CITY OF BLOOMINGTON COMMITTEE OF THE WHOLE MEETING JUNE 20, 2016

AGENDA

RECOGNITION

DISCUSSION ITEMS

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!

City of Bloomington – Strategic Plan

Vision 2025

Bloomington 2025 is a beautiful, family friendly city with a downtown – the heart of the community and great neighborhoods. The City has a diverse local economy and convenient connectivity. Residents enjoy quality education for a lifetime and choices for entertainment and recreation. Everyone takes pride in Bloomington.
Jewel of Midwest Cities.

Mission

The Mission of the City of Bloomington is to be financially responsible providing quality, basic municipal services at the best value. The city engages residents and partners with others for community benefit.

Core Beliefs

Enjoy **S**erving Others
Produce Results
Act with **I**ntegrity Take
Responsibility Be
Innovative Practice
Teamwork
Show the **SPIRIT!!**

Goals 2015

Financially Sound City Providing Quality Basic Services
Upgrade City Infrastructure and Facilities
Strong Neighborhoods
Grow the Local Economy
Great Place to Live – A Livable, Sustainable City
Prosperous Downtown Bloomington

12/11/2010

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.

DRAFT

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.

DRAFT

CITY OF BLOOMINGTON

2015 Strategic Plan Goals

Goal	**1.**	**Financially Sound City Providing Quality Basic Services**
Objective	a.	Budget with adequate resources to support defined services and level of services
	b.	Reserves consistent with city policies
	c.	Engaged residents that are well informed and involved in an open governance process
	d.	City services delivered in the most cost-effective, efficient manner
	e.	Partnering with others for the most cost-effective service delivery
Goal	**2.**	**Upgrade City Infrastructure and Facilities**
Objective	a.	Better quality roads and sidewalks
	b.	Quality water for the long term
	c.	Functional, well maintained sewer collection system
	d.	Well-designed, well maintained City facilities emphasizing productivity and customer service
	e.	Investing in the City's future through a realistic, funded capital improvement program
Goal	**3.**	**Grow the Local Economy**
Objective	a.	Retention and growth of current local businesses
	b.	Attraction of new targeted businesses that are the "right" fit for Bloomington
	c.	Revitalization of older commercial homes
	d.	Expanded retail businesses
	e.	Strong working relationship among the City, businesses, economic development organizations
Goal	**4.**	**Strong Neighborhoods**
Objective	a.	Residents feeling safe in their homes and neighborhoods
	b.	Upgraded quality of older housing stock
	c.	Preservation of property/home valuations
	d.	Improved neighborhood infrastructure
	e.	Strong partnership with residents and neighborhood associations
	f.	Residents increasingly sharing/taking responsibility for their homes and neighborhoods
Goal	**5.**	**Great Place – Livable, Sustainable City**
Objective	a.	Well-planned City with necessary services and infrastructure
	b.	City decisions consistent with plans and policies
	c.	Incorporation of "Green Sustainable" concepts into City's development and plans
	d.	Appropriate leisure and recreational opportunities responding to the needs of residents
	e.	More attractive city: commercial areas and neighborhoods
Goal	**6.**	**Prosperous Downtown Bloomington**
Objective	a.	More beautiful, clean Downtown area
	b.	Downtown Vision and Plan used to guide development, redevelopment and investments
	c.	Downtown becoming a community and regional destination
	d.	Healthy adjacent neighborhoods linked to Downtown
	e.	Preservation of historic buildings

CITY COUNCIL COMMITTEE OF THE WHOLE MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 20, 2016, 5:30 P.M.

1. Call to Order
2. Roll Call of Attendance
3. Recognition / Appointments
   A. Presentation of the Sunshine Award from the Illinois Policy Institute (Mindy Ruckman)
   B. Presentation of Certificates to Bloomington 101 participants
4. Public Comment
5. Consideration of approving the Committee of the Whole Meeting Minutes from March 21, 2016. *(Recommend that the minutes of March 21, 2016 Committee of the Whole Proceedings be approved as printed.)*
6. Discussion of an Ordinance Amending Chapter 6 of the Bloomington City Code to Provide for Video Gaming Licensing. *(Presentation by Mayor Tari Renner and Liquor Commissioner Jim Jordan 10 minutes, Council discussion 10 minutes).*
7. Discussion on the proposed Contract between the City of Bloomington and VenuWorks – Coliseum. *(Council discussion 20 minutes.)*
8. Discussion and direction on the Annual Criterium Bike Race and related issues regarding City sponsorship. *(Presentation by Alderman Karen Schmidt 5 minutes, Council discussion 15 minutes.)*
9. Discussion, and direction on whether an ordinance should be drafted banning the use of electronic cigarettes at locations within the City where smoking is otherwise prohibited by the Smoke Free Illinois Act. *(Recommend that Council discuss and provide direction on whether an ordinance should be drafted banning the use of electronic cigarettes at*

Note: No action will be taken on any matters at this meeting beyond approval of the minutes.

locations within the City where smoking is otherwise prohibited by the Smoke Free Illinois Act.). (Presentation by Alderman Diana Hauman 5 minutes, Council discussion 15 minutes.

10. Discussion and direction on the City's Mission, Vision and Values statement *(Presentation by Alderman Diana Hauman, 5 minutes, Council discussion 15 minutes.)*

11. Presentation, discussion, and direction of an Ordinance Adding Article XII to Chapter 38, Amending Section 3.2.9 of Chapter 24 of the Bloomington City Code and amending Chapter 5 of the Manual of Practice, Making Complete Street Practices a Routine Consideration for Transportation Projects as an Opportunity to Improve Public Streets for Pedestrians, Bicyclists, and Transit Users Regardless of Age or Ability. *(Recommend Council discuss and provide direction of draft Text Amendments to Chapter 38 & 24 and the Amendments to Chapter 5 of the Manual of Practice.) (Presentation by Steve Rasmussen, Assistant City Manager and Jim Karch, Director of Public Works 15 minutes, Council discussion 15 minutes.)*

12. Adjournment

Note: No action will be taken on any matters at this meeting beyond approval of the minutes.

Item No. 3

Recognitions / Appointments

3. Recognitions / Appointments

A. Presentation of the Sunshine Award from the Illinois Policy Institute (Mindy Ruckman)
B. Presentation of Certificates to Bloomington 101 participants
   a. Jeremy Austin
   b. Becky Breen
   c. Bob Breen
   d. Brent Carlock
   e. Georgene Chissell
   f. Luke Durbin
   g. Cynthia Eagle
   h. Dave Farrell
   i. Chip Frank
   j. Judy Ann Green
   k. Neil Gridley
   l. Rochelle Gridley
   m. Jenna Kerns
   n. Sandra Lindberg
   o. Brittany Mitchell
   p. Nancy Snook
   q. Peggy Wade

FOR IMMEDIATE RELEASE
June 1, 2016

CITY ACHIEVES 100% TRANSPARENCY SCORE

BLOOMINGTON, IL– The City of Bloomington recently achieved a 100% transparency score for its website (www.cityblm.org) from the Illinois Policy Institute (IPI). To recognize this accomplishment, the IPI is anticipated to present the City with the organization's Sunshine Award at an upcoming City Council meeting.

The IPI's transparency audit evaluates information posted on a municipality's website related to topics such as public meetings, budgets, compensation, contracts and more. The City previously received a score of 97% in 2015.

"Achieving a 100% score from the IPI reflects the City's strong commitment to transparency and the work of many individuals and departments," says City Manager David A. Hales. "We are very proud of this accomplishment."

Bloomington is one of only 11 governmental entities in Illinois to achieve a perfect score.

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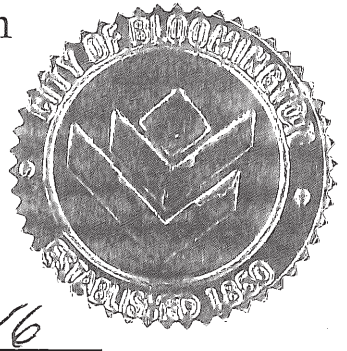
Certificate of Participation

Awarded to

Jeremy Austin

For participating in the Bloomington 101 program

Spring 2016



Tari Renner — Mayor Tari Renner

June 13, 2016 — Date

Certificate of Participation

Awarded to

Becky Breen

For participating in the Bloomington 101 program

Spring 2016

Tari Renner — Mayor Tari Renner

June 13, 2016 — Date

Certificate of Participation

Awarded to

Bob Breen

For participating in the Bloomington 101 program

Spring 2016

CITY OF BLOOMINGTON ESTABLISHED 1850

Tari Renner — June 13, 2016

Mayor Tari Renner — Date

Certificate of Participation

Awarded to

Brent Carlock

For participating in the Bloomington 101 program

Spring 2016

CITY OF BLOOMINGTON ESTABLISHED 1850

Tari Renner
Mayor Tari Renner

June 13, 2016
Date

Certificate of Participation

Awarded to

Georgene Chissell

For participating in the Bloomington 101 program

Spring 2016

CITY OF BLOOMINGTON INDIANA 1820

Tari Renner
Mayor Tari Renner

June 13, 2016
Date

Certificate of Participation

Awarded to

Luke Durbin

For participating in the Bloomington 101 program

Spring 2016

Tari Renner — Mayor Tari Renner

June 13, 2016 — Date

Certificate of Participation

Awarded to

Cynthia Eagle

For participating in the Bloomington 101 program

Spring 2016

Tari Renner — June 13, 2016

Mayor Tari Renner — Date

Certificate of Participation

Awarded to

Dave Farrell

For participating in the Bloomington 101 program

Spring 2016

CITY OF BLOOMINGTON ESTABLISHED 1850

Tari Renner
Mayor Tari Renner

June 13, 2016
Date

Certificate of Participation

Awarded to

Chip Frank

For participating in the Bloomington 101 program

Spring 2016

Tari Renner — June 13, 2016

Mayor Tari Renner — Date

Certificate of Participation

Awarded to

Judy Ann Green

For participating in the Bloomington 101 program

Spring 2016

Tari Renner — June 13, 2016

Mayor Tari Renner — Date

Certificate of Participation

Awarded to

Neil Gridley

For participating in the Bloomington 101 program

Spring 2016

Tari Renner
Mayor Tari Renner

June 16, 2016
Date

Certificate of Participation

Awarded to

Rochelle Gridley

For participating in the Bloomington 101 program

Spring 2016

Tari Renner — June 13, 2016

Mayor Tari Renner — Date

Certificate of Participation

Awarded to

Jenna Kerns

For participating in the Bloomington 101 program

Spring 2016

Tari Renner
Mayor Tari Renner

June 13, 2016
Date

Certificate of Participation

Awarded to

Sandra Lindberg

For participating in the Bloomington 101 program

Spring 2016

Tari Renner — June 13, 2016

Mayor Tari Renner — Date

Certificate of Participation

Awarded to

Brittany Mitchell

For participating in the Bloomington 101 program

Spring 2016

CITY OF BLOOMINGTON ESTABLISHED 1852

Tari Renner
Mayor Tari Renner

June 13, 2016
Date

Certificate of Participation

Awarded to

Nancy Snook

For participating in the Bloomington 101 program

Spring 2016

CITY OF BLOOMINGTON ESTABLISHED 1852

Tari Renner
Mayor Tari Renner

June 13, 2016
Date

Certificate of Participation

Awarded to

Peggy Wade

For participating in the Bloomington 101 program

Spring 2016

Tari Renner
Mayor Tari Renner

June 13, 2016
Date

COMMITTEE OF THE WHOLE MEETING
AGENDA ITEM NO. 5

FOR COUNCIL: June 20, 2016

SUBJECT: Consideration of approving Committee of the Whole Meeting Minutes from March 21, 2016.

RECOMMENDATION/MOTION: That the minutes of March 21, 2016 Committee of the Whole Proceedings be 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:

In compliance with the Open Meetings Act, Committee Proceedings must be approved within thirty (30) days after the meeting or at the Committee's second subsequent regular meeting whichever is later. The Committee of the Whole Meeting was cancelled for April 18, 2016, and a Special Meeting was held on May 16, 2016. Therefore, the minutes of March 21, 2016 have been delayed for Council's approval until this meeting.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Committee consideration.

Prepared by: Cherry L. Lawson, City Clerk

Recommended by:

David A. Hales
City Manager

Attachments:

- March 21, 2016 Committee of the Whole Meeting Minutes
- Cancellation Meeting Notice, April 18, 2016

Motion: That the minutes of Committee of the Whole Proceedings of March 21, 2016 be approved as printed.

Motion: _____ Seconded by: _____

	Aye	Na	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

COMMITTEE OF THE WHOLE SESSION
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, MARCH 21, 2016; 5:30 P.M.

1. Call to Order

Mayor Renner called the meeting to order at 5:30 PM and directed the City Clerk to call the roll.

2. Roll Call

Aldermen: Jim Fruin, Amelia Buragas, David Sage (arrived 5:35 PM), Mboka Mwilambwe, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman and Kevin Lower (arrived 5:53 PM).

3. Public Comment

Mayor Renner opened the meeting to receive Public Comment. No individuals provided comments during the meeting.

4. Consideration of approving the Committee of the Whole Meeting Minutes of February 16, 2016. *(Recommend that the reading of the minutes of the Committee of the Whole Proceeding of February 16, 2016 be dispensed with and the minutes approved as printed.*

Motion by Alderman Black, second by Alderman Hauman, that the minutes of the Committee of the Whole Meeting of February 16, 2016 be dispensed with and approved as printed.

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

Ayes: Aldermen Buragas, Mwilambwe, Sage, Black, Painter, Hauman, Lower, Fruin and Schmidt.

Nays: None.

Motion carried. (Viva voce)

5. Presentation of Employee Safety Performance Overview

David Hales, City Manager, provided a brief overview. A safe workplace for employees was one of the City's highest priorities. Alex Rosas, Safety and Risk Coordinator, had been hired to implement a pro-active Safety Program.

Alex Rosas, Safety & Risk Coordinator, presented the Safety Performance overview. He defined Safety Culture as shared attitudes, beliefs, practices, perceptions and values in relation to Safety. The Occupational Safety and Health Administration (OSHA) stated developing strong Safety Cultures had the single greatest impact on incident reduction and should be top priority for all managers and supervisors. An OSHA recordable injury was defined as above and beyond first aid; serious injuries. In 2015, the City had forty (40) fewer work injuries than the prior year.

Worker Compensation Costs were over $1 million in 2014 and approximately $900,000 in 2015. Many factors could affect the amount paid. Mr. Hales stated the threshold for non-public safety employees was $450,000 and $550,000 for public safety employees before payments by Insurance would apply.

Mr. Rosas stated focus needed to be on Performance. Zero (0) injuries was the goal. Core Values serve as a decision making compass. The employee's safety and health should be held as a Core Value as they were the City's greatest asset.

Alderman Buragas questioned other options to spread the cost of Worker Compensation payouts. Mr. Hales stated there were Municipal Insurance Pools. The City was not a member. He believed there was not much value in participating as they had limited resources and must still purchase Insurance coverage.

Alderman Fruin stated some positions required meeting physical fitness ability/agility tests but once hired there was no follow-up testing. He questioned the percentage of claims due to same. Nicole Albertson, Human Resources Director, stated focus on the Wellness initiative was encouraged throughout the departments. The Fire Department was working on specific initiatives.

Alderman Black questioned the position prior to hiring Mr. Rosas. Mr. Hales stated it was a contract position through Alternative Services Concept (ASC). Alderman Black expressed his appreciation for Mr. Rosas' work on Safety.

Alderman Painter questioned which department had the most claims. Mr. Rosas believed in 2015 it was both Police and Fire as their positions were the most physically demanding.

6. Presentation of One-Stop-Shop Project for development project review and coordination, and small business services

Mr. Hales provided a brief overview on the concept of elevating Customer Service provided to home builders, developers, small businesses, etc. in Community Development.

Tom Dabareiner, Director of Community Development, stated according to builders, developers and property owners the Review Process received the most complaints. There were three (3) categories of questions: 1.) Who do I turn to for answers? 2.) What information do I need? and 3.) When can I get my permit? He believed the One-Stop-Shop (OS2) proposal would minimize confusion and improve response time, leading to a permit sooner.

In developing a Review Process that worked well, the same questions arose but for different reasons: 1.) Who is doing the reviews? 2.) What have we told the petitioner? and 3.) Where can I find a copy of the review comments? The OS2 approach would address the

majority of these issues. Pre-application meetings with the applicant should begin early. A Project Review group, consisting of Primary Plan reviewers from several departments, was organized to answer applicant questions. A single place of application would be provided. The City had an Ordinance prohibiting same.

A Project Manager would be assigned to an applicant. They would outline the process. All review letters would be compiled into one (1) letter communicating all requirements and recommendations.

He believed consolidation of the Planning Commission and the Zoning Board of Appeals into a single Planning and Zoning Commission would reduce the number of meetings for both applicants and staff. Same required a text amendment.

Alderman Black expressed support. He questioned validating time spent on projects that may not have been vetted thoroughly. Mr. Dabareiner stated the Project Manager would develop a timeline and plan for the applicant. Alderman Black questioned complaints. Mr. Dabareiner believed the benefit would be consistency.

Alderman Buragas expressed support and thanked Mr. Dabareiner for the information. Alderman Lower expressed support but cited concern for communicating process changes. Mr. Dabareiner stated the first (1st) step was the Project Review process. Development of OS2 takes an average of six (6) months. He believed builders and developers liked the process.

7. Discussion regarding a proposed amendment to the Bloomington City Code, Chapter 2: Section 18.2: Agenda Items and Voting.

Alderman Schmidt provided a brief overview. The purpose was to streamline placing items on the Meeting Agenda. A City Ordinance existed for the process but was insufficient. Requested changes included: 1.) Council Agenda be developed by the City Manager in collaboration with the Mayor; 2.) Additional items could be placed on the Agenda; and 3.) At least three (3) Council Aldermen were required versus a majority.

Best practices in other communities were reviewed. The Request form presented was a result of same. Staff resources could be determined by the City Manager.

Alderman Black added the research was due to a desire not to overburden staff with many projects. Mayor Renner questioned whether four (4) Council members would be a better compromise.

Alderman Mwilambwe agreed four (4) Council members would be a good compromise. Five (5) could be burdensome. He suggested further discussions at the next Committee of the Whole meeting.

Alderman Buragas believed three (3) Council members were rational as this was the highest number who could meet without violating the Open Meetings Act (OMA). Alderman Painter agreed. She questioned the rule on when to vote on items. Mr. Hales stated the threshold was $50,000 unless the funds were not available. Mayor Renner added items that warrant Council support could be brought for a vote.

Alderman Sage expressed support. Changes could be initiated if more improvements were warranted. Mr. Hales stated that items controlled by a minority could add additional meeting time.

Alderman Fruin stated he would support the Council consensus on this item, although he preferred five (5) Council members approving an item added to the Agenda. He believed some conversations were better discussed in a private setting.

Alderman Buragas questioned whether the form was meant to be advisory or compulsory. Alderman Schmidt noted that there was a place at the bottom to designate the meeting date. The form could be modified to take it out of the public arena such as an Executive Session or asking for more information from the requestors.

Mayor Renner requested some updates to the form. It would be placed on an upcoming Agenda.

8. **Executive Session – Personnel per Section 2(c)(1) of 5 ILCS 120/2, Ch. 102**

9. **Adjournment**

Motion by Alderman Schmidt, seconded by Alderman Black, to adjourn Committee as a Whole Session. Time: 8:12 p.m.

Motion carried. (Viva voce)

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

NOTICE OF CANCELLATION
AND RESCHEDULING
OF THE
COMMITTEE OF THE WHOLE MEETING
MONDAY, APRIL 18, 2016

The Public is Hereby Noticed that the scheduled meeting of the Committee of the Whole on Monday, April 18, 2016 at 5:30 PM has been canceled. The next regularly scheduled meeting of the Committee of the Whole will be held on Monday, May 16, 2016 at 5:30 PM in the Bloomington City Hall Council Chambers, located at 109 E. Olive Street; Bloomington, IL.

Please feel free to contact the City Clerk's at (309) 434-2240 from 8:00 AM to 5:00 PM should you have any questions or concerns regarding this notice.

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

Posted: Thursday, April 14, 2016

COMMITTEE OF THE WHOLE
AGENDA ITEM NO. 6

FOR COUNCIL: June 20, 2016

SUBJECT: Discussion of an Ordinance Amending Chapter 6 of the Bloomington City Code to Provide for Video Gaming Licensing.

RECOMMENDATION/MOTION: Discussion by the Council.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: In July, 2009, the State legislature adopted the Video Gaming Act, which permitted video gaming within the State of Illinois. In July, 2012, the City amended its code to allow video gaming in Bloomington. The proposed ordinance requires the licensing of gaming establishments and provides for a $500.00 fee per video gaming terminal. This fee would equal about 2.5% of the average annual profit of approximately $19,500 per terminal. Funds from the terminal fees are to be directed toward payment of police and firefighter pensions. Alternatively, the Council could direct the fees to be deposited directly into the General Fund. Licensed veteran's establishments (e.g., VFW and American Legion) are exempted from the fee provision of the Ordinance.

As of December, 2015, there were 59 establishments with video gaming in the City of Bloomington, with a total of 253 video gaming terminals. As shown on the attached summary based on the Illinois Gaming Board website, total profits paid to licensed establishments in Bloomington exceeded $4,900,000, the average establishment profit from video gaming was approximately $83,800. With an average of 4.29 terminals per establishment, the average per terminal income for calendar year 2015 was approximately $19,500 per terminal.

In December, 2015, the First District Appellate Court upheld a similar home-rule ordinance regulating video gaming and charging a $1,000 per terminal licensing fee. *See* Accel Entertainment Gaming, LLC v. Village of Elmwood Park, 2015 IL (1st) 143822. The Court found that the Ordinance was a valid use of the municipality's home-rule powers in that it promoted the health, safety and general welfare of residents.

As an alternative to the $500 fee proposed in the ordinance, Council may choose to adopt a $200 per terminal fee. This would be equivalent to the per terminal fee charged by the Town of Normal.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There have been several Liquor Commission meetings at which video gaming licensing and terminal fees were discussed. A public hearing was held on February 9, 2016, at the regular monthly meeting of the Liquor Commission. At the March 8, 2016, Liquor Commission meeting, public comment was taken regarding video gaming and terminal fees. The fees were also discussed at the April 12, 2016, Liquor Commission meeting and at the April 25, 2016, meeting.

FINANCIAL IMPACT: Based on 253 machines at an annual fee of $500, it is estimated that $126,500 would be collected annually. If the Council chose a per terminal fee of $200, the estimated amount of terminal fees would be $50,600.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation

Counsel Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Attachments:

- Ordinance
- Video Fees Survey of Neighboring Communities
- 2015 Video Gaming State Report
- Approved Minutes from February 9; March 8; and April 12, 2016 Liquor Commission
- Draft Minutes from April 25, 2016 Liquor Commission

ORDINANCE 2016-
AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 6, ARTICLE II: VIDEO GAMING LICENSE

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Bloomington City Code Chapter 6 is hereby amended by adding Article II to read as follows:

ARTICLE II

VIDEO GAMING LICENSE

SEC. 47 DEFINITIONS.

For the purpose of this Article, the following words or phrases shall be defined as set forth herein:

(a) "Video Gaming Terminal" shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5.

(b) "Establishment" shall mean any business licensed by the State of Illinois to have or operate a video gaming device in Bloomington and shall include any "licensed establishment," "licensed fraternal establishment," "licensed veterans establishment," and "licensed truck stop establishment" as those terms are defined in the State of Illinois Video Gaming Act, 230 ILCS 40/5.

(c) "Distributor" shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5.

(d) "Terminal Operator" shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5.

(e) "Licensed veterans establishment" shall mean the location where a qualified veterans organization that derives its charter from a national veterans organization regularly meets.

(f) "City Manager" shall mean the City Manager of the City of Bloomington or his or her designee.

SEC. 48 LICENSE REQUIRED.

After January 1, 2017, no establishment shall have on its premises any video gaming terminal without first obtaining a video gaming license from the City of Bloomington and paying the appropriate fee.

SEC. 49 LICENSE APPLICATION REQUIREMENTS.

The license applicant shall provide the following information to the City of Bloomington on a form provided by the City:

(a) The legal name of the establishment;

(b) The business name of the establishment;

(c) The address of the establishment where the video gaming terminals are to be located;

(d) The business office address of the establishment if different from the address of the establishment;

(e) A telephone number for the establishment;

(f) An e-mail address for the establishment, if any;

(g) The name and address of every person owning more than a five percent (5%) share of the establishment;

(h) The name, address, phone number and e-mail address (if any) of any terminal operator or distributor owning, servicing or maintaining a video gaming terminal;

(i) A copy of the establishment's State of Illinois Video Gaming License;

(j) A statement as to the number of video gaming terminals which the establishment will have on its premises;

(k) A statement that the establishment is not delinquent in any tax, fee, judgment or bill owed to the City of Bloomington or State of Illinois;

(l) A statement that the establishment agrees to abide by all State and Federal laws and any local ordinance.

SEC. 50 VIDEO GAMING LICENSE FEES.

The fee for a Video Gaming License in the City of Bloomington shall be $500 per video gaming terminal per year or portion thereof. Licensed Veterans Establishments, as defined by Section 47, are exempt from the fees required in the preceding sentence. Licensed veterans establishments shall in all other respects conform to the requirements of this Article. Video Gaming Licenses shall be issued by the Clerk and shall expire at the end of the calendar year issued. Thereafter, licenses shall be issued for a 12 month period, commencing on January 1 of each year. There shall be no pro-ration of any fee.

SEC. 51 NUMBER OF VIDEO GAMING TERMINALS.

No establishment shall have on its premises more video gaming terminals than are permitted by the establishment's City of Bloomington Video Gaming License.

SEC. 52 UNLAWFUL ACTIVITY.

No establishment shall permit the use of a video gaming terminal in any manner not authorized by State law including, but not limited to, improper location of terminals, lack of required oversight, payouts in excess of those provided for by law, side bets, underage use, and other illegal gambling activities.

SEC. 53 EMPLOYER RESPONSIBILITY.

Any action by an employee of an establishment in violation of the provisions of this Ordinance shall be considered a violation committed by the establishment.

SEC. 54 LICENSE DENIAL.

A Video Gaming License may be denied if any of the information required on an application is omitted or false. Applications may also be denied for any of the reasons for which licenses may be revoked set forth in Section 55 of this Article. If an application for a license is denied, the City Manager shall issue a written notice of denial, together with findings in support of the denial, to the applicant. The applicant may, within 10 days of the mailing of the notice of denial, make a written request for a hearing to appeal the denial. Failure to timely make such a request will waive the right to appeal. The request must be submitted to the office of the City of Bloomington Corporation Counsel located at 109 East Olive Street, Bloomington, Illinois 61701. Upon receipt of a timely written request for a hearing, the Corporation Counsel's office shall schedule a hearing on the appeal in the City of Bloomington Administrative Court and shall mail notice of the date and time of a hearing to the applicant. Said hearing shall be set for a date within 30 days of the Corporation Counsel's receipt of the request for an appeal. If, at the appeal hearing, the applicant establishes by a preponderance of the evidence that the denial was based upon incorrect findings, the City Manager shall issue a license. If, at such hearing, the denial is found to have been based upon correct findings, or if the applicant fails to prove by a preponderance of the evidence that the findings forming the basis for the denial were incorrect, the denial shall become final. An applicant for a video gaming license whose application is denied shall not be eligible to reapply for a permit for a period of 1 year from the date of the denial, or from the date of any decision upholding the denial.

SEC. 55 LICENSE REVOCATION.

Any Video Gaming License may be revoked for any of the following reasons:

(a) Failure to pay the Video Gaming License fee;

(b) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(c) Violation of any law or State regulation regarding video gaming or video gaming terminals;

(d) Violation of any law occurring on the establishment's premises which the establishment did not take adequate means to prevent, or did not respond to in an appropriate manner after it became aware of such violation;

(e) Failure to pay any tax, fee, judgment or bill due to the City of Bloomington; or

(f) Failure to provide current information regarding the ownership or location of the business.

If the City Manager finds cause for a license to be revoked, the City Manager shall issue a written notice of revocation, together with findings in support of the revocation, to the applicant. The applicant may, within 10 days of the mailing of the notice of revocation, make a written request for a hearing to appeal the revocation. Failure to timely make such a request will waive the right to appeal. The request must be submitted to the office of the City of Bloomington Corporation Counsel located at 109 East Olive Street, Bloomington, Illinois 61701. Upon receipt of a timely written request for a hearing, the Corporation Counsel's office shall schedule a hearing on the appeal in the City of Bloomington Administrative Court and shall mail notice of the date and time of a hearing to the applicant. Said hearing shall be set for a date within 30 days of the Corporation Counsel's receipt of the request for an appeal. If, at the appeal hearing, the applicant establishes by a preponderance of the evidence that the revocation was based upon incorrect findings, the City Manager shall issue a license. If, at such hearing, the revocation is found to have been based upon correct findings, or if the applicant fails to prove by a preponderance of the evidence that the findings forming the basis for the revocation were incorrect, the revocation shall become final. An applicant for a video gaming license whose application is revoked shall not be eligible to reapply for a permit for a period of 1 year from the date of the revocation, or from the date of any decision upholding the revocation.

SEC. 56 RIGHT OF ENTRY.

Any licensee must permit the entry into the establishment of any police officer or agent of the City charged with investigating crime or compliance with this Code at any time when persons are present in the establishment for the purpose of investigating compliance with this Code or State Statute regarding video gaming. The City of Bloomington is authorized to obtain a warrant from a court should entry to the establishment be denied.

SEC. 57 PENALTY.

Any person, including any establishment, found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or resisting or opposing the enforcement of any of the provisions of this Article, except when otherwise specifically provided, upon conviction thereof shall be fined not less than Fifty dollars ($50.00) nor more than Five Hundred dollars ($500.00) for each offense. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation or permit any such violation to exist.

SEC. 58 FEES TO PAY POLICE AND FIRE PERSONNEL PENSIONS.

All licensing fees paid pursuant to this Article shall be directed toward paying the pensions of Police and Fire Department personnel as provided in Chapter 16, Section 46, et seq., of this Code.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect ten (10) days after approval and publication.

PASSED this _____day of _____, 2016.

APPROVED this_____day of _____, 2016.

APPROVED:

TARI RENNER
Mayor

ATTEST:

CHERRY L. LAWSON
City Clerk

A survey of Illinois municipalities' current video gaming fees:

Peoria:

The applicant for a license under this article shall pay the city treasurer, prior to filing the application, a fee of $300.00 for each video gaming terminal per license year, beginning January 1, 2016. The applicant for a license under this article shall pay the city treasurer, prior to filing a fee of $500.00 for each video gaming terminal per license year, beginning January 1, 2017. If the license is denied, the license fee shall be refunded to the applicant.

Springfield:

License and registration fees. The fees for video gaming terminal operator's license, a video gaming terminal establishment license or a video gaming terminal supplier's license shall be $500 annually. The video gaming terminal registration fee shall be $250 per terminal annually. The number of video gaming terminal establishment licenses shall be limited by the city council to the number of licenses approved for consumption on the premises.

Urbana:
$1,000 per terminal.

Village of Elmwood Park:
$1,000 per terminal.

**In addition to per terminal license fees, some cities, such as Urbana and Decatur, have separate licensing for video gaming itself.

