for a Sexually Oriented Entertainment Business License or for the renewal of an existing Sexually Oriented Entertainment Business License shall pay an Administrative Processing Fee in the amount set forth in the Schedule of Fees ~~of \$250.00~~ by certified check to the City of Bloomington, Illinois at the time of filing such application. Such fee shall in all cases be nonrefundable and shall be deposited in the general corporate fund of the City. Such fee shall be used to defray, in part, administrative costs incurred by the City in processing such application and is not made in lieu of any other fees or taxes required under this Ordinance.

Chapter 38: Section 18: Loud Speakers or Radio Broadcasting Equipment.

(a) No person shall use any loud speaker or other radio broadcasting equipment upon any vehicle driven upon the streets of the City, without first obtaining a permit from the Chief of Police. Any person desiring such permit shall first pay to the Director of Finance a fee in the amount set forth in the Schedule of Fees ~~of two dollars (\$2.00)~~ for the privilege of so using such streets for such purpose; and

Chapter 38: Section 47: Permit Required - Duty of City Clerk.

(b) The City Engineer shall charge a fee in the amount set forth in the Schedule of Fees ~~of \$35.00~~ for each permit issued. If any person, firm or corporation shall begin construction of a public sidewalk without said permit, the City Engineer shall charge a permit fee in the amount set forth in the Schedule of Fees ~~of \$70.00~~ for such permit. No person, firm or corporation may be issued any permit under this Chapter if any permit fees requested by this Section remain unpaid.

Chapter 38: Section 63: Permission to Restrict City Streets.

All persons, contractors, utilities and other agencies must obtain a Street Closure Permit, and pay any permit fee as set forth in the Schedule of Fees, for any obstruction of all streets, parkways, sidewalks, alleys, or any other public right-of-ways within the City of Bloomington. After notification, failure to obtain a permit as required by this Section may result in immediate job

stoppage and/or removal of all obstructions from public right-of-way. All Street Closure Permits shall be issued by the Engineering Department. Street Closure Permits shall be divided into two types:

Chapter 38: Section 78: Street Closure Permits.

(a) Permit to Obstruct Sidewalk, Parkway, and/or Parking Lane.

(2) Permit Time Limits and Fees. The City shall charge a permit fee for each permit issued. The permit fee shall be based on the length of time the obstruction is to remain. A permit fee, in the amount set forth in the Schedule of Fees, ~~of \$25.00~~ shall be charged for each permit issued for a period of up to two (2) weeks. If the obstruction is to remain for a period of more than two (2) weeks, but less than one (1) month, a permit fee, as set forth in the Schedule of Fees, ~~of \$50.00~~ will be charged. No permit shall be issued for more than a one (1) month period, without prior permission from the Downtown Traffic Committee (DTC) or the Director of Engineering for areas outside of the Downtown Area.

(b) Permit to Obstruct Traffic Lane.

(2) Permit Time Limits and Fees. The City shall charge a permit fee for each permit issued. The permit fee shall be based on the length of time the obstruction is to remain. A permit fee in the amount set forth in the Schedule of Fees ~~of \$10.00~~ per day shall be charged for each permit. All traffic lanes which are obstructed for other than short periods of time shall require a permit as described in this Section. If any persons, contractors, utilities or other agencies obstruct a traffic lane or part of any traffic lane on City right-of-way without said permit, the Engineering Department shall be empowered to charge a permit fee in the amount set forth in the Schedule of Fees ~~of \$20.00~~. No Permit shall be issued for more than a 30 day period without prior permission from the Downtown Traffic Committee (DTC) or the Director of Engineering for areas outside of the Downtown area.

Chapter 38: Section 83.1: Permit Required.

No person shall construct or locate a mailbox on public right-of-way without a permit to do so from the Department of Public Works. The application for a permit, and any required fee as set forth in the Schedule of Fees, shall contain an agreement limiting the City's liability for damages to the mailbox to the amounts specified in Chapter 39, Section 83.5.

Chapter 38: Section 83.5: Damage to or Destruction of Mailboxes.

The City shall not be financially responsible for the cost of mailbox replacement beyond that set forth hereafter in this section for repair or replacement of mailboxes damaged or destroyed by City vehicles or employees in the course of their operation. The City shall inspect mailboxes reported as damaged and place a temporary mailbox within 48 hours after the mailbox damage is reported to the City. The temporary mailbox will be removed after 30 days. At the request of the owner of the mailbox, the City will install a permanent mailbox and/or post from materials in compliance with Section 83.3 giving due consideration to appearance requests of the owner of the mailbox.

Mailbox replacements or reimbursements shall only occur for damage reported within ten business days of the date of the damage occurred or as soon as reasonable possible thereafter.

Reimbursement Schedule: Replacement of mailbox and/or post will be capped at a maximum of \$150.00

Chapter 38: Section 87: Permit Required.

(b) The City Engineer shall charge an amount, as set forth in the Schedule of Fees, \$35.00 for each such permit which is for excavation, ~~not involving a cut in street curbing or pavement and \$35.00 plus a deposit of \$15.00 per square foot of surface excavation with a minimum deposit of \$100.00 for water main and \$200.00 for a sewer main for each such permit requiring a cut in street curbing or pavement.~~ If any person, firm, or corporation shall begin construction of a public sidewalk without said permit, the City Engineer shall charge a permit fee, in an amount as set forth in the Schedule of Fees, of \$70.00 and \$70.00 respectively for such permit. No person, firm, or corporation may be issued any permit under this Chapter if any permit fees requested by this Section remain unpaid.

Chapter 38: Section 91: Laying Pipes, Etc., In - Permit.

It shall be unlawful for any company, firm, or corporation, their agents, servants, or employees, or for any person to make or cause to be made an opening, ditch, or excavation in or upon any of the streets, avenues, alleys, or other public places of the City for the laying of any pipes or making any change, alteration or repairs to any pipes already laid or for any other purpose whatsoever, except upon condition that a permit therefor shall have first been obtained, and any fees paid, as set forth in the Schedule of Fees, of the City Engineer for such purpose.

Chapter 38: Section 123: Permit and Specifications for Driveways.

(c) The City Engineer shall charge an amount as set forth in the Schedule of Fees \$35.00 for each such permit issued. If any person, firm or corporation shall begin construction of a public sidewalk without said permit, the City Engineer shall charge a permit fee, as set forth in the Schedule of Fees, of \$70.00 for such permit. No person, firm or corporation may be issued any permit under this Chapter if any permit fees requested by this Section remain unpaid.

Chapter 38: Section 139: License Fee - Bond - Condition.

Any person may obtain a license as a housemover upon the payment of a license fee as set forth in the Schedule of Fees of Twenty-Five Dollars (\$25.00) per annum and the execution to the City of a bond in the sum of Five Thousand Dollars (\$5,000.00) with a corporate surety to be approved by the Corporation Counsel, conditioned among other things that said party applying for such license will pay any and all damages which may happen to any tree, pavement, street or sidewalk, or to any telegraph, telephone, electric light or electric street care pole or wire within said City, whether such damage or injury shall be inflicted by said party or his agent, employees, or workmen and conditioned also that said party will save and indemnify and keep harmless the City from all liabilities, judgments, costs, and expenses which may in any wise accrue against said City in

consequence of the granting of such license or any permit, and will in all things comply with the Ordinances of the City and all permits granted to him. Said license shall expire December 31st of the year in which it was issued. License fees shall not be prorated.