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT

Bloomington

January 2015 - December 2015

4/14/2016
12:29 pm

				VGT Wagering Activity			VGT Income			VGT Tax Distribution		
Municipality	Establishment	License Number	VGT Count	Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Bloomington	602604 LLC	150700582	3	$262,431.69	$244,903.29	$17,528.40	$76,999.00	$59,470.40	$17,528.60	$5,258.63	$4,382.20	$876.43
Bloomington	American Hungarian Family Society	150700683	5	$368,133.87	$331,313.48	$36,820.39	$116,819.00	$79,998.61	$36,820.39	$11,046.25	$9,205.20	$1,841.05
Bloomington	American Legion, Louis E. Davis Post #56, Inc.	150902962	3	$390.06	$371.32	$18.74	$176.00	$157.26	$18.74	$5.62	$4.69	$0.93
Bloomington	AMF Bowling Centers, Inc.	120707429	5	$58,349.62	$52,250.47	$6,099.15	$20,719.00	$14,619.85	$6,099.15	$1,829.79	$1,524.83	$304.96
Bloomington	Around the Corner, Inc.	140704223	5	$4,259,505.18	$3,902,608.45	$356,896.73	$1,268,294.00	$911,397.26	$356,896.74	$107,069.31	$89,224.45	$17,844.86
Bloomington	Auctus LLC	130702568	5	$262,510.68	$236,361.27	$26,149.41	$87,321.00	$61,166.73	$26,154.27	$7,846.47	$6,538.73	$1,307.74
Bloomington	BAYMT, Inc	120702074	5	$3,621,219.39	$3,332,198.93	$289,020.46	$1,126,381.00	$837,364.54	$289,016.46	$86,705.42	$72,254.54	$14,450.88
Bloomington	Betty Ruth Roley	140703279	5	$4,236,400.17	$3,887,882.70	$348,517.47	$1,194,744.00	$846,226.53	$348,517.47	$104,555.60	$87,129.70	$17,425.90
Bloomington	BillHill, Inc.	120706741	5	$2,480,741.67	$2,284,000.91	$196,740.76	$731,888.00	$535,147.24	$196,740.76	$59,022.94	$49,185.78	$9,837.16
Bloomington	Bloomington F.O.E. #527	120807649	4	$1,193,774.94	$1,115,009.94	$78,765.00	$317,863.00	$239,098.00	$78,765.00	$23,630.04	$19,691.73	$3,938.31
Bloomington	BLOOMINGTON LODGE #281, BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA INC.	130803008	2	$15,635.41	$14,870.08	$765.33	$5,872.00	$5,106.67	$765.33	$229.65	$191.38	$38.27
Bloomington	Bloomington Lodge No. 745 Loyal Order of Moose	120807123	5	$3,135,371.89	$2,924,137.62	$211,234.27	$887,708.00	$676,473.73	$211,234.27	$63,371.10	$52,809.25	$10,561.85
Bloomington	Blue Note Enterprises, LLC	140704334	2	$75,793.10	$69,860.54	$5,932.56	$32,419.00	$26,486.44	$5,932.56	$1,779.90	$1,483.25	$296.65
Bloomington	C & K HOTEL GROUP LLC	120708012	5	$3,126,955.61	$2,841,396.25	$285,559.36	$1,037,184.00	$751,608.65	$285,575.35	$85,673.35	$71,394.50	$14,278.85
Bloomington	C II EAST INC.	120700374	4	$704,990.67	$645,339.79	$59,650.88	$183,903.00	$124,252.12	$59,650.88	$17,895.36	$14,912.81	$2,982.55
Bloomington	Chronister Oil Company	121007648	5	$15,477,652.60	$14,285,899.81	$1,191,752.79	$4,558,692.00	$3,366,926.03	$1,191,765.97	$357,530.51	$297,942.09	$59,588.42
Bloomington	CJ's Catering, Inc.	140703722	4	$150,145.29	$139,948.89	$10,196.40	$48,563.00	$38,366.52	$10,196.48	$3,059.17	$2,549.30	$509.87
Bloomington	COPPER TOP, INC.	120701411	5	$4,057,724.86	$3,737,397.14	$320,327.72	$1,257,864.00	$937,467.50	$320,396.50	$96,119.47	$80,099.56	$16,019.91
Bloomington	David G Dearth	120701356	5	$4,656,732.75	$4,317,074.24	$339,658.51	$1,393,034.00	$1,053,375.49	$339,658.51	$101,897.93	$84,914.98	$16,982.95
Bloomington	Dublin Bay, Inc.	140700137	2	$513,365.66	$470,974.32	$42,391.34	$186,388.00	$143,996.66	$42,391.34	$12,717.56	$10,597.96	$2,119.60
Bloomington	El Toro Margarita Island, Incorporated	140700204	3	$414,576.93	$382,318.01	$32,258.92	$154,827.00	$122,568.00	$32,259.00	$9,678.09	$8,065.10	$1,612.99
Bloomington	Fat Jack's, Inc.	120700474	3	$1,138,695.87	$1,029,191.74	$109,504.13	$371,703.00	$262,198.87	$109,504.13	$32,851.60	$27,376.36	$5,475.24
Bloomington	Freedom Oil Company	131005730	5	$3,580,701.22	$3,279,374.35	$301,326.87	$1,097,213.00	$795,886.13	$301,326.87	$90,398.60	$75,332.19	$15,066.41
Bloomington	G Cubed, Inc.	120700777	3	$2,491,190.27	$2,298,915.86	$192,274.41	$735,199.00	$542,925.22	$192,273.78	$57,682.47	$48,068.76	$9,613.71
Bloomington	Gill Street Group, LLC	120707425	5	$2,359,727.38	$2,164,387.44	$195,339.94	$773,580.00	$578,039.00	$195,541.00	$58,662.82	$48,885.69	$9,777.13
Bloomington	GS Partners, Inc.	120709987	5	$4,786,935.32	$4,451,306.14	$335,629.18	$1,548,615.00	$1,212,985.82	$335,629.18	$100,688.98	$83,907.51	$16,781.47
Bloomington	Hurley Consolidated Enterprises, LLC	140701470	3	$1,806,335.43	$1,687,427.06	$118,908.37	$545,799.00	$426,890.63	$118,908.37	$35,672.61	$29,727.19	$5,945.42
Bloomington	JAYST, INC.	120702077	4	$2,088,982.83	$1,937,087.33	$151,895.50	$659,254.00	$507,341.70	$151,912.30	$45,574.09	$37,978.42	$7,595.67
Bloomington	John H. Kraus Post No. 454 Veterans of Foreign Wars of the United States	120902173	5	$5,042,169.82	$4,667,435.04	$374,734.78	$1,493,718.00	$1,118,983.22	$374,734.78	$112,421.00	$93,684.21	$18,736.79
Bloomington	Junction West, Inc.	120702079	5	$3,800,780.76	$3,480,034.89	$320,745.87	$1,091,891.00	$771,145.13	$320,745.87	$96,224.27	$80,186.91	$16,037.36
Bloomington	Keldon, Inc.	120700458	5	$4,397,653.08	$4,050,193.43	$347,459.65	$1,163,726.00	$816,266.35	$347,459.65	$104,238.45	$86,865.40	$17,373.05
Bloomington	KOBE HIBACHI STEAKHOUSE INC.	120712220	4	$1,058,098.55	$972,660.86	$85,437.69	$355,252.00	$269,814.31	$85,437.69	$25,631.63	$21,359.72	$4,271.91
Bloomington	Koeppen Corp.	120712723	5	$4,022,398.29	$3,656,349.42	$366,048.87	$1,359,562.00	$993,513.13	$366,048.87	$109,815.26	$91,512.75	$18,302.51
Bloomington	LAKESIDE COUNTRY CLUB, INC.	120710244	4	$1,708,449.89	$1,589,468.55	$118,981.34	$550,721.00	$431,740.07	$118,980.93	$35,694.59	$29,745.53	$5,949.06
Bloomington	LKH, Inc.	120700463	5	$6,448,297.12	$5,999,278.71	$449,018.41	$1,725,492.00	$1,276,473.59	$449,018.41	$134,706.00	$112,255.05	$22,450.95

January 2015 - December 2015

				VGT Wagering Activity			VGT Income			VGT Tax Distribution		
Municipality	Establishment	License Number	VGT Count	Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Bloomington	Marplayaa Inc.	150702443	3	$36,933.46	$32,609.47	$4,323.99	$13,594.00	$9,270.01	$4,323.99	$1,297.26	$1,081.05	$216.21
Bloomington	Martin & Bayley, Inc.	131003834	5	$10,736,267.53	$9,875,832.44	$860,435.09	$3,169,483.00	$2,308,992.35	$860,490.65	$258,148.22	$215,123.54	$43,024.68
Bloomington	MCO QSR, Incorporated	120700786	5	$3,962,434.12	$3,629,159.55	$333,274.57	$1,344,156.00	$1,010,881.43	$333,274.57	$99,983.08	$83,319.27	$16,663.81
Bloomington	MCTH, Inc.	150701735	5	$1,642,870.82	$1,503,598.14	$139,272.68	$536,011.00	$396,738.32	$139,272.68	$41,782.05	$34,818.37	$6,963.68
Bloomington	MUG SHOTS BAR & GRILL, L.L.C.	120706988	2	$63,724.30	$60,127.68	$3,596.62	$20,590.00	$16,993.38	$3,596.62	$1,079.00	$899.16	$179.84
Bloomington	Mugsy's Pub, Inc.	120700451	5	$5,689,854.81	$5,214,386.59	$475,468.22	$1,668,605.00	$1,193,136.78	$475,468.22	$142,641.12	$118,867.62	$23,773.50
Bloomington	Old English INN LTD	120707746	5	$7,626,745.09	$7,078,871.58	$547,873.51	$2,637,615.00	$2,089,741.49	$547,873.51	$164,362.68	$136,968.93	$27,393.75
Bloomington	Peggy Bateman	120710158	3	$1,841,124.83	$1,708,891.96	$132,232.87	$541,556.00	$409,323.13	$132,232.87	$39,670.24	$33,058.55	$6,611.69
Bloomington	Pheasant Lanes Family Fun Center, LLC	120710898	5	$6,681,930.15	$6,185,498.59	$496,431.56	$1,961,375.00	$1,464,943.44	$496,431.56	$148,929.70	$124,108.10	$24,821.60
Bloomington	Pilot Travel Centers LLC	121009209	5	$12,494,879.30	$11,479,070.36	$1,015,808.94	$3,616,308.00	$2,600,447.34	$1,015,860.66	$304,758.63	$253,965.55	$50,793.08
Bloomington	Ralben, Inc.	130705917	5	$3,581,632.16	$3,303,546.08	$278,086.08	$1,136,242.00	$858,156.15	$278,085.85	$83,426.01	$69,521.68	$13,904.33
Bloomington	Richard's Services Inc.	120708637	5	$3,618,519.29	$3,328,504.70	$290,014.59	$1,201,397.00	$911,382.32	$290,014.68	$87,005.10	$72,504.26	$14,500.84
Bloomington	ROKOS, INC.	120710849	3	$340,576.25	$311,373.22	$29,203.03	$95,572.00	$66,368.97	$29,203.03	$8,761.08	$7,300.91	$1,460.17
Bloomington	SETINTHEBAR, Inc.	150701851	5	$80,925.54	$71,761.15	$9,164.39	$30,032.00	$20,867.46	$9,164.54	$2,749.54	$2,291.29	$458.25
Bloomington	Sport & Bait Lounge Tavern, Inc.	120706737	5	$2,631,096.12	$2,426,156.01	$204,940.11	$858,555.00	$653,614.89	$204,940.11	$61,482.72	$51,235.62	$10,247.10
Bloomington	T V E O Corporation	120707001	5	$871,207.41	$791,965.79	$79,241.62	$322,384.00	$243,142.28	$79,241.72	$23,773.14	$19,810.97	$3,962.17
Bloomington	TA Operating LLC	121010652	5	$7,583,412.54	$6,998,552.14	$584,860.40	$1,995,438.00	$1,410,533.65	$584,904.35	$175,471.80	$146,226.49	$29,245.31
Bloomington	TEDJ, LLC	130705788	5	$3,162,873.94	$2,929,348.64	$233,525.30	$970,266.00	$736,740.50	$233,525.50	$70,058.00	$58,381.69	$11,676.31
Bloomington	Tjolo's Corporation	120700234	4	$547,959.21	$502,243.18	$45,716.03	$162,088.00	$116,371.97	$45,716.03	$13,715.06	$11,429.23	$2,285.83
Bloomington	TREEHOUSE LOUNGE OF BLOOMINGTON, INC.	120700551	5	$4,597,387.79	$4,255,650.27	$341,737.52	$1,392,286.00	$1,050,548.48	$341,737.52	$102,521.96	$85,434.97	$17,086.99
Bloomington	Two K's Diner Inc.	150702326	1	$505.87	$394.95	$110.92	$187.00	$76.04	$110.96	$33.30	$27.75	$5.55
Bloomington	Twostep, Inc.	130705638	4	$1,579,028.74	$1,455,797.34	$123,231.40	$538,013.00	$414,781.64	$123,231.36	$36,969.82	$30,808.21	$6,161.61
Bloomington	West Side Liquors, Inc.	120707519	5	$2,626,535.41	$2,426,984.50	$199,550.91	$897,853.00	$698,301.47	$199,551.53	$59,865.85	$49,888.22	$9,977.63
Bloomington	Winners Of Bloomington, Inc.	120700441	5	$4,701,656.25	$4,328,458.01	$373,198.24	$1,335,165.00	$961,966.58	$373,198.42	$111,960.07	$93,300.07	$18,660.00
REPORT TOTAL:		**59 Establishments**	**253**	**$180,502,898.80**	**$166,378,010.61**	**$14,124,888.19**	**$54,604,154.00**	**$40,478,797.47**	**$14,125,356.53**	**$4,237,629.96**	**$3,531,359.22**	**$706,270.74**

Video Gaming Statistics – 2015

Summary of Information from Figures Provided

by the Illinois Gaming Board.

http://www.igb.illinois.gov/VideoReports.aspx.

Total number of businesses with terminals: 59

Total amount of terminals: 253

Average number of terminals: 4.29

Per (230 ILCS 40/25) (c) Terminal operator.

~ Of the after-tax profits from a video gaming terminal, 50% shall be paid to the terminal operator and 50% shall be paid to the licensed establishment, licensed truck stop establishment, licensed fraternal establishment, or licensed veteran's establishment, notwithstanding any agreement to the contrary.

- Total profits paid to licensed establishments: $4,943,863.29
- Average profits per establishment: $83,794.29
- Per average profits per establishment, the $500 fee equals approximately .6%.
- If the proposed ordinance is approved, total additional revenue to the City would total $126,000 in fees.

Establishment Share for Calendar Year 2015

**This sheet ties back to the Illinois Gaming Board Report and also includes each establishment's business name and their share.*

Establishment	NTI	NTI Tax Rate (30%)	Establishment Share	City's Share	Club
602604 LLC - Pub America	$17,528.60	$5,258.63	$6,134.99	$876.43	
American Hungarian Family Society	$36,820.39	$11,046.25	$12,887.07	$1,841.05	X
American Legion	$18.74	$5.62	$6.56	$0.93	
AMF Bowling Centers, Inc. - Circle Lanes - Closed	$6,099.15	$1,829.79	$2,134.68	$304.96	
Around the Corner - Dr. McKay's Bar & Grill	$356,896.74	$107,069.31	$124,913.72	$17,844.86	
Auctus LLC - Park Regency Hotel	$26,154.27	$7,846.47	$9,153.90	$1,307.74	
Baymt, Inc. - Western Tap	$289,016.46	$86,705.42	$101,155.52	$14,450.88	
Betty R. Roley - A&P Tap	$348,517.47	$104,555.60	$121,980.94	$17,425.90	
BillHill Inc. - Maguires	$196,740.76	$59,022.94	$68,858.91	$9,837.16	
Blm Frat of Eagles	$78,765.00	$23,630.04	$27,567.48	$3,938.31	X
Elks Club	$765.33	$229.65	$267.84	$38.27	X
Moose Lodge	$211,234.27	$63,371.10	$73,931.59	$10,561.85	X
Blue Note Enterprises - Six Strings	$5,932.56	$1,779.90	$2,076.33	$296.65	
C & K Hotel Group - Hawthorne Suites	$285,575.35	$85,673.35	$99,951.00	$14,278.85	
CII East - Closed	$59,650.88	$17,895.36	$20,877.76	$2,982.55	
Chronister Oil - Qik N Ez	$1,191,765.97	$357,530.51	$417,117.73	$59,588.42	
CJ's Catering	$10,196.48	$3,059.17	$3,568.66	$509.87	
Copper Top	$320,396.50	$96,119.47	$112,138.52	$16,019.91	
David Dearth - Twin City Lanes	$339,658.51	$101,897.93	$118,880.29	$16,982.95	
Dublin Bay - Killarneys	$42,391.34	$12,717.56	$14,836.89	$2,119.60	
El Toro Margarita	$32,259.00	$9,678.09	$11,290.46	$1,612.99	
Fat Jacks	$109,504.13	$32,851.60	$38,326.27	$5,475.24	
Freedom Oil	$301,326.87	$90,398.60	$105,464.14	$15,066.41	
G Cubed - Schooners	$192,273.78	$57,682.47	$67,295.66	$9,613.71	
Gill Street Bar & Grill	$195,541.00	$58,662.82	$68,439.09	$9,777.13	
GS Partners - Ride the Nine	$335,629.18	$100,688.98	$117,470.10	$16,781.47	
Hurley Cons. - Drifters	$118,908.37	$35,672.61	$41,617.88	$5,945.42	
JAYST - Mulligans	$151,912.30	$45,574.09	$53,169.11	$7,595.67	
VFW	$374,734.78	$112,421.00	$131,156.89	$18,736.79	X
Junction West - Nooners	$320,745.87	$96,224.27	$112,260.80	$16,037.36	

Keldon Inc. - Times Past Inn	$347,459.65	$104,238.45	$121,610.60	$17,373.05	
Kobe Hibachi Steakhouse	$85,437.69	$25,631.63	$29,903.03	$4,271.91	
Koeppen Corp - Kep's Country Kitchen	$366,048.87	$109,815.26	$128,116.81	$18,302.51	
Lakeside Country Club	$118,980.93	$35,694.59	$41,643.17	$5,949.06	X
LKH, Inc. - Cheeks Bar & Grill	$449,018.41	$134,706.00	$157,156.21	$22,450.95	
Marplayaa Inc. - Windy City Wieners	$4,323.99	$1,297.26	$1,513.37	$216.21	
Martin & Bayley - Hucks	$860,490.65	$258,148.22	$301,171.22	$43,024.68	
MCO QSR, Inc. - Legends	$333,274.57	$99,983.08	$116,645.75	$16,663.81	
MCTH, Inc. - Lucky Sevens	$139,272.68	$41,782.05	$48,745.32	$6,963.68	
Mug Shots Bar & Grill	$3,596.62	$1,079.00	$1,258.81	$179.84	
Mugsy Pub	$475,468.22	$142,641.12	$166,413.55	$23,773.50	
Old English Inn - Windjammer	$547,873.51	$164,362.68	$191,755.42	$27,393.75	
Peggy Bateman - Diggers Again!	$132,232.87	$39,670.24	$46,281.32	$6,611.69	
Pheasant Lanes	$496,431.56	$148,929.70	$173,750.93	$24,821.60	
Pilot Travel Centers	$1,015,860.66	$304,758.63	$355,551.02	$50,793.08	
Raiben, Inc. - Bonkers	$278,085.85	$83,426.01	$97,329.92	$13,904.33	
Richard's Service Inc. - Parkview Inn	$290,014.68	$87,005.10	$101,504.79	$14,500.84	
ROKOS, Inc. - Pub I	$29,203.03	$8,761.08	$10,220.98	$1,460.17	
SETTHEBAR, Inc. - Jazz Upfront	$9,164.54	$2,749.54	$3,207.50	$458.25	
Sport & Bait Lounge	$204,940.11	$61,482.72	$71,728.70	$10,247.10	
TVEO Corp. - Eric's Restaurant	$79,241.72	$23,773.14	$27,734.29	$3,962.17	
TA Operating LLC - TA Truck Stop	$584,904.35	$175,471.80	$204,716.28	$29,245.31	
TEDJ, LLC - Joe's Pub	$233,525.50	$70,058.00	$81,733.75	$11,676.31	
Tjolo's Corp. - Main Street Grill	$45,716.03	$13,715.06	$16,000.49	$2,285.83	
Treehouse Lounge	$341,737.52	$102,521.96	$119,607.78	$17,086.99	
Two K's Diner - Closed	$110.96	$33.30	$38.83	$5.55	
Twostep, Inc. - Elroys	$123,231.36	$36,969.82	$43,130.77	$6,161.61	
West Side Liquors	$199,551.53	$59,865.85	$69,842.84	$9,977.63	
Winners of Bloomington	$373,198.42	$111,960.07	$130,619.18	$18,660.00	
TOTALS	**$14,125,356.53**	**$4,237,629.96**	**$4,943,863.29**	**$706,270.74**	

MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION
February 9, 2016

1. **Call to order**

   The regular meeting of the Liquor Commission was called to order by Commissioner Renner at 4:02 p.m. on February 9, 2016.

2. **Roll Call**

   Tari Renner, and Jim Jordan, Geoffrey Tompkins Commissioners, George Boyle, Asst. Corporation Counsel, Asst. Chief Clay Wheeler, and Renee Gooderham, Chief Deputy Clerk.

3. **Public Comment**

   No one came forward to address the Commission.

   The following was presented:

4. **Consideration of approving the Commission minutes of January 12, 2016.**

   Motion by Commissioner Jordan, seconded by Commissioner Tompkins to approve the Regular Meeting minutes of January 12, 2016.

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

   Ayes: Commissioners Jordan, Tompkins and Renner.

   Nays: None.

   Motion carried.

   The following was presented:

5. **Consideration of the request from Dan Riddle and Rachel Daugherty to allow moderate consumption of alcohol at their May 7, 2016 wedding reception to be held at Davis Lodge.**

   Dan Riddle, groom and Rachel Daugherty, bride addressed the Commission. Mr. Riddle stated that Lake Rd. Inn in Hudson would cater the reception. Beer and wine only would be served. Approximately 100 guests were anticipated.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend at the March 14, 2016 City Council meeting approval of the request from Dan Riddle and Rachel Daugherty to allow moderate consumption of alcohol at their May 7, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Mr. Riddle and Ms. Daugherty to attend the City Council meeting on March 14, 2016.

The following was presented:

6. **Consideration of the request from Keith Monkman and Stefanie Loafman to allow moderate consumption of alcohol at their May 20, 2016 wedding reception to be held at Davis Lodge.**

Stefanie Loafman, bride addressed the Commission. She stated that Times Past Inn would cater the reception. Beer and wine only would be served. Approximately 130 guests were anticipated.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend at the March 14, 2016 City Council meeting approval of the request from Keith Monkman and Stefanie Loafman to allow moderate consumption of alcohol at their May 20, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Ms. Loafman to attend the City Council meeting on March 14, 2016.

The following was presented:

7. **Consideration of the request from Jeremy Hardman and Melissa Day to allow moderate consumption of alcohol at their June 4, 2016 wedding reception to be held at Davis Lodge.**

Jeremy Hardman, groom and Melissa Day, bride addressed the Commission. HyVee would cater the reception. Beer and wine only would be served. Approximately seventy (70) guests were anticipated.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend at the March 14, 2016 City Council meeting approval of the request from Jeremy Hardman and Melissa Day to allow moderate consumption of alcohol at their June 4, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Mr. Hardman and Ms. Day to attend the City Council meeting on March 14, 2016.

The following was presented:

8. **Consideration of the request from James Bowers and Jennifer McDade to allow moderate consumption of alcohol at their May 29, 2016 wedding reception to be held at Davis Lodge.**

James Bowers, groom addressed the Commission. He stated that HyVee would cater the reception. Beer and wine only would be served. Approximately 120 guests were anticipated.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend at the March 14 2016 City Council meeting approval of the request from James Bowers and Jennifer McDade to allow moderate consumption of alcohol at their May 29, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Mr. Bowers to attend the City Council meeting on March 14, 2016.

The following was presented:

9. **Consideration of a resignation of an Officer position from HOA Restaurant Holder, LLC, d/b/a Hooters of Bloomington, located at 409 N Hershey Rd, currently holding an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Changes are: Matthew Wickesberg resigned.**

Commissioner Renner questioned the requirement for a motion. George Boyle, Asst. Corporation Counsel, stated none was required.

Commissioner Renner instructed the Clerk to address the appropriate letter to the State of Illinois Liquor Control Commission acknowledging same.

The following was presented:

10. **Notification of Violation Payment from Ralben, Inc., d/b/a Bonkers Place, located at 1507 S Main St, currently holding a TAPS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types packaged alcohol for consumption off the premises seven (7) days a week.**

George Boyle, Asst. Corporation Counsel addressed the Commission. He stated that the violation occurred during the Police Departments' monthly compliance check. This was a first (1st) offense for the establishment. Settlement was agreed upon in the amount of $600.

11. Notification of Violation Payment from Freedom Oil Company, d/b/a Freedom Oil #21, located at 1801 S Veterans Parkway, currently holding a GPBS liquor license which allows the sale of packaged beer and wine only for consumption off the premises seven (7) days a week.

George Boyle, Asst. Corporation Counsel addressed the Commission. He stated that the violation occurred during the Police Departments' monthly compliance check. This was a first (1st) offense for the establishment. Settlement was agreed upon in the amount of $600.

12. Public Hearing to discuss Liquor License Increases and Video Gaming Fees.

The Public Hearing to discuss liquor license increases and video gaming fees was called to order at 4:10 p.m.

Commissioner Renner requested ideas, suggestions and recommendations. The meeting was to hear from those present. The Liquor Commission would consider proposals/options from the tonight's public hearing. Recommendations from tonight along with those from the upcoming March 8, 2016 Liquor Commission meeting would be presented to the City Council.

Commissioner Renner noted that the hearing was pursuant to the Budget Task Force (BTF) recommendations. Costs were increasing approximately two percent (2%) per year and revenue was flat. The majority of the City's budget consists of public safety; Police, Fire and Public Works. The remainder was Parks Recreations and Cultural Arts and user fees examination.

Liquor fees were last increase in 1982. Liquor enforcement had increased. The suggestion was cost recovery with incremental increases over a few years. He noted that most metro city's charged for video gaming.

Phil Boulds, owner/operator, Mugsy's Pub, located at 1310 N. Main St., addressed the Commission. Mr. Boulds cited the Citizens Summit held on January 20, 2015. He did not remember citizen recommendation for increased liquor fees or establishing video gaming fees. He believed the City received five percent (5%) from video gaming. He questioned other companies/industry receiving same. He cited the food and beverage tax, the local motor fuel tax (MFT), the entertainment and the new one percent (1%) sales tax. He suggested the one percent (1%) tax cover liquor enforcement. He questioned the need for more taxes and fee increases.

Commissioner Renner stated that in Fiscal Year 2015 MFT and entertainment combine was two percent (2%) of the budget which was equaled budget increases. He noted that one quarter (¼) each of the new one percent (1%) tax increase was designated to McLean County and to Public Works for street repairs. Fifty percent (50%) of same was designated for the General Fund.

No one else came forward to address the Commission. Commissioner Renner closed the Public Hearing.

Commissioner Renner welcomed ideas, suggestions and/or recommendations at any Mayoral Open House. He noted that the City Council had the authority to increase fees.

Commissioner Jordan stated he would favor a justified liquor fee increase. He recommended that same was prorated over a few years. He referred to the Illinois Gaming Board report. He believed gaming fees were should remain competitive. There should be a compromise as to the fair and equitable fee.

Commissioner Renner stated that the City Council had concerns with the number of establishments offering video gaming. He noted that the amount played was $180 million.

Commissioner Jordan stated that the vendor and licensee split 34.7% of the $180 million. He believed there were only so many gambling dollars available. Establishments had little overhead costs involved with video gaming.

Bill Flessner, Gaming Operator, Midwest Electronics, addressed the Commission. He clarified that the $180 million includes the house dollars. A customer out of pocket was $54 million. He cited the following example: a customer places a $20 wager and wins $20 (house dollars), then lets that ride; losing same only has $20 out of pocket. Commissioner Jordan stated that what mattered was the end of the day/end of the month/end of the year how much money is in the economy.

Commissioner Jordan stated that approximately $14 million was divided between the vendor, licensee, state and City, or $1 million per month. Mr. Flessner responded affirmatively.

Commissioner Renner stated that the BTF recommended Downtown license holders pay for the Police hire back program ($130,000). He believed same was not realistic. The hire back program benefitted the entire City. Council was examining ways for cost recovery. He did not favor a video gaming ceiling. He cited Chapter 6, Alcoholic Beverages; Section 4B Creation of New License – Findings; Item 14 "No license shall be created for, maintained by, an establishment whose primary or major focus is video gaming". Another suggestion was to raise liquor fees for those establishments who were open until 2:00 a.m. He believed same had merit. There could be a ten percent (10%) liquor license fee for year one (1) and two (2) and a video gaming fee. Discussions would continue. Any fee increases/additions would be pursuant to the BTF recommendations. He believed same would be a compromise.

Commissioner Tompkins encouraged all to review the Illinois Gaming Board website at www.igb.illinois.gov/.

13. Adjournment

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to adjourn. Time: 4:34 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Chief Deputy Clerk

MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION
March 8, 2016

1. **Call to order**

The regular meeting of the Liquor Commission was called to order by Commissioner Renner at 4:02 p.m. on March 8, 2016.

2. **Roll Call**

Tari Renner, Jim Jordan and Geoffrey Tompkins Commissioners, George Boyle, Asst. Corporation Counsel, Asst. Chief Clay Wheeler, Greg Moredock, Attorney, Sorling Northrup and Renee Gooderham, Chief Deputy Clerk.

3. **Public Comment**

Commissioner Renner opened the meeting to receive Public Comment. The following individual provided comments during the meeting.

Surena Fish

Commissioner Renner questioned TVEO Corporation, d/b/a Eric's Min Mart & Restaurant, 903 W. Wood St., currently holding an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, business hours. He believed same should not be open after 10:00 p.m. George Boyle, Asst. Corporation Counsel, believed the same. Commissioner Renner believed the reduced hours of operation were a stipulation to maintain a liquor license. He stated the matter would be reviewed.

The following was presented:

4. **Consideration of approving the Commission minutes of February 9 & 23, 2016.**

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to approve the Regular Meeting minutes of February 9, 2016 and the Special Meeting minutes of February 23, 2016.

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

Ayes: Commissioners Jordan, Tompkins and Renner.

Nays: None.

Motion carried.

The following was presented:

5. **Consideration of the request from Jordan Steidinger and Rachel Hettinger to allow moderate consumption of alcohol at their October 1, 2016 wedding reception to be held at Miller Park Pavilion.**

   Rachel Hettinger, bride, addressed the Commission. Ms. Hettinger stated that Famous Dave's in Bloomington would cater the reception. Beer and wine only would be served. Approximately 150-200 guests were anticipated.

   Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend at the April 11, 2016 City Council meeting approval of the request from Jordan Steidinger and Rachel Hettinger to allow moderate consumption of alcohol at their October 1, 2016 wedding reception to be held at Miller Park Pavilion.

   Motion carried, (viva voce).

   The following was presented:

6. **Consideration of a change of Officer positions from Wal-Mart Stores, Inc., d/b/a Wal-Mart Supercenter #3459, located at 2225 W Market St, currently holding a PAS liquor license which allows the sale of all types packaged alcohol for consumption off the premises seven (7) days a week. Changes are: Cynthia P. Moehring replaced Phyllis Harris as Vice President; Steven Zielske replaced Jeff Davis as Treasurer.**

   Commissioner Renner questioned the requirement for a motion. George Boyle, Asst. Corporation Counsel, stated none was required.

   Commissioner Renner instructed the Clerk to address the appropriate letter to the State of Illinois Liquor Control Commission acknowledging same.

   The following was presented:

7. **Consideration of a change of Officer positions from Lakeside Country Club, Inc., d/b/a Lakeside Country Club, located at 1201 Croxton Ave, currently holding a CA liquor license which allows the sale of all types of alcohol by the glass for the consumption on the premises seven (7) days a week. Changes are: Jeff Holtz replaced Brett Krause as Vice President.**

   Commissioner Renner questioned the requirement for a motion. George Boyle, Asst. Corporation Counsel, stated none was required.

   Commissioner Renner instructed the Clerk to address the appropriate letter to the State of Illinois Liquor Control Commission acknowledging same.

The following was presented:

8. **Notification of Violation Complaint & Settlement for Dublin Bay, Inc., d/b/a Killarney's, located at 523 N. Main St., currently holding a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.**

   George Boyle, Asst. Corporation Counsel addressed the Commission. He stated the City filed a complaint against Dublin Bay, Inc., d/b/a Killarney's for violation of Chapter 6, Section 27B: No Underage or Intoxicated Person in Licensed Premises - Exceptions and Burden of Proof; which stated any licensee holding a Class T (Tavern) liquor license, or the licensee's officer, partner, associate, representative, agent or employee to allow or permit any person under the age of twenty-one (21) years to be or remain on the licensed premises.

   He stated the complaint occurred on January 26, 2016 on or about 11:45 p.m. The licensee allowed eleven (11) individuals under the age of twenty-one (21) to enter the licensed premises. Eleven (11) citations were issued.

   This was a first (1st) offense for the establishment since 1998. Settlement was agreed was a fine of $3,500 and camera system installation by April 5, 2016.

   Commissioner Tompkins questioned the licensee not complying with the stipulation. Mr. Boyle stated the issue would be brought back to the Liquor Commission.

   The following was presented:

9. **Notification of Violation Complaint for MCTH, Inc., d/b/a Lucky Sevens, located at 1804 S. Hershey Rd., Unit 9, currently holding a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.**

   George Boyle, Asst. Corporation Counsel addressed the Commission. The licensee had two (2) counts in the Violation Complaint. Count one (1) was in violation of Chapter 6, Section 4B: Creation of New License – Findings, b. (14); which states no license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. The Complaint believed the establishment's primary focus was on video gaming.

   Count two (2) alleged the licensee was not in good standing with the office of the Secretary of State. Same had been rectified.

   The licensee requested additional time for review of count one (1). Mr. Boyle noted that four (4) days is the statutory minimum for service of a complaint.

   Joe Dehn, owner DePew and Dehn, and applicant representative, addressed count two (2). He stated action was taken and same was reinstated. He questioned count one (1). He

believed Chapter 6, Alcoholic Beverages did not provided a gaming parlor definition. Commissioner Renner stated the majority of receipts should not come from gaming.
Mr. Dehn stated the percent from food and beverage exceeded fifty percent (50%) with the soft opening, September 15, 2015 and Grand Opening, October 15, 2015. January and February 2016 same increased five to six percent (5 - 6%). The belief was growth would continue increasing. He noted that there was vacant space next door. Mr. Harris, owner/operator anticipated expanding to offer more seating and more food selections.

Commissioner Renner stated the Liquor Commission and City Council were concerned with gaming parlors. Complaints had been received. A business plan was required that consistently sustains over fifty percent (50%) in non-gaming receipts. He believed more than two (2) months were essential to see a trend.