Chapter 38: Section 161: Permit Fee.

The permit fee shall be as set forth in the Schedule of Fees. ~~No fee is required for the original permit; however, Twenty-five cents (\$.25) shall be charged for each facsimile copy of the permit that is desired.~~

Chapter 38: Section 166.2: License Required; Application; Fees.

(d) Fees:

(1) For locations in downtown business district, the applicant shall pay to the City Clerk prior to filing an application a fee in an amount as set forth in the Schedule of Fees ~~of two hundred fifty dollars (\$250.00)~~ per license year which shall be prorated for any full calendar months which have expired during the license year and which will be refunded if the license is denied.

(2) For locations outside the downtown business district, the applicant shall pay to the City Clerk prior to filing an application, a fee in an amount as set forth in the Schedule of Fees ~~of Two Hundred Fifty Dollars (\$250.00)~~ per calendar year or part thereof which will be refunded if the license is denied.

(3) Should the applicant plan to operate for a period of less than one week whether in the downtown business district or elsewhere, the applicant shall pay to the City Clerk prior to filing an application, a fee in an amount as set forth in the Schedule of Fees ~~of Twenty Dollars (\$20.00) per day; provided, however, if the applicant requests a permit for a week, the fee shall be One Hundred Dollars (\$100.00).~~

Chapter 38: Section 167.2: Permits Required, Fee.

(d) The fee for a sidewalk cafe permit shall be in an amount as set forth in the Schedule of Fees ~~\$100.00 per year.~~

Chapter 40: Section 202: Application for Certificate.

An application for a certificate of public convenience shall be filed with the City Clerk upon forms provided by the City of Bloomington. The fee for each application shall be as set forth in the Schedule of Fees ~~\$100.00~~. The fee must be paid prior to the processing of the application. Each application shall be verified upon oath or affirmation and shall furnish the following information:

Chapter 40: Section 203: Investigation.

The Chief of Police shall cause an investigation to be made of the character, fitness and qualifications of the applicant, and shall transmit the findings to the City Manager. This investigation shall include a background check conducted by the Illinois State Police and may

require the fingerprinting of the applicant or its officers. In addition to any other fee required by this Chapter, every person for whom a background investigation is required shall pay a fee as set forth in the Schedule of Fees ~~of \$10.00~~ to the City of Bloomington for costs of an initial background investigation and shall pay an additional fee as set forth in the Schedule of Fees ~~of \$20.00~~ to cover the costs of fingerprinting if deemed necessary by the City Manager.

Chapter 40: Section 207: License Fees.

(a) Payment. No certificate shall be issued or continued in operation unless the holder thereof has paid an annual license fee as set forth in the Schedule of Fees ~~of Two Hundred Dollars (\$200.00)~~ for the first taxicab or downtown shuttle and an amount as set forth in the Schedule of Fees for each additional vehicle operated under the certificate of public convenience. Said license fees shall be paid prior to issuance of a new certificate and, in the case of renewals, shall be paid in advance of the year for which the certificate is to be renewed.

Chapter 40: Section 303: Replacement of Certificate or Plate.

Whenever a holder has lost or destroyed a plate issued as provided herein, he shall make a verified application in writing to the Traffic Division of the Bloomington Police Department stating that the same has been lost or destroyed, and the Police Department shall authorize the City Clerk to issue a substitute thereof upon payment in an amount as set forth in the Schedule of Fees ~~of the sum of Five Dollars (\$5.00)~~ to the City Clerk for the item so duplicated or substituted.

Chapter 40: Section 402: Application for Driver's Permit.

(a) An application for a taxicab or downtown shuttle driver's permit shall be filed with the City Clerk on forms provided by the City of Bloomington. The application fee shall be as set forth in the Schedule of Fees ~~Twenty-five Dollars (\$25.00)~~ and must be paid prior to processing the application. The application shall be verified and shall contain the following information:

Chapter 40: Section 407: Replacement of Permit or Identification Card.

Whenever a driver has lost or destroyed his permit or identification card, issued as herein provided, he shall make a verified application in writing to the City Clerk stating that the same has been lost or destroyed, and the City Clerk shall issue a duplicate copy or substitute thereof upon payment of an amount as set forth in the Schedule of Fees ~~the sum of One Dollar (\$1.00)~~ to the City Clerk for such item so duplicated or substituted. Chapter 40: Section 601

Chapter 40: Section 1005: Downtown Shuttles - License Required.

(a) Vehicles Must be Licensed. Prior to the use and operation of any vehicle under the provisions of this Article and during the months of December and June of each year, every vehicle shall be thoroughly examined and inspected by the Police Department and found to be satisfactory in regard to the following:

(1) Steering;

- (2) Brakes;
- (3) Lights;
- (4) Tires;
- (5) Horn;
- (6) Exhaust system;
- (7) Rear view mirror;
- (8) Windshield wipers;
- (9) Properly licensed by State of Illinois;
- (10) Otherwise clean, sanitary and safe for the transportation of passengers;
- (11) State Sticker showing proof of insurance;
- (12) No crack in a window which cannot be covered by a 1" disk (State law - a quarter);
- (13) No body damage or condition shall be allowed to remain which would cost in excess of \$250.00 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers.

As part of this examination, every vehicle must pass the safety test provided by an official Illinois testing station as established by the Illinois Compiled Statutes. If the vehicle complies with the City standards set forth above and passes the official Illinois test, the sticker of safety by the official testing station and a sticker issued by the City shall be affixed to said vehicle and it shall at all times be displayed on said vehicle. No sticker issued during the first six (6) months of any year shall be of any effect after July 1st of that year and no such certificate issued during the second six (6) months of any year shall be of any effect after January 1st of the following year. No downtown shuttle shall be operated upon the streets, alley or public places of said City without having been tested as herein required or without having said sticker displayed on said vehicle. A fee as set forth in the Schedule of Fees ~~of \$10.00~~ shall be paid to the City for each such certificate.

Chapter 40: Section 1204: Transportation Network Company License Required.

(a) No TNC may operate in Bloomington-Normal unless it obtains a TNC License. The application for TNC license shall be made to the City Clerk in the form and manner required by that office. The fee for application for license issuance or renewal shall be as set forth in the Schedule of Fees ~~is \$100.00~~ and upon the issuance of a license upon approval, the licensure fee shall be an amount as set forth in the Schedule of Fees ~~\$3,000.00~~. The licensure fee must be paid prior to issuance of a license.

Chapter 41: Section 4: Fee.

The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees ~~the sum of Twenty-five Dollars (\$25.00)~~ per year payable in advance to the Director of Finance and no license shall be issued until such fee has been paid. In the event that an application "is made after January 1 of any year, the license fee shall be reduced pro rata according to the number of quarters or parts thereof remaining in the year .and the fractional part of a quarter shall be counted as a whole quarter. Whenever a license is issued to a specific location, no additional license shall be required for the sale of tobacco at the same location by person other than the original applicant. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

Chapter 43: Section 3.3: Transfer of Licenses.