Mr. Dehn believed that food sales were increasing. He requested more time. Commissioner Renner questioned the time amount needed. Mr. Dehn stated he could not predict time required to show trend. He requested sixty (60) days to bring a business plan resolution to the Commission.

Terry Harris, owner/operator, Lucky Sevens stated city inspectors said air conditioning was inadequate in dining/kitchen area. He believed same contributed to the lack of food sales. He noted that air conditioning was increased in the vacant unit. He stated the business plan for the restaurant had not changed.

Commissioner Jordan questioned income from gaming obtained from the Illinois Gaming Board. He believed January 2016 income had increased from December 2015. He believed same showed the establishment was primarily a gaming parlor.

Mr. Dehn questioned the percent received by the licensee from the gaming income. Commissioner Jordan stated 34.7% of the gaming income was the amount the licensee would receive. Invoices from vendors support how much the licensee purchased for food and beverage. Mr. Dehn stated the plan was to monitor the situation.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to allow an extension to May 10, 2016 for the licensee to provide the Liquor Commission with a business plan that consistently sustains over fifty percent (50%) in non-gaming receipts.

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

Ayes: Commissioners Jordan, Tompkins and Renner.

Nays: None.

Motion carried.

The following was presented:

10. Discussion on Liquor License Increases and Video Gaming Fees.

Commissioner Renner provided a brief overview of the February 9, 2016 Public Hearing. He noted liquor license fees had not increased since 1983. At that time the increases were considered excessive. Researched held the reason for same was cost recovery for enforcement and associated costs. He noted that associated costs included inflationary increases to Police Officer salaries, pensions, legal fees and court reporters and equipment such as cameras. The Budget Task Force (BTF) reviewed services and activities for cost recovery opportunities. Downtown Police patrols costs were $130,000 which benefits the establishments and community. To pay same entirely with liquor license fees was not reasonable and not recommended.

The recommendation for was to obtain same from liquor license fees and video gaming fees. The proposal for liquor fees was a ten percent (10%) increase for two (2) years. Per machine fees for Video gaming was recommended. Another liquor fee option was for a separate fee for establishments open till 2:00 a.m.

Commissioner Tompkins believed thirty-four (34) years with no liquor increases was imbalanced. He believed costs for services were paid for by all citizens. The Federal Reserve website indicated inflation had doubled. A modest increase would assist in paying for services were favorable.

Commissioner Jordan compared Champaign/Urbana to Bloomington/Normal, he believed both were College Communities. He recommended a competitive liquor fee comparison with the surrounding communities including Champaign/Urbana, Springfield and Decatur. He suggested a reasonable increase over a two (2) to four (4) year period. He cautioned against additional costs passed to consumers. That care should be given to liquor fee increase implementation. He believed Video gaming fees were a separate issue.

Commissioner Renner stated the Town of Normal (Town) does not have Tavern licenses. Tavern licenses could not be compared to Restaurant licenses in the Town. Commissioner Jordan believed a surrounding community gage would assist with the question of a reasonable increase. He believed it was unfair to blame the licensee for the current situation. Commissioner Renner agreed.

Commissioner Tompkins requested accountability for services provided by the Police Department. A modest increase was not unreasonable. Commissioner Jordan agreed. He stated the Police Department's presence was needed, especially in the Downtown.

Commissioner Renner noted Council debated service level options including eliminating the Downtown Hireback. Same was rejected; the belief was police officer presence was important. The establishing a video gaming fee was discussed by Council. As of December 2015 the City had more video gaming machines than Peoria. Council recommended exceptions for non-profit organizations or a dollar threshold determining the fee amount.

Commissioner Jordan assessing a video gaming fee structure was difficult when based solely on numbers. There was no way to determine if same would sustain. He had spoken with the Illinois Gaming Board in Springfield. Illinois video gaming market was successful. The City received five percent (5%) of the thirty percent (30%) the State charges. He believed establishments had marginal investment to add gaming machines. Vendors had the greatest investment with the ATM's and video gaming machines. The Vendor and licensee split 34.7% equally on what was left over. He believed the licensee received a profit. The fee could be used for Police and Fire Rescue services. The Town charged $200 per machine.

Commissioner Renner questioned if he was in favor of a video gaming permission fee. Commissioner Jordan agreed but requested fee research charges in surrounding communities.

Commissioner Tompkins stated he was in favor of the ten percent (10%) increase of liquor license fees or approximately $25 per month. He recommended charging $1,000 per video gaming machine per year. The Illinois Gaming Board website: www.igb.illinois.gov provided the net terminal income (NTI) per establishment. He believed having too many gaming machines change the community. He noted that the City of Carbondale capped the number of machines licensees.

Commissioner Renner opened the Public Comment.

Peter Pontiac, owner/operator B & B Amusements, addressed the Commission. He stated that he worked with the Town, specifically Mark Petersen, City Manager prior to gaming fees being established. Prior to establishing same the Town believed costs had to be justified.

Phil Boulds, owner/operator, Mugsy's Pub, located at 1310 N. Main St., addressed the Commission. He believed all establishments had investments, he cited building space as an example. He stated that when costs rise owners do not usually make a profit. Businesses had to remain competitive. Commissioner Renner stated that the City wanted to encourage business. Mr. Boulds believed that alcohol was the most taxed industry than any other.

Charles Jurgus, addressed the Commission. He questioned why alcohol had a tax. He believed taverns did not produce a product. Liquor and video gaming machines was the perfect storm. He cited concern with all establishments having video poker. He believed same should be controlled.

Terry Moore, operator, Loyal Order of Moose BLM #745, d/b/a Bloomington Moose #745, located at 614 IAA Dr., addressed the Commission. He requested non for profits be exempt from a video gaming fee. The Moose had five (5) machines; profits from same went to charities.

Commissioner Renner questioned policy changes for exempting non-profit organizations. Mr. Boyle stated research would be required.

Bill Flessner, Gaming Operator, Midwest Electronics, addressed the Commission. He noted that Bloomington was a unique area, citing the three (3) interstates. He believed the City could set the standard in not having a video gaming fee. Commissioner Renner noted that it was required to have alcohol in order to have video gaming machines. There were associated cost increases with alcohol.

Jan Lancaster, owner/operator, The Momma, Inc., d/b/a The Bistro, located at 316 N. Main St., addressed the Commission. There was a misconception that tavern owners were making huge profits. She had been in business for twenty-five (25) years. Business was declining. She cited the smoking ban and DUI as examples for same. Most individuals who went out on weekends did so between the hours of 12:00 a.m. (Midnight) to 2:00 a.m.

James Gastin, owner/operator, Setinthebar, Inc., d/b/a Jazz Up Front, located at 107 W. Front St., addressed the Commission. He stated that his establishment had entertainment four (4) nights a week. He brought in video poker machines because his customers requested same. He believed this was not the time to increase/establish fees.

Commissioner Renner stated increasing liquor fees had been discussed for several years. He suggested liquor fees increase ten percent (10%) for two (2) years and the video gaming fee of $500 fee per machine per year, with an exemption for non-profit organizations. He noted that recommendations would be presented to Council for approval.

Commissioner Jordan recommended licensees contact their Aldermen with recommendations. He suggested a percentage basis to increase liquor license fees. He believed video gaming was a separate issue as the revenue was larger. Costs to the City and the revenue from video gaming needed to be balanced.

Commissioner Tompkins agreed with the need for more input and discussion. He stated having video gaming machines was voluntary.

Commissioner Renner questioned Commission consensus with his recommendation. Commissioner Tompkins agreed with both. Commissioner Jordan suggested charging different fees per level of income from the video gaming. He agreed with the liquor license fee increase.

Commissioner Renner suggested a sliding scale for video gaming machines, depending on level of profit, with an exemption for non-profit organizations. The Commission had no specific dollar amount recommendation. Commissioner Jordan recommended the minimum for each machine be $500.

Mr. Boyle suggested an Ordinance to address legal and administrative issues.

Commissioner Jordan agreed to amend his recommendation to a minimum of $500 per video gaming machine per year. An establishment had the option to reduce machines if same became an issue.

Commissioner Renner requested Mr. Boyle prepare an Ordinance for consideration at the next Liquor Commission meeting to be held on April 12, 2016.

13. Adjournment

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to adjourn. Time: 6:03 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Chief Deputy Clerk

MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION
April 12, 2016

1. **Call to order**

The regular meeting of the Liquor Commission was called to order by Commissioner Renner at 4:00 p.m. on April 12, 2016.

2. **Roll Call**

Tari Renner, Jim Jordan and Sue Feldkamp Commissioners, George Boyle, Asst. Corporation Counsel, Asst. Chief Clay Wheeler and Renee Gooderham, Chief Deputy Clerk.

3. **Public Comment**

Commissioner Renner opened the meeting to receive Public Comment. The following individual provided comments during the meeting.

Bruce Meeks
Tony Wargo
Joe Dehn
Phil Boulds
Peter Poutius

The following was presented:

4. **Consideration of approving the Commission minutes of March 8, 2016.**

Motion by Commissioner Jordan, seconded by Commissioner Renner to approve the Regular Meeting minutes of March 8, 2016.

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

Ayes: Commissioners Jordan and Renner.

Abstain: Commissioner Feldkamp.

Nays: None.

Motion carried.

The following was presented:

5. **Consideration of the request from Eric Lott and Summer Baughman to allow moderate consumption of alcohol at their June 10, 2016 wedding reception to be held at Davis Lodge.**

Eric Lott, groom, addressed the Commission. Mr. Lott stated that Biaggi's Restorante Italiano would cater the reception. Beer and wine only would be served. Approximately 75 - 100 guests were anticipated.

Motion by Commissioner Feldkamp, seconded by Commissioner Renner to recommend at the May 9, 2016 City Council meeting approval of the request from Eric Lott and Summer Baughman to allow moderate consumption of alcohol at their June 10, 2016 wedding reception to be held at Davis Lodge.

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

Ayes: Commissioners Feldkamp and Renner.

Abstain: Commissioner Jordan.

Nays: None.

Motion carried.

The following was presented:

6. **Consideration of the application from Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern, located at 1504 Morrissey Dr., requesting a TAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.**

Robert Lenz, attorney, applicant representative addressed the Commission. He noted that the he was assisting Rich Marvel, attorney with the application. He explained that the building had been vacant for many years. Nick and Jennifer Hurley, owners/operators would operate a pub type tavern. He noted that same owned Drifters, located at 612 N. Main St., currently holding a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Drifters had not had a violation in three (3) years. George Boyle, Corporation Counsel, confirmed same.

Commissioner Renner questioned video poker. Jennifer Hurley addressed the Commission. She stated that they would be applying for machines. They wanted the business to remain competitive. She anticipated having five (5) machines.

Commissioner Jordan questioned familiarity with Chapter 6, Alcoholic Beverages. Nick Hurley responded affirmatively. Commissioner Jordan reminded Mr. and Mrs. Hurley that revenue from video poker could not exceed other business operations. Mr. Hurley acknowledged that establishment's revenue would not be from video gaming.

Commissioner Jordan noted a letter dated April 4, 2016 written anonymously that had concerns with water pumped from the basement which looked like contained an oily substance. Mr. Hurley stated that he had spoken with the Illinois Environmental Protection Agency (IEPA). The IEPA did not indicate concerns. Mr. Boyle stated that City Inspectors had inspected same. There were no concerns.

Commissioner Jordan questioned food sales. Mrs. Hurley stated that lunch and dinner would be served. Breakfast would be a possibility if there was a demand. Employees who served alcohol would be BASSET (Beverage Alcohol Sellers and Servers Education) certified. They anticipated ten to fifteen (10 – 15) employees.

Motion by Commissioner Jordan, seconded by Commissioner Feldkamp that the application of Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern, located at 1504 Morrissey Dr., requesting a TAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all health and safety codes.

Motion carried, (viva voce).

The following was presented:

7. **Consideration of the application from VenuWorks of Bloomington, LLC, d/b/a US Cellular Coliseum (USCC), located at 101 S. Madison St., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.**

Commissioner Renner noted that the applicant's representative was currently on their way. He provided a brief history. The City Council had approved a transitional 90-day management agreement with VenuWorks on March 28, 2016 to operate the USCC. Central Illinois Arena Management (CIAM) had chosen not to renew their contract for same.

Timothy Berry, Interim Executive Officer, VenuWorks arrived at 4:30 p.m.

Commissioner Jordan questioned familiarity with the pending liquor fee increases and Chapter 6, Alcoholic Beverages. Mr. Berry responded affirmatively. He stated that staff would have BASSET (Beverage Alcohol Sellers and Servers Education) certification and there would be no video gaming.
Motion by Commissioner Jordan, seconded by Commissioner Feldkamp that the application of VenuWorks of Bloomington, LLC, d/b/a US Cellular Coliseum (USCC), located at 101 S. Madison St., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all health and safety codes.

Motion carried, (viva voce).

The following was presented:

8. **Consideration of proposed ordinance increasing liquor license fees.**

Commissioner Renner provided a brief history. He noted that liquor license fees had not increased since 1983. Costs associated with same have risen. The Town of Normal (Town) licenses were $1,300 higher. He believed the proposed increases were modest. The increases were ten percent (10%) below the Town.

Commissioner Jordan believed that the fee increases should balance with the surrounding communities and the Town. Incremental steps were better for the business owner. He noted that at the end of 2019 the City's restaurant license would be $300 less than the Town's. The cost to the City requires review. Compromises were required from the business owner and the City. The Liquor Commission makes recommendations, Council had final approval.

Commissioner Feldkamp believed fees should be increased incrementally. She believed that that the citizens should not shoulder the total Police/Fire Pension cost.

Motion by Commissioner Jordan, seconded by Commissioner Feldkamp that the liquor license fee ordinance be approved as presented and recommend to the City Council for final approval at their April 25, 2016 Regular City Council meeting.

Ayes: Commissioners Jordan, Feldkamp and Renner.

Nays: None.

Motion carried.

The following was presented:

9. **Consideration of proposed ordinance establishing video gaming licenses and fees.**

Commissioner Renner stated that fees collected could be earmarked for Police/Fire Pensions. He believed that the City was the only metro city to not charge fees for video gaming. There was concern with the City having more video poker machines then Peoria. He had spoken with the Mayor in Des Moines, IA, they had place a ceiling on same. He did not prefer that method. He noted that Decatur had a ceiling on liquor licenses.

Commissioner Jordan believed video gaming and liquor license fees were two (2) separate issues. He noted that each business' profit was posted on the Illinois Gaming Board website (www.igb.illinois.gov). He believed vendors had the biggest risk. The licensee pays initial application costs and eventually taxes on profit to the state. He was not aware of a municipality that did not charge gaming fees. He questioned the total dollar amounts dollars wagered versus the amounts paid out. He believed that what was left over was divided up, 34.7%, between the vendor and the licensee. The state collected thirty percent (30%) with five percent (5%) given back to the City. Less than one percent (1%) went to the administration costs. He believed that earmarking the revenues would be received favorably.

Commissioner Feldkamp echoed Commissioner Jordan's comments.

Commissioner Renner noted that a previous suggestion was to have a tiered license fee. Staff had cited concern with administration of same.

Commissioner Jordan acknowledged a letter received from an establishment in opposition to the fees. Tavern owners had held a meeting on March 22, 2016. He was provided a list of concerns and had reviewed same. He understood the request to have a tiered licensing program but believed that the City would have to review the administrative costs. Prorating or averaging would be required. He stated that with a set fee amount if the business owner finds that the machines do not justify the cost they could remove same. The machines were not mandatory.

George Boyle, Corporation Counsel, noted that the proration section was exactly the same as the Town's with the exception of the fee. Prorating was not allowed. He noted that with prorating, figuring or monitoring there were administrative costs associated.

Commissioner Renner questioned the effective date. Mr. Boyle responded that same could begin January 1, 2017.

The Commissioners agreed that the January 1, 2017 begin date was better. Commissioner Jordan questioned non for profit fees. Mr. Boyle responded that same were not excluded. Commissioner Renner noted that the ordinance replicated the Town. Mr. Boyle responded affirmatively.

Commissioner Renner questioned the impact of a $500 fee for all establishments. He requested Chief Deputy Clerk Renee Gooderham speak to administrative concerns.

Ms. Gooderham stated that when a new business has video gaming machines staff would have to estimate earnings. This could result in the business over paying or not paying enough. The Finance Department had indicated that refunding money would take considerable staff time and resources.

Commissioner Feldkemp believed all establishments should pay the same amount. If a business was unable to justify the fee then the machines could be removed.

Commissioner Jordan echoed Commissioner Feldkemp's comments. He believed fewer machines could equal more revenue for other establishments.

Commissioner Renner stated that he was unable to locate a municipality that had a tiered system. He requested that Peter Pontiac, owner/operator B & B Amusements address the tiered system.

Mr. Pontiac stated that a tier structure allows a municipality to charge an income tax, which is illegal.

Commissioner Feldkemp questioned the $500 fee. Commissioner Renner stated that the fee ranges across the stated varied. Commissioner Jordan noted that the Town fees were $200. He believed there was discussion from same to increase video gaming fees.

Commissioner Feldkemp questioned nonprofit organization exemptions. Mr. Boyle stated the draft ordinance could be amended. Commissioner Jordan believed there was no justification to have exemptions. Commissioner Feldkemp agreed.

Motion by Commissioner Jordan, seconded by Commissioner Feldkemp to amend the draft ordinance to reflect that proceeds from the video gaming licensing be earmarked for Police and Fire Pension and recommend to the City Council for final approval at their April 25, 2016 Regular City Council meeting.

Ayes: Commissioners Jordan, Feldkamp and Renner.

Nays: None.

Motion carried.

Motion by Commissioner Jordan, seconded by Renner to approve the recommended $500 video gaming fee currently in the draft ordinance and recommend to the City Council for final approval at their April 25, 2016 Regular City Council meeting.

Ayes: Commissioners Jordan, and Renner.

Present: Commissioner Feldkemp.

Nays: None.

Motion carried.

Commissioner Renner questioned nonprofits exemptions. Mr. Boyle questioned defining same. He noted that Terry Moore, operator, Loyal Order of Moose BLM #745, d/b/a Bloomington Moose #745, located at 614 IAA Dr., had spoken at the March 8, 2016 Liquor Commission meeting stating that proceeds from their machines went to charity. He questioned other nonprofits proceeds distribution. Staff could research nonprofit qualifications and present to Council.

Commissioner Jordan stated that he viewed Veteran associations differently than fraternal organizations. He recommended that the ordinance remain the same with the exception of Veteran's associations. Commissioner Feldkemp agreed.

Motion by Commissioner Jordan, seconded by Commissioner Feldkemp to amend the draft ordinance to reflect a January 1, 2017 effective date and exempt Veteran associations be approved and recommend to the City Council for final approval at their April 25, 2016 Regular City Council meeting.

Ayes: Commissioners Jordan, Feldkamp and Renner.

Nays: None.

Motion carried.

10. Adjournment

Motion by Commissioner Jordan, seconded by Commissioner Feldkamp to adjourn. Time: 5:20 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Chief Deputy Clerk

SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, APRIL 25, 2016; 7:00 P.M.

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, April 25, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

The Meeting was opened by Pledging Allegiance to the Flag followed by a moment of silent prayer.

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

Aldermen: Kevin Lower, David Sage, Mboka Mwilambwe, Amelia Buragas, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman, Jim Fruin and Mayor Tari Renner.

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager, Jeffrey Jurgens, Corporation Counsel, Cherry Lawson, City Clerk and other City staff were also present.

5. Recognition / Appointments

The following were presented:

A. Proclamation declaring April 25 – 30, 2016 as, "International Understanding and World Peace Week".
B. Proclamation declaring May 2016 as, "Building Safety Month".
C. Proclamation declaring May 1 – 7, 2016 as, "Municipal Clerk's Week".
D. Reappointment of Michael Kerber to the Cultural District Commission.
E. Reappointment of Van Miller to the Library Board of Trustees.
F. Appointment of Kyle Silver to the Sister City (Japan) Committee.
G. Appointment of Alicia Henry to the Library Board of Trustees.
H. Presentation on Tree USA *(Jay Tetzloff, Director of Parks & Recreation, 5 minutes).*

6. Public Comment

Mayor Renner opened the meeting to receive Public Comment. The following individuals provided comments during the meeting.

Patricia Marton
Rich Buchanan
Chris Hubbard
Jeremy Studebaker
Alton Franklin
Pete Pontius
Mickey Fabrizio
Gary Lambert
Cheris Larson
Ryan Heeren
Joe Wargo

7. Consent Agenda

The following was presented:

Mayor Renner asked Council whether there were any items to be removed from the Consent Agenda for further discussion.

Alderman Fruin requested Item No. 7G be pulled from the Consent Agenda.

Alderman Buragas requested Item No. 7H be pulled from the Consent Agenda.

Motion by Alderman Painter, seconded by Alderman Schmidt, that the Consent Agenda be approved with exception of Items 7G and 7H.

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

Ayes: Aldermen Lower, Mwilambwe, Buragas, Fruin, Sage, Painter, Schmidt, Black and Hauman.

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the April 18, 2016 Special Session Meeting and the April 11, 2016 Regular City Council Meeting.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of $ 5,575,091.27.

The following was presented:

Item 7C. Consideration of approving Appointments and Reappointments to Various Boards and Commissions.

The following was presented:

Item 7D. Consideration of approving a three-year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services from May 1, 2016 through April 30, 2018.

The following was presented:

Item 7E. Consideration of approving a Contract with Arthur J. Gallagher for Insurance Coverage and Broker Service, and authorize Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Broker Service.

The following was presented:

Item 7F. Consideration of approving a Contract with Alternative Services Concepts (ASC) for the Fiscal Year May 1, 2016 through April 30, 2018 for providing Third Party Administrator Claims Adjustment Service.

The following was presented:

Item 7G. Consideration of approving a Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Training Facility Improvements, (RFQ 2016-04). ***Pulled from the Consent Agenda.***

The following was presented:

Item 7H. Consideration of approving a Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services for Demolition of the City Hall Annex, (RFQ 2016-04). ***Pulled from the Consent Agenda.***

The following was presented:

Item 7I. Consideration of Review and Analysis of RFQ # 2016-36 - Lift Station and Force Main Evaluation.

The following was presented:

Item 7J. Consideration of an approving an Intergovernmental Agreement between the City of Bloomington and Hudson Township Road District for equipment rental and maintenance.

The following was presented:

Item 7K. Consideration of approving the submittal of an application for Monarch Butterfly Conservation Fund Grant 2016.

The following was presented:

Item 7L. Consideration of approving a two-year agreement with the Ecology Action Center for a Bloomington-Normal Community Energy Strategic Plan.

The following was presented:

Item 7M. Consideration of approving a Resolution waiving the bidding requirements and approve a Contract with POS Partners, Inc. to Purchase a Replacement Point of Sale System for Use within the US Cellular Coliseum.

RESOLUTION NO. 2016 – 18
A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING A CONTRACT WITH POS PARTNERS, INC.

The following was presented:

Item 7N. Consideration of approving an Ordinance to Cede the City of Bloomington's Allocation of the Private Activity Bonding Cap to the Easter Illinois Economic Development Authority.

ORDINANCE NO. 2016 – 30
A SPECIAL ORDINANCE AUTHORIZING THE CEDING OF PRIVATE ACTIVITY BONDING AUTHORITY

The following was presented:

Item 7O. Consideration of Approving an Ordinance approving a Petition for Dedication of Public Utility Easement.

ORDINANCE NO. 2016 – 31
AN ORDINANCE APPROVING THE DEDICATION OF UTILITY EASEMENT

The following was presented:

Item 7P. Consideration of adoption of an ordinance approving a Special Use Permit for a Duplex in an R-1C, High Density Single Family Residential District for the property located at 1015 ½ E. Front St.

ORDINANCE NO. 2016 – 32
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DUPLEX in the R-1C DISTRICT FOR PROPERTY LOCATED AT: 1015 ½ E. Front Street

The following was presented:

Item 7Q. Consideration of approving 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 Miller Park Pavilion on October 1, 2016.

ORDINANCE NO. 2016 – 33
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 MILLER PARK PAVILON ON OCTOBER 1, 2016

The following was presented:

Item 7R. Consideration of approving the Second Amendment to the Contract for Professional Services with VenuWorks for Temporary Management at the U.S. Cellular Coliseum.

The following was presented:

Item 7G. Consideration of approving a Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Training Facility Improvements, (RFQ 2016-04).

Alderman Fruin questioned hiring Consultants for surveying work. He stated an improved Intergovernmental Agreement (IGA) for financial responsibility would be beneficial for this effort as the facility was used by the Town of Normal's (Town) Police Department and McLean County (County) Sheriff's Department.

David Hales, City Manager, stated the Consultants' purpose was to determine the cost and the work required for the facility to resume indoor training.

Motion by Alderman Mwilambwe that the Council approve a Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Training Facility Improvements, (RFQ 2016-04).

Motion failed due to lack of second.

The following was presented:

Item 7H. Consideration of approving a Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services for Demolition of the City Hall Annex, (RFQ 2016-04).

Alderman Fruin questioned staff completing the project versus hiring Consultants. David Hales, City Manager, stated current staff did not have the expertise required for the design work. The building demolition was necessary and involved the following major issues: 1.) relocation of the City's fiber optic cable that runs through the building; 2.) demolition of the building; 3.) installation of a retaining wall along the north side of the building; and 4.) grading, site drainage and surface improvements to allow use for Fleet Maintenance storage and parking.

Motion by Alderman Black, seconded by Alderman Hauman, that the Council approve a Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services for Demolition of the City Hall Annex, (RFQ 2016-04).

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

Ayes: Aldermen Lower, Sage, Mwilambwe, Black, Painter, Schmidt and Hauman.

Recused: Alderman Amelia Buragas.
[7:32 PM Minutes:] Alderman Buragas left the dais.
[7:36 PM Minutes:] Alderman Buragas returned to the Meeting.

Nays: Alderman Fruin.

Motion carried.

8. Public Hearing

The following was presented:

Item 8A. Public Hearing for Cable Television Franchise with CMN-RUS, INC. (Metronet).

(a) Open Public Hearing
  (i) Staff Overview
  (ii) John Campbell, Corporate Counsel, Metronet
  (iii) Public Comment
  (iv) Close Public Hearing

David Hales, City Manager, stated Metronet would install a 100% fiber optic network throughout the City. Same would connect directly to customers' homes or places of business. Council should consider the following: 1.) The public need for an additional cable television franchise; 2.) The capacity of the right of ways to accommodate equipment and infrastructure required by the additional franchise; 3.) The potential disruption to existing users of public right

of ways due to the construction for or services provision pursuant to the additional franchise; 4.) The long term economic impact of the additional franchise; and 5.) Any other factors deemed appropriate.

Austin Grammer, Economic Development Coordinator, stated negotiations were conducted with Metronet representatives to achieve a fair and beneficial agreement that was compliant with the law. The proposed agreement was based on the City's existing franchise agreements and provided for franchise fee revenues as allowed under law. Minor modifications were requested by Metronet in an effort to promote increased competition which would ultimately lead to more choices for consumers, faster Internet speeds in residential areas and lower prices for consumers.

Residents had expressed a desire for the local deployment of Fiber-To-The-Home (FTTH) / Gigabit digital video and Internet service. The City's Comprehensive Plan 2035 "encouraged increased accessibility to state-of-the-art telecommunication and broadband networks" by "encouraging competition for telecommunications broadband services by prohibiting exclusionary contracts".

John Campbell, Metronet's Corporate Council, provided a brief presentation. CMN-RUS, INC. (Metronet) of Evansville, IN, had requested a Cable Television Franchise with the City to offer FTTH broadband Internet, voice, and video services. The company's customer focused motto was "Passion to Serve".

Metronet offered services to businesses, including hosted PBX, Fiber Internet, Fiber WAN (on-net and off-net), IPTV services, Firewall/Security services, etc. Benefits included World Class Broadband Networks, Gigabit City designation, an economic development tool for future growth and future proof – virtually limitless bandwidth. Metronet was privately funded. This competition should lower prices and offer better customer service.

Mayor Renner opened and closed the Public Hearing. The following members of the public provided comment:

Alton Franklin
Ryan Fiella
Gary Lambert

Alderman Hauman questioned Metronet's choosing the City. Mr. Campbell stated the quality of life, education and Universities, among others attracted the company to the community.

Alderman Black questioned the process involved with street/sidewalk repair. Mr. Campbell stated engagement with City engineers would be required along with permits. Plans would be formed with the City. Mr. Hales stated inspections would be completed to ensure the

installation quality. Proper notifications would be given to impacted citizens. Some cables would be placed on utility poles.

Alderman Mwilambwe questioned the time frame for residential service. Mr. Campbell stated work on the core infrastructure would start immediately. Once completed, service to residents would be provided.

Alderman Sage questioned right of ways used to bring service to residents' homes. Mr. Campbell stated the same easements would be used as Comcast unless obstacles were now blocking same.

Alderman Buragas questioned the cost to do business. Mr. Campbell stated there was none. Alderman Buragas questioned the franchise fee and provisions to schools and governments who request services. Mr. Campbell stated the franchise fee would mirror the incumbent's franchise fee. Metronet would provide service to any school building or governmental facility requesting same.

Alderman Lower questioned the network source along I55 as a secondary provider or if Metronet would provide their own. Mr. Campbell stated a third party with network facilities would be utilized for the back haul to the Indiana facilities.

9. Regular Agenda:

The following was presented:

Item 9A. Consideration of approving an Ordinance Ratifying a Cable Television Franchise Agreement with CMN-RUS, INC.

ORDINANCE NO. 2016 – 34
AN ORDINANCE APPROVING AND AUTHORIZING ENTERING INTO AND EXECUTING A CABLE TELEVISION FRANCHISE BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND CMN-RUS, INC.
(Metronet)

Austin Grammer, Economic Development Coordinator, stated under the Illinois Municipal Code, (65 ILCS 5/11-42-11), Metronet's request to obtain a cable television franchise required holding a Public Hearing to determine whether granting an additional franchise would be appropriate. He noted that Comcast of Illinois/Indiana/Ohio, LLC, and i-TV3 Inc. have a Cable Television Franchise within the City.

Metronet was privately funded. He believed same was a great opportunity to acquire a fiber optics network.

Motion by Alderman Painter, seconded by Alderman Hauman, that the Ordinance approving and authorizing entering into and executing a Cable Television Franchise

Agreement with CMN-RUS, 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 Sage, Mwilambwe, Fruin, Buragas, Hauman, Painter, Black, Lower and Schmidt.

Nays: None

Motion carried.

The following was presented:

Item 9B. Presentation regarding Connect Transit Comprehensive Operational Analysis and Route Restructure Plan.

The following was presented:

Andrew Johnson, Connect Transit (Connect) General Manager, provided a brief presentation. Connect's goal was to strike a balance with efficiency and coverage through a Route Restructure. He believed not everyone would be satisfied with the changes. The current system did not provide good balance. A review was undertaken to improve and expand service. The community had provided feedback.

Isaac Thorn, Chief Operating Officer, stated Connect contracted with Nelson\Nygaard Consulting Associates to assist with identifying the current system's strengths and weaknesses. The Comprehensive Operational Analysis Goals included: 1.) Support and meeting the transit riders needs; 2.) Provide an attractive mobility option for as many residents and visitors as possible; 3.) Build upon recent capital investments, such as buses and amenity enhancements, including a bus tracking application; and 4.) Operate in a cost effective and efficient manner. Bus stop shelters and benches would be installed.

Guiding principles used for transit planning included: 1.) Service should be simple; 2.) Service should operate at regular intervals; 3.) Routes should operate along a direct path; 4.) Routes should be symmetrical; 5.) Routes should serve well defined markets; and 6.) Service should be well coordinated.

Input from the community included: 1.) More frequent service; 2.) Increase service hours; and 3.) More weekend service. Nelson\Nygaard used the feedback when proposing changes to the network. The proposed network would be simplified and easy to understand. Service would be bi-directional. The grid-system would have multiple transfer points. A new hub was proposed with three (3) routes to serve the City's west-side Walmart. A high-frequency route between Uptown Station and the City's Downtown would be made. Routes would be interlined to reduce directional confusion. A one-seat ride between the airport and Uptown Station/ISU would be introduced.

The proposed plan would provide a thirty (30) minute service during peak hours on most routes. The frequency on Saturday's would be scaled back. Sunday service would be provided contingent on available funding from local sales tax funds from 7:00 am to 7:00 pm.

Nelson\Nygaard concluded that fifty-seven percent (57%) of residents would have increased weekday service. There would be no disparate impact on low income or minority residents. Some outlying areas would have service eliminated. Partnership with Uber and local taxi companies to provide a "First mile/Last mile" solution was being considered. Service being eliminated included: 1.) Danbury Apartments; 2.) Hilltop Mobile Home Park; and 3.) Ironwood Gardens Apartments. "First mile/Last mile" service involved an Uber/taxi driver picking up the resident and taking them to a designated stop to connect with a bus.

Future Service Expansion included monitoring ridership on the new routes for the first (1st) year and would be based on service standards approved by the Board of Trustees. Employees would increase by thirty (30) including a trainer and supervisors for the additional day of service.

Next steps included: 1.) A Public Hearing on May 2, 2016 at 4:30 pm at the Uptown Station, fourth (4th) Floor Multipurpose Room; 2.) The route restructure final vote by the Connect Transit Board of Trustees on May 3, 2016, 4:30 pm, at the same place; 3.) If approved, the changes would take effect August 2016; and 4.) Sunday service would commence at that time. A marketing and awareness campaign was being developed for the new routes and service.