Every person holding a license shall give notice in writing to the City at least thirty (30) calendar days before having sold, transferred, given away, or otherwise disposed of interest in, or control of, any manufactured home park. Such notice shall include the name and address of the person succeeding to the ownership or control of such manufactured home park. Upon application in writing for transfer of the license and deposit of a fee, in an amount as set forth in the Schedule of Fees, ~~of One Hundred Dollars (\$100.00)~~, the license shall be transferred subject to an agreement to comply according to Section 6 of this Ordinance, or if the manufactured home park is in compliance with all applicable provisions of this Ordinance. Chapter 43: Section 3.3

Chapter 43: Section 3.4: License Renewal Application.

(a) One (1) copy of the license application shall be submitted to the City Clerk. All applications shall contain the following information:

- (1) The name, address and telephone numbers of the owner and manager, including owners of beneficial interest in a land trust;
- (2) The location and legal description of the manufactured home park;
- (3) An affidavit stating that all improvements have been constructed according to the approved plans, or that the manufactured home park, or stage as it exists, conforms to all local laws and standards of this Ordinance.

The application shall be accompanied by the deposit of a fee in an amount as set forth in the Schedule of Fees. ~~of One Hundred Dollars (\$100.00) plus Five Dollars (\$5.00) for each manufactured home lot in the manufactured home park.~~ This fee, once paid to the City Clerk, shall not be refunded.

Chapter 45: Section 103.5: Department of Property Maintenance Inspection.

SEC. 103.5 FEES.

(a) Reinspection Fee. If a contractor/owner notifies the Code Official that a project is ready for final inspection and, upon inspection the Code Official finds the project not complete, then the Contractor/Owner shall pay a fee as set forth in the Schedule of Fees ~~of Twenty-five Dollars (\$25.00)~~ per inspector for each reinspection required. The fee shall be paid prior to any subsequent reinspection.

(b) Inspection Fee for Code Compliance. If requested, an inspection/ investigation of an existing building/facility for Code compliance may be done by the Code Official or employee charged with enforcement of this code with authorization from the owner. A fee in an amount as set forth in the Schedule of Fees ~~of Ten Dollars (\$10.00)~~ per inspector shall be charged for said inspection/investigation.

Chapter 45: Section 900.13: Fees.

(a) The City shall assess the ~~following~~ fees, as set forth in the Schedule of Fees, for registrations and inspections required by this Section.:

1. ~~\$65.00 per building or, if more than one rented condominium unit is contained within a building, then \$65.00 per rented condominium unit;~~

2. ~~An additional \$5.00 per unit shall be assessed for buildings with 3 or more units.;~~

3. ~~Missed inspection fee: \$75.00 per building or condominium for each missed inspection.~~

4. ~~Second re-inspection appointment fee: \$100.00 per building.~~

5. ~~Late fees on billing statements: 10% interest per month on outstanding balances per Section 900.8.~~

(b) Any fees due and owing shall be added to the yearly registration fee and must be paid in fully at the time of registration.

Chapter 45: Section 1100.5: Obligation to Register Derelict Buildings.

(a) Any owner of a derelict building as defined in Section 4 of this Ordinance shall register such building as a derelict building and submit a derelict building plan. The derelict building registration and plan shall be filed with the Department of Community Development, together with a registration fee in an amount as set forth in the Schedule of Fees ~~of \$30~~. Registration of a derelict building shall be valid for a period of one year from the date of registration. If the building remains derelict at the expiration of any registration period, the owner shall renew registration of such building and pay a fee as set forth in the Schedule of Fees ~~of \$100.00~~. Each subsequent annual registration for said building shall be assessed a registration fee as set forth in the Schedule of Fees

~~of \$100.00.~~ All fees provided for in this Section are in addition to any other fees, fines or penalties provided for by the ordinances of the City of Bloomington, State or Federal law.

Fee Comparison Chart

Attachment A to Schedule of Fees Memo
October 8, 2018

Code	Fee	New	Old/Current
C2.S9	Issuing Every License	\$ 0.50	\$ 0.50
C2.S9	Transferring each license	\$ 0.50	\$ 0.50
C2.S9	Taking bond on license transfer	\$ 0.50	\$ 0.50
C2.S9	Deed for real estate issued	\$ 2.00	\$ 2.00
C2.S9	Certified copies of any record	\$ 1.00	\$ 1.00
C2.S45-5(b)	FOIA xerox copies (after 50 pages)	\$ 0.15	
C2.S45-5(b)	Color	Actual Cost	.75 per page
C2.S45-5(b)	Blueprints	Actual Cost	Actual Cost
C2.S45-5(b)	Microfilm	Actual Cost	Actual Cost
C2.S45-5(b)	CD	Actual Cost	Actual Cost
C2.S45-5(b)	Photographs	Actual Cost	Actual Cost
C2.S45-5(b)	Voluminous requests	FOIA Amount	N/A
C2.63(c)	Application for Employment (police & fire)	No fee	\$ 25.00
C3.S3.2(b)	Contractor Registration	\$ 50.00	\$ 50.00
C3.S3.2(b)	Annual Renewal	\$ 50.00	\$ 50.00
C3.S3.10(b)	Sign permit fees less than \$1,000	\$15.00 + \$0.26 per sq. ft.	\$14.00 + \$0.26 per sq.
C3.S3.10(b)	Sign permit fees between \$1,000 and \$10,000	\$14.00 + \$8.00 per thousand of est. cost over \$1,000 + \$0.26 per sq. ft.	\$14.00 + \$7.00 per thousand of est. cost over \$1,000 + \$0.26 per sq. ft.
C3.S3.10(b)	Sign permit fees over \$10,000	\$87.00 + \$5.00 per thousand of est. cost over \$10,000 + \$0.26 per sq. ft.	\$77.00 + \$4.00 per thousand of est. cost over \$10,000 + \$0.26 sq. ft.
C3.S3.10(c)	Portable Temporary Signs not exempted in Code	\$ 20.00	\$ 20.00
C3.S11.4(a)	Non-electric portable signs	\$ 20.00	\$ 20.00
C3.S24	License Fee (Dist. Handbills, samples advertisements)	\$ 50.00	\$ 50.00
C4.S13	Inspection and permit feet (fuel burning plants/refuse burning equipment)	N/A	
C4.S18	Inspection and permit fees (ventilation)	N/A	
C6.S7B(a)(2)	Annual license fee CA, EA, RA, ST, TA class 2017-18	\$ 2,100.00	\$ 2,100.00
C6.S7B(a)(2)	Annual license fee CB, EB, RB, TB class	\$ 700.00	\$ 700.00
C6.S7B(a)(2)	Annual license fee GPA, PA class	\$ 1,100.00	\$ 1,100.00
	(holder of CA, EA, RA, TA class license)	\$ -	\$ -
C6.S7B(a)(2)	Annual license fee GPB, PB class	\$ 800.00	\$ 800.00
	(holder of CB, EB, RB, TB class license)	\$ 200.00	\$ 200.00
	(holder of CA, EA, RA, TA class license)	\$ -	\$ -
C6.S7B(a)(2)	Annual license fee S class license	\$ 500.00	\$ 500.00
	(holder of CA and CB class license)	\$ -	\$ -
C6.S7B(a)(2)	Annual license fee MA class license	\$ 1,100.00	\$ 1,100.00
C6.S7B(a)(2)	Annual license fee MB class license	\$ 700.00	\$ 700.00
C6.S7B(a)(3)	Annual license fee CA, EA, RA, ST, TA class 2018-19	\$ 2,400.00	\$ 2,400.00
C6.S7B(a)(3)	Annual license fee CB, EB, RB, TB class	\$ 800.00	\$ 800.00
C6.S7B(a)(3)	Annual license fee GPA and PA class	\$ 1,200.00	\$ 1,200.00
	(holder of CA, EA, RA, TA class license)	\$ -	\$ -
C6.S7B(a)(3)	Annual license fee GPB and PB class	\$ 900.00	\$ 900.00
	(holder of CB, EB, RB, TB class license)	\$ 225.00	\$ 225.00
	(holder of CA, EA, RA, TA class license)	\$ -	\$ -
C6.S7B(a)(3)	Annual license fee S class license	\$ 550.00	\$ 550.00
	(holder of CA and CB class license)	\$ -	\$ -
C6.S7B(a)(3)	Annual license fee MA class license	\$ 1,200.00	\$ 1,200.00
C6.S7B(a)(3)	Annual license fee MB class license	\$ 750.00	\$ 750.00
C6.S7B(a)(4)	Annual license fee CA, EA, RA, ST, TA class 2021 -	\$ 2,700.00	\$ 2,700.00
C6.S7B(a)(4)	Annual license fee CB, EB, RB, TB class	\$ 900.00	\$ 900.00
C6.S7B(a)(4)	Annual license fee GPA and PA class	\$ 1,300.00	\$ 1,300.00
	(holder of CA, EA, RA, TA class license)	\$ -	\$ -