Alderman Lower questioned the ride expense to the designated stop. Mr. Johnson stated a $2 fee was charged when using Connect Mobility. Many residents utilize Connect Transit cost free using a State program.

Alderman Mwilambwe questioned the planned service cost with Uber/taxi drivers. Mr. Johnson stated the pilot program would be subsidized partly by Connect Transit with the rider paying the remainder.

Alderman Fruin commended Connect Transit for removing reference to any particular Ward but bringing attention to the community as a whole.

Alderman Schmidt cited concern with residents west of Main St. losing service such as Project OZ, Community Action and West Bloomington Revitalization Project. She questioned the accuracy of statements made in the presentation: 1.) Residents of neighborhoods with the greatest increase in service have lower household income than the McLean County average; and 2.) No disparate impact on low income or minority residents. Petitions would be brought forth at the May 2, 2016 Public Hearing. Alderman Black cited the same concerns.

Alderman Sage questioned Connect Transit receiving funds from the local sales tax and reducing service to a large area of the City. He requested specific details on the "First Mile/Last Mile" pilot process. Mr. Johnson stated there was no contract for this as talks were ongoing. The proposed plan was: 1.) A resident would contact Uber/taxi company for a ride to the bus stop; 2.)

Uber would have a code to directly bill Connect for the fee portion; 3.) The resident would pay the balance. Connect Mobility was available for qualified residents.

Alderman Sage questioned whether the "First Mile/Last Mile" concept was due to community outreach. Mr. Johnson responded that the proposal had been brought to the foreground within the last two (2) months. Connect was close to the contract phase with Uber. He expected that the cost subsidy would be half (1/2), in accordance with the transit model. Program evaluation would occur around six (6) months. Alderman Sage cited concern as there was a subsidized housing area in the Southwest section. Same would lose access to Connect's service. He cited the same concerns as Aldermen Schmidt and Black.

Alderman Black questioned Uber's surge pricing with the planned pilot. Mr. Johnson stated it would not be Connect's intent to subject anyone to surge pricing.

Item 9C. Consideration of approving an Ordinance Increasing Liquor License Fees.

ORDINANCE NO. 2016 – 35
AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 6

Mayor Renner stated the Ordinance for increasing Liquor License fees was a cost recovery mechanism. The Police Officer Downtown Hireback cost was $130,000. Other costs incurred included: Police Officer salaries, pensions, health care, equipment such as breathalyzers, cameras, legal administrative costs, legal fees, court reporters and legal settlement costs. Taxpayers, through the General Fund, had absorbed these costs for thirty-four (34) years.

The license fee increases were designed to raise revenue to offset the cost of liquor license regulation and law enforcement activities. Alcohol use was linked to domestic violence, fights, Driving Under the Influence (DUI), and traffic accidents, among other criminal or socially undesirable behaviors. The costs associated with same were less quantifiable compared to administration and regulation. These costs have increased significantly since 1982.

Mayor Renner introduced Jim Jordan, Liquor Commissioner. He noted that Mr. Jordan had worked as a Supervisor for twenty-two (22) of twenty-five (25) years with the Normal Police Department and was a Special Agent and Investigations Supervisor for the Illinois State Liquor Board for ten (10) years.

Mr. Jordan noted that the last time liquor license fees were raised was in 1982. The proposed Ordinance would increase liquor license fees over a three (3) year period beginning January 1, 2017. The licenses with the highest fees (CA [Clubs - All Types of Alcoholic Liquor], EA [Entertainment/Recreational Sports Venue – All Types of Alcoholic Liquor], RA [Restaurant - All Types of Alcoholic Liquor], ST [Stadium] and TA [Tavern - All Types of Alcoholic Liquor] Class Licenses) would increase from $1,760 to $2,100 in 2017, $2,400 in 2018, and $2,700 in 2019.

He believed License fees should be related to the costs incurred by a Municipality in administration and regulation of licensees. As stated by the Illinois Supreme Court, "the

rule…does not apply where the license charged was imposed on those occupations which, while they were tolerated, were recognized as being hurtful to public morals, productive of disorder, or injurious to the public, such as the liquor traffic." Sager v. City of Silvis, 402 Ill. 262 (1947).

The fee increases would be similar to those charged by the Town of Normal (Town). The cost of the restaurant or tavern license serving all kinds of alcohol in the City was $1,760, or about fifty-nine percent (59%) less than the Town, which charged $3,000. He explained the additional $450 charge for Sunday sales. The fees would increase approximately ninety percent (90%) in 2019 placing same in line with the Town. The Town's liquor licenses were available in the Town's Municipal Code, Chapter 4: Liquor, Section 4.10: Classification and Fees; www.normal.org.

Alderman Sage questioned packaged liquor fees. Mr. Jordan stated that all liquor license holders would have a fee increase.

Alderman Lower questioned legal costs. Mayor Renner stated the maximum fine was $3,400. Same doesn't cover the legal costs. Alderman Lower believed the fee increase was high. He was not in favor of same.

Motion by Alderman Black, seconded by Alderman Sage, that discussion be extended for an additional fifteen (15) minutes.

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

Ayes: Aldermen Mwilambwe, Fruin, Hauman, Buragas, Lower, Painter, Black, Sage and Schmidt.

Nays: None.

Motion carried.

Alderman Black questioned a monthly fee implementation along with the quarterly payment.

Alderman Mwilambwe recommended spreading the fee increase out more than three (3) years. He questioned the process after the current fee increase. Mr. Jordan believed a review after three (3) to five (5) years would be required.

Alderman Buragas stated the process had been well vetted with plenty of opportunity for comments and suggestions. She believed the proposal was well-informed and fair.

Alderman Painter believed thirty-four (34) years without a liquor license fee increase was too long. She supported spreading out the increases.

Mr. Jordan stated new liquor licenses and video gaming machines have caused a change in how many people want to get involved with same. He believed the video gaming business was profitable. He believed the City should have charged a fee for the machines from the beginning. There were establishments that were in violation of the Video Gaming Ordinance if the Video

Gaming exceed proceeds from food and beverage. Approximately $1 million a month was being taken out of the City's economy and going to these establishments.

Alderman Sage questioned the handling of those establishments that were in violation of City codes. Mr. Jordan stated an audit would be necessary.

Alderman Painter questioned the award received by the City for having many Video Gaming Terminals (VGT).

Motion by Alderman Mwilambwe, seconded by Alderman Buragas, that the Ordinance Increasing Liquor License Fees, every other year, over a period of five (5) years, be adopted, 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 Mwilambwe, Hauman, Buragas, Painter and Black.

Nays: Aldermen Lower, Sage, Schmidt and Fruin.

Motion carried.

The following was presented:

Item 9D. Consideration of approving an Ordinance, Amending Chapter 6 of the Bloomington City Code to provide for Video Gaming Licensing.

ORDINANCE NO. 2016 –
AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 6, ARTICLE II: VIDEO GAMING LICENSE

Motion by Alderman Black, seconded by Alderman Hauman, that the Council table this item for further discussion at a Committee of the Whole within sixty (60) days.

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

Ayes: Aldermen Mwilambwe, Fruin, Hauman, Lower, Buragas, Painter, Black, Sage and Schmidt.

Motion carried.

The following was presented:

Item 9E. Consideration of Approving a:

(a) Contract with Rowe Construction for the FY 2017 General Resurfacing program, (RFQ 2016-39).

(b) Contract with Rowe Construction for the FY 2017 Street and Alley Repair program, (RFQ 2016-40).

(c) Contract with J. G. Stewart Contractors, Inc. for FY 2017 Sidewalk Replacement and Handicap Ramp Program, (RFQ 2016-38).

David Hales, City Manager, stated Council could make one motion to approve the three (3) contracts as they were interrelated.

Jim Karch, Public Works Director, stated the General Resurfacing program included larger volume street resurfacing and the Linden Street widening from Locust to Empire. Motor Fuel Tax (MFT) and the quarter (1/4) cent sales tax funds would be used.

Motion by Alderman Buragas, seconded by Alderman Hauman, that the unit prices from Rowe Construction, for the FY 2017 General Resurfacing Program in the amount of $2,395,990.71 be accepted; that the unit prices from Rowe Construction, for the FY 2017 Street and Alley Repair program in the amount of $1,300,343.29 be accepted; that the unit prices from J. G. Stewart Contractors, Inc., for the FY 2017 Sidewalk Replacement and Handicap Ramp Program in the amount of $900,000 be accepted, and the contracts for each contractor be approved and authorize the City Manager and City Clerk to execute the necessary documents.

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

Ayes: Aldermen Mwilambwe, Buragas, Lower, Fruin, Hauman, Painter, Black, Sage and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 9F. Consideration of Review and Analysis of Bids, and approval of the HoJo and Wittenberg Sewer Improvements Contract, City Bid No. 2016-44.

David Hales, City Manager, noted the high cost of the project, $1.450 million.

Jim Karch, Public Works Director, stated this was the first (1st) step in a multi-year project to improve the City's sanitary and storm sewer lift stations. Same was in compliance with the Sewer Master Plan.

The HoJo Pump Station's failing condition was identified as a major priority for an upgrade due to employee safety concerns for lift station functionality, reduced operation, maintenance costs and potentially eliminate a station that required extraordinary monitoring.

The HoJo Pump Station was originally constructed in 1977 and included a concrete wet well and steel dry well. The steel dry well was about twenty (20) feet below ground and housed the pumps, valves and controls for the station. The pump station was at the end of its design life. Since the existing dry well and all controls were below grade, inspection and maintenance were difficult and required monitoring. Work on this station was considered confined space entry and made this station a safety hazard for employees who were responsible for maintenance. The project included converting and rehabilitating an existing force main connected to the HoJo lift station to a gravity sewer. Wittenberg Woods lift station would be eliminated with the installation of a new gravity sewer.

Motion by Alderman Black, seconded by Alderman Painter, that the unit prices from Stark Excavating, Inc. be accepted, and a contract awarded in the amount of $1,450,000.00, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Mwilambwe, Buragas, Lower, Fruin, Hauman, Painter, Black, Sage and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 9G. Consideration of adoption of an ordinance amending Chapter 24 of the City Code regarding street and alley vacation and adopting a policy on same.

ORDINANCE NO. 2016 – 36
AN ORDINANCE AMENDING THE CITY CODE AND
ADOPTING A POLICY ON STREET & ALLEY VACATIONS

David Hales, City Manager, recommended formal Policy approval to set guidelines ensuring all street and alley vacation requests were handled in a uniform manner.

The streets and alleys vacation requests were governed by the Illinois Municipal Code. Section 11-91-1, allowed corporate authorities to vacate any street or alley when it was deemed to be in the public interest. Same must be completed by ordinance and passed by an affirmative three-fourths (3/4) Council vote. The ordinance was not effective until adjoining property owner paid the fair market value of the property acquired or of the benefits which would accrue to them by reason of the vacation.

Those seeking such vacations would be required to file petitions, at a $150 cost. The City Manager, in consultation with the Public Works Department, would review the request and make a recommendation to Council. Council would hold a public hearing to determine whether the vacation would be granted. Prior to the public hearing, a fifteen (15) day notice would be published in the newspaper and notices mailed to adjoining property owners.

Compensation would be determined by utilizing a formula of three (3) times the estimated assessed land valuation (per square foot) of the adjoining property times the square feet of the area to be vacated (3 x Adjoining Land EAV x Sq. Ft. within the property to be vacated). Petitioners could have the property appraised separately. The Policy allowed for no compensation to be required where the City had requested the vacation.

Motion by Alderman Schmidt, seconded by Alderman Painter, approving an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations, 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 Mwilambwe, Buragas, Lower, Fruin, Hauman, Painter, Black, Sage and Schmidt.

Nays: None.

Motion carried.

City Manager's Discussion

David Hales, City Manager, had no report.

Mayor Discussion

Mayor Renner stated the one (1) year anniversary of the opening of the Route 66 Visitor Center, located at 200 N. Main St., was April 25, 2016.

City Alderman's Discussion

Alderman Fruin thanked the Public Works Department for listing the work on the last three (3) items. Same allowed Council to approve quickly.

Alderman Mwilambwe thanked Jim Karch, Public Works Director, and Bob Yehl, Water Director, for providing a resident assistance and excellent customer service with an underground water issue.

Alderman Lower requested to have item 7G. "Consideration of approving a Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and

Land Surveying Services for Police Training Facility Improvements, (RFQ 2016-04)" brought to a Committee of the Whole meeting for further discussion.

Adjournment

Motion made by Alderman Black, seconded by Alderman Schmidt, to adjourn the meeting at 10:07 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

COMMITTEE OF THE WHOLE SESSION MEETING

Agenda Item No. 7

7. Discussion on the proposed Contract between the City of Bloomington and VenuWorks – Coliseum. *(Council discussion 20 minutes)*

Attachments:

- VenuWorks Executive Summary
- PowerPoint Presentation
- Agreement for Professional Management Services
- Exhibit A: Maintenance Requirements
- Exhibit B: Snow Map
- Exhibit C: Operating Expenses
- Exhibit D: Commission Examples
- Exhibit E: VenuWorks Financial Manual Section 4.0
- Event Flash Report for Event: Rob Zombie, dated May 18, 2016

EXECUTIVE SUMMARY
VENUWORKS PROFESSIONAL SERVICES AGREEMENT
BY JEFFREY R. JURGENS, CORPORATION COUNSEL

1. Term
   - The term is for five years from July 1, 2016 – June 30, 2021
   - City has the ability to terminate without cause after three years.
   - If terminating after three years, the City must give notice of termination by April 1, 2019.

2. Compensation
   - Monthly management fee of $9,500 ($114,000 annually)
     - Annual CPI Increases not to exceed 3%
     - Disincentive fee is established meaning if the agreed upon budget is not met, the commissions outlined below are utilized to make up the difference.
   - Commissions
     - Food & Beverage (concessions): 5%
       - 5% of gross less taxes and third-party concession providers (i.e., not-for-profit organizations)
       - Subject to audit by the City
       - VenuWorks guarantees City will receive a minimum of 40% of gross sales.
       - Commission is paid after revenues are realized and submission of proper documentation to City.
     - Contractual Income (advertising, sponsorships, etc.): 5%
       - 5% on advertising, sponsorship, pouring rights and naming right revenues.
       - No commission paid on trades, club memberships, suite sales, rentals, or sponsorships secured by third-parties.
       - Commission is paid after revenues are realized and submission of proper documentation to City.

3. Transparency
   - Event reports will be made public and posted online
     - Reports will show gross revenues, including concession sales, merchandise sales, and ticket sales for each event at the facility. Gross expenses will also be shown (artist fees redacted in some situations).
     - Monthly financial reports will also be provided and posted.
   - Coliseum budgets and plans will be made public and posted online
   - Contractual requirements to comply with FOIA and hold the City harmless

4. Capital Investments
   - VenuWorks will provide an additional $450,000 in a no-interest loan for necessary capital improvements and upgrades at the Coliseum.
     - VenuWorks is already providing a no-interest loan in the amount of $300,000 for the purchase of the concession equipment.
     - Prior to utilizing this offer, VenuWorks will provide the City Council with a proposed plan of improvements (expected this summer).

5. Oversight
   - The City Manager and/or a contract administrator are to be involved in overseeing the operation and management of the Coliseum.
   - The operations are subject to annual audit with payback provision if accounting errors over 5% are discovered.
   - Provisions prohibit VenuWorks from booking events that carry a financial risk to the City without pre-approval.
   - City is provided access to all accounts and records.

6. Operational Procedures
   - Maintenance requirements are clearly defined on Exhibit A.
   - Various operational plans are required to be provided by VenuWorks and approved by the City, including a business plan and financial manual.
   - Various memoranda of understandings are required to be developed, including MOU's on parking, utilities, interaction with the Pepsi Ice Center, and the establishment of procedures should VenuWorks' tenure managing the Coliseum come to an end.

TIMELINE FOR CONSIDERATION & APPROVAL

1. June 13, 2016 (City Council Work Session): Presentation & Overview
2. June 20, 2016 (Committee of the Whole): Additional Discussion & Questions
3. June 27, 2016 (City Council Regular Meeting): City Council Consideration & Action

VenuWorks Proposed Facility Management Agreement

General Overview & Presentation
Jeffrey R. Jurgens, Corporation Counsel

VenuWorks Proposed Facility Management Agreement Where is the Draft?

www.cityblm.org

VenuWorks Proposed Facility Management Agreement Who Was Involved?

- David Hales
- Steve Rasmussen
- Jeff Jurgens
- Greg Moredock
- Leslie Yocum
- Patti-Lynn Silva
- Paulette Hurd
- Jay Tezloff
- Eric Veal
- Russ Waller
- Bronner Group

VenuWorks Proposed Facility Management Agreement Contract Highlights

- Compensation
  - $9,500 monthly management fee
    - Disincentive fee
    - CPI Increase limited to 3%
  - Commissions
    - 5% on gross on concessions
    - 5% on contract revenues like sponsorships and advertising
      - No commissions on suite sales, memberships, etc.

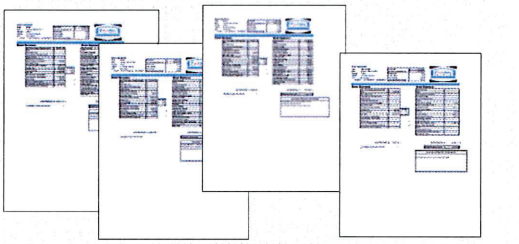
VenuWorks Proposed Facility Management Agreement Contract Highlights

Concession Concert Event Sales	$25,000
– Less state and local taxes (10.75%)	– $2,688
– Less not-for-profit commission	– $2,000
Commissionable Food to VenuWorks	$20,312
Commission to VenuWorks	– $1,016
Cost of food and beverage	– $5,000
Remaining sales/revenues to City	$14,296

VenuWorks Proposed Facility Management Agreement Contract Highlights

- Term
  - July 1, 2016 – June 30, 2021
    - Right to terminate after3 years
- Oversight
- Capital Improvements
- Transparency
- Focus

VenuWorks Proposed Facility Management Agreement Event Reports



VenuWorks Proposed Facility Management Agreement Next Steps

- June 20, 2016 – Further discussion at the Committee of the Whole
- June 27, 2016 – Consideration & Action by the City Council at the Council Meeting.

AGREEMENT FOR
PROFESSIONAL MANAGEMENT SERVICES

This Agreement is made the 1st day of July, 2016, by and between The City of Bloomington, IL, an Illinois municipality, with offices at 109 East Olive Street, Bloomington, IL 61701, hereinafter referred to as "CITY", and VENUWORKS of Bloomington, LLC, with offices at 4611 Mortensen Road, Ames, IA 50014, herein after called "VENUWORKS".

RECITALS

WHEREAS, CITY is the Owner of a place of public gathering currently known as the US Cellular Coliseum, located at 101 S. Madison Street in Bloomington, Illinois, consisting of a multi-purpose arena used for sports and entertainment events, (hereinafter referred to as the "Facility"); and

WHEREAS, VENUWORKS is in the business of providing management, programming, operations, food/beverage and marketing services to similar facilities, and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, VENUWORKS is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to VENUWORKS by VWI in the completion of VENUWORKS' responsibilities as defined herein, and;

WHEREAS, the parties entered into a ninety-day contract for professional services effective March 28th, 2016, The Contract for Professional Services, as amended by The First Amendment, dated April 11, 2016, and The Second Amendment, dated April 25, 2016, under which VENUWORKS is currently performing, as an independent contractor for CITY, certain professional services relating to the transition of the management of the Facility to long-term management by VENUWORKS, which Contract and Amendments, and the Scope of Services attached thereto, are hereby incorporated into this Agreement; and,

DRAFT

WHEREAS, CITY is desirous of having VENUWORKS provide said management, programming, operations, food/beverage and marketing services, and VENUWORKS desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE
RETENTION OF VENUWORKS

CITY hereby retains VENUWORKS as an independent contractor, except in those instances where VENUWORKS is designated to serve as an agent for the CITY, for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, VENUWORKS agrees to provide these services in accordance with this Agreement, and consistent with policies approved by CITY. VENUWORKS agrees to use its best efforts to maximize revenues from use of the Facility, including, without limitation, marketing and sales and event production and promotion and otherwise managing the Facility in accordance with this Agreement. In providing these services VENUWORKS shall manage the Facility in accordance with sound business practices and industry standards.

The parties to this Afgreement acknowledge that the CITY will retain title and ownership of the Facility and that VENUWORKS will not acquire title to, any security interest in, or any rights of any kind in or to the Facility (or any income, receipts, proceeds or revenues there from).

ARTICLE 2
COMMENCEMENT DATE AND TERM

This Agreement shall be for a term of five (5) years, commencing on July 1, 2016, (the "Commencement Date") and expiring on June 30, 2021. The Agreement may be extended for a five-year renewal period by mutual agreement of the Parties, unless terminated earlier as set forth herein. This Agreement may be terminated, without cause, after three years by the CITY by providing VENUWORKS with notice of such termination by April 1, 2019.

ARTICLE 3

MANAGEMENT AGREEMENT

3.1 Provision of Services. During the term and any renewal term of this Agreement, VENUWORKS shall provide the services set forth in this Article 3.

3.2 Grant to VENUWORKS. During the term of this Agreement, CITY grants to VENUWORKS the exclusive right to manage, market, promote, operate and maintain (as set forth in Exhibit A) the Facility, and the exclusive right to provide food and beverage sales, sponsorship sales, and display advertising sales inside and on the exterior of the Facility.

3.3 VENUWORKS' Responsibilities. Beginning on the Commencement Date, and continuing through the term of the Agreement, VENUWORKS shall assume management responsibilities as set forth below. Where VENUWORKS is required to direct or arrange for services or materials, VENUWORKS shall employ all qualified persons performing such services or shall contract with a third party for the performance of such services.

3.3.1 Marketing and Promotion. VENUWORKS shall direct all marketing activities which shall be undertaken pursuant to industry standard so as to maximize the use of the Facility by all persons, including independent promoters and Affiliates of VENUWORKS so as to provide maximum Revenue, as defined in Paragraph 3.3.14 below for the Facility and accessibility for the community to the Facility. VENUWORKS shall be responsible for ensuring that appropriate events are booked at the Facility and that suitable media coverage is obtained and VENUWORKS shall coordinate such efforts with CITY. In furtherance of this Section 3.3.1, VENUWORKS shall develop a marketing plan on an annual basis which shall be reviewed and approved by the City Manager.

3.3.2 Scheduling. VENUWORKS shall develop and maintain schedules for events held at the Facility and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Facility so as to provide maximum Revenue for the Facility and accessibility for the community to the Facility. VENUWORKS shall use an event rental agreement acceptable in form to the City Manager or his or her designee. The parties understand and agree that VENUWORKS shall be empowered to negotiate event agreements as CITY'S agent, subject to the City Manager's reasonable approval. No contract or agreement may extend the term of this Agreement without the written approval of the

City Manager and including terms within such agreement or contract that make it assignable to the CITY upon request by the City Manager. VENUWORKS may deviate from standard rental rates when such negotiation is deemed by both CITY and VENUWORKS to be in the best interests of the Facility. VENUWORKS shall submit detailed revenue and expense projections for each Event at the Facility to the City Manager, or his or her designee, prior to finalizing the Event and shall obtain the written pre-approval of the City Manager for any Event projected to be a loss. Final event settlements shall be linked back to the projections set forth above and any significant deviations shall be explained in narrative form by VENUWORKS.

3.3.3 Food & Beverage / Merchandise. VENUWORKS shall be responsible for providing the food & beverage services at the Facility and shall not assign such responsibility without the prior written approval by resolution of the City Council. The manager for the catering and concessions will be accountable to VENUWORKS' Facility Executive Director (or his/her designee) for meeting service, quality and financial standards (including the submission of financial statements and budgets) set by the City Manager and keeping concession related equipment in good working order. A complete auditing and accounting of food and beverage sales, as well as any merchandise sales, including sales by cash, check and credit card, as well as all expenses associated with the sale or provision of food and beverage or merchandise, shall be made available to the City Manager within ten calendar days after each event is held at the Facility. The term "merchandise" as used in this Agreement shall mean any novelty, music, clothing, jewelry or non-consumable item sold at an event at the Facility. The Facility, and all equipment therein, shall not be used by VENUWORKS to provide food and beverage services or merchandise sales except for events held at the Facility.

3.3.4 Facility Maintenance. VENUWORKS will be responsible for the performance of all facilities maintenance work as set forth in Exhibit A.

3.3.5 Custodial and Cleaning Services. VENUWORKS shall provide or cause to be provided all routine cleaning and janitorial services at the Facility, and keep the Facility clean and in a presentable manner, including an annual deep clean of the Facility.

3.3.6 Pest Control. VENUWORKS shall direct all necessary pest control services, whether performed by VENUWORKS or a pest control service engaged by VENUWORKS.

DRAFT

3.3.7 Snow & Ice Removal. VENUWORKS shall direct all snow and ice removal services on the pathways and sidewalks adjacent to the Facility as identified on Exhibit B.

3.3.8 Trash Removal. VENUWORKS shall direct removal of all trash from the Facility and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings on the Facility, except in designated trash containers, the location of which shall be approved by CITY.

3.3.9 Operational Services VENUWORKS shall direct all services required to stage (set up and tear down) the Facility for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. VENUWORKS shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Facility, including but not limited to, ticket taking, novelty sales, program distributions and assistance to patrons generally, including the handicapped.

3.3.10 Ticket Sales. VENUWORKS shall direct all aspects of ticket sales for events and activities including computerized tickets, utilizing its national contract with Ticketmaster (or another vendor that might be selected at some time in the future in compliance with this Agreement) to provide state of the art equipment and software to the at no cost to the CITY. VENUWORKS will also provide total access to Ticketmaster's digital marketing support. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Facility, cash, check, and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within ten calendar days after each event is held. The CITY will receive 100% of the negotiated ticket contract customer convenience fee share as negotiated by VENUWORKS both now and over the life of this contract. CITY will receive 100% of any facility, parking or other fees charged per ticket. VENUWORKS agrees that the use of comp tickets (i.e., the provision of free admission to an event or providing a ticket with no charge, gratis) is discouraged and any such use shall only be done in accordance with industry standards. At the discretion of the City Manager, a memorandum of understanding may be required on the use of comp tickets.

3.3.11 Security. The following provisions on security shall apply:

(a) VENUWORKS shall arrange for proper security for all events at the Facility and for general security when events are not in progress. Such security may be provided by VENUWORKS or by a third party contractor. Should VENUWORKS decide to hire 'off-duty' police officers from the Bloomington Police Department (BPD), the BPD and VENUWORKS shall mutually agree on the number of officers hired. Upon request to VENUWORKS, CITY shall have the right to review any and all security plans at the Facility.

(b) VENUWORKS shall also logistically plan for all events including, but not limited to, arranging on-call emergency medical staff, providing resources to attendees waiting in extreme temperatures, etc. VENUWORKS shall review and coordinate crowd management and traffic control with appropriate local authorities.

(c) VENUWORKS recognizes that the CITY owns all video surveillance systems located within the Facility. VENUWORKS agrees in advance to not withhold or tamper with the CITY'S ability to obtain video footage for security or safety purposes. One of VENUWORKS' main priorities shall be to host safe events.

(d) VENUWORKS shall defend, hold CITY harmless and indemnify CITY from any claims associated with the provision of such security.

3.3.12 Licenses and Permits. VENUWORKS shall obtain and maintain all licenses and permits necessary for management and operation of the Facility, subject to any and all applicable procedures for the granting of such licenses and permits, except for those related to the operation of the boilers, elevators and fire alarms at the Facility, which will be the responsibility of CITY.

3.3.13 Revenues; Bank Accounts and Payment of Operating Expenses. In addition to the requirements set forth in this Agreement, VENUWORKS and the City Manager shall develop and approve a Financial Operations Manual that shall govern the financial and accounting practices and standards for operation of the Facility. VENUWORKS shall be responsible for the collection, safeguarding and depositing of all Revenues and payments of all Operating Expenses, as defined in Exhibit C, including payment and remittance of applicable taxes, meaning all taxes that are charged and collected by the Facility as required by federal, state and local law (e.g., amusement tax, sales tax, employment taxes, etc.). Any operating

expenditures greater than $25,000, excluding event expenses, will be subject to City's procurement policy and municipal code. As used herein, "Revenue" is defined as the total amount received by VENUWORKS or any other person or entity operating on VENUWORKS' behalf, directly or indirectly arising out of or connected with and on behalf of the Facility, including without limitation, transactions for cash, check, money order, wire, ach, credit and credit card sales. VENUWORKS, in cooperation with CITY, shall establish two separate commercial bank accounts. These accounts shall be in the name of VENUWORKS and utilize VENUWORKS' federal identification number. Signatories shall include those individuals as deemed appropriate by VENUWORKS and CITY. The names of the commercial accounts shall be the Operating Account and the Box Office Account. Revenues from the sale of tickets to events at the Facility shall be deposited by VENUWORKS into the Box Office Account. After payment from such ticket sales receipts of all event-related expenses, and within three working calendar days after the end of the event, VENUWORKS shall transfer the remaining event ticket sales receipts to the Operating Account.

All other Revenues generated by use of the Facility and collected by VENUWORKS shall be deposited in the Operating Account. VENUWORKS is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due the performer or promoter as per contracts with them, and to pay budgeted Operating Expenses from the Operating Account. From time to time, VENUWORKS may, with CITY written approval by the City Manager, transfer funds from the Box Office Account to the Operating Account to accommodate cash flow needs of the Facility. CITY shall be authorized at any time to obtain information and records from the bank concerning such accounts and to inspect the same. It shall be an Event of Default, as defined in Section 7.5 of this Agreement, entitling CITY to terminate this Agreement, if VENUWORKS withdraws any money from the Operating Account or the Box Office Account except in accordance with this Agreement or fails to deposit all revenues in the proper accounts or misuses public funds as outlined by applicable laws.

3.3.14 Petty Cash and Change Funds: Petty cash and change funds may be utilized in accordance with written procedures agreed to by VENUWORKS and the City Manager. VENUWORKS and CITY agree that any and all petty cash and change funds shall belong to

CITY. These funds will be returned to CITY at the end of the Term of this Agreement.

3.3.15 Cash Discrepancies: VENUWORKS will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points. Net cash overages at one cashier may not be applied to cash shortages at another cashier.

3.3.16 Staffing: VENUWORKS shall be responsible for supervision and direction of all VENUWORKS personnel staffing at the Facility. All Facility staff will be in the employment of VENUWORKS. All reasonable and customary expenses associated with the employment of staff will be considered operating expenses of the Facility. Pre-employment and relocation expenses and severance packages must be pre-approved by the City Manager. The City Manager, and his/her designees, shall have the right to participate in the recruitment, interviewing and hiring of the Executive Director of the Facility, including the creation of a recruiting task force to work with VENUWORKS in the hiring process. The City Manager shall have the right to approve the selection of the Executive Director and Finance Director of the Facility. VENUWORKS shall work in good faith with the City Manager if any issues arise with the personnel of VENUWORKS. The total annual amount of salaries and all staff related benefits paid by CITY shall be made public and available for inspection. VENUWORKS' operating expenses that are considered proprietary shall only be open to public inspection to the same degree as any other vendor or subcontractor providing services to the CITY or as may be ordered by a court or the Public Access Counselor. However, individual salaries and pay rates for VENUWORKS staff shall not be divulged except as may be ordered by a court or the Public Access Counselor and, upon a request for such information, VENUWORKS shall be solely responsible for defending any refusal to release such information. Nothing herein shall prohibit the City Manager from assigning City staff to do work at the Facility.

3.3.17 Additional Duties. VENUWORKS shall also be required to provide, on a timely basis, ad-hoc information, data, and solutions to issues as may be reasonably requested by CITY, together with such other services consistent herewith as CITY may reasonably require.

3.3.18 Use of CITY Equipment, Furniture, and Fixtures. VENUWORKS will use equipment, furniture and fixtures at the Facility in performance of its obligations hereunder. CITY and VENUWORKS will conduct an inventory of Facility equipment, furniture and fixtures to be used by VENUWORKS during this Agreement. Any City-owned equipment, furniture and

fixtures, to include any concession equipment, disposed of by VENUWORKS shall be done in accordance with the Bloomington City Code. All equipment, furniture and fixtures, or other expense greater than $5,000 or having a useful life of more than one year will be considered a capital asset and will be tracked and accounted for by Governmental Accounting Standards Board (GASB) and subject to the annual inventory.

3.4 Written Powers Reserved to CITY. The City Manager shall have right of prior written approval in connection with the following:

(a) The Annual Budget, Marketing and Business Plan;

(b) Any expenditure for personnel or expenses in excess of those specified budget items that would increase the total approved VENUWORKS' budget amount; and

(c) Any booking of events involving risk of CITY funds.

3.5 Relationship of Parties. VENUWORKS is an independent contractor of CITY and shall not be deemed to be an employee, joint venturer, agent, or partner of CITY except for those matters which are specifically addressed in this Agreement.

3.6 Business Plan. Within thirty calendar days after the date of this Agreement, VENUWORKS shall submit to CITY a complete business plan for the fiscal year ending April 30, 2017 (the "Business Plan") to be adopted by CITY and followed by VENUWORKS. The Business Plan shall be subject to the prior written approval of the City Manager. The Business Plan shall be a marketing plan and a projection of detailed Revenues and Operating Expenses for the fiscal year and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. VENUWORKS shall submit a Business Plan on an annual basis and shall deliver the same to the City Manager simultaneously with the delivery of the Annual Budget. The Business Plan shall in no way become a performance obligation for either CITY or VENUWORKS but serve as a management blueprint to monitor VENUWORKS' performance.