Code	Fee	New	Old/Current
C6.S7B(a)(4)	Annual license fee GPB, PB class	\$ 1,000.00	\$ 1,000.00
	(holder of CB, EB, RB, TB class license)	\$ 300.00	\$ 300.00
	(holder of CA, EA, RA, TA class license)	\$ -	\$ -
C6.S7B(a)(4)	Annual license fee S class license	\$ 600.00	\$ 600.00
	(holder of a CA, CB class license)	\$ -	\$ -
C6.S7B(a)(4)	Annual license fee MA class license	\$ 1,300.00	\$ 1,300.00
C6.S7B(a)(4)	Annual license fee MB class license	\$ 850.00	\$ 850.00
C6.S7.B(b)	LA, LB, SA, SB class licenses, first day in effect	\$ 100.00	\$ 100.00
C6.S7.B(b)	LA, LB, SA, SB class licenses, subsequent days up to \$500	\$ 50.00	\$ 50.00
C6.S7.B(c)	Annual license fee for W license class	\$ 75.00	\$ 75.00
C6.S7.B(d)	Annual license fee SPA and SPB class (per season)	\$ 500.00	\$ 500.00
C6.S3	Application fee for creation of new license	\$ 400.00	\$ 400.00
	(no fee: LA, LB, SA, SB, W)		
C6.S9	Lost license (duplicate) fee	\$ 5.00	\$ 5.00
C7.S3	Annual license fee - enclosed theatres	\$1.00 per seat per year	\$.035 per seat
C7.S3	Annual license fee - drive in theatres	\$ 250.00	\$ 100.00
C7.S35	Annual Operator's license fee-enclosed theatres	\$ 210.00	\$ 200.00
C7.S36	Annual license fee for each machine	\$ 38.00	\$ 36.00
C7.S55	Annual Operator's license fee - enclosed theatres	\$ 525.00	\$ 500.00
C7.S56	Annual license fee for each machine	\$ 63.00	\$ 60.00
C7.S87	Annual license fee - billiard or pool tables	\$20.00 per every table	\$18 per table
C7.S87	Annual license fee - bagatelle tables	\$20.00 per every table	\$18 per table
C7.S87	annual license fee - nine or ten pin alleys	\$26.25 per every alley	\$25 per table
C7.S96	Annual license fee - skating rink - per year	\$ 200.00	\$ 180.00
	Annual license fee - skating rink - per quarter	\$ 50.00	\$ 45.00
C7.S99	Annual license fee - outdoor mini golf course	\$ 125.00	\$ 100.00
C7.S99	Annual license fee - indoor mini golf course	\$ 350.00	\$ 300.00
C7.S103	License fee - parade & load/unload	\$ 75.00	\$ 75.00
C7.S106	Annual license fee - shooting gallery	\$ 100.00	\$25 penalty see schedule
C7.S110	Annual license fee - public dance hall with prorated fee during the fiscal year with charge of 1/4 of total fee for each 3 months until the succeeding December 31st	\$ 420.00	\$ 400.00
C7.S124	Video gaming license	N/A	
C8.S53(a)(1)	Reclamation of impounded animal	\$ 50.00	\$ 50.00
C8.5 S203(a)	Filing fee - annexation agreement in addition to the cost of legal notice publication	\$ 1,000.00	\$ 100.00
C8.5 S205(a)	City annexation fee per residential lot	\$ 737.74	\$ 540.41
C8.5 S205(a)	City annexation fee per commercial square foot	\$ 0.06	\$ 0.05
C9.S3	Annual license fee - auctioneers	\$ 50.00	\$ 50.00
C10.S23(6)(b)	Application for Appeal	\$ 150.00	\$ 150.00
C10.S108.7	Fee schedule based on estimated value of improvements		
	\$0 - \$1,000	\$32.00 minimum	\$ 30.00
	\$1,001-\$5,000	\$32.00 plus \$.86 per hundred or part thereof of the estimated cost over \$1,000 - maximum \$75.00	\$30 plus \$.80 per hundred or part thereof of the estimated cost over \$1,000 - maximum \$62.00