3.7 Relationship with CITY: VENUWORKS shall provide all of its Management Services in a manner which shall ensure full compliance with all CITY requirements and industry standards, as well as in compliance with all local, state and federal laws and regulations.

3.8 Memoranda of Understandings. The City Manager and VENUWORKS may enter into

Memoranda of Understanding (MOU) to address operational and management issues on the following subjects: (1) Facility parking; (2) utility payments; (3) operations and interactions involving the facility currently known as the Pepsi Ice Center, located at 201 S. Roosevelt in Bloomington; (4) the ability of other City facilities to utilize the VENUWORKS' national ticketing agreement; (5) control, maintenance and operation of the Zambonis or other shared equipment; and (6) operational issues related to the end of VENUWORKS' tenure operating the Facility, including booking events and/or entering into agreement past the date of term of this or future agreements . Additional MOU's may be executed between VENUWORKS and the City Manager to address operational and management issues that do not counter the material terms of this Agreement.

ARTICLE 4

ANNUAL BUDGET

4.1 Delivery of Budget On a date to be determined by the City Manager each year during the term, VENUWORKS shall submit to the City Manager a proposed annual operating and capital budget for the ensuing year, and if feasible for four future years, detailing all projected Revenues and Operating Expenses by line item, summed by category, and broken down by month, with written explanations and assumptions for each Revenue and Operating Expense line item. The proposed annual operating budget shall include a proposed rent structure for events proposed to take place in the Facility for the ensuing year.

4.2 Review of Budget. The proposed annual operating and capital budget shall be reviewed by the City Manager in accordance with CITY'S budget development schedule. Upon approval by the City Manager, the proposed annual operating and capital budget shall become the final annual budget (the "Annual Budget") for the year. If the City Manager objects to the proposed annual operating and capital budget or any part thereof, VENUWORKS shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith.

4.3 Revision of Annual Budget. VENUWORKS and the City Manager may revise the Annual Operating and Capital Budget at any time by mutual written agreement. Nothing herein, however, shall limit the City Manager's ability to lower the Annual Budget in the event of an economic downturn or to meet the financial needs of the City.

4.4 Certified Statements. VENUWORKS shall deliver to the City Manager, within twenty calendar days after the end of each calendar month and within forty-five calendar days after the end of each fiscal year, a true and correct statement, certified as true and correct by VENUWORKS' Facility Executive Director, of all Revenues and Operating Expenses of the preceding calendar month and fiscal year, together with any reasonable supporting documentation requested by CITY. The statements shall also include a written explanation by VENUWORKS on any negative budget variances. VENUWORKS shall provide an accounting of each event held at the Facility in said monthly reports for the preceding calendar month. With the exception of artist fees that are considered proprietary information it is acknowledged and agreed said certified statements shall be made public and open for public inspection. The certified statements package will include all detailed reports as described in the VENUWORKS Finance Manual section 14.0 financial statements and listed in Exhibit E of this Agreement.

ARTICLE 5

THE MANAGEMENT FEES

5.1 Base Management Fee. For the period beginning with the Commencement Date, and continuing through year one of the Agreement, CITY shall pay VENUWORKS a base management fee of $9,500 per month ($114,000 annually). In subsequent years, the base fee amount shall be increased by a percentage equal to the increase in the Consumer Price Index for the previous year. For clarification, the Consumer Price Index shall be defined as the percentage change in the CPI U index for the Midwest urban Size B/C (50,000 to 1,50,000 population) area as published by the US Bureau of Labor Statistics for the preceding 12 months. In no event, however, shall the increase exceed 3% in a given year. Should the CPI U index have a negative growth rate, base management fees will not increase and will remain the same a s the prior contract year. Payments for Base Management Fees will be due to VENUWORKS by the 30th day of the month in which the management fee is earned and in accordance with Section 6.2.

5.2 Variable Management Fee: CITY shall pay to VENUWORKS a Variable Management Fee, over and above the Base Management Fee, equal to;

- 5% of Gross Food & Beverage (F&B) Sales, less taxes and commissions paid to third party concession providers and non-profit organizations. For clarification, Gross F&B Sales will include all food, concessions, beer, liquor, wine, non-alcoholic beverages, and service

charges and gratuities charged at the arena. Examples of this commission are set forth in Exhibit D. The commissions paid hereunder, and all supporting documentation, shall be subject to audit by City. City will receive the remaining net food & beverage sales guaranteed by VENUWORKS to be a minimum of 40% of gross food & beverage sales after cost of goods sold, meaning cost of supplies, food, condiments and other non-payroll, non-overhead related costs of providing food and beverage concessions.

- 5% of Gross Sales from Contractually Obligated Income (COI) streams secured by VENUWORKS, including Advertising, Sponsorship, Pouring Rights, and Naming Rights Revenues. "Gross Sales" will exclude any expenditure required in exchange for COI or any fulfillment costs. The City Manager shall have the right to review and approve the pricing associated with contracts under this provision. VENUWORKS will not collect a COI commission on existing contracts or on contracts where the previous Facility manager has been paid or is owed a commission, but will collect a commission on other new contracts and renewal contracts secured on or after July 1, 2016. No commission shall be paid on trades, club memberships, suite sales, rentals, or sponsorships secured by third-parties. The commissions paid hereunder, and all supporting documentation, shall be subject to audit by the City.
- In no event shall a dual commission ever be paid.
- Examples of the Variable Management Fee are set forth in Exhibit D.

The Variable Management Fee will be due to VENUWORKS by the 30th day of the month following the month in which it was invoiced to City and only after the Revenues were realized. VENUWORKS, as part of the invoicing process, shall also provide documentation supporting the payment of the Variable Management Fee.

5.3 Disincentive Fee: CITY and VENUWORKS will work to establish a mutually agreeable Annual Budget for each fiscal year of the contract term. The first fiscal year will be a "stub-year" beginning on July 1, 2016 and ending on April 30, 2017. The second fiscal year, and all subsequent years will begin on May 1st and end on April 30th. The proposed annual budget shall be reviewed by CITY in accordance with CITY'S budget development schedule. Upon final approval by CITY, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the year. For the fiscal year beginning May 1, 2017 and all subsequent fiscal years, VENUWORKS will be

subject to a disincentive fee as described herein. Should VENUWORKS fail to meet the budgetary target for a given fiscal year, it shall refund the shortfall up to the amount of the total Variable Management Fee as defined above. For clarification, the budgetary target will be defined as the Net Ordinary Income/Loss prior to debt service, depreciation, amortization, interest expense, and budgeted operating subsidy, meaning funding that is provided to the Facility from a funding source not derived from use of the Facility. If the budgetary target is agreed upon to be a profit of $100,000 and the actual operating profit is only $50,000 VENUWORKS will refund to CITY the amount of the budgetary shortfall ($50,000) or the total of the Variable Management Fees earned for the fiscal year, whichever is less.

5.4 Capital Investment:

A. The Parties acknowledge that VENUWORKS has made an investment of $299,999, in the form of an interest free loan to CITY, for the purpose of purchasing food and beverage equipment, and other equipment, furniture and fixtures in the Facility, from the company that previously managed the Facility, consistent with The First Amendment to The Contract for Professional Services of this investment. CITY is obligated to repay VENUWORKS for the equipment purchased, in the amount of $299,999, over the life of this Agreement in equal monthly installments, as described more fully in Section 5.5 of this Agreement, and to pay the entire remaining unamortized balance in the event VENUWORKS ceases being the management company for the Facility prior to payment in full.

B. VENUWORKS may, at the CITY'S discretion, make a second capital investment in the form of an interest free loan not to exceed Four Hundred and Fifty Thousand Dollars ($450,000), for the purchase of equipment, furniture and fixtures for the Facility. Specific items to be purchased with funds from VENUWORKS will be determined to the mutual satisfaction of both VENUWORKS and CITY. Items to be purchased may include, but will not be limited to, equipment for concessions stands and portable food carts, operations-oriented furniture, fixtures, and equipment (FF&E), and other tools and small equipment to improve the functionality and physical appearance of the arena. For the second capital investment, VENUWORKS shall be repaid in a manner similar to the initial capital investment described herein.

5.5 REPAYMENT OF LOAN. CITY will repay VENUWORKS for the actual principal investment amount over the course of the five-year term in sixty equal monthly payments as described below;

5.5.1 The amortized repayment of the combined principal of the two investments shall be an Operating Expense to the Facility as defined in the Annual Budget. However, it will not be counted as an expense to the budgetary target for calculating the VENUWORKS Disincentive Fee as defined above. In the event the management agreement with VENUWORKS is terminated for any reason prior to the end of the initial five-year term, the unpaid amount of the interest free loan shall become due within 30 days and payable to VENUWORKS.

5.5.2 The parties recognize the equipment purchased through the Capital Investment will serve as collateral towards the loan, and the parties will execute a separate promissory note for the principal of the loan which will be an Exhibit to the this Agreement.

5.5.3 If VENUWORKS and CITY renew their contract or negotiate in a separate MOU for a longer time period for repayment, then the outstanding principal can be amortized on a straight line basis over the life of the contract or agreement.

5.6 Title to Equipment. Title of any and all equipment purchased with VENUWORKS' capital investment, described above shall vest solely with VENUWORKS. Upon CITY'S repayment in full of the capital investment, ownership of said equipment will be transferred to the CITY free and clear of any liens or security interests. CITY may likewise file any and all applicable legal documents to protect its interest in the equipment. Beyond its security interest for the equipment loan, VENUWORKS shall not allow any other liens to be placed on the equipment or otherwise allow it to be encumbered. VENUWORKS likewise shall not remove any of the titled equipment from the Facility or any other equipment, furniture and fixtures without the written approval of the City Manager.

ARTICLE 6

PAYMENT OF MANAGEMENT FEES AND OPERATING EXPENSES

6.1 Deposit of Funds. The City Manager or designee will review Facility cash flows on a regular basis and work with VENUWORKS to establish protocols to ensure proper funding based on mutually agreed cash flow projections. VENUWORKS will mitigate cash shortages by timing key COI revenues or other cash flows during summer or slow event months. During the stub year, CITY will establish a cash reserve to accommodate the summer months and legacy contract obligations. VENUWORKS and CITY will work together on all future years to establish appropriate uses of any positive reserve balances. VENUWORKS shall not be required to, and shall not, pay for or advance any of its own funds to pay for any Operating Expenses.

6.2 Management Fees. VENUWORKS will invoice the Facility directly for management fees payable with respect to the current calendar month and Facility will pay VENUWORKS invoice within thirty calendar days.

6.3 Insufficient Funds. Cash shortfalls will be known well in advance through VENUWORKS' detailed projections and will be monitored and discussed monthly. Budgeted cash short falls will be funded in comparison to actuals after each monthly review. Cash shortfalls created by unforeseen circumstances will be discussed with the City Manager or designee in a timely manner and will be funded through a City Budget amendment if reserve balances are depleted.

6.4 Monthly Meetings. Representatives of VENUWORKS' on-site management and the City Manager or designee shall meet at least once each month to review revenues and operating expenses for the prior calendar month, the certified monthly reports package and discuss cash flows through year end. VENUWORKS corporate representatives shall be available to meet with the City Manager as requested, but no less than semi-annually to monitor performance and discuss operations.

DRAFT

GENERAL TERMS AND CONDITIONS

7.1 Representation of CITY. CITY hereby represents and warrants to VENUWORKS, as an inducement to VENUWORKS entering into this Agreement; (1) that it is CITY'S intent that the Facility will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices, and (2) that CITY possesses the resources and financial capabilities to ensure the on-going financial support of the Facility operation.

7.2 Representation of VENUWORKS. VENUWORKS hereby represents and warrants to CITY on its own behalf and on behalf of its shareholders, officers, directors and employees, that VENUWORKS is fully capable of providing services as outlined in this Agreement.

7.3 Standard of Operation. VENUWORKS represents and warrants to CITY that it shall maintain an efficient and high quality operation at the Facility comparable to other similar facilities and containing facilities similar to those of the Facility.

7.4 Accounting Records, Reports and Practices.

7.4.1 Maintain Records. VENUWORKS shall maintain accounting records relating to the Facility using accounting practices in accordance with generally accepted accounting principles consistently applied and the State of Illinois records retention statutes.

7.4.2 Internal Financial Controls. VENUWORKS shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to CITY. The validity of internal controls will be tested each year as part of the annual financial statement audit. Audit comments, recommendations, and feedback will be incorporated into VENUWORKS' procedures and practices involving the Facility.

7.4.3 CITY Access. CITY shall have unlimited access to all accounting records and supporting documentation of VENUWORKS relating to the Facility during the term and any renewal term of this Agreement and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner.

7.4.4. Audit. CITY has the right to hire a third-party CPA firm to perform the annual financial statement audit, contract compliance audits, as well as any audit of related accounts, funds, or commissions paid under this Agreement. The Facility shall be

responsible for the costs of any such audits; however, VENUWORKS shall be responsible for the costs of any audits or investigations that discovers an accounting error that exceeds 5% of the total revenues.

7.4.5 Transparency / FOIA Requests. VENUWORKS shall provide an Event Report that reports on event gross revenues, including concession sales, merchandise sales, and ticket sales for each event at the Facility. Such reports shall be public and available no later than 10 calendar days after the event. VENUWORKS shall also provide a report to the City Manager, or his or her designee, within three (3) calendar days of the event that provides a preliminary report on the gross revenues and expenses. Although this report is preliminary, VENUWORKS acknowledges and agrees this report may be made publicly available, although artist fees which are proprietary shall be redacted. In the event that CITY is served with a FOIA request, discovery request in litigation, or subpoena requesting information related to management of the Facility, CITY shall give timely notice to VENUWORKS as soon as possible and within the time parameters required for response. Upon receiving notice, VENUWORKS shall provide all responsive information to CITY, and the CITY'S FOIA officer shall, in his/her sole discretion, determine what information, if any, shall be disclosed, except for salary information as set forth in Section 3.3.16. In the event VENUWORKS receives a FOIA request, VENUWORKS shall immediately contact CITY and provide such request to CITY forthwith. VENUWORKS shall indemnify, defend, and hold harmless CITY for VENUWORKS' failure to provide the required documents. Nothing herein shall contemplate or require VENUWORKS to publicly release its private confidential and proprietary corporate information that does not relate to the management of the Facility.

7.4.6. Guest Satisfaction. VENUWORKS shall track guest satisfaction at the Facility in a manner agreed to by the City Manager. VENUWORKS acknowledges that guest satisfaction is key to running a successful venue and agrees to address any deficiencies in service that arise.

7.5 Default, Right to Cure. It shall be an event of default ("Event of Default") hereunder if either party hereto:

(i) fails to pay or deposit sums due by one party to the other within seven calendar days after written notice by the other of such failure, or (ii) fails to perform or comply with any other obligation of such party hereunder within thirty calendar days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured

within thirty calendar days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten calendar days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety calendar days after the effective date of notice.

7.6 Jurisdiction. The parties submit to the jurisdiction of the state courts of the State of Illinois sitting in McLean County with respect to any claim or proceeding arising out of or related to this Agreement.

7.7 Insurance.

7.7.1 Employment Matters. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, re-employment, workers' compensation or other employment taxes or contributions of insurance, all of which shall be considered operating expenses of the Facility, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. VENUWORKS shall defend, indemnify and hold harmless CITY from all costs, expenses, claims or damages resulting from any failure of VENUWORKS to comply with this Section.

7.7.2 Insurance Requirements:

7.7.2.1 Workers Compensation Insurance: VENUWORKS shall purchase and maintain during this Agreement, workers' compensation insurance in accordance with Illinois statutory requirements and employers liability insurance with limits of not less than $500,000 per accident and per employee for bodily injury.

7.7.2.2 General Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement, commercial general liability insurance including liquor liability insurance on a per occurrence basis with limits of liability not less than $3,000,000 per occurrence / $5,000,000 in aggregate for Bodily Injury, Personal Injury, and Property Damage. Policy coverage shall include Premises and Operations, Products and Completed Operations, less inclusive and no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG 00 01 96) with standard Bodily Injury and Property Damage exclusions, and standard Personal and Advertising Injury exclusions. Any additional exclusion shall be clearly identified on the Certificate of Insurance and shall be subject to the approval of CITY and VENUWORKS. The

insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

7.7.2.3 Automobile Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement, automobile liability insurance on a per occurrence basis with a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this contract by VENUWORKS or its employees. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

7.7.2.4 Umbrella and Excess Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than $5,000,000 per occurrence / $5,000,000 in aggregate. Any umbrella and excess insurance shall be written on a per occurrence basis on a pay on behalf form providing the same coverage and endorsements required of the primary policies.

7.7.2.5 Property Insurance: CITY will maintain property insurance coverage on the Facility itself. VENUWORKS shall assume all risks for loss of or damage to its own property at the Facility and VENUWORKS may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

7.7.2.6 Subcontractors: VENUWORKS shall require all its subcontractors who perform work and / or services under this Agreement to meet appropriate insurance requirements as reasonably required by CITY

7.7.2.7 Deductibles and Self-Insured Retention: Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and shall be subject to the approval of CITY.

7.7.2.8 Reserved:

7.7.2.9 Proof of Insurance: VENUWORKS shall furnish CITY with Certificates of Insurance and a copy of the policies if requested by CITY. The name of the project or contract shall be listed on the certificates of insurance along with any deductible or self-insured retention. Before commencing any performance under this Contract, VENUWORKS shall deliver all the

Certificates of Insurance to CITY certifying that the policies stipulated above are in full force and effect. All insurance shall remain in effect during the life of the contract.

7.7.3 Insurance Cancellation or Material Change Notice: The certificates of insurance shall state that the insurance company will provide thirty calendar days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the CITY, via certified mail within thirty calendar days and will notify CITY informally as soon as feasible.

7.7.4 Reserved

7.7.5 Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate for obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

7.7.6 Releases: VENUWORKS and CITY expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operation at the Facility caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by VENUWORKS and CITY shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any party prior to the occurrence of a loss.

7.7.7 Crime Insurance. During the term of this Agreement, VENUWORKS shall maintain Crime Insurance, with an insurer acceptable to CITY (such acceptance by CITY not to be unreasonably withheld or delayed), providing at least the following coverage in at least the amounts set forth below for each coverage:

(a) Employee Dishonesty: $500,000;

(b) Depositor's Forgery: $500,000;

(c) Money & Securities: $500,000 (each, "Inside" and "Outside")

(d) Computer Theft: $500,000;

(e) Wire Transfer Fraud: $500,000;

provided, however, that if such coverages are provided on a "blanket" limit basis, a blanket limit of $500,000 shall be considered to be sufficient and in compliance with this provision. The policy shall

include an endorsement providing that any "employee" of VENUWORKS shall not be deemed to also be an "employee" of CITY for purposes of the coverage afforded under the Employee Dishonesty coverage part.

CITY shall be both a Loss Payee (as its interests may appear) and an Additional Insured under such policy, which policy shall be written to apply to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by VENUWORKS or CITY under any other similar agreements or otherwise.

7.7.8 Insurance Cost: Except for the Crime Insurance set forth in Section 7.7.7 which shall be borne directly by VENUWORKS, the cost of providing insurance hereunder shall be an Operating Expense, regardless of which party procures the coverage.

7.7.9 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

7.7.10 Named Insured Parties. Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall list both VENUWORKS and CITY as named insureds.

7.8 Hold Harmless. VENUWORKS shall indemnify, defend and save harmless CITY, its officers, directors, employees, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions, as well as its willful or wanton conduct of VENUWORKS and its officers, agents, and employees.

7.9 Damage to and Destruction of the Facility. If all or part of the Facility is rendered unusable by damage from fire and other casualty which, in the discretion of CITY, cannot be substantially repaired under applicable laws and governmental regulations within 180 calendar days from the date of such casualty (employing normal construction methods without overtime or other premium), then CITY shall notify VENUWORKS thereof. In such case, either CITY or VENUWORKS may elect to terminate this Agreement by written notice delivered to the other not more than sixty calendar days after receipt by VENUWORKS of CITY'S notice concerning the reconstruction.

7.10 Employees.

7.10.1 Employees of VENUWORKS. All persons engaged at the Facility in operating any of the services hereunder shall be the sole and exclusive employees of VENUWORKS and shall be paid by VENUWORKS, except for those individuals employed or utilized by subcontractors of VENUWORKS, as provided for in this Agreement, but in no event shall they be deemed an employee

of CITY. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, reemployment insurance, workers' compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save CITY harmless from any responsibility therefore. VENUWORKS shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and non-discrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by CITY for a violation of this paragraph in accordance with Section 7.5 of this Agreement.

7.10.2 Employee Expense . All reasonable and customary costs of employment, as set forth in the Annual Budget, of Facility employees incurred by VENUWORKS shall be an operating expense of the Facility. The parties agree that in no case shall employee commuting expenses or vehicle allowances be considered a reasonable and customary cost of employment or a permissible operating expense. CITY and VENUWORKS will work together to ensure a positive and productive working environment at the Facility.

7.10.3 Employee Standards. VENUWORKS will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with VENUWORKS' corporate policy and applicable federal, state and local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and VENUWORKS shall defend, indemnify and save CITY harmless from any claim, cause of action, expense (including attorneys' fees) lost, cost or damage of any kind or nature arising there from, except in the case of express written direction from CITY.

7.11 Availability of Facility. VENUWORKS agrees that, except as a result of full or partial destruction of the Facility, the Facility will be made available for all events scheduled therein and VENUWORKS agrees to defend, indemnify and save CITY harmless from and against any and all claims, causes of action, expenses (including attorneys' fees) losses, costs and damages arising from the failure of the Facility to be available in the condition necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of VENUWORKS, its agents,

servants, employees or contractors of any tier, and in such case, VENUWORKS shall pay to CITY the estimated Revenues, less Operating Expenses, for such event within five calendar days after the event was to have taken place.

7.11.1 Use by CITY. Upon reasonable notice to VENUWORKS, CITY shall be entitled to utilize the Facility, without rental cost, provided the event does not displace another already scheduled revenue generating event with a for profit client or promoter. CITY agrees that it will pay "hard" costs associated with its events.

7.12 No Payment by CITY. Notwithstanding anything in this Agreement or exhibits hereto to the contrary, CITY shall not be obligated to reimburse VENUWORKS as Operating Expenses or otherwise for costs and expenses (including attorneys, fees) for litigation which is covered by VENUWORKS' defense and indemnification obligations set forth in this Agreement or other matters considered corporate matters in which VENUWORKS and CITY disagree.

7.13 Termination for Cause. Either party may terminate this Agreement if the other is in default, and has not met the deadlines for curing, or undertaking steps to cure the default, as described in Section 7.5 of this Agreement. In the event of default, the non-defaulting party shall provide the defaulting party within five calendar days of its intention to terminate the Agreement due to the uncured default. In the event of early termination for any reason, CITY shall pay to VENUWORKS all amounts owed as mutually agreed or as by determined by an independent audit through the date of termination.

7.14 Compliance with Laws. VENUWORKS will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation and maintenance of the Facility. VENUWORKS' failure to comply with such ordinances, statutes, rules and regulations relating to the Facility shall be an Event of Default under this Agreement and shall entitle CITY to terminate this Agreement pursuant to the provisions of Section 7.5 hereof. VENUWORKS agrees that it shall not be entitled to claim litigation costs (including attorneys' fees) as Operating Expenses pursuant to Subparagraph (1) of Exhibit C with regard to its rules and obligation to comply with ordinances, statutes, and regulations as set forth herein.

7.15 Non-waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every

provision hereof.

7.16 Amendment. The parties may amend this Agreement only by written agreement executed by the parties.

7.17 Choice of Law. The laws of the State of Illinois shall govern the rights and obligations of the parties under this Agreement.

7.18 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

7.19 Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five calendar days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one business day after deposit with a national overnight air courier, fees prepaid, to VENUWORKS or CITY at the following addresses:

If to CITY:

City of Bloomington
Attn: City Manager
109 E. Olive Street
Bloomington, IL 61701

City of Bloomington
Attn: Corporation Counsel
109 E. Olive Street
Bloomington, IL 61701

If to VENUWORKS:

VENUWORKS of Illinois, LLC
4611 Mortensen Road, Suite 111
Ames, IA 50014
Attention: President

Either party may designate an additional or another representative or address for notices upon giving notice to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

7.20 Representatives. CITY'S representative to VENUWORKS in connection with Facility operations shall be the City Manager or designee, and the VENUWORKS' representative shall be VENUWORKS' on-site Executive Director at the Facility.

7.21 Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel

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or energy to operate the Facility, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

7.22 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Facility or the services described in this Agreement, VENUWORKS shall not be deemed to be in default or to have breached any part of this Agreement. VENUWORKS is responsible for costs associated with the above labor disputes or others arising from their individual negotiations with applicable unions.

7.23 Integration. This Agreement and all appendices and exhibits hereto embody the entire agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Exhibits hereby integrated hereto are:

Exhibit A: Maintenance Requirements
Exhibit B: Snow Map
Exhibit C: Operating Expenses
Exhibit D: Commission Examples
Exhibit E: Financial Manual – Section 14.0

7.24 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

7.25 Assignment / Subcontracting. VENUWORKS may not assign this Agreement without the express written pre-approval of CITY. The City Manager further reserves the right to approve any subcontracting at the Facility for work required to be performed by VENUWORKS under this Agreement.

7.26. Non-Compete. As VENUWORKS will be acquiring confidential and proprietary information resulting from management of the Facility, VENUWORKS agrees it shall not manage any other sporting or entertainment venue or arena within a 60-mile radius of the City during its tenure managing the Facility. The City Council may, however, in its sole discretion, pass a resolution

permitting VENUWORKS to manage such a facility upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

For CITY

_____

BY DATE

Its_____

For VENUWORKS

_____

By: Steven L. Peters DATE
Its: President

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EXHIBIT A
MAINTENANCE REQUIREMENTS

FACILITY Repairs & Maintenance Process

1. Control of the Facility Capital Budget will be moved to Facilities Management. This funding will only be used for Capital Improvements and maintenance repairs as described herein.
2. Parks Maintenance or VENUWORKS staff discovers a necessary repair.
3. Repairs are classified as Operational or Maintenance as described below and further clarified with the included examples.
4. Operational repairs include custodial, cosmetic, facility enhancements or other work related to operation of the Facility. Operational activities also include keeping office, advertising, sales and related operational equipment and systems in proper operating condition. VENUWORKS is entirely responsible for Operational Repairs. This includes performing the work with VENUWORKS staff, procuring outside contractors in accordance with City Procurement Polices and payment for the work from their operational budgets.
5. Maintenance repairs include structural, HVAC, mechanical or other work related to maintenance of the Facility. Maintenance activities also include keeping structures, Facility building equipment and building infrastructure in proper operating condition. The City is entirely responsible for Maintenance Repairs. This includes performing the work with City staff, procuring outside contractors in accordance with City Procurement Polices and payment for the work from the Facility capital budget.
5. Major repairs are reported to all via email with relevant supporting documentation and a mutual decision regarding the repair classification will be made.
6. Minor repairs do not require reporting to everyone and shall be addressed as soon as possible by the responsible entity.
7. In the event of a dispute, the Assistant City Manager shall have final authority to determine the repair classification for both minor and major repairs.
8. The City will not perform or pay for repairs to any privately owned equipment at the Facility.
9. VENUWORKS shall manage the Operational Budget and Facilities Management shall manage the Maintenance Budget. The City shall maintain control over both budgets.
10. It is anticipated that Maintenance repair costs will be significantly more than Operational repair costs. City staff will endeavor to stay within the current FY budget. However, a significant increase in future maintenance budgets will be needed to properly maintain the FACILITY.
11. Three budgets should be provided for all future maintenance. These include an Operational Budget, a Maintenance Budget and a Capital Budget. The Operational and Maintenance Budgets will apply to work described earlier. The Capital Budget will be used for major unexpected repairs or substantial improvements to the FACILITY. VENUWORKS shall manage the operational budget and Facilities Management shall

manage the Maintenance and Capital budgets. The City shall maintain control over all three budgets.

TYPICAL OPERATIONAL REPAIR EXAMPLES

1. Office Expenses (Office Supplies, Office Equipment Lease, Purchase or Repairs)
2. Advertising and Sales (New Building Signs related to Sponsors)
3. Custodial Supplies (Cleaning Supplies/Paper Products)
4. Event/Concert Expenses (Caution tape, Badges, Misc. supplies)
5. Hockey Ice Care (Ice Paint, Misc. Hardware, Dasher Parts)
6. Basketball Floor Care (Basketball Floor Maintenance)
7. Football Field Care (Velcro, Turf Repair)
8. Building Supplies (Light Bulbs, Paint)
9. Cleaning, Mopping and all other Janitorial Services
10. Zamboni Repairs (Repairs & propane fuel costs shared with Pepsi Ice Center)
11. Light Bulb Replacement
12. Interior Painting or Remodeling not initiated by the City
13. Concession/Kitchen/Janitorial Equipment Repair and Replacement
14. Labor for Event Changeovers and Maintenance/Repairs/HVAC Controls during an event
15. Dasher Board Repairs and Removal & Installation for events
16. Scoreboard Repairs
17. Bowl Seating Repairs/Replacement
18. Sound Equipment, Stage/Event Lighting
19. Engineering Services for Events or Modifications not initiated by the City

TYPICAL MAINTENANCE REPAIR EXAMPLES (City Owned Property & Equipment Only)

1. HVAC Inspection, Cleaning, Maintenance and Repairs
2. Plumbing repairs
3. Mechanical Equipment Repairs (Other than privately Equipment).
4. Electrical Repairs
5. Building Structural Repairs
6. Exterior Building Painting
7. Ice Plant Inspection, Maintenance & Repairs
8. Yearly Inspections and System Monitoring (Fire Alarm, Elevator, RPZ/Backflow)
9.

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EXHIBIT B
SNOW MAP

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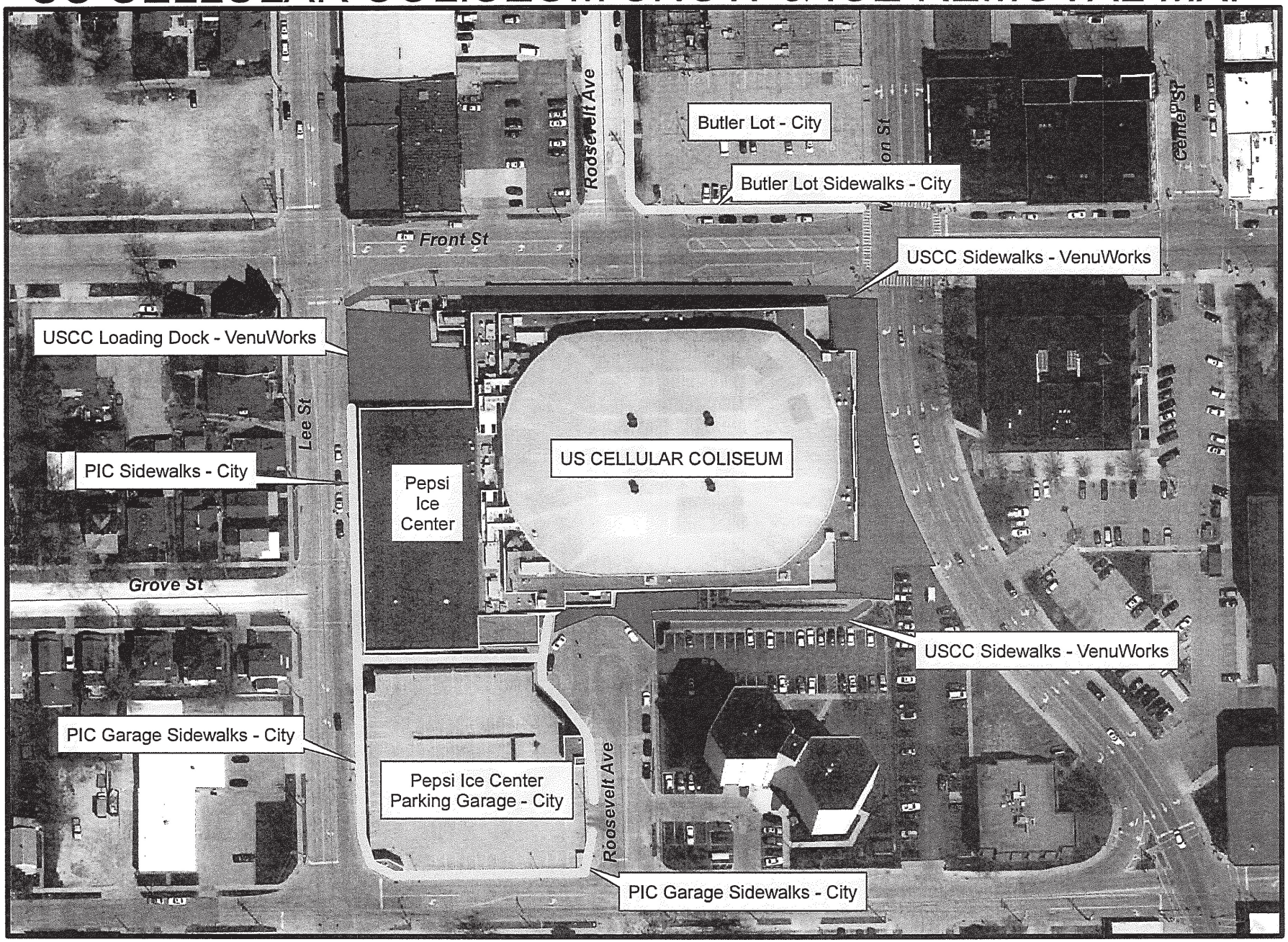
US CELLULAR COLISEUM SNOW & ICE REMOVAL MAP



Prepared by Facilities
May 16, 2016

EXHIBIT C
OPERATING EXPENSES

1. The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget. Any and all operating expenses charged to the Facility should be expended to obtain the best value, be reasonable and customary and mirror industry standards, as well as adhere to IRS guidelines. Late fees, penalties, fines incurred through VENUWORKS management of Facility funds will be at the cost of VENUWORKS. The term "Operating Expenses" shall not include expenditures related to the corporate governance of VENUWORKS or other expenses not directly related to the operation and management of the Facility. The term "Operating Expenses" shall include:

(a) on-the-job payroll cost, including wages, and severance paid to employees, and the cost of paid holidays, vacations, sick leave, employment practices liability insurance, workers' compensation and other employer paid benefits, cost of training, and payroll processing. On-the- job payroll costs should be reasonable and customary mirroring industry standards for employee paid portion of health insurance or other benefits. Benefits, such as payment for commuting and/or vehicle allowances shall not be considered an operating expense or billed to CITY.