Code	Fee	New	Old/Current
	\$5,001-\$10,000	\$75.00 plus \$.58 per hundred or part thereof of the estimated cost over \$5,000 - maximum \$104.00	\$62 plus \$.54 per hundred or part thereof of the estimated cost over \$5,000 - maximum \$89.00
	\$10,001-\$50,000	\$104.00 plus \$.47 per hundred or part thereof of the estimated cost over \$10,000 - maximum \$292.00	\$89 plus \$.44 per hundred or part thereof of the estimated cost over \$10,000 - maximum \$265
	\$50,001-\$100,000	\$292.00 plus \$.39 per hundred or part thereof of the estimated cost over \$50,000 - maximum \$487.00	\$265 plus \$.36 per hundred or part thereof of the estimated cost over \$50,000 - maximum \$445
	\$100,001-\$500,000	\$487.00 plus \$.31 per hundred or part thereof of the estimated cost over \$100,000 - maximum \$1,727	\$445 plus \$.29 per hundred or part thereof of the estimated cost over \$100,000 - maximum \$1,605
	\$500,001-\$1,000,000	\$1,727 plus \$.29 per hundred or part thereof of the estimated cost over \$500,000 - maximum \$3,177	\$1,605 plus \$.27 per hundred or part thereof of the estimated cost over \$500,000 - maximum \$2,995
	\$1,000,00 - \$5,000.000	\$3,177.00 plus \$.25 per hundred or part thereof of the estimated cost over \$1,000,000- maximum \$13,177	\$2,995 plus \$.23.5 per hundred or part thereof of the estimated cost over \$1,000,000-maximum \$12,355
	\$5,000.001-\$10,000,000	\$13,177 plus \$.22 per hundred or part thereof of the estimated cost over \$5,000,000-maximum \$24,177	\$12,355 plus .20.5 per hundred or part thereof of the estimated cost over \$5,000,000-maximum \$22,605
	\$10,000,001-\$50,000,000	\$24,177 plus \$.17 per hundred or part thereof of the estimated cost over \$10,000,000- maximum \$92,177	\$22,605 plus .26 per hundred or part thereof of the estimated cost over \$10,000,000- maximum \$86,605
	\$50,000,001-\$100,000,000	\$92,177 plus \$.14 per hundred or part thereof of the estimated cost over \$50,000,000- maximum \$162,177	\$86,605 plus \$.13.5 per hundred or part thereof of the estimated cost over \$50,000,000-max \$154,105

Code	Fee	New	Old/Current
	\$100,000,001 and over	\$162,177 plus \$.10 per hundred or part thereof of the estimated cost over \$100,000,000	\$154,105 plus .09 per hundred or part thereof of the estimated cost over \$100,000,000
C10.S108.7(d)	Fee schedule finished floor area	\$.15 per gross sq. ft.	\$.15 per gross sq. ft.
	Fee schedule finished basements	\$.15 per gross sq. ft.	\$.15 per gross sq. ft.
	Fee schedule unfinished basements	\$.10 per gross sq. ft.	\$.08 per gross sq. ft.
	Fee schedule garages / carports	\$.10 per gross sq. ft.	\$.08 per gross sq. ft.
	Fee schedule building additions	based on area or cost of work per building permit fee schedule	based on area or cost of work per building permit fee schedule
C10.S108.7(f)	Fee surcharge (construction w/o permit)	100% of regular charge or \$50 whichever is greater	100% of regular charge or \$50 whichever is greater
C10.S108.7(g)	Review of construction documents/plans		
	Estimated project cost \$500 or less	\$20.00 minimum	$0-1,250,000 = x .0016$
	Estimated project cost \$501-\$1,000	\$30.00 minimum	$\$1,250,000 \text{ to } 5,000,000 \text{ and over} = \$2,000 \text{ plus } x \$.0006 \text{ of valuation over } \$1,250,000$
	Estimated project cost \$1,001-\$20,000	\$30.00 plus \$2.40 per hundred or part thereof	$\text{value over } \$5,000,000 = \$4,250 \text{ plus } x \$.0004 \text{ of valuation over } \$5,000,000$
	\$20,001-\$50,000	\$496.00 plus \$0.42 per hundred or part thereof	
	\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof	
C10.S108.8	Moving Buildings - fee schedule Table 1	plus \$25.00	plus \$25
C10.S108.9	Demolition of buildings - fee schedule Table 1		
C10.S108.10(b)	Cost of Improvement less than \$1,000	\$15.00 plus \$0.26 per sq. ft. area	\$14.00 plus \$0.26 per sq. ft. area
C10.S108.10(b)	Between \$1,000 and \$10,000	\$14.00 plus \$8.00 per thousand of est. cost over \$1,000 + \$0.26 per sq. ft. area	\$14.00 plus \$7.00 per thousand of est. cost over \$1,000 + \$0.26 per sq. ft. area
C10.S108.10(b)	Over \$10,000	\$87.00 plus \$5.00 per thousand of est. Cost over \$10,000 + \$0.26 per sq. ft. area	\$72.00 plus \$4.00 per thousand of est. Cost over \$10,000 + \$0.26 per sq. ft. area
C10.S108.11	Mechanical work HVAC fee schedule-est. cost/value		
	\$500 or less	\$20.00 minimum	minimum \$7.00 minimum
	\$501-\$1,000	\$30.00 minimum	\$30.00 minimum
	\$1,001-\$20,000	\$30.00 plus \$2.40 per hundred or part thereof	\$30.00 plus \$2.40 per hundred or part thereof

Code	Fee	New	Old/Current
	\$20,001-\$50,000	\$496.00 plus \$0.42 per hundred or part thereof	\$496.00 plus \$0.42 per hundred or part thereof
	\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof	\$612.00 plus \$0.24 per hundred or part thereof
C10.S108.20.3(a)	Contractor Registration Fee	\$ 100.00	\$ 75.00
C10.S108.20.3(a)	Annual Renewal Fee	\$ 100.00	\$ 75.00
C10.S108.20.3(b)	Forfeited license - annual renewal fee plus \$25 per month or portion of month delinquency has continued	\$ 25.00	\$ 25.00
C10.S108.20.3(b)	Renewal late fee	\$ 50.00	\$ 25.00
C10.S108.21	Fire protection system fees - multi-purpose permit	Table 1	same
	Fire protection system fees - HVAC permit	Table 3	same
	Fire protection system fees - plumbing permit	Plumbing code fee chart, Ch 34	same
	Fire protection system fees - electrical permit	Electricity fee schedules-Ch 15	same
	Fire protection system fees - manufactured home conn.	\$75.00 incl. occupancy cert.	\$ 75.00
	Fire protection system fees-manufac. home disconn.	\$ 75.00	\$ 75.00
C10.S108.23	System riser or standpipes	\$ 125.00	\$ 125.00
	System zones	\$30.00 per zone after first riser	30 per zone after first riser
	System heads	\$1.20 per head	\$1.20 per head
	Fire pump	\$ 75.00	\$ 75.00
	Alterations/modifications	see Table 1	
	13D fire protection systems	\$ 125.00	\$ 125.00
C10.S112.4	Variance/Interpretation petition	\$ 150.00	\$ 150.00
	Each additional petition	\$ 50.00	\$ 30.00
	Property maintenance code variance	\$ 50.00	\$ 50.00
	Property maintenance code each additional variance	\$ 15.00	\$ 10.00
C11.S3	Annual license fee- one person engaged in business	\$ 40.00	\$ 40.00
	Annual license fee-each other person in business	\$ 5.00	\$ 5.00
C11.S11	Annual license fee coin operated dry cleaning	\$10.00 per machine	\$ 10.00
C11.S23	Annual license fee asphaltic concrete plants	\$25.00 + reimbursement of costs	\$ 25.00
C14.S13(D)(1)	Collocate single wireless facility		
	existing utility pole/wireless support structure	\$650.00 each	\$ 650.00
C14.S13(D)(1)	Collocate more than one single wireless facility existing utility pole/wireless support structure	\$350.00 each	\$ 350.00
C14.S13(D)(2)	Collocate single wireless facility-new utility pole install	\$1,000 each	\$ 1,000.00
C15.S4	Electrical contractor annual license fee	\$ 100.00	\$ 75.00
C15.S5 S6	Renewal fee	\$ 100.00	\$ 50.00
C15.S6	Forfeited license - annual renewal fee plus \$25 per	Annual renewal fee + \$25.00 per month or portion of month that delinquency has continued	same
C15.S6	Inactive license status	\$ 100.00	\$ 75.00
C15.S7.1	Reciprocal registration fee	\$ 100.00	\$ 75.00
C15.S5(c)	Application for certificate of license	\$ 50.00	\$ 50.00
C15.S5(e)	Application for limited license	\$ 50.00	\$ 50.00
C15.S5(e)	Annual renewal - limited license	\$ 50.00	\$ 50.00

Code	Fee	New	Old/Current
C15.S19(a)	Permit fee schedule - service entrance or feeder		
	0 to 100 amp	\$ 30.00	\$ 30.00
	101 to 200 amp	\$ 60.00	\$ 60.00
	201 to 400 amp	\$ 100.00	\$ 100.00
	401 to 600 amp	\$ 150.00	\$ 150.00
	601 to 800 amp	\$ 200.00	\$ 200.00
	801 to 1000 amp	\$ 250.00	\$ 250.00
	1001 to 1200 amp	\$ 300.00	\$ 300.00
	over 1200 amp	\$ 350.00	\$ 350.00
C15.S19(b)	Fee Schedule - Valuation		
	\$500.00 or less	\$ 30.00	\$ 30.00
	\$501.00 to \$1,000.00	\$ 50.00	\$ 50.00
	\$1,001.00 to \$10,000.00	\$50.00 plus \$1.75 per hundred or fraction thereof over \$1,000	\$50.00 plus \$1.75 per hundred or fraction thereof over \$1,000
	\$10,001.00 to \$50,000	\$207.50 plus \$.55 per hundred or fraction thereof over \$10,000	\$207.50 plus \$.55 per hundred or fraction thereof over \$10,000
	Above \$50,001.00	\$427.50 plus \$.35 per hundred or fraction thereof over \$50,000	\$427.50 plus \$.35 per hundred or fraction thereof over \$50,000
C15.S19(b)	Owner occupied single family residence	50% surcharge	50% surcharge
C15.S19(c)	Fee surcharge construction w/o permit	100% surcharge	100% surcharge or \$50 which is higher
C15.S20(b)	Annual limited permits	\$ 50.00	\$250 / renewal fee \$50
C15.S23(b)	Filing fee - variance/interpretation	\$ 150.00	\$ 125.00
C16.S36	Charge for returned check	\$ 25.00	\$ 25.00
C17.S92(b)	Fee for emergency medical service and transportation		
	Basic life support services	\$ 652.38	\$ 500.00
	Advanced life support	\$ 782.87	\$ 600.00
	Advanced life support 2	\$ 675.00	\$ 673.00
	Mileage	\$15.66 per mile	\$12.00 per mile
	Medical treatmet with no transport	\$ 195.71	\$ 150.00
	Oxygen	\$ 19.00	\$ 15.45
C17.S92(d)	Failure to pay	\$25.00 plus accruing interest	\$25.00 plus accruing interest
	Fire Dept. Standby EMS chase event	\$125 per hour billed to nearest 1/4 hour with 2 hr. min. \$250.00	Same
	Fire Dept. standby medic event	\$250 per hour billed to nearest 1/4 hour with 2 hr. min. \$500.00	Same
	Fire Dept. standby college sporting event	\$350.00 flat rate up to 4 hrs.	Same
	Fire Dept. standby add'l college hours	\$250.00 per add'l hour billed to nearest 1/4 hour	Same
	Fire Dept. standby high school sporting event	\$220.00 flat rate up to 4 hrs.	Same
	Fire Dept. standby add'l high school hours	\$121.00 per add'l hour billed to nearest 1/4 hour	Same
	False alarm - first three in calendar year	No Fee	
	False alarm - 4th and 5th in calendar year	\$75.00 each	
	False alarm - 6th and 7th in calendar year	\$100.00 each	
	False alarm - 8th and 9th in calendar year	\$200.00 each	

Code	Fee	New	Old/Current
	False alarm - 10th and every succeeding	\$300.00 each	
	False alarm w/o permit/certificate of acceptance	\$400.00 each	
C22.S81	Permit fees - private pool	\$ 10.00	\$ 10.00
	Permit fees - public pool	\$ 90.00	\$ 90.00
C22.S88	Permit fees-septic tank, privy, sink drain, cesspool	No Fee	
C22.S155	Filing of application and fee-massage establishment	\$25 per quarter year	\$ 25.00
C22.S159	Original application fee - masseur or masseuse	\$ 25.00	\$ 25.00
	Renewal fee - masseur or masseuse	\$ 10.00	\$ 10.00
C22.S182	Application and license fee rooming house	\$ 210.00	\$ 200.00
C22.S183(b)	Re-inspection fee	\$ 53.00	\$ 50.00
C22.S5.2	Annual license fee - junk dealers - license shall be pro-rated to require fee or each quarter year or part thereof	\$ 100.00	\$ 50.00
C24.S3.2.2	filing fee (preliminary subdivision plan)	\$300 plus \$20 per lot	\$100 plus \$5 per lot
C24.S3.4.3	Plan review and inspection fee	Actual Costs	Actual costs
C24.S3.5.6(b)(4)	Filing fee (expedited subdivision plat)	\$300 plus \$20 per lot	\$100 plus \$5 per lot
C24.S6.3.4(a)	Subdivisions with public improvements	Included with inspection fee	Same
C24.S6.3.4(b)	Sites less than one acre	\$ 65.00	\$ 35.00
C24.S6.3.4(c)	Sites greater than 1 acre, but less than or equal to 50 acre	\$65 for 1st acre + \$30 per acre for each add'l acre or part thereof up to 50 acres total	\$35 for 1st acre + \$20 per acre for each add'l acre or part thereof up to 50 acres total
C24.S6.3.4(d)	Sites greater than 50 acres	\$65 for 1st acre + \$30 per acre for up to 50 acres + \$5.00 for each acre or part thereof over 50 acres	\$35 for 1st acre + \$20 per acre for up to 50 acres + \$5.00 for each acre or part thereof over 50 acres
C26.S9	Lost licenses (duplicate)	\$ 5.00	\$ 5.00
C26.S22	Application and license fee parole group homes	\$ 100.00	\$ 100.00
C26.S23	Investigations - terms of license	\$ 100.00	\$ 100.00
C29.S130(a)	Parking permit fees (daily)	\$ 5.00	\$ 5.00
C29.S130(a)	Parking permit fees (monthly)	\$ 50.00	\$ 50.00
C29.S130(d)	Replacement fee (lost, stolen or misplaced)	\$ 25.00	\$ 25.00
C29.S130(g)	Auto release fees	\$ 50.00	\$ 50.00
C29.S130(b)(1)	Abraham Lincoln Memorial parking garage hourly rate	\$ 1.00	\$ 1.00
	Abraham Lincoln Memorial parking garage daily max	\$ 10.00	\$ 7.00
	Abraham Lincoln Memorial parking garage monthly rate	\$ 50.00	\$ 50.00
C29.S180(b)(2)	Association of Commerce parking garage hourly rate	\$ 1.00	\$ 1.00
	Association of Commerce parking garage daily max	\$ 10.00	\$ 7.00
	Association of Commerce parking garage monthly rate	\$ 50.00	\$ 50.00
C29.S180(b)(3)	Major Butler parking lot monthly fee	\$ 50.00	\$ 50.00
C29.S180(b)(4)	Arena parking garage hourly rate	\$ 1.00	\$ 1.00
	Arena parking garage daily max	\$ 10.00	\$ 7.00
	Arena parking garage monthly rate	\$ 50.00	\$ 50.00
C29.S180(b)(3)	All other City owned parking facilities monthly fee	\$ 50.00	\$ 50.00
C29.S195(3)	Release fee towed vehicles	\$10.00	\$ 10.00