(b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VENUWORKS is a party, or under any state or federal law or any regulations promulgated there under;

(c) cost of medical and security examination for employees on the on-the-job payroll;

(d) cost of purchasing, renting, maintaining and cleaning uniforms;

(e) cost of equipment, materials and supplies, including the cost of installation thereof;

(f) cost of insurance (excluding Crime Insurance), permits, licenses and fees (including but not

limited to liquor licenses and permits from the health department or applicable agency).

(g) cost of property, business, privilege, sales and all taxes other than taxes collected by the Facility which are required to be remitted to the appropriate agency and shall be considered a liability.

(h) cost of marketing, promotions and advertising; cost of travel to industry conferences on behalf of Facility, website domain/hosting fees;

(i) cost of necessary outside professional services, upon prior written approval by CITY;

(j) cost of commodities, (i.e. food and beverage inventories purchased for resale to the public)

(k) cost of utilities, telephone, and internet service, office supplies, and computer software/hardware;

(l) litigation expenses or other costs (including attorneys' fees) incurred by VENUWORKS in connection with any proceeding; provided however that CITY shall not be obligated to pay any such fees or costs (including attorneys' fees) unless prior to incurring any legal expense (including attorneys' fees), VENUWORKS consults with CITY, and CITY and VENUWORKS jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against VENUWORKS or CITY (concerning the Facility) or to be made by VENUWORKS or CITY. Provided further that CITY shall not be obligated to pay any such fees or costs incurred with respect to litigation matters that VENUWORKS is solely responsible for under this Agreement.

(m) cost of new or replacement equipment and the installation of that equipment as approved by CITY, provided that payment of the Capital Investment described in Section 5.4 of this Agreement shall not be considered an Operating Expense (repayment of the Capital Investment shall be considered an Operating Expense pursuant to Section 5.5.1 of this Agreement);

(n) cost of replacements of pots, pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions;

(o) cost of ordinary maintenance and repair of the Facility and the equipment, Additional Equipment and replacements thereof;

(p) cost of ordinary housekeeping of the Facility;

(q) costs of travel, lodging related to VENUWORKS corporate staff as required by the CITY or

authorized by the City Manager or designee.

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EXHIBIT D
COMMISSION EXAMPLES

FOOD & BEVERAGE SALES COMMISSION EXAMPLE:

Gross Food & Beverage Concert Event Sales	$25,000
■ *Less*: State & Local Sales, & F&B Tax (10.75%)	$2,688
■ *Less*: Rotary Club Commission	$2,000
COMMISSIONABLE FOOD & BEVERAGE SALES:	$20,312
■ Commission to VenuWorks (5%)	$1,016
Remaining Food & Beverage Sales to City	$19,296 (77%)*

*VenuWorks provides a minimum guarantee of 40%, after costs of goods sold. If costs in the above example were $5,000, the 40% guarantee would have been $8,000.

CONTRACT OBLIGATED INCOME COMMISSION EXAMPLE:

Total Advertising Sales for Plumbing Services	$50,000
■ *Less*: Fulfillment costs for plumbing services	$10,000
COMMISSIONABLE ADVERSTING SALES PLUMBING	$40,000
■ Commission to VenuWorks (5%)	$2,000
Net Advertising Sales Plumbing to City	$38,000

EXHIBIT E
VENUWORKS FINANCIAL MANUAL SECTION 4.0

14.0 FINANCIAL INFORMATION

14.2 Month End Process, Reports and Timeline

14.2.1 Monthly reporting procedures will be detailed to suit the needs of the City Manager. See Document FIN006 for detailed instructions on how to compile the required monthly corporate financial reports. See Document FIN011 for an example "Lead Sheet" which serves as the Profit & Loss for each facility.

14.1.1. All month end reports are due to the corporate office for review and approval on the 15th of the month and should include the information described below.

14.1.2. Monthly reports are due to the City on the 20th of each month, while the annual report is due within 45 calendar days of the end of the fiscal year.

14.1.3. The monthly package should include the following reports.

- 14.1.3.1. P & L Lead Sheet
- 14.1.3.2. Balance sheet
- 14.1.3.3. A-R Aging
- 14.1.3.4. A-P Aging
- 14.1.3.5. Attendance Report

14.1.4. Updated Year End forecasts are expected monthly, beginning the first month following the end of the first fiscal quarter. These forecasts are included on the Lead Sheet.

14.3. Income Statement (P&L Lead Sheet)

14.3.1. The Income Statement is the report that measures the success of the enterprise's operations for a given period of time. The business and other entities will use the Income Statement to determine profitability and to measure performance against operating benchmarks established for each fiscal year. The facility's Income Statement should be formatted based on the specific requirements of the Contract Administrator. However, a report format approved by the Chief

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Financial Officer must be submitted on a monthly basis. The following items are required:

14.3.1.1. Current Month Actual

14.3.1.2. Previous Year Month Actual

14.3.1.3. Current Month Budget

14.3.1.4. Current Year-to-Date Actual

14.3.1.5. Current Year-to-Date Budget

14.3.1.6. Annual Approved Budget

14.3.1.7. Year End Forecast

14.4. Monthly Forecasting

14.4.1. Prospective financial statements, financial forecasts, and financial projections present, to the best of the responsible party's knowledge expected financial position, operating and cash flow results. They are based on assumptions about conditions actually expected to occur and the course of action expected to be taken, given one or more hypothetical (i.e., "what if") assumptions.

14.5. Balance Sheet

14.5.1. The balance sheet provides information about the nature and amounts of investments in enterprise resources, obligations to creditors, and the fund transfer in net resources. The balance sheet provides a basis for (1) computing rates of return, (2) evaluating the capital structure of the enterprise, and (3) assessing its liquidity and financial flexibility. In order to judge enterprise risk, and assess future cash flows, one must determine enterprise liquidity and financial flexibility by analyzing the balance sheet.

14.5.2. The facility's balance sheet is classified into three areas:

14.5.2.1. Assets: Generally these are current assets that are expected to be converted into cash, sold, or consumed either within one year or within the operating cycle, whichever is longer.

The operating cycle is the average time between the acquisition of materials and supplies and the realization of cash through sales of the product for which the materials and supplies are acquired.

14.5.2.2. Liabilities: These are the obligations that are reasonably expected to be liquidated either through the use of current assets or the creation of other liabilities. (1) Payables resulting from the acquisition of goods and services; accounts payable, accrued payroll, and so on. (2) Collections received in advance for the delivery of goods or performance of services such as unearned rent, unearned signage, and unearned ticket sales.

14.5.2.3. Owners Equity: In facility management this item is generally the balance of the funds that are due to your location from a specified entity. In general, the amount of loss or gain that the facility is facing in a given year less the amount of funds transferred in from the Contract Administrator.

14.6. Reconciliations

14.6.1. Proper classification in all balance sheet accounts is essential to the year-end accounting and audits or internal reviews. These cash accounts should be reconciled each month to ensure proper allocation of expenses and revenues. Such reconciliations should be performed using Quick Books and printed out to file with month-end work papers.

14.6.2. When analyzing financial statements, both horizontal and vertical comparisons should be made.

14.6.3. Horizontal analysis involves comparison of actual results to prior fiscal periods. Vertical analysis is performed by choosing a significant item on a financial statement (i.e. Sales) as a base value, and comparing all other items to the base figure.

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14.7. Event Profit and Loss Statements

14.7.1. Event profit and loss (P&L) statements detail variable and fixed costs associated with the profitability of a specific event. This report is part of the event settlement spreadsheet and should be completed after an event settlement as soon as practically possible. This form details all areas of an event, including concessions and merchandise, as well as revenue and expenses associated with a specific event. (Refer to Event Profit & Loss Statement Procedure FIN014 and Event Profit & Loss Statement Examples FIN015.)

14.8. Yearly Audit Review of Finance Manual

14.8.1. On an annual basis, VENUWORKS Corporate Office will conduct a review of the accounting policies and procedures of Facility.

14.8.2. All concerns and comments will be communicated to the Business Manager and Executive Director upon completion of the review. A written on-site visit report will be filed with the President and the Vice President of VENUWORKS, Inc within one month of completion of the review, along with any recommendations or concerns. A written response may be required at the discretion of the Chief Financial Officer.

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EVENT FLASH REPORT

Event: **Rob Zombie**
Date: Wednesday, May 18, 2016
Time(s): 7:30pm
VENUE: US Cellular Coliseum
CITY: Bloomington
RENTAL X SELF PROMOTE CO-PROMOTE

Gross Sales	$	112,844.00
Net After Amusement Tax	$	108,503.85
Tickets Sold:		2,912
Comp Tickets:		217
Total Tickets:		3,129
Actual Attendance (Drop):		2,476

Event Revenues

Net Ticket Sales (if self promote)	$	108,503.85		
Rent:	$	-		
Box Office Fee:	$	-		
Promoter/Co-Pro Rev/(Loss)	$	-		
Suite Income	$	-		
Additional Fee Add-ons	$	-		
Suites All Inclusive Packages	$	884.00		
Box Office Fees:	$	-		
Ticketing Royalty Rebates:	$	9,033.75	*	
Facility Fee:	$	7,608.00	*Per Cap*	
Gross Parking:	$	1,680.00	*$ 0.68*	
* Net F&B	$	23,801.85	*$ 9.61*	
Reimbursed Transpiration	$	-		
Merchandise Commission:	$	5,653.04		
Maui Wowi	$	404.00		A
Service Charge Suites	$	-		
Reimbursed Amusement Tax 1%	$	1,128.44		A
Reimbursed Misc. Expenses	$	-		

Event Expenses

Artist Payment	$	85,500.00	
Taxes	$	469.56	
AEG Expense- Insurance	$	3,777.43	
Furniture Rental	$	240.00	
Ticket Printing Fee $.2	$	587.40	
Towels	$	154.79	
Ticket Office Staffing	$	92.25	
Police / Ambulance / EMT	$	1,853.02	
Operations Staff	$	599.59	
Stage Hand Staffing	$	7,949.08	
T-Shirt Security	$	1,137.64	
Runners	$	350.00	
House Staffing	$	2,110.62	
Advertising Expense	$	9,843.93	
Catering Expense	$	4,952.02	A
F&B Costs (approx. 45%)	$	10,710.83	
Lights, Truss, and Motors	$	10,750.00	
Sound	$	5,000.00	
Transportation Costs	$	20.05	
Unreimbursed Credit Card Fees	$	328.25	
Parking Lot Fees	$	1,268.00	

Event Revenues $ 158,696.93 A

Event Expenses $ 147,694.46 A

* Calculated on Ticket Fees Worksheet A -

ESTIMATED PROFIT/LOSS: $ 11,002.46 A

Executive Director Comments:

Good show; mellow crowd for active rock
Good sales for a Wednesday Night
No major issues operationally

EXECUTIVE SUMMARY
VENUWORKS PROFESSIONAL SERVICES AGREEMENT
BY JEFFREY R. JURGENS, CORPORATION COUNSEL

1. Term
   - The term is for five years from July 1, 2016 – June 30, 2021
   - City has the ability to terminate without cause after three years.
   - If terminating after three years, the City must give notice of termination by April 1, 2019.

2. Compensation
   - Monthly management fee of $9,500 ($114,000 annually)
     - Annual CPI Increases not to exceed 3%
     - Disincentive fee is established meaning if the agreed upon budget is not met, the commissions outlined below are utilized to make up the difference.
   - Commissions
     - Food & Beverage (concessions): 5%
       - 5% of gross less taxes and third-party concession providers (i.e., not-for-profit organizations)
       - Subject to audit by the City
       - VenuWorks guarantees City will receive a minimum of 40% of gross sales.
       - Commission is paid after revenues are realized and submission of proper documentation to City.
     - Contractual Income (advertising, sponsorships, etc.): 5%
       - 5% on advertising, sponsorship, pouring rights and naming right revenues.
       - No commission paid on trades, club memberships, suite sales, rentals, or sponsorships secured by third-parties.
       - Commission is paid after revenues are realized and submission of proper documentation to City.

3. Transparency
   - Event reports will be made public and posted online
     - Reports will show gross revenues, including concession sales, merchandise sales, and ticket sales for each event at the facility. Gross expenses will also be shown (artist fees redacted in some situations).
     - Monthly financial reports will also be provided and posted.
   - Coliseum budgets and plans will be made public and posted online
   - Contractual requirements to comply with FOIA and hold the City harmless

4. Capital Investments
   - VenuWorks will provide an additional $450,000 in a no-interest loan for necessary capital improvements and upgrades at the Coliseum.
     - VenuWorks is already providing a no-interest loan in the amount of $300,000 for the purchase of the concession equipment.
     - Prior to utilizing this offer, VenuWorks will provide the City Council with a proposed plan of improvements (expected this summer).

5. Oversight
   - The City Manager and/or a contract administrator are to be involved in overseeing the operation and management of the Coliseum.
   - The operations are subject to annual audit with payback provision if accounting errors over 5% are discovered.
   - Provisions prohibit VenuWorks from booking events that carry a financial risk to the City without pre-approval.
   - City is provided access to all accounts and records.

6. Operational Procedures
   - Maintenance requirements are clearly defined on Exhibit A.
   - Various operational plans are required to be provided by VenuWorks and approved by the City, including a business plan and financial manual.
   - Various memoranda of understandings are required to be developed, including MOU's on parking, utilities, interaction with the Pepsi Ice Center, and the establishment of procedures should VenuWorks' tenure managing the Coliseum come to an end.

TIMELINE FOR CONSIDERATION & APPROVAL

1. June 13, 2016 (City Council Work Session): Presentation & Overview
2. June 20, 2016 (Committee of the Whole): Additional Discussion & Questions
3. June 27, 2016 (City Council Regular Meeting): City Council Consideration & Action

VenuWorks Proposed Facility Management Agreement

General Overview & Presentation
Jeffrey R. Jurgens, Corporation Counsel

VenuWorks Proposed Facility Management Agreement Where is the Draft?

www.cityblm.org

VenuWorks Proposed Facility Management Agreement Who Was Involved?

- David Hales
- Steve Rasmussen
- Jeff Jurgens
- Greg Moredock
- Leslie Yocum
- Patti-Lynn Silva
- Paulette Hurd
- Jay Tezloff
- Eric Veal
- Russ Waller
- Bronner Group

VenuWorks Proposed Facility Management Agreement Contract Highlights

- Compensation
  - $9,500 monthly management fee
    - Disincentive fee
    - CPI Increase limited to 3%
  - Commissions
    - 5% on gross on concessions
    - 5% on contract revenues like sponsorships and advertising
      - No commissions on suite sales, memberships, etc.

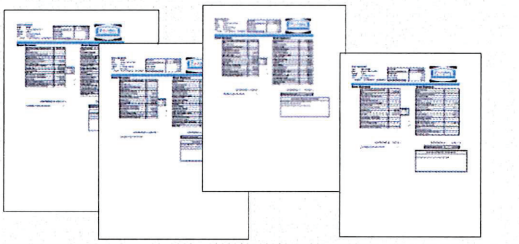
VenuWorks Proposed Facility Management Agreement Contract Highlights

Concession Concert Event Sales	$25,000
– Less state and local taxes (10.75%)	– $2,688
– Less not-for-profit commission	– $2,000
Commissionable Food to VenuWorks	$20,312
Commission to VenuWorks	– $1,016
Cost of food and beverage	– $5,000
Remaining sales/revenues to City	$14,296

VenuWorks Proposed Facility Management Agreement Contract Highlights

- Term
  - July 1, 2016 – June 30, 2021
    - Right to terminate after3 years
- Oversight
- Capital Improvements
- Transparency
- Focus

VenuWorks Proposed Facility Management Agreement Event Reports



VenuWorks Proposed Facility Management Agreement Next Steps

- June 20, 2016 – Further discussion at the Committee of the Whole
- June 27, 2016 – Consideration & Action by the City Council at the Council Meeting.

AGREEMENT FOR
PROFESSIONAL MANAGEMENT SERVICES

This Agreement is made the 1st day of July, 2016, by and between The City of Bloomington, IL, an Illinois municipality, with offices at 109 East Olive Street, Bloomington, IL 61701, hereinafter referred to as "CITY", and VENUWORKS of Bloomington, LLC, with offices at 4611 Mortensen Road, Ames, IA 50014, herein after called "VENUWORKS".

RECITALS

WHEREAS, CITY is the Owner of a place of public gathering currently known as the US Cellular Coliseum, located at 101 S. Madison Street in Bloomington, Illinois, consisting of a multi-purpose arena used for sports and entertainment events, (hereinafter referred to as the "Facility"); and

WHEREAS, VENUWORKS is in the business of providing management, programming, operations, food/beverage and marketing services to similar facilities, and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, VENUWORKS is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to VENUWORKS by VWI in the completion of VENUWORKS' responsibilities as defined herein, and;

WHEREAS, the parties entered into a ninety-day contract for professional services effective March 28th, 2016, The Contract for Professional Services, as amended by The First Amendment, dated April 11, 2016, and The Second Amendment, dated April 25, 2016, under which VENUWORKS is currently performing, as an independent contractor for CITY, certain professional services relating to the transition of the management of the Facility to long-term management by VENUWORKS, which Contract and Amendments, and the Scope of Services attached thereto, are hereby incorporated into this Agreement; and,

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WHEREAS, CITY is desirous of having VENUWORKS provide said management, programming, operations, food/beverage and marketing services, and VENUWORKS desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE
RETENTION OF VENUWORKS

CITY hereby retains VENUWORKS as an independent contractor, except in those instances where VENUWORKS is designated to serve as an agent for the CITY, for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, VENUWORKS agrees to provide these services in accordance with this Agreement, and consistent with policies approved by CITY. VENUWORKS agrees to use its best efforts to maximize revenues from use of the Facility, including, without limitation, marketing and sales and event production and promotion and otherwise managing the Facility in accordance with this Agreement. In providing these services VENUWORKS shall manage the Facility in accordance with sound business practices and industry standards.

The parties to this Afgreement acknowledge that the CITY will retain title and ownership of the Facility and that VENUWORKS will not acquire title to, any security interest in, or any rights of any kind in or to the Facility (or any income, receipts, proceeds or revenues there from).

ARTICLE 2
COMMENCEMENT DATE AND TERM

This Agreement shall be for a term of five (5) years, commencing on July 1, 2016, (the "Commencement Date") and expiring on June 30, 2021. The Agreement may be extended for a five-year renewal period by mutual agreement of the Parties, unless terminated earlier as set forth herein. This Agreement may be terminated, without cause, after three years by the CITY by providing VENUWORKS with notice of such termination by April 1, 2019.

ARTICLE 3

MANAGEMENT AGREEMENT

3.1 Provision of Services. During the term and any renewal term of this Agreement, VENUWORKS shall provide the services set forth in this Article 3.

3.2 Grant to VENUWORKS. During the term of this Agreement, CITY grants to VENUWORKS the exclusive right to manage, market, promote, operate and maintain (as set forth in Exhibit A) the Facility, and the exclusive right to provide food and beverage sales, sponsorship sales, and display advertising sales inside and on the exterior of the Facility.

3.3 VENUWORKS' Responsibilities. Beginning on the Commencement Date, and continuing through the term of the Agreement, VENUWORKS shall assume management responsibilities as set forth below. Where VENUWORKS is required to direct or arrange for services or materials, VENUWORKS shall employ all qualified persons performing such services or shall contract with a third party for the performance of such services.

3.3.1 Marketing and Promotion. VENUWORKS shall direct all marketing activities which shall be undertaken pursuant to industry standard so as to maximize the use of the Facility by all persons, including independent promoters and Affiliates of VENUWORKS so as to provide maximum Revenue, as defined in Paragraph 3.3.14 below for the Facility and accessibility for the community to the Facility. VENUWORKS shall be responsible for ensuring that appropriate events are booked at the Facility and that suitable media coverage is obtained and VENUWORKS shall coordinate such efforts with CITY. In furtherance of this Section 3.3.1, VENUWORKS shall develop a marketing plan on an annual basis which shall be reviewed and approved by the City Manager.

3.3.2 Scheduling. VENUWORKS shall develop and maintain schedules for events held at the Facility and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Facility so as to provide maximum Revenue for the Facility and accessibility for the community to the Facility. VENUWORKS shall use an event rental agreement acceptable in form to the City Manager or his or her designee. The parties understand and agree that VENUWORKS shall be empowered to negotiate event agreements as CITY'S agent, subject to the City Manager's reasonable approval. No contract or agreement may extend the term of this Agreement without the written approval of the

City Manager and including terms within such agreement or contract that make it assignable to the CITY upon request by the City Manager. VENUWORKS may deviate from standard rental rates when such negotiation is deemed by both CITY and VENUWORKS to be in the best interests of the Facility. VENUWORKS shall submit detailed revenue and expense projections for each Event at the Facility to the City Manager, or his or her designee, prior to finalizing the Event and shall obtain the written pre-approval of the City Manager for any Event projected to be a loss. Final event settlements shall be linked back to the projections set forth above and any significant deviations shall be explained in narrative form by VENUWORKS.

3.3.3 Food & Beverage / Merchandise. VENUWORKS shall be responsible for providing the food & beverage services at the Facility and shall not assign such responsibility without the prior written approval by resolution of the City Council. The manager for the catering and concessions will be accountable to VENUWORKS' Facility Executive Director (or his/her designee) for meeting service, quality and financial standards (including the submission of financial statements and budgets) set by the City Manager and keeping concession related equipment in good working order. A complete auditing and accounting of food and beverage sales, as well as any merchandise sales, including sales by cash, check and credit card, as well as all expenses associated with the sale or provision of food and beverage or merchandise, shall be made available to the City Manager within ten calendar days after each event is held at the Facility. The term "merchandise" as used in this Agreement shall mean any novelty, music, clothing, jewelry or non-consumable item sold at an event at the Facility. The Facility, and all equipment therein, shall not be used by VENUWORKS to provide food and beverage services or merchandise sales except for events held at the Facility.

3.3.4 Facility Maintenance. VENUWORKS will be responsible for the performance of all facilities maintenance work as set forth in Exhibit A.

3.3.5 Custodial and Cleaning Services. VENUWORKS shall provide or cause to be provided all routine cleaning and janitorial services at the Facility, and keep the Facility clean and in a presentable manner, including an annual deep clean of the Facility.

3.3.6 Pest Control. VENUWORKS shall direct all necessary pest control services, whether performed by VENUWORKS or a pest control service engaged by VENUWORKS.

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3.3.7 Snow & Ice Removal. VENUWORKS shall direct all snow and ice removal services on the pathways and sidewalks adjacent to the Facility as identified on Exhibit B.

3.3.8 Trash Removal. VENUWORKS shall direct removal of all trash from the Facility and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings on the Facility, except in designated trash containers, the location of which shall be approved by CITY.

3.3.9 Operational Services VENUWORKS shall direct all services required to stage (set up and tear down) the Facility for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. VENUWORKS shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Facility, including but not limited to, ticket taking, novelty sales, program distributions and assistance to patrons generally, including the handicapped.

3.3.10 Ticket Sales. VENUWORKS shall direct all aspects of ticket sales for events and activities including computerized tickets, utilizing its national contract with Ticketmaster (or another vendor that might be selected at some time in the future in compliance with this Agreement) to provide state of the art equipment and software to the at no cost to the CITY. VENUWORKS will also provide total access to Ticketmaster's digital marketing support. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Facility, cash, check, and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within ten calendar days after each event is held. The CITY will receive 100% of the negotiated ticket contract customer convenience fee share as negotiated by VENUWORKS both now and over the life of this contract. CITY will receive 100% of any facility, parking or other fees charged per ticket. VENUWORKS agrees that the use of comp tickets (i.e., the provision of free admission to an event or providing a ticket with no charge, gratis) is discouraged and any such use shall only be done in accordance with industry standards. At the discretion of the City Manager, a memorandum of understanding may be required on the use of comp tickets.

3.3.11 Security. The following provisions on security shall apply:

(a) VENUWORKS shall arrange for proper security for all events at the Facility and for general security when events are not in progress. Such security may be provided by VENUWORKS or by a third party contractor. Should VENUWORKS decide to hire 'off-duty' police officers from the Bloomington Police Department (BPD), the BPD and VENUWORKS shall mutually agree on the number of officers hired. Upon request to VENUWORKS, CITY shall have the right to review any and all security plans at the Facility.

(b) VENUWORKS shall also logistically plan for all events including, but not limited to, arranging on-call emergency medical staff, providing resources to attendees waiting in extreme temperatures, etc. VENUWORKS shall review and coordinate crowd management and traffic control with appropriate local authorities.

(c) VENUWORKS recognizes that the CITY owns all video surveillance systems located within the Facility. VENUWORKS agrees in advance to not withhold or tamper with the CITY'S ability to obtain video footage for security or safety purposes. One of VENUWORKS' main priorities shall be to host safe events.

(d) VENUWORKS shall defend, hold CITY harmless and indemnify CITY from any claims associated with the provision of such security.

3.3.12 Licenses and Permits. VENUWORKS shall obtain and maintain all licenses and permits necessary for management and operation of the Facility, subject to any and all applicable procedures for the granting of such licenses and permits, except for those related to the operation of the boilers, elevators and fire alarms at the Facility, which will be the responsibility of CITY.

3.3.13 Revenues; Bank Accounts and Payment of Operating Expenses. In addition to the requirements set forth in this Agreement, VENUWORKS and the City Manager shall develop and approve a Financial Operations Manual that shall govern the financial and accounting practices and standards for operation of the Facility. VENUWORKS shall be responsible for the collection, safeguarding and depositing of all Revenues and payments of all Operating Expenses, as defined in Exhibit C, including payment and remittance of applicable taxes, meaning all taxes that are charged and collected by the Facility as required by federal, state and local law (e.g., amusement tax, sales tax, employment taxes, etc.). Any operating

expenditures greater than $25,000, excluding event expenses, will be subject to City's procurement policy and municipal code. As used herein, "Revenue" is defined as the total amount received by VENUWORKS or any other person or entity operating on VENUWORKS' behalf, directly or indirectly arising out of or connected with and on behalf of the Facility, including without limitation, transactions for cash, check, money order, wire, ach, credit and credit card sales. VENUWORKS, in cooperation with CITY, shall establish two separate commercial bank accounts. These accounts shall be in the name of VENUWORKS and utilize VENUWORKS' federal identification number. Signatories shall include those individuals as deemed appropriate by VENUWORKS and CITY. The names of the commercial accounts shall be the Operating Account and the Box Office Account. Revenues from the sale of tickets to events at the Facility shall be deposited by VENUWORKS into the Box Office Account. After payment from such ticket sales receipts of all event-related expenses, and within three working calendar days after the end of the event, VENUWORKS shall transfer the remaining event ticket sales receipts to the Operating Account.

All other Revenues generated by use of the Facility and collected by VENUWORKS shall be deposited in the Operating Account. VENUWORKS is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due the performer or promoter as per contracts with them, and to pay budgeted Operating Expenses from the Operating Account. From time to time, VENUWORKS may, with CITY written approval by the City Manager, transfer funds from the Box Office Account to the Operating Account to accommodate cash flow needs of the Facility. CITY shall be authorized at any time to obtain information and records from the bank concerning such accounts and to inspect the same. It shall be an Event of Default, as defined in Section 7.5 of this Agreement, entitling CITY to terminate this Agreement, if VENUWORKS withdraws any money from the Operating Account or the Box Office Account except in accordance with this Agreement or fails to deposit all revenues in the proper accounts or misuses public funds as outlined by applicable laws.

3.3.14 Petty Cash and Change Funds: Petty cash and change funds may be utilized in accordance with written procedures agreed to by VENUWORKS and the City Manager. VENUWORKS and CITY agree that any and all petty cash and change funds shall belong to

CITY. These funds will be returned to CITY at the end of the Term of this Agreement.

3.3.15 Cash Discrepancies: VENUWORKS will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points. Net cash overages at one cashier may not be applied to cash shortages at another cashier.

3.3.16 Staffing: VENUWORKS shall be responsible for supervision and direction of all VENUWORKS personnel staffing at the Facility. All Facility staff will be in the employment of VENUWORKS. All reasonable and customary expenses associated with the employment of staff will be considered operating expenses of the Facility. Pre-employment and relocation expenses and severance packages must be pre-approved by the City Manager. The City Manager, and his/her designees, shall have the right to participate in the recruitment, interviewing and hiring of the Executive Director of the Facility, including the creation of a recruiting task force to work with VENUWORKS in the hiring process. The City Manager shall have the right to approve the selection of the Executive Director and Finance Director of the Facility. VENUWORKS shall work in good faith with the City Manager if any issues arise with the personnel of VENUWORKS. The total annual amount of salaries and all staff related benefits paid by CITY shall be made public and available for inspection. VENUWORKS' operating expenses that are considered proprietary shall only be open to public inspection to the same degree as any other vendor or subcontractor providing services to the CITY or as may be ordered by a court or the Public Access Counselor. However, individual salaries and pay rates for VENUWORKS staff shall not be divulged except as may be ordered by a court or the Public Access Counselor and, upon a request for such information, VENUWORKS shall be solely responsible for defending any refusal to release such information. Nothing herein shall prohibit the City Manager from assigning City staff to do work at the Facility.

3.3.17 Additional Duties. VENUWORKS shall also be required to provide, on a timely basis, ad-hoc information, data, and solutions to issues as may be reasonably requested by CITY, together with such other services consistent herewith as CITY may reasonably require.

3.3.18 Use of CITY Equipment, Furniture, and Fixtures. VENUWORKS will use equipment, furniture and fixtures at the Facility in performance of its obligations hereunder. CITY and VENUWORKS will conduct an inventory of Facility equipment, furniture and fixtures to be used by VENUWORKS during this Agreement. Any City-owned equipment, furniture and

fixtures, to include any concession equipment, disposed of by VENUWORKS shall be done in accordance with the Bloomington City Code. All equipment, furniture and fixtures, or other expense greater than $5,000 or having a useful life of more than one year will be considered a capital asset and will be tracked and accounted for by Governmental Accounting Standards Board (GASB) and subject to the annual inventory.

3.4 Written Powers Reserved to CITY. The City Manager shall have right of prior written approval in connection with the following:

(a) The Annual Budget, Marketing and Business Plan;

(b) Any expenditure for personnel or expenses in excess of those specified budget items that would increase the total approved VENUWORKS' budget amount; and

(c) Any booking of events involving risk of CITY funds.

3.5 Relationship of Parties. VENUWORKS is an independent contractor of CITY and shall not be deemed to be an employee, joint venturer, agent, or partner of CITY except for those matters which are specifically addressed in this Agreement.

3.6 Business Plan. Within thirty calendar days after the date of this Agreement, VENUWORKS shall submit to CITY a complete business plan for the fiscal year ending April 30, 2017 (the "Business Plan") to be adopted by CITY and followed by VENUWORKS. The Business Plan shall be subject to the prior written approval of the City Manager. The Business Plan shall be a marketing plan and a projection of detailed Revenues and Operating Expenses for the fiscal year and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. VENUWORKS shall submit a Business Plan on an annual basis and shall deliver the same to the City Manager simultaneously with the delivery of the Annual Budget. The Business Plan shall in no way become a performance obligation for either CITY or VENUWORKS but serve as a management blueprint to monitor VENUWORKS' performance.

3.7 Relationship with CITY: VENUWORKS shall provide all of its Management Services in a manner which shall ensure full compliance with all CITY requirements and industry standards, as well as in compliance with all local, state and federal laws and regulations.

3.8 Memoranda of Understandings. The City Manager and VENUWORKS may enter into

Memoranda of Understanding (MOU) to address operational and management issues on the following subjects: (1) Facility parking; (2) utility payments; (3) operations and interactions involving the facility currently known as the Pepsi Ice Center, located at 201 S. Roosevelt in Bloomington; (4) the ability of other City facilities to utilize the VENUWORKS' national ticketing agreement; (5) control, maintenance and operation of the Zambonis or other shared equipment; and (6) operational issues related to the end of VENUWORKS' tenure operating the Facility, including booking events and/or entering into agreement past the date of term of this or future agreements . Additional MOU's may be executed between VENUWORKS and the City Manager to address operational and management issues that do not counter the material terms of this Agreement.