Code	Fee	New	Old/Current
C29.S195(4)	Release fee (2nd vehicle towed for violation S29-194A)	\$100 increasing \$100 per each vehicle towed up and not to exceed \$1000	\$100 increasing \$100 per each vehicle towed up and not to exceed \$1000
C29.S195(5)	Release fee (2nd vehicle towed for violation S29-193)	\$100 increasing \$100 per each vehicle towed up and not to exceed \$1000	\$100 increasing \$100 per each vehicle towed up and not to exceed \$1000
C29.S228(a)	Annual license fee vehicle relocater	\$ 25.00	\$ 25.00
C29.S285	Fees for load exceeding max. practical weights	see table	no change
C29.S286	Extended term permits (3 month ext. term permits)	\$ 250.00	\$ 200.00
C29.S287	Supplemental permit fees	\$ 15.00	\$ 10.00
C29.S289(a)	Bridge structural analysis fees	\$60.00 per hr. + computer costs	\$40 per hr. + computer costs
	Pavement structural analysis per hour	\$ 60.00	\$ 40.00
	Field investigation of movement feasibility per hour	\$ 60.00	\$ 40.00
	Accompanying the move per hour	\$ 60.00	\$ 40.00
	Interim or final inspection for damages per hour	\$ 60.00	\$ 40.00
C29.S289(b)	Bridge structural analysis fees per hour	\$ 60.00	\$ 40.00
	Pavement structural analysis per hour	\$ 60.00	\$ 40.00
	Field investigation of movement feasibility per hour	\$60.00 each employee	\$40 each employee
	Accompanying the move per hour	\$60.00 each employee	\$40 each employee
	Interim or final inspection for damages per hour	\$60.00 each employee	\$40 each employee
C30.S8	Application and license fee nursing homes	\$ 40.00	\$ 40.00
C30.S29	Application and license fee nursery or convalescent	\$ 40.00	\$ 40.00
C30.S30	(see also application)	\$ 40.00	\$ 40.00
C31.S1310	For each grave for interment of person under 10 years	\$ 50.00	\$ 50.00
C31.S1310	For each grave for interment of person over 10 years	\$ 60.00	\$ 60.00
C31.S1310	For each exhumation of a person	\$ 80.00	\$ 80.00
C31.S1310	For other services performed	Materials & labor, + 25% overhead	Materials & labor, + 25% overhead
C32.S4	Annual license fee - pawnbrokers	\$ 500.00	\$ 500.00
C32.S15	Application and license fee. Secondhand dealers	\$ 100.00	\$ 100.00
C34.S5	Annual license fee plumbing contractor	No Fee	No Fee
C34.S5	Renewal late fee plumbing contractor	No Fee	No Fee
C34.S24.1	Lawn sprinkler application - per system	\$ 30.00	\$ 30.00
C34.S55(a)	survey filing fees (biennial)	\$ 60.00	\$ 50.00
C34.S55(b)	Inspection per hour	\$ 60.00	\$ 50.00
C34.S55(c)	Annual certification of cross connection control device	\$ 40.00	\$ 30.00
C34.S117(a)	Minimum permit fee	\$ 30.00	\$ 30.00
C34.S117(a)	Fee chart		
	Aspirators	\$ 15.00	
	Backwater valve	\$ 15.00	\$ 13.00
	Bathtub with or without shower	\$ 15.00	\$ 13.00
	Bidets	\$ 15.00	\$ 13.00
	Cuspidors	\$ 15.00	
	Residential dishwashers	\$ 15.00	\$ 13.00
	Commercial dishwashers	\$ 15.00	\$ 15.00

Code	Fee	New	Old/Current
	Garbage disposals	\$ 15.00	\$ 13.00
	Floor drain	\$ 15.00	\$ 13.00
	Roof drain	\$ 15.00	\$ 15.00
	Carwash or repair garage	\$ 15.00	\$ 15.00
	Trench drain	\$ 15.00	\$ 15.00
	Open site drain	\$ 15.00	\$ 15.00
	Parking lot drain	\$ 15.00	\$ 15.00
	Drinking fountain	\$ 15.00	\$ 15.00
	Water fountain	\$ 15.00	\$ 15.00
	Grease interceptor	\$ 30.00	\$ 25.00
	Oil interceptor	\$ 30.00	\$ 25.00
	Lawn sprinkler - each sprinkler head	\$ 1.00	\$ 1.00
	Irrigation system	\$ 30.00	\$ 20.00
	Lavatory/hand sink	\$ 15.00	\$ 13.00
	Medical equipment instruments, utensils, etc.	\$ 15.00	\$ 15.00
	Medical sinks	\$ 15.00	\$ 15.00
	Medical emergency showers	\$ 15.00	\$ 15.00
	Spas	\$ 15.00	\$ 13.00
	Whirlpools	\$ 15.00	\$ 13.00
	Private pools	\$ 30.00	\$ 25.00
	Water pressure built-in	\$ 30.00	\$ 20.00
	Sewage injection pump	\$ 30.00	\$ 20.00
	Circulating pump	\$ 15.00	\$ 15.00
	Water service	\$ 30.00	\$ 30.00
	Sanitary sewer service	\$ 30.00	\$ 30.00
	Storm sewer connection	\$ 30.00	\$ 30.00
	Stall or compartment	\$ 15.00	\$ 15.00
	Kitchen sink	\$ 15.00	\$ 15.00
	3 compartment sink	\$ 20.00	\$ 20.00
	Laundry (tub) sink	\$ 15.00	\$ 13.00
	Service (mop) sink	\$ 15.00	\$ 13.00
	Bar sink	\$ 15.00	\$ 13.00
	Surgeon, pantry, bedpan	\$ 15.00	\$ 13.00
	Water softener/filtration	\$ 30.00	\$ 25.00
	Service connection - sprinkler	\$ 30.00	\$ 25.00
	backflow preventer	\$ 30.00	\$ 30.00
	Water supply tank	\$ 30.00	\$ 20.00
	Pressure tanks	\$ 30.00	\$ 20.00
	Traps, standpipes, etc.	\$ 15.00	\$ 13.00
	Urinals	\$ 15.00	\$ 15.00
	Floor or wall mounted watercloset	\$ 15.00	\$ 13.00
	Domestic or residential water heater	\$ 30.00	\$ 25.00
	Commercial water heater	\$ 30.00	\$ 30.00
	Replacement with piping	\$ 30.00	\$ 30.00
	Clothes washer	\$ 15.00	\$ 13.00
	Washer-garbage can	\$ 15.00	\$ 15.00
C34.S117(b)	Pipe Replacement Fee (Bldg code table 1 fee schedule)		
C34.S117(c)	Minor Repairs	\$ 30.00	\$ 30.00
C34.S117(d)	Pipe work (see Bldg. code table 1 schedule)		\$30 minimum
C34.S117(e)	Owner occupied - single family res.	50% surcharge	50% surcharge
C34.S117(f)	Fee surcharge (construction w/o permit)	100% surcharge but not less \$50.00	100% surcharge but not less \$50.00
C34.S117(g)	Re-inspection fee	\$ 50.00	\$ 50.00
C35.S30	Fingerprint Requests - per fingerprint card	\$ 20.00	\$ 20.00
C35.S31	Standard traffic accident report	\$ 5.00	\$ 5.00
	Investigated traffic accident report	\$ 20.00	\$ 20.00

Code	Fee	New	Old/Current
C35.S31.5	Police Dept. service fees - subpoena duces tecum	\$ 25.00	
	Violent offender against youth	\$20 for initial registration and \$10 thereafter	
	Sex offender registration	\$ 100.00	
	Impound fee	\$ 400.00	
	Tow release fee	\$ 10.00	
	False alarm - 1st four in calendar year	No fee	
	False alarm - 5th in calendar year	\$ 250.00	
	False alarm - 6th and every succeeding - per each	\$ 50.00	
C36.S3	Annual license fee	\$ 25.00	\$ 25.00
C36.S8	Application and license fee	\$ 25.00	\$ 25.00
C37.5-6.7(B)	Administrative processing fee	\$ 250.00	\$ 250.00
C37.5-6.7(B)	Annual license renewal fee	\$ 250.00	\$ 250.00
C38.S18	Loud speakers or radio broadcasting equipment permit	\$ 2.00	\$ 2.00
C38.S47(b)	Public sidewalk construction permit	\$ 40.00	\$ 35.00
C38.S47(b)	Public sidewalk (construction prior to permit issuance)	\$ 70.00	\$ 70.00
C38.S63	Street closure permit (permission to restrict street)	No Fee	
C38.S78(a)(2)	Street closure permit (up to 2 weeks)	\$ 40.00	\$ 25.00
C38.S78(a)(2)	Street closure permit (more than weeks, less than 1 mo)	\$ 70.00	\$ 50.00
C38.S78(b)(2)	Street closure permit per day	\$ 10.00	\$ 10.00
	Street closure permit (obstruction prior to issuance)	\$ 20.00	\$ 20.00
C38.S83.1	Mailbox permit	No Fee	
C38.S83.5	Damage reimbursement cap	\$ 150.00	\$ 150.00
C38.S87(b)	Excavation permit (no cut of curbing or pavement)	\$ 40.00	\$ 35.00
	Excavation permit (with cut of curbing or pavement)	\$ 40.00	\$ 35.00
	Deposit of \$100 for water main and \$200 for sewer main for each permit requiring cut in street curbing or pavement		
	Excavation permit (excavation prior to issuance)	\$ 80.00	\$ 70.00
C38.S91	Laying pipe, etc. permit	No Fee	
C38.S123(c)	Driveway permit	\$ 40.00	\$ 35.00
	Driveway permit (construction prior to issuance)	\$ 80.00	\$ 70.00
C38.S139	Annual license fee	\$ 75.00	\$ 25.00
C38.S161	Soliciting permit fee	No Fee	No fee
C38.S166.2(d)(1)	Annual fee (locations in downtown bus. Dist.)	\$ 250.00	\$ 250.00
C38.S166.2(d)(2)	Annual fee (locations outside downtown bus. Dist.)	\$ 250.00	\$ 250.00
C38.S166.2(d)(3)	Non-annual fee less than one week per day	\$ 20.00	\$ 20.00
C38.S166.2(d)(3)	Non-annual fee one week - per week	\$ 100.00	\$ 100.00
C38.S167.2	Annual permit fee sidewalk café	\$ 100.00	\$ 100.00
C40.S202	Application for certificate tax cabs	\$ 100.00	\$ 100.00
C40.S203	Applicant background investigation - each person	\$ 10.00	\$ 10.00
C40.S203	Fingerprinting report	\$ 20.00	\$ 20.00
C40.S207(a)	Annual license fee - first taxicab or downtown shuttle	\$ 200.00	\$ 200.00
C40.S207(a)	Annual license fee - each additional vehicle	\$ 50.00	see schedule
C40.S303	Replacement of certificate or plate	\$ 5.00	\$ 5.00
C40.S402	Application fee	\$ 25.00	\$ 25.00
C40.S407	Replacement of permit or ID card	\$ 1.00	\$ 1.00
C40.S1005(a)	Safety certificate	\$ 10.00	\$ 10.00
C40.S1204(a)	License fee	\$ 100.00	\$ 100.00
C40.S1204(a)	Annual renewal fee	\$ 100.00	\$ 100.00

Code	Fee	New	Old/Current
C41.S4	License fee sale of tobacco	\$ 25.00	\$ 25.00
C43.S3.4	Application and annual license fee	\$100 plus \$5 per each lot	\$100 plus \$5 per each lot
C43.S3.3	License transfer	\$ 100.00	\$ 100.00
C44.S4.4(F)(2)(c)(14)	Mobile Food Vending Operations Filing Fee	\$ 50.00	\$ 50.00
	Mobile Food Annual Fee	\$ 250.00	\$ 250.00
C44.13.6	Zoning Amendments	\$ 125.00	\$ 125.00
	Special Uses	\$ 125.00	\$ 125.00
	PUD	\$ 125.00	\$ 125.00
	Site Plan Reviews	\$ 125.00	\$ 125.00
	Appeals	\$ 125.00	\$ 125.00
C45.S103.5(a)	Re-inspection fee	\$ 25.00	\$ 25.00
C45.S103.5(b)	Inspection fee for code compliance (per inspector)	\$ 10.00	\$ 10.00
C45.S900.13(a)	Annual registration fee (per bldg., ir more than 1 rented condo unit within bldg, then \$65 per rented unit)	\$ 65.00	\$ 65.00
	Add'l reg. fee (per unit in bldg with 3 or more)	\$ 5.00	\$ 5.00
	Missed inspection fee (per bldg or condo)	\$ 75.00	\$ 75.00
	Second re-inspection appt. fee	\$ 100.00	\$ 100.00
	Late fees on billing statements	10% interest per month on outstanding balance	10% interest per month on outstanding balance
C45.S1100.5(a)	Derelect building registration fee (initial term)	\$ 30.00	\$ 30.00
	Annual renewal registration	\$ 100.00	\$ 100.00