ARTICLE 4

ANNUAL BUDGET

4.1 Delivery of Budget On a date to be determined by the City Manager each year during the term, VENUWORKS shall submit to the City Manager a proposed annual operating and capital budget for the ensuing year, and if feasible for four future years, detailing all projected Revenues and Operating Expenses by line item, summed by category, and broken down by month, with written explanations and assumptions for each Revenue and Operating Expense line item. The proposed annual operating budget shall include a proposed rent structure for events proposed to take place in the Facility for the ensuing year.

4.2 Review of Budget. The proposed annual operating and capital budget shall be reviewed by the City Manager in accordance with CITY'S budget development schedule. Upon approval by the City Manager, the proposed annual operating and capital budget shall become the final annual budget (the "Annual Budget") for the year. If the City Manager objects to the proposed annual operating and capital budget or any part thereof, VENUWORKS shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith.

4.3 Revision of Annual Budget. VENUWORKS and the City Manager may revise the Annual Operating and Capital Budget at any time by mutual written agreement. Nothing herein, however, shall limit the City Manager's ability to lower the Annual Budget in the event of an economic downturn or to meet the financial needs of the City.

4.4 Certified Statements. VENUWORKS shall deliver to the City Manager, within twenty calendar days after the end of each calendar month and within forty-five calendar days after the end of each fiscal year, a true and correct statement, certified as true and correct by VENUWORKS' Facility Executive Director, of all Revenues and Operating Expenses of the preceding calendar month and fiscal year, together with any reasonable supporting documentation requested by CITY. The statements shall also include a written explanation by VENUWORKS on any negative budget variances. VENUWORKS shall provide an accounting of each event held at the Facility in said monthly reports for the preceding calendar month. With the exception of artist fees that are considered proprietary information it is acknowledged and agreed said certified statements shall be made public and open for public inspection. The certified statements package will include all detailed reports as described in the VENUWORKS Finance Manual section 14.0 financial statements and listed in Exhibit E of this Agreement.

ARTICLE 5

THE MANAGEMENT FEES

5.1 Base Management Fee. For the period beginning with the Commencement Date, and continuing through year one of the Agreement, CITY shall pay VENUWORKS a base management fee of $9,500 per month ($114,000 annually). In subsequent years, the base fee amount shall be increased by a percentage equal to the increase in the Consumer Price Index for the previous year. For clarification, the Consumer Price Index shall be defined as the percentage change in the CPI U index for the Midwest urban Size B/C (50,000 to 1,50,000 population) area as published by the US Bureau of Labor Statistics for the preceding 12 months. In no event, however, shall the increase exceed 3% in a given year. Should the CPI U index have a negative growth rate, base management fees will not increase and will remain the same a s the prior contract year. Payments for Base Management Fees will be due to VENUWORKS by the 30th day of the month in which the management fee is earned and in accordance with Section 6.2.

5.2 Variable Management Fee: CITY shall pay to VENUWORKS a Variable Management Fee, over and above the Base Management Fee, equal to;

- 5% of Gross Food & Beverage (F&B) Sales, less taxes and commissions paid to third party concession providers and non-profit organizations. For clarification, Gross F&B Sales will include all food, concessions, beer, liquor, wine, non-alcoholic beverages, and service

charges and gratuities charged at the arena. Examples of this commission are set forth in Exhibit D. The commissions paid hereunder, and all supporting documentation, shall be subject to audit by City. City will receive the remaining net food & beverage sales guaranteed by VENUWORKS to be a minimum of 40% of gross food & beverage sales after cost of goods sold, meaning cost of supplies, food, condiments and other non-payroll, non-overhead related costs of providing food and beverage concessions.

- 5% of Gross Sales from Contractually Obligated Income (COI) streams secured by VENUWORKS, including Advertising, Sponsorship, Pouring Rights, and Naming Rights Revenues. "Gross Sales" will exclude any expenditure required in exchange for COI or any fulfillment costs. The City Manager shall have the right to review and approve the pricing associated with contracts under this provision. VENUWORKS will not collect a COI commission on existing contracts or on contracts where the previous Facility manager has been paid or is owed a commission, but will collect a commission on other new contracts and renewal contracts secured on or after July 1, 2016. No commission shall be paid on trades, club memberships, suite sales, rentals, or sponsorships secured by third-parties. The commissions paid hereunder, and all supporting documentation, shall be subject to audit by the City.
- In no event shall a dual commission ever be paid.
- Examples of the Variable Management Fee are set forth in Exhibit D.

The Variable Management Fee will be due to VENUWORKS by the 30th day of the month following the month in which it was invoiced to City and only after the Revenues were realized. VENUWORKS, as part of the invoicing process, shall also provide documentation supporting the payment of the Variable Management Fee.

5.3 Disincentive Fee: CITY and VENUWORKS will work to establish a mutually agreeable Annual Budget for each fiscal year of the contract term. The first fiscal year will be a "stub-year" beginning on July 1, 2016 and ending on April 30, 2017. The second fiscal year, and all subsequent years will begin on May 1st and end on April 30th. The proposed annual budget shall be reviewed by CITY in accordance with CITY'S budget development schedule. Upon final approval by CITY, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the year. For the fiscal year beginning May 1, 2017 and all subsequent fiscal years, VENUWORKS will be

subject to a disincentive fee as described herein. Should VENUWORKS fail to meet the budgetary target for a given fiscal year, it shall refund the shortfall up to the amount of the total Variable Management Fee as defined above. For clarification, the budgetary target will be defined as the Net Ordinary Income/Loss prior to debt service, depreciation, amortization, interest expense, and budgeted operating subsidy, meaning funding that is provided to the Facility from a funding source not derived from use of the Facility. If the budgetary target is agreed upon to be a profit of $100,000 and the actual operating profit is only $50,000 VENUWORKS will refund to CITY the amount of the budgetary shortfall ($50,000) or the total of the Variable Management Fees earned for the fiscal year, whichever is less.

5.4 Capital Investment:

A. The Parties acknowledge that VENUWORKS has made an investment of $299,999, in the form of an interest free loan to CITY, for the purpose of purchasing food and beverage equipment, and other equipment, furniture and fixtures in the Facility, from the company that previously managed the Facility, consistent with The First Amendment to The Contract for Professional Services of this investment. CITY is obligated to repay VENUWORKS for the equipment purchased, in the amount of $299,999, over the life of this Agreement in equal monthly installments, as described more fully in Section 5.5 of this Agreement, and to pay the entire remaining unamortized balance in the event VENUWORKS ceases being the management company for the Facility prior to payment in full.

B. VENUWORKS may, at the CITY'S discretion, make a second capital investment in the form of an interest free loan not to exceed Four Hundred and Fifty Thousand Dollars ($450,000), for the purchase of equipment, furniture and fixtures for the Facility. Specific items to be purchased with funds from VENUWORKS will be determined to the mutual satisfaction of both VENUWORKS and CITY. Items to be purchased may include, but will not be limited to, equipment for concessions stands and portable food carts, operations-oriented furniture, fixtures, and equipment (FF&E), and other tools and small equipment to improve the functionality and physical appearance of the arena. For the second capital investment, VENUWORKS shall be repaid in a manner similar to the initial capital investment described herein.

5.5 REPAYMENT OF LOAN. CITY will repay VENUWORKS for the actual principal investment amount over the course of the five-year term in sixty equal monthly payments as described below;

5.5.1 The amortized repayment of the combined principal of the two investments shall be an Operating Expense to the Facility as defined in the Annual Budget. However, it will not be counted as an expense to the budgetary target for calculating the VENUWORKS Disincentive Fee as defined above. In the event the management agreement with VENUWORKS is terminated for any reason prior to the end of the initial five-year term, the unpaid amount of the interest free loan shall become due within 30 days and payable to VENUWORKS.

5.5.2 The parties recognize the equipment purchased through the Capital Investment will serve as collateral towards the loan, and the parties will execute a separate promissory note for the principal of the loan which will be an Exhibit to the this Agreement.

5.5.3 If VENUWORKS and CITY renew their contract or negotiate in a separate MOU for a longer time period for repayment, then the outstanding principal can be amortized on a straight line basis over the life of the contract or agreement.

5.6 Title to Equipment. Title of any and all equipment purchased with VENUWORKS' capital investment, described above shall vest solely with VENUWORKS. Upon CITY'S repayment in full of the capital investment, ownership of said equipment will be transferred to the CITY free and clear of any liens or security interests. CITY may likewise file any and all applicable legal documents to protect its interest in the equipment. Beyond its security interest for the equipment loan, VENUWORKS shall not allow any other liens to be placed on the equipment or otherwise allow it to be encumbered. VENUWORKS likewise shall not remove any of the titled equipment from the Facility or any other equipment, furniture and fixtures without the written approval of the City Manager.

ARTICLE 6

PAYMENT OF MANAGEMENT FEES AND OPERATING EXPENSES

6.1 Deposit of Funds. The City Manager or designee will review Facility cash flows on a regular basis and work with VENUWORKS to establish protocols to ensure proper funding based on mutually agreed cash flow projections. VENUWORKS will mitigate cash shortages by timing key COI revenues or other cash flows during summer or slow event months. During the stub year, CITY will establish a cash reserve to accommodate the summer months and legacy contract obligations. VENUWORKS and CITY will work together on all future years to establish appropriate uses of any positive reserve balances. VENUWORKS shall not be required to, and shall not, pay for or advance any of its own funds to pay for any Operating Expenses.

6.2 Management Fees. VENUWORKS will invoice the Facility directly for management fees payable with respect to the current calendar month and Facility will pay VENUWORKS invoice within thirty calendar days.

6.3 Insufficient Funds. Cash shortfalls will be known well in advance through VENUWORKS' detailed projections and will be monitored and discussed monthly. Budgeted cash short falls will be funded in comparison to actuals after each monthly review. Cash shortfalls created by unforeseen circumstances will be discussed with the City Manager or designee in a timely manner and will be funded through a City Budget amendment if reserve balances are depleted.

6.4 Monthly Meetings. Representatives of VENUWORKS' on-site management and the City Manager or designee shall meet at least once each month to review revenues and operating expenses for the prior calendar month, the certified monthly reports package and discuss cash flows through year end. VENUWORKS corporate representatives shall be available to meet with the City Manager as requested, but no less than semi-annually to monitor performance and discuss operations.

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GENERAL TERMS AND CONDITIONS

7.1 Representation of CITY. CITY hereby represents and warrants to VENUWORKS, as an inducement to VENUWORKS entering into this Agreement; (1) that it is CITY'S intent that the Facility will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices, and (2) that CITY possesses the resources and financial capabilities to ensure the on-going financial support of the Facility operation.

7.2 Representation of VENUWORKS. VENUWORKS hereby represents and warrants to CITY on its own behalf and on behalf of its shareholders, officers, directors and employees, that VENUWORKS is fully capable of providing services as outlined in this Agreement.

7.3 Standard of Operation. VENUWORKS represents and warrants to CITY that it shall maintain an efficient and high quality operation at the Facility comparable to other similar facilities and containing facilities similar to those of the Facility.

7.4 Accounting Records, Reports and Practices.

7.4.1 Maintain Records. VENUWORKS shall maintain accounting records relating to the Facility using accounting practices in accordance with generally accepted accounting principles consistently applied and the State of Illinois records retention statutes.

7.4.2 Internal Financial Controls. VENUWORKS shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to CITY. The validity of internal controls will be tested each year as part of the annual financial statement audit. Audit comments, recommendations, and feedback will be incorporated into VENUWORKS' procedures and practices involving the Facility.

7.4.3 CITY Access. CITY shall have unlimited access to all accounting records and supporting documentation of VENUWORKS relating to the Facility during the term and any renewal term of this Agreement and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner.

7.4.4. Audit. CITY has the right to hire a third-party CPA firm to perform the annual financial statement audit, contract compliance audits, as well as any audit of related accounts, funds, or commissions paid under this Agreement. The Facility shall be

responsible for the costs of any such audits; however, VENUWORKS shall be responsible for the costs of any audits or investigations that discovers an accounting error that exceeds 5% of the total revenues.

7.4.5 Transparency / FOIA Requests. VENUWORKS shall provide an Event Report that reports on event gross revenues, including concession sales, merchandise sales, and ticket sales for each event at the Facility. Such reports shall be public and available no later than 10 calendar days after the event. VENUWORKS shall also provide a report to the City Manager, or his or her designee, within three (3) calendar days of the event that provides a preliminary report on the gross revenues and expenses. Although this report is preliminary, VENUWORKS acknowledges and agrees this report may be made publicly available, although artist fees which are proprietary shall be redacted. In the event that CITY is served with a FOIA request, discovery request in litigation, or subpoena requesting information related to management of the Facility, CITY shall give timely notice to VENUWORKS as soon as possible and within the time parameters required for response. Upon receiving notice, VENUWORKS shall provide all responsive information to CITY, and the CITY'S FOIA officer shall, in his/her sole discretion, determine what information, if any, shall be disclosed, except for salary information as set forth in Section 3.3.16. In the event VENUWORKS receives a FOIA request, VENUWORKS shall immediately contact CITY and provide such request to CITY forthwith. VENUWORKS shall indemnify, defend, and hold harmless CITY for VENUWORKS' failure to provide the required documents. Nothing herein shall contemplate or require VENUWORKS to publicly release its private confidential and proprietary corporate information that does not relate to the management of the Facility.

7.4.6. Guest Satisfaction. VENUWORKS shall track guest satisfaction at the Facility in a manner agreed to by the City Manager. VENUWORKS acknowledges that guest satisfaction is key to running a successful venue and agrees to address any deficiencies in service that arise.

7.5 Default, Right to Cure. It shall be an event of default ("Event of Default") hereunder if either party hereto:

(i) fails to pay or deposit sums due by one party to the other within seven calendar days after written notice by the other of such failure, or (ii) fails to perform or comply with any other obligation of such party hereunder within thirty calendar days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured

within thirty calendar days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten calendar days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety calendar days after the effective date of notice.

7.6 Jurisdiction. The parties submit to the jurisdiction of the state courts of the State of Illinois sitting in McLean County with respect to any claim or proceeding arising out of or related to this Agreement.

7.7 Insurance.

7.7.1 Employment Matters. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, re-employment, workers' compensation or other employment taxes or contributions of insurance, all of which shall be considered operating expenses of the Facility, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. VENUWORKS shall defend, indemnify and hold harmless CITY from all costs, expenses, claims or damages resulting from any failure of VENUWORKS to comply with this Section.

7.7.2 Insurance Requirements:

7.7.2.1 Workers Compensation Insurance: VENUWORKS shall purchase and maintain during this Agreement, workers' compensation insurance in accordance with Illinois statutory requirements and employers liability insurance with limits of not less than $500,000 per accident and per employee for bodily injury.

7.7.2.2 General Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement, commercial general liability insurance including liquor liability insurance on a per occurrence basis with limits of liability not less than $3,000,000 per occurrence / $5,000,000 in aggregate for Bodily Injury, Personal Injury, and Property Damage. Policy coverage shall include Premises and Operations, Products and Completed Operations, less inclusive and no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG 00 01 96) with standard Bodily Injury and Property Damage exclusions, and standard Personal and Advertising Injury exclusions. Any additional exclusion shall be clearly identified on the Certificate of Insurance and shall be subject to the approval of CITY and VENUWORKS. The

insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

7.7.2.3 Automobile Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement, automobile liability insurance on a per occurrence basis with a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this contract by VENUWORKS or its employees. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

7.7.2.4 Umbrella and Excess Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than $5,000,000 per occurrence / $5,000,000 in aggregate. Any umbrella and excess insurance shall be written on a per occurrence basis on a pay on behalf form providing the same coverage and endorsements required of the primary policies.

7.7.2.5 Property Insurance: CITY will maintain property insurance coverage on the Facility itself. VENUWORKS shall assume all risks for loss of or damage to its own property at the Facility and VENUWORKS may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

7.7.2.6 Subcontractors: VENUWORKS shall require all its subcontractors who perform work and / or services under this Agreement to meet appropriate insurance requirements as reasonably required by CITY

7.7.2.7 Deductibles and Self-Insured Retention: Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and shall be subject to the approval of CITY.

7.7.2.8 Reserved:

7.7.2.9 Proof of Insurance: VENUWORKS shall furnish CITY with Certificates of Insurance and a copy of the policies if requested by CITY. The name of the project or contract shall be listed on the certificates of insurance along with any deductible or self-insured retention. Before commencing any performance under this Contract, VENUWORKS shall deliver all the

Certificates of Insurance to CITY certifying that the policies stipulated above are in full force and effect. All insurance shall remain in effect during the life of the contract.

7.7.3 Insurance Cancellation or Material Change Notice: The certificates of insurance shall state that the insurance company will provide thirty calendar days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the CITY, via certified mail within thirty calendar days and will notify CITY informally as soon as feasible.

7.7.4 Reserved

7.7.5 Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate for obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

7.7.6 Releases: VENUWORKS and CITY expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operation at the Facility caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by VENUWORKS and CITY shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any party prior to the occurrence of a loss.

7.7.7 Crime Insurance. During the term of this Agreement, VENUWORKS shall maintain Crime Insurance, with an insurer acceptable to CITY (such acceptance by CITY not to be unreasonably withheld or delayed), providing at least the following coverage in at least the amounts set forth below for each coverage:

(a) Employee Dishonesty: $500,000;

(b) Depositor's Forgery: $500,000;

(c) Money & Securities: $500,000 (each, "Inside" and "Outside")

(d) Computer Theft: $500,000;

(e) Wire Transfer Fraud: $500,000;

provided, however, that if such coverages are provided on a "blanket" limit basis, a blanket limit of $500,000 shall be considered to be sufficient and in compliance with this provision. The policy shall

include an endorsement providing that any "employee" of VENUWORKS shall not be deemed to also be an "employee" of CITY for purposes of the coverage afforded under the Employee Dishonesty coverage part.

CITY shall be both a Loss Payee (as its interests may appear) and an Additional Insured under such policy, which policy shall be written to apply to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by VENUWORKS or CITY under any other similar agreements or otherwise.

7.7.8 Insurance Cost: Except for the Crime Insurance set forth in Section 7.7.7 which shall be borne directly by VENUWORKS, the cost of providing insurance hereunder shall be an Operating Expense, regardless of which party procures the coverage.

7.7.9 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

7.7.10 Named Insured Parties. Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall list both VENUWORKS and CITY as named insureds.

7.8 Hold Harmless. VENUWORKS shall indemnify, defend and save harmless CITY, its officers, directors, employees, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions, as well as its willful or wanton conduct of VENUWORKS and its officers, agents, and employees.

7.9 Damage to and Destruction of the Facility. If all or part of the Facility is rendered unusable by damage from fire and other casualty which, in the discretion of CITY, cannot be substantially repaired under applicable laws and governmental regulations within 180 calendar days from the date of such casualty (employing normal construction methods without overtime or other premium), then CITY shall notify VENUWORKS thereof. In such case, either CITY or VENUWORKS may elect to terminate this Agreement by written notice delivered to the other not more than sixty calendar days after receipt by VENUWORKS of CITY'S notice concerning the reconstruction.

7.10 Employees.

7.10.1 Employees of VENUWORKS. All persons engaged at the Facility in operating any of the services hereunder shall be the sole and exclusive employees of VENUWORKS and shall be paid by VENUWORKS, except for those individuals employed or utilized by subcontractors of VENUWORKS, as provided for in this Agreement, but in no event shall they be deemed an employee

of CITY. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, reemployment insurance, workers' compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save CITY harmless from any responsibility therefore. VENUWORKS shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and non-discrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by CITY for a violation of this paragraph in accordance with Section 7.5 of this Agreement.

7.10.2 Employee Expense . All reasonable and customary costs of employment, as set forth in the Annual Budget, of Facility employees incurred by VENUWORKS shall be an operating expense of the Facility. The parties agree that in no case shall employee commuting expenses or vehicle allowances be considered a reasonable and customary cost of employment or a permissible operating expense. CITY and VENUWORKS will work together to ensure a positive and productive working environment at the Facility.

7.10.3 Employee Standards. VENUWORKS will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with VENUWORKS' corporate policy and applicable federal, state and local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and VENUWORKS shall defend, indemnify and save CITY harmless from any claim, cause of action, expense (including attorneys' fees) lost, cost or damage of any kind or nature arising there from, except in the case of express written direction from CITY.

7.11 Availability of Facility. VENUWORKS agrees that, except as a result of full or partial destruction of the Facility, the Facility will be made available for all events scheduled therein and VENUWORKS agrees to defend, indemnify and save CITY harmless from and against any and all claims, causes of action, expenses (including attorneys' fees) losses, costs and damages arising from the failure of the Facility to be available in the condition necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of VENUWORKS, its agents,

servants, employees or contractors of any tier, and in such case, VENUWORKS shall pay to CITY the estimated Revenues, less Operating Expenses, for such event within five calendar days after the event was to have taken place.

7.11.1 Use by CITY. Upon reasonable notice to VENUWORKS, CITY shall be entitled to utilize the Facility, without rental cost, provided the event does not displace another already scheduled revenue generating event with a for profit client or promoter. CITY agrees that it will pay "hard" costs associated with its events.

7.12 No Payment by CITY. Notwithstanding anything in this Agreement or exhibits hereto to the contrary, CITY shall not be obligated to reimburse VENUWORKS as Operating Expenses or otherwise for costs and expenses (including attorneys, fees) for litigation which is covered by VENUWORKS' defense and indemnification obligations set forth in this Agreement or other matters considered corporate matters in which VENUWORKS and CITY disagree.

7.13 Termination for Cause. Either party may terminate this Agreement if the other is in default, and has not met the deadlines for curing, or undertaking steps to cure the default, as described in Section 7.5 of this Agreement. In the event of default, the non-defaulting party shall provide the defaulting party within five calendar days of its intention to terminate the Agreement due to the uncured default. In the event of early termination for any reason, CITY shall pay to VENUWORKS all amounts owed as mutually agreed or as by determined by an independent audit through the date of termination.

7.14 Compliance with Laws. VENUWORKS will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation and maintenance of the Facility. VENUWORKS' failure to comply with such ordinances, statutes, rules and regulations relating to the Facility shall be an Event of Default under this Agreement and shall entitle CITY to terminate this Agreement pursuant to the provisions of Section 7.5 hereof. VENUWORKS agrees that it shall not be entitled to claim litigation costs (including attorneys' fees) as Operating Expenses pursuant to Subparagraph (1) of Exhibit C with regard to its rules and obligation to comply with ordinances, statutes, and regulations as set forth herein.

7.15 Non-waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every

provision hereof.

7.16 Amendment. The parties may amend this Agreement only by written agreement executed by the parties.

7.17 Choice of Law. The laws of the State of Illinois shall govern the rights and obligations of the parties under this Agreement.

7.18 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

7.19 Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five calendar days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one business day after deposit with a national overnight air courier, fees prepaid, to VENUWORKS or CITY at the following addresses:

If to CITY:

City of Bloomington
Attn: City Manager
109 E. Olive Street
Bloomington, IL 61701

City of Bloomington
Attn: Corporation Counsel
109 E. Olive Street
Bloomington, IL 61701

If to VENUWORKS:

VENUWORKS of Illinois, LLC
4611 Mortensen Road, Suite 111
Ames, IA 50014
Attention: President

Either party may designate an additional or another representative or address for notices upon giving notice to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

7.20 Representatives. CITY'S representative to VENUWORKS in connection with Facility operations shall be the City Manager or designee, and the VENUWORKS' representative shall be VENUWORKS' on-site Executive Director at the Facility.

7.21 Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel

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or energy to operate the Facility, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

7.22 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Facility or the services described in this Agreement, VENUWORKS shall not be deemed to be in default or to have breached any part of this Agreement. VENUWORKS is responsible for costs associated with the above labor disputes or others arising from their individual negotiations with applicable unions.

7.23 Integration. This Agreement and all appendices and exhibits hereto embody the entire agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Exhibits hereby integrated hereto are:

Exhibit A: Maintenance Requirements
Exhibit B: Snow Map
Exhibit C: Operating Expenses
Exhibit D: Commission Examples
Exhibit E: Financial Manual – Section 14.0

7.24 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

7.25 Assignment / Subcontracting. VENUWORKS may not assign this Agreement without the express written pre-approval of CITY. The City Manager further reserves the right to approve any subcontracting at the Facility for work required to be performed by VENUWORKS under this Agreement.

7.26. Non-Compete. As VENUWORKS will be acquiring confidential and proprietary information resulting from management of the Facility, VENUWORKS agrees it shall not manage any other sporting or entertainment venue or arena within a 60-mile radius of the City during its tenure managing the Facility. The City Council may, however, in its sole discretion, pass a resolution

permitting VENUWORKS to manage such a facility upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

For CITY

_____

BY DATE

Its_____

For VENUWORKS

_____

By: Steven L. Peters DATE
Its: President

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EXHIBIT A
MAINTENANCE REQUIREMENTS

FACILITY Repairs & Maintenance Process

1. Control of the Facility Capital Budget will be moved to Facilities Management. This funding will only be used for Capital Improvements and maintenance repairs as described herein.
2. Parks Maintenance or VENUWORKS staff discovers a necessary repair.
3. Repairs are classified as Operational or Maintenance as described below and further clarified with the included examples.
4. Operational repairs include custodial, cosmetic, facility enhancements or other work related to operation of the Facility. Operational activities also include keeping office, advertising, sales and related operational equipment and systems in proper operating condition. VENUWORKS is entirely responsible for Operational Repairs. This includes performing the work with VENUWORKS staff, procuring outside contractors in accordance with City Procurement Polices and payment for the work from their operational budgets.
5. Maintenance repairs include structural, HVAC, mechanical or other work related to maintenance of the Facility. Maintenance activities also include keeping structures, Facility building equipment and building infrastructure in proper operating condition. The City is entirely responsible for Maintenance Repairs. This includes performing the work with City staff, procuring outside contractors in accordance with City Procurement Polices and payment for the work from the Facility capital budget.
5. Major repairs are reported to all via email with relevant supporting documentation and a mutual decision regarding the repair classification will be made.
6. Minor repairs do not require reporting to everyone and shall be addressed as soon as possible by the responsible entity.
7. In the event of a dispute, the Assistant City Manager shall have final authority to determine the repair classification for both minor and major repairs.
8. The City will not perform or pay for repairs to any privately owned equipment at the Facility.
9. VENUWORKS shall manage the Operational Budget and Facilities Management shall manage the Maintenance Budget. The City shall maintain control over both budgets.
10. It is anticipated that Maintenance repair costs will be significantly more than Operational repair costs. City staff will endeavor to stay within the current FY budget. However, a significant increase in future maintenance budgets will be needed to properly maintain the FACILITY.
11. Three budgets should be provided for all future maintenance. These include an Operational Budget, a Maintenance Budget and a Capital Budget. The Operational and Maintenance Budgets will apply to work described earlier. The Capital Budget will be used for major unexpected repairs or substantial improvements to the FACILITY. VENUWORKS shall manage the operational budget and Facilities Management shall

manage the Maintenance and Capital budgets. The City shall maintain control over all three budgets.

TYPICAL OPERATIONAL REPAIR EXAMPLES

1. Office Expenses (Office Supplies, Office Equipment Lease, Purchase or Repairs)
2. Advertising and Sales (New Building Signs related to Sponsors)
3. Custodial Supplies (Cleaning Supplies/Paper Products)
4. Event/Concert Expenses (Caution tape, Badges, Misc. supplies)
5. Hockey Ice Care (Ice Paint, Misc. Hardware, Dasher Parts)
6. Basketball Floor Care (Basketball Floor Maintenance)
7. Football Field Care (Velcro, Turf Repair)
8. Building Supplies (Light Bulbs, Paint)
9. Cleaning, Mopping and all other Janitorial Services
10. Zamboni Repairs (Repairs & propane fuel costs shared with Pepsi Ice Center)
11. Light Bulb Replacement
12. Interior Painting or Remodeling not initiated by the City
13. Concession/Kitchen/Janitorial Equipment Repair and Replacement
14. Labor for Event Changeovers and Maintenance/Repairs/HVAC Controls during an event
15. Dasher Board Repairs and Removal & Installation for events
16. Scoreboard Repairs
17. Bowl Seating Repairs/Replacement
18. Sound Equipment, Stage/Event Lighting
19. Engineering Services for Events or Modifications not initiated by the City

TYPICAL MAINTENANCE REPAIR EXAMPLES (City Owned Property & Equipment Only)

1. HVAC Inspection, Cleaning, Maintenance and Repairs
2. Plumbing repairs
3. Mechanical Equipment Repairs (Other than privately Equipment).
4. Electrical Repairs
5. Building Structural Repairs
6. Exterior Building Painting
7. Ice Plant Inspection, Maintenance & Repairs
8. Yearly Inspections and System Monitoring (Fire Alarm, Elevator, RPZ/Backflow)
9.

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EXHIBIT B
SNOW MAP

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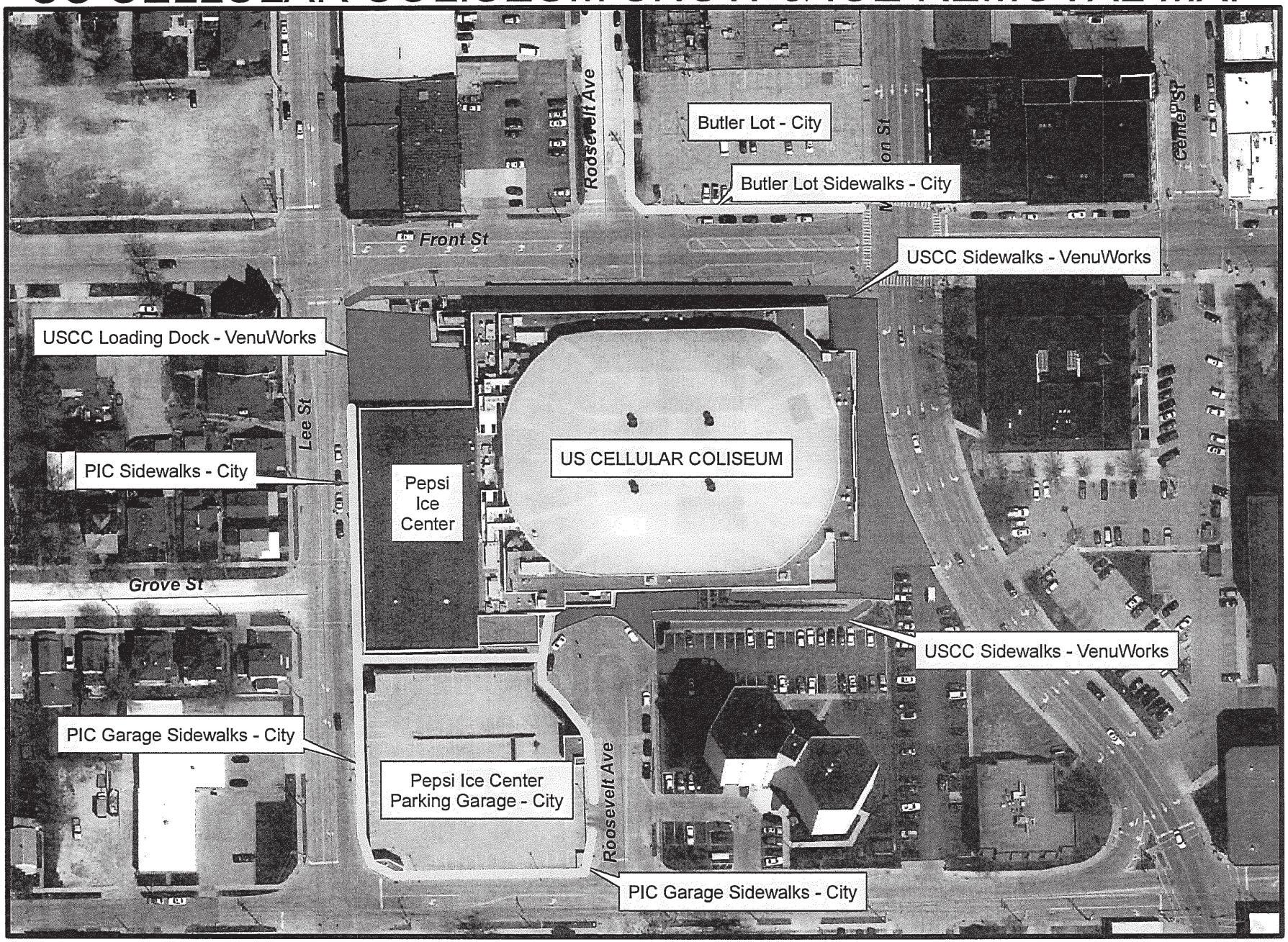
US CELLULAR COLISEUM SNOW & ICE REMOVAL MAP



Prepared by Facilities
May 16, 2016

EXHIBIT C
OPERATING EXPENSES

1. The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget. Any and all operating expenses charged to the Facility should be expended to obtain the best value, be reasonable and customary and mirror industry standards, as well as adhere to IRS guidelines. Late fees, penalties, fines incurred through VENUWORKS management of Facility funds will be at the cost of VENUWORKS. The term "Operating Expenses" shall not include expenditures related to the corporate governance of VENUWORKS or other expenses not directly related to the operation and management of the Facility. The term "Operating Expenses" shall include:

(a) on-the-job payroll cost, including wages, and severance paid to employees, and the cost of paid holidays, vacations, sick leave, employment practices liability insurance, workers' compensation and other employer paid benefits, cost of training, and payroll processing. On-the- job payroll costs should be reasonable and customary mirroring industry standards for employee paid portion of health insurance or other benefits. Benefits, such as payment for commuting and/or vehicle allowances shall not be considered an operating expense or billed to CITY.

(b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VENUWORKS is a party, or under any state or federal law or any regulations promulgated there under;

(c) cost of medical and security examination for employees on the on-the-job payroll;

(d) cost of purchasing, renting, maintaining and cleaning uniforms;

(e) cost of equipment, materials and supplies, including the cost of installation thereof;

(f) cost of insurance (excluding Crime Insurance), permits, licenses and fees (including but not

limited to liquor licenses and permits from the health department or applicable agency).

(g) cost of property, business, privilege, sales and all taxes other than taxes collected by the Facility which are required to be remitted to the appropriate agency and shall be considered a liability.

(h) cost of marketing, promotions and advertising; cost of travel to industry conferences on behalf of Facility, website domain/hosting fees;

(i) cost of necessary outside professional services, upon prior written approval by CITY;

(j) cost of commodities, (i.e. food and beverage inventories purchased for resale to the public)

(k) cost of utilities, telephone, and internet service, office supplies, and computer software/hardware;

(l) litigation expenses or other costs (including attorneys' fees) incurred by VENUWORKS in connection with any proceeding; provided however that CITY shall not be obligated to pay any such fees or costs (including attorneys' fees) unless prior to incurring any legal expense (including attorneys' fees), VENUWORKS consults with CITY, and CITY and VENUWORKS jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against VENUWORKS or CITY (concerning the Facility) or to be made by VENUWORKS or CITY. Provided further that CITY shall not be obligated to pay any such fees or costs incurred with respect to litigation matters that VENUWORKS is solely responsible for under this Agreement.

(m) cost of new or replacement equipment and the installation of that equipment as approved by CITY, provided that payment of the Capital Investment described in Section 5.4 of this Agreement shall not be considered an Operating Expense (repayment of the Capital Investment shall be considered an Operating Expense pursuant to Section 5.5.1 of this Agreement);

(n) cost of replacements of pots, pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions;

(o) cost of ordinary maintenance and repair of the Facility and the equipment, Additional Equipment and replacements thereof;

(p) cost of ordinary housekeeping of the Facility;

(q) costs of travel, lodging related to VENUWORKS corporate staff as required by the CITY or

authorized by the City Manager or designee.

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EXHIBIT D
COMMISSION EXAMPLES

FOOD & BEVERAGE SALES COMMISSION EXAMPLE:

Gross Food & Beverage Concert Event Sales	$25,000
■ *Less*: State & Local Sales, & F&B Tax (10.75%)	$2,688
■ *Less*: Rotary Club Commission	$2,000
COMMISSIONABLE FOOD & BEVERAGE SALES:	$20,312
■ Commission to VenuWorks (5%)	$1,016
Remaining Food & Beverage Sales to City	$19,296 (77%)*

*VenuWorks provides a minimum guarantee of 40%, after costs of goods sold. If costs in the above example were $5,000, the 40% guarantee would have been $8,000.

CONTRACT OBLIGATED INCOME COMMISSION EXAMPLE:

Total Advertising Sales for Plumbing Services	$50,000
■ *Less*: Fulfillment costs for plumbing services	$10,000
COMMISSIONABLE ADVERSTING SALES PLUMBING	$40,000
■ Commission to VenuWorks (5%)	$2,000
Net Advertising Sales Plumbing to City	$38,000

EXHIBIT E
VENUWORKS FINANCIAL MANUAL SECTION 4.0

14.0 FINANCIAL INFORMATION

14.2 Month End Process, Reports and Timeline

14.2.1 Monthly reporting procedures will be detailed to suit the needs of the City Manager. See Document FIN006 for detailed instructions on how to compile the required monthly corporate financial reports. See Document FIN011 for an example "Lead Sheet" which serves as the Profit & Loss for each facility.

14.1.1. All month end reports are due to the corporate office for review and approval on the 15th of the month and should include the information described below.

14.1.2. Monthly reports are due to the City on the 20th of each month, while the annual report is due within 45 calendar days of the end of the fiscal year.

14.1.3. The monthly package should include the following reports.

- 14.1.3.1. P & L Lead Sheet
- 14.1.3.2. Balance sheet
- 14.1.3.3. A-R Aging
- 14.1.3.4. A-P Aging
- 14.1.3.5. Attendance Report

14.1.4. Updated Year End forecasts are expected monthly, beginning the first month following the end of the first fiscal quarter. These forecasts are included on the Lead Sheet.

14.3. Income Statement (P&L Lead Sheet)

14.3.1. The Income Statement is the report that measures the success of the enterprise's operations for a given period of time. The business and other entities will use the Income Statement to determine profitability and to measure performance against operating benchmarks established for each fiscal year. The facility's Income Statement should be formatted based on the specific requirements of the Contract Administrator. However, a report format approved by the Chief

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Financial Officer must be submitted on a monthly basis. The following items are required:

14.3.1.1. Current Month Actual

14.3.1.2. Previous Year Month Actual

14.3.1.3. Current Month Budget

14.3.1.4. Current Year-to-Date Actual

14.3.1.5. Current Year-to-Date Budget

14.3.1.6. Annual Approved Budget

14.3.1.7. Year End Forecast

14.4. Monthly Forecasting

14.4.1. Prospective financial statements, financial forecasts, and financial projections present, to the best of the responsible party's knowledge expected financial position, operating and cash flow results. They are based on assumptions about conditions actually expected to occur and the course of action expected to be taken, given one or more hypothetical (i.e., "what if") assumptions.

14.5. Balance Sheet

14.5.1. The balance sheet provides information about the nature and amounts of investments in enterprise resources, obligations to creditors, and the fund transfer in net resources. The balance sheet provides a basis for (1) computing rates of return, (2) evaluating the capital structure of the enterprise, and (3) assessing its liquidity and financial flexibility. In order to judge enterprise risk, and assess future cash flows, one must determine enterprise liquidity and financial flexibility by analyzing the balance sheet.

14.5.2. The facility's balance sheet is classified into three areas:

14.5.2.1. Assets: Generally these are current assets that are expected to be converted into cash, sold, or consumed either within one year or within the operating cycle, whichever is longer.

The operating cycle is the average time between the acquisition of materials and supplies and the realization of cash through sales of the product for which the materials and supplies are acquired.

14.5.2.2. Liabilities: These are the obligations that are reasonably expected to be liquidated either through the use of current assets or the creation of other liabilities. (1) Payables resulting from the acquisition of goods and services; accounts payable, accrued payroll, and so on. (2) Collections received in advance for the delivery of goods or performance of services such as unearned rent, unearned signage, and unearned ticket sales.

14.5.2.3. Owners Equity: In facility management this item is generally the balance of the funds that are due to your location from a specified entity. In general, the amount of loss or gain that the facility is facing in a given year less the amount of funds transferred in from the Contract Administrator.

14.6. Reconciliations

14.6.1. Proper classification in all balance sheet accounts is essential to the year-end accounting and audits or internal reviews. These cash accounts should be reconciled each month to ensure proper allocation of expenses and revenues. Such reconciliations should be performed using Quick Books and printed out to file with month-end work papers.

14.6.2. When analyzing financial statements, both horizontal and vertical comparisons should be made.

14.6.3. Horizontal analysis involves comparison of actual results to prior fiscal periods. Vertical analysis is performed by choosing a significant item on a financial statement (i.e. Sales) as a base value, and comparing all other items to the base figure.

DRAFT

14.7. Event Profit and Loss Statements

14.7.1. Event profit and loss (P&L) statements detail variable and fixed costs associated with the profitability of a specific event. This report is part of the event settlement spreadsheet and should be completed after an event settlement as soon as practically possible. This form details all areas of an event, including concessions and merchandise, as well as revenue and expenses associated with a specific event. (Refer to Event Profit & Loss Statement Procedure FIN014 and Event Profit & Loss Statement Examples FIN015.)

14.8. Yearly Audit Review of Finance Manual

14.8.1. On an annual basis, VENUWORKS Corporate Office will conduct a review of the accounting policies and procedures of Facility.

14.8.2. All concerns and comments will be communicated to the Business Manager and Executive Director upon completion of the review. A written on-site visit report will be filed with the President and the Vice President of VENUWORKS, Inc within one month of completion of the review, along with any recommendations or concerns. A written response may be required at the discretion of the Chief Financial Officer.

DRAFT

EVENT FLASH REPORT

Event: **Rob Zombie**
Date: Wednesday, May 18, 2016
Time(s): 7:30pm
VENUE: US Cellular Coliseum
CITY: Bloomington
RENTAL X SELF PROMOTE CO-PROMOTE

Gross Sales	$	112,844.00
Net After Amusement Tax	$	108,503.85
Tickets Sold:		2,912
Comp Tickets:		217
Total Tickets:		3,129
Actual Attendance (Drop):		2,476

Event Revenues

Net Ticket Sales (if self promote)	$	108,503.85		
Rent:	$	-		
Box Office Fee:	$	-		
Promoter/Co-Pro Rev/(Loss)	$	-		
Suite Income	$	-		
Additional Fee Add-ons	$	-		
Suites All Inclusive Packages	$	884.00		
Box Office Fees:	$	-		
Ticketing Royalty Rebates:	$	9,033.75	*	
Facility Fee:	$	7,608.00	*Per Cap*	
Gross Parking:	$	1,680.00	*$ 0.68*	
* Net F&B	$	23,801.85	*$ 9.61*	
Reimbursed Transpiration	$	-		
Merchandise Commission:	$	5,653.04		
Maui Wowi	$	404.00		A
Service Charge Suites	$	-		
Reimbursed Amusement Tax 1%	$	1,128.44		A
Reimbursed Misc. Expenses	$	-		

Event Expenses

Artist Payment	$	85,500.00	
Taxes	$	469.56	
AEG Expense- Insurance	$	3,777.43	
Furniture Rental	$	240.00	
Ticket Printing Fee $.2	$	587.40	
Towels	$	154.79	
Ticket Office Staffing	$	92.25	
Police / Ambulance / EMT	$	1,853.02	
Operations Staff	$	599.59	
Stage Hand Staffing	$	7,949.08	
T-Shirt Security	$	1,137.64	
Runners	$	350.00	
House Staffing	$	2,110.62	
Advertising Expense	$	9,843.93	
Catering Expense	$	4,952.02	A
F&B Costs (approx. 45%)	$	10,710.83	
Lights, Truss, and Motors	$	10,750.00	
Sound	$	5,000.00	
Transportation Costs	$	20.05	
Unreimbursed Credit Card Fees	$	328.25	
Parking Lot Fees	$	1,268.00	

Event Revenues $ 158,696.93 A

Event Expenses $ 147,694.46 A

* Calculated on Ticket Fees Worksheet A -

ESTIMATED PROFIT/LOSS: $ 11,002.46 A

Executive Director Comments:

Good show; mellow crowd for active rock
Good sales for a Wednesday Night
No major issues operationally

COMMITTEE OF THE WHOLE MEETING
AGENDA ITEM NO. 8

8. Discussion and direction on the Annual Criterium Bike Race and related issues regarding City sponsorship. *(Presentation by Alderman Karen Schmidt 5 minutes, Council discussion 15 minutes.)*

Attachments:

- Email from Alderman Karen Schmidt, dated 6/6/16

-----Forwarded by Nora Dukowitz/Cityblm on 06/15/2016 09:25AM -----
To: city council <citycouncil@cityblm.org>
From: Karen Schmidt <karen61701@gmail.com>
Date: 06/06/2016 07:27PM
Subject: Bloomington Criterium, August 27, downtown Bloomington

Dear Council Colleagues,

Over the past several months, several individuals have been meeting to plan the 2016 Bloomington Criterium bike race. The Crit is being held on Saturday, August 27. It is the designated state championship event for the next 2 years and is sanctioned by the USA Cycling Association. At the table are the Criterium race planners, the DBA, Matt Hawkins from the Sports Commission, Steve Rasmussen, downtown business owners and a few others like me who just want to make this succeed.

I want to give you a brief heads-up about this work, as a couple of items are likely to come to the Council for discussion in a few weeks. One involves a request to allow wine and beer on the sidewalks on Main Street between Jefferson and just north of Mulberry. This is similar to the WGLT liquor license request, in a larger space. We have been working with BPD and George Boyle on details of this. The second is consideration of an ordinance to establish the parameters for a "city sponsored event": what does that designation mean in terms of city support? what specific advantage would an event need to bring to the city to earn that designation? Steve Rasmussen and Matt Hawkins have been involved in this item.

In the 1980s, the Crit brought thousands of people downtown, along with bike racers from around the globe. In the past 3 years, we have been attracting some 300 racers, most of whom are from out of town and from across the country. Our goal is to increase the number of people we attract to the race and our downtown.

More to come, just want to share for your awareness.

Karen

1985:

COMMITTEE OF THE WHOLE MEETING
AGENDA ITEM NO. 9

FOR COUNCIL: June 20, 2016

SUBJECT: Discussion, and direction on whether an ordinance should be drafted banning the use of electronic cigarettes at locations within the City where smoking is otherwise prohibited by the Smoke Free Illinois Act.

RECOMMENDATION/MOTION: Discuss and provide direction on whether an ordinance should be drafted banning the use of electronic cigarettes at locations within the City where smoking is otherwise prohibited by the Smoke Free Illinois Act.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5e. More attractive City; commercial areas and neighborhoods.

BACKGROUND: Effective January 1, 2008, the Smoke Free Illinois Act ("Act") went into effect prohibiting smoking in public buildings. This Act defines smoking as "the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment." However, smoking does not include "smoking that is associated with a native recognized religious ceremony, ritual, or activity by American Indians that is in accordance with the federal American Indian Religious Freedom Act, 42 U.S.C. 1996 and 1996a."

E-cigarettes and similar alternative nicotine products are battery-operated and designed to deliver nicotine with flavorings and other chemicals to uses in vapor instead of smoke. These devices are not directly covered by the Smoke Free Illinois Act, however, legislation has been introduced to both define electronic cigarettes and prohibit them the same as other smoking devices. Under the legislation, an electronic cigarette would be defined, in part, as "any electronically actuated device which in operation causes the user to exhale any smoke, vapor, or other substance other than those produced by unenhanced human exhalation." The FDA is also starting to regulate electronic cigarettes.

At least one alderman has recently questioned whether the City should utilize its home-rule powers to prohibit the use of electronic cigarettes within the City's public buildings. In City staff's research, it is believed at least 15 other municipalities have already taken this type of action (e.g., Arlington Heights, Chicago, Deerfield, Dekalb, Elgin, Elk Grove, Evanston, Naperville, New Lenox, Oak Park, Schaumburg, Skokie, Wheaton, Wilmette, etc.).

If there is Council support for this type of action, staff would recommend adding language to the Code that defines electronic cigarettes and then provides that no person shall smoke or use any e-cigarette in any place where smoking is prohibited pursuant to the Smoke Free Illinois Act, as

amended. In addition, some communities have carved out exceptions for theatrical performances and accordingly the Council may also consider such an exception. The proposed legislation also contains such an exemption.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Attachments:

- Council Member Request for Consideration

Motion: Discuss and provide direction on whether an ordinance should be drafted banning the use of electronic cigarettes at locations within the City where smoking is otherwise prohibited by the Smoke Free Illinois Act.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

CITY OF BLOOMINGTON
COUNCIL MEMBER REQUEST FOR CONSIDERATION

I. TO BE COMPLETED BY ALDERMAN

1. Name of alderman making the proposal: Diana Hauman (8)

2. Topic summary (attach additional information and documentation to this form:

Smoking ordinance: I would like to ask that we consider expanding our smoking ordinance to include e-cigarettes.

3. Alderman's priority level: ☐ LOW ☑ MEDIUM ☐ HIGH

II. TO BE COMPLETED BY STAFF

1. Aldermen supporting consideration of this topic (3 additional minimum):

Buragas, Painter, Schmidt

2. City Manager review (staff & financial resources required to implement; impact on City priorities, etc.):

The research and staff work with this should be relatively minor and is expected to take between 1 to 3 hours.

3. Recommendation for further action on June 20, 2016 at the following meeting type:

- ☑ **Committee of the Whole**
- ☐ **Council Consent Agenda**
- ☐ **Council Regular Agenda**
- ☐ **Work Session**
- ☐ **City Board or Commission**
- ☐ **City Staff Review & Comment**

Proposed agenda items shall be submitted to the City Manager's Office using the Agenda Item Request Form at least 15 days in advance of the next regularly scheduled Council session if quick action is desired. Due to the substantial number of requested items and City projects, it may not be possible for requested items to appear on the next agenda.

COMMITTEE OF THE WHOLE MEETING
AGENDA ITEM NO. 10

10. Discussion and direction on the City's Mission, Vision and Values statement.
(Presentation by Alderman Diana Hauman 5 minutes, Council discussion 15 minutes.)

Attachments:

- Council Member Request for Consideration
- Society of Human Resource Management (SHRM) Mission & Vision Statements Handout: What is the difference between mission, vision and values statement?
- Current City Council Mission, Vision and Value Statement
- Brief Summary of Five (5) Council Priorities
- Vision & Values Working Group: Summary of Flipchart Notes from 3/11
- Vision & Values statement as presented by Alderman Hauman for 6/8/15

CITY OF Bloomington ILLINOIS

CITY OF BLOOMINGTON
COUNCIL MEMBER REQUEST FOR CONSIDERATION

I. TO BE COMPLETED BY ALDERMAN

1. Name of alderman making the proposal: Diana Hauman

2. Topic summary (attach additional information and documentation to this form:

Our Bloomington's Mission, Vision and Values. Potentially revising our MVV began at our retreat in the fall of 2014 (18 months ago). A group that included aldermen, department heads, staff and B'ton 101 graduates, worked to propose new versions. This was discussed at a committee of the whole a year ago. Please bring this forward. To me this is a high priority in that it guides us in decision making and how we treat others.

3. Alderman's priority level: ☐ LOW ☐ MEDIUM ☑ HIGH

II. TO BE COMPLETED BY STAFF

1. Aldermen supporting consideration of this topic (3 additional minimum):

Black, Fruin, Painter

2. City Manager review (staff & financial resources required to implement; impact on City priorities, etc.):

3. Recommendation for further action on June 20, 2016 at the following meeting type:

- ☑ **Committee of the Whole**
- ☐ **Council Consent Agenda**
- ☐ **Council Regular Agenda**
- ☐ **Work Session**
- ☐ **City Board or Commission**
- ☐ **City Staff Review & Comment**

Proposed agenda items shall be submitted to the City Manager's Office using the Agenda Item Request Form at least 15 days in advance of the next regularly scheduled Council session if quick action is desired. Due to the substantial number of requested items and City projects, it may not be possible for requested items to appear on the next agenda.

SHRM
SOCIETY FOR HUMAN RESOURCE MANAGEMENT

Leading People.
Leading Organizations.

Mission & Vision Statements: What is the difference between mission, vision and values statements?

12/20/2012

Each statement—a mission statement, a vision statement and a values statement—has its own distinct function in the strategic planning process.

A mission statement explains the company's (or department's) reason for existence. It describes the company (or department), what it does and its overall intention. The mission statement supports the vision and serves to communicate purpose and direction to employees, customers, vendors and other stakeholders. The mission can change to reflect a company's (or department's) priorities and methods to accomplish its vision (*See*, **Company Mission Statement Examples**).

A vision statement describes the organization as it would appear in a future successful state. When developing a vision statement, try to answer this question: If the organization were to achieve all of its strategic goals, what would it look like 10 years from now? An effective vision statement is inspirational and aspirational. It creates a mental image of the future state that the organization wishes to achieve. A vision statement should challenge and inspire employees.

A values statement describes what the organization believes in and how it will behave. Not all organizations create or are able to uphold a values statement. In a values-led company, the values create a moral compass for the company and its employees. This compass guides decision-making and establishes a standard that actions can be assessed against. A values statement defines the deeply held beliefs and principles of the organizational culture. These core values are an internalized framework that is shared and acted on by leadership.

Management cannot create a new values statement and expect the values to simply become core values for the organization. For an organization to have an effective values statement, it must fully embrace its values and use them to guide its attitudes, actions and decision-making on a daily basis. Developing a values-led organization can be a difficult and slow process that should be attempted only by organizations that are willing and prepared to make a long-term commitment to the established company values.

- See more at:
https://www.shrm.org/templatestools/hrqa/pages/isthereadifferencebetweenacompany%e2%80%99smission,visionandvaluestatements.aspx#sthash.s3pjGmwf.dpuf

City of Bloomington – Strategic Plan

Vision 2025

Bloomington 2025 is a beautiful, family friendly city with a downtown – the heart of the community and great neighborhoods. The City has a diverse local economy and convenient connectivity. Residents enjoy quality education for a lifetime and choices for entertainment and recreation. Everyone takes pride in Bloomington.
Jewel of Midwest Cities.

Mission

The Mission of the City of Bloomington is to be financially responsible providing quality, basic municipal services at the best value. The city engages residents and partners with others for community benefit.

Core Beliefs

Enjoy **S**erving Others
Produce Results
Act with **I**ntegrity Take
Responsibility Be
Innovative Practice
Teamwork
Show the **SPIRIT!!**

Goals 2015

Financially Sound City Providing Quality Basic Services
Upgrade City Infrastructure and Facilities
Strong Neighborhoods
Grow the Local Economy
Great Place to Live – A Livable, Sustainable City
Prosperous Downtown Bloomington

12/11/2010

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.

DRAFT

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.

DRAFT

Vision & Values Working Group

Summary of Flipcharts from 3/11

Vision: The Jewel of the Midwest

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

Shared Values

Accountability

Integrity

Service Orientation/Focus/Centered

Respect

Team Culture

- "tool"

Empower

Attitude

Inclusiveness/Value Diversity

Transparency

Perf. Driven

Direction, Planning

Prioritization

Empathy

Professionalism

Service Centered

- Professionalism
- Empathy
- Respect

Value Diversity/Inclusive

Ethical

Results Driven

1) Service Centered
   Act w/ Prof
   Be Accountable
   Respectful
   Empathetic
   Empowering/Empowered
   Act w/ Integrity
   Dedication

   Be Transparent
2) Results Driven
   Pride In Performance
   Empowered
   Use Objective Criteria
   Commitment

3) Inclusive
   Respectful
   Value Diversity
   Representative
   Team Culture
   Collaborative

Proposed by Alderman Diana Hauman
June 8, 2015, Work Session Meeting

Vision & Values:

Draft Mission:

To lead, serve and uplift the City of Bloomington

Draft Vision:

A Jewel of Midwest Cities

Draft Values:

Service-Centered

Results-Driven

Inclusive

COMMITTEE OF THE WHOLE MEETING
AGENDA ITEM NO. 11

FOR COUNCIL: June 20, 2016

SUBJECT: Presentation, discussion, and direction of an Ordinance Adding Article XII to Chapter 38, Amending Section 3.2.9 of Chapter 24 of the Bloomington City Code and amending Chapter 5 of the Manual of Practice, Making Complete Street Practices a Routine Consideration for Transportation Projects as an Opportunity to Improve Public Streets for Pedestrians, Bicyclists, and Transit Users Regardless of Age or Ability.

RECOMMENDATION/MOTION: Discuss and provide direction of draft Text Amendments to Chapter 38 & 24 and the Amendments to Chapter 5 of the Manual of Practice.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 4. Strong Neighborhoods
Goal 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2.a. Better quality roads and sidewalks
Objective 4.d. Improved neighborhood infrastructure
Objective 5.c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND:

In essence, complete streets are avenues, boulevards, roads and drives with room for every traveler to safely arrive at their desired destination. While these streets allow for adequate automobile usage, they also provide people across a range of abilities, ages, incomes, and ethnicities a choice to walk, cycle, and use public transit, in addition to driving an automobile. Complete Streets policies and laws require that each street be reviewed for potential multimodal uses at the time of new construction or at the time of resurfacing or reconstruction. Illinois law now includes a Complete Streets policy, and Illinois municipalities are adopting such policies as well.

Complete Streets policies and ordinances have been implemented by municipalities to best accommodate pedestrians, bicyclists, transit, and cars, with the goal of creating a multimodal transportation network. Complete streets are accessible to people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities. Provisions for these types of streets are an important part of a number of federal policies that determine regional and local transportation funding decisions. Some of these federal regulations include, but are not limited to, the Americans with Disabilities Act of 1990 (ADA), the Transportation Equity Act for the 21st Century of 1998 (TEA-21) and the Safe, Accountable, Flexible, Efficient Transportation

Equity Act: A Legacy for Users of 2005 (SAFETEA-LU). A core motivation for these pieces of legislation is the enhancement of accommodations for people with disabilities, pedestrians, and bicyclists on public roadways.

In addition to federal policy, states have also adopted Complete Streets policies. The Illinois General Assembly adopted a Complete Streets policy in 2007 in the form of Illinois Public Act 095-0665 -- 'Illinois Complete Streets Law' (see attached). It was the first state to adopt such a law. This particular law articulates that "bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs." In addition to Illinois, 30 other states, 88 regional governments and more than 700 units of local government around the country currently have complete streets policies, according the most recently released data from the National Complete Streets Coalition.[1]

Comparable communities in the State have adopted similar complete street ordinances and procedures. In all, 26 cities within Illinois have passed complete streets policies, according to the National Complete Streets Coalition. For instance, the City of Champaign has implemented a number of Complete Streets projects, including road improvements to First Street, Fourth Street, and Market Street, and the City of Carbondale approved a Complete Streets ordinance in 2015 (Resolution No. 2015-R-12).

No additional work for planners, architects, and engineers is foreseen in this plan; however, the type of work would change. Under this policy, these City professionals would be required to use their knowledge, skills, and ability to best design roads and an integrated road network that safely and most efficiently benefits all users, be they motorized or non-motorized. In order to evaluate the City's progress towards the implementation of a comprehensive Complete Streets policy, the City will prepare an annual report detailing the following:

- Total miles of on-street bicycle routes and lanes
- Total miles of off-street paths and trails
- Linear feet of pedestrian accommodations
- Number of ADA-compliant curb ramps
- Annual crash data and comparisons to benchmarks

Sidewalks are paramount to consider in crafting a pragmatic Complete Streets Policy, as pedestrians use them most often. Currently, when a new street is engineered and created, it would not be considered 'complete' if it does not include any sidewalks at the time of road construction. This is obviously contradictory to the Complete Street Policy and philosophy. As such, Staff is recommending certain amendments to the Manual of Practice (MOP) and associated ordinances for sidewalks.

Width: Currently, the City's required standard for width of new sidewalks is 4 feet in most cases. Staff proposes changing the minimum width to 5 feet in order to fully comply with the Americans with Disabilities Act and the standards, laws and guidelines designed to implement ADA. The Public Works Department already uses the standard width of 5 feet when the City

[1] Data source: http://www.smartgrowthamerica.org/complete-streets/changing-policy/complete-streets-atlas

government is constructing a new sidewalk. Sidewalks in older areas of the city are being retrofitted to five feet when practicable. Note: When sidewalks abut the street curb, the required width is 6 feet. Staff recommends keeping this requirement.

Timing of construction:

- Current requirements: The Manual of Practice allows sidewalk construction in new developments to be delayed in front of a lot until after a building is constructed. The rationale for waiting is that construction equipment could otherwise break the new sidewalk during the construction of a building. A developer isn't required to complete sidewalks throughout the subdivision until 90 percent of lots are developed or until 5 years have elapsed after approval of a final plat.

- Recommended: The result of the delayed sidewalk construction is that subdivision sidewalks have gaps when property remains undeveloped – gaps that remain for years. These subdivisions do not have "Complete Streets," nor do they have sidewalks that meet the Americans with Disabilities Act. Additionally, the sidewalks are uneven in quality, often to not match evenly from one lot to the next and are cumbersome to inspect because of the irregular pace of their construction. Therefore, staff recommends that sidewalks be built at the time of street construction.

Sidewalk width: The Manual of Practice allows for 4-inch thick sidewalks along most residential areas. (The requirement is 6 inches along driveway aprons and in commercial and manufacturing areas.) Staff recommends the requirement for all sidewalks be increased to 6 inches. Thicker sidewalks are far less prone to cracking. They can withstand the weight of heavy equipment.

Both the City's Bicycle Master Plan and Sidewalk Master Plan will be consulted in the implementation of this ordinance as they both are pivotal aspect of complete streets. In applying the policy, Public Works will analyze its street projects in conjunction with these plans. Where a Complete Streets review suggests a major deviation from one of these plans, the plan will be taken to the City Council for amendment. Lastly, since the regional transit system and road network rely significantly on the Town of Normal, they too have been a partner in the process of crafting our plan. The two municipalities aspire to mirror one another for the most practical, cohesive Complete Streets plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City has worked with various community groups and leaders regarding this matter including, but not limited to, Alderwoman Buragas and the Town of Normal. Bloomington Public Works has also been in discussion with the Illinois Department of Transportation and multiple other communities during meetings of the Illinois Municipal League Public Works Committee.

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

Stephen Arney, Engineering Technician I, Public Works

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Attachments:

- American Planning Association (APA) Quick Notes on Complete Streets
- APA Zoning Practice Complete Streets handout
- APA Complete Streets: Best Policy and Implementation Practices handout
- Illinois Complete Streets Law
- PowerPoint Presentation

Motion: Discuss and provide direction of draft Text Amendments to Chapter 38 & 24 and the Amendments to Chapter 5 of the Manual of Practice.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Complete Streets

In the last decade transportation planners and urban designers have made a significant shift in their approach to the design and intended function of streets. Conventional transportation planning was concerned primarily with the safe and efficient movement of cars. Today many transportation planners are working with land-use experts and urban designers to create what have been termed "complete streets."

WHAT ARE COMPLETE STREETS?

A complete street is a safe, accessible, and convenient street for all users regardless of transportation mode, age, or physical ability. Complete streets adequately provide for bicyclists, pedestrians, transit riders, and motorists. Complete streets promote healthy communities and reductions in traffic congestion by offering viable alternatives to driving.

Democratizing the Streets. Because streets and roads are the largest component of public space in every city, they should benefit the entire community. Improved design, a redefinition of function, and physical reorganization are the ways to achieve these benefits. Jurisdictions that adopt complete streets policies aim to create a comprehensive and integrated local and regional transportation network for all travel modes—driving, walking, and cycling.

Policy Considerations. Creating complete streets may mean changing the policies and practices of transportation agencies. Advocates argue that it will take new training, new procedures, and design manual changes to accommodate bicycling, walking, and transit to an equal degree with motor vehicles.

Different Approaches. The principle behind complete streets policy is that multimodal corridors should become the default design mode for streets—and a formal exception process must be followed when they are not. Many existing policies are based on the U.S. Department of Transportation's design guidance for Accommodating Bicycle and Pedestrian Travel: A Recommended Approach, which names only three exceptions where roads can lack facilities for all users: (1) excessive cost, (2) absence of need, and (3) roads where bicyclists and pedestrians are prohibited. More comprehensive policies include accommodation for people with disabilities and for transit vehicles and users.

PAS QuickNotes

PAS QuickNotes No. 5

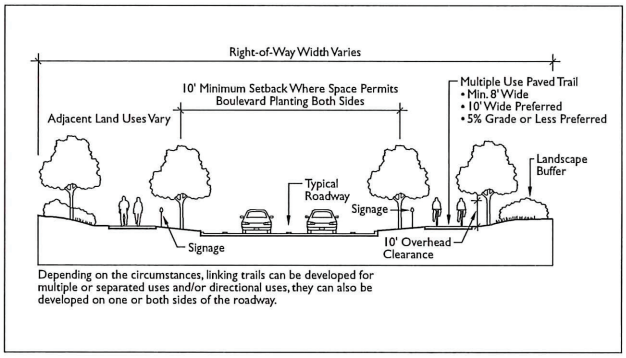
APA American Planning Association

COMPLETE STREETS DESIGN CONSIDERATIONS

Skinny Streets. Skinny, or narrow, streets complement complete streets policies. Narrower traffic lanes result in slower travel speeds that translate into safer, more accessible, and more pleasant thoroughfares for all users. A physical narrowing of the actual street may be unnecessary because on-street parking can also visually narrow the thoroughfare for drivers.

Street Connectivity. Street connectivity—meaning the directness and length of the street blocks and the density of connections within a street system— influences the accessibility of destinations in a community and holds important implications for modal choice. Complete streets in areas with higher levels of street connectivity will produce greater overall accessibility for all travelers, regardless of the mode they choose.

Context-Sensitive Streets. All streets are not alike. Streets in industrial areas have a much different character than streets in residential, commercial, and mixed use districts. Traffic engineers and urban designers are beginning to combine the functional classification of streets with their adjacent land uses to yield a more comprehensive array of street types. This approach takes into account land uses adjacent to the street and recommends five basic classes of street design: commercial streets,



Linking trails emphasize safe travel for pedestrians to and from parks and around the community.

(Continued on back.)

From Planning and Urban Design Standards.
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mixed use streets, main streets, residential streets, and industrial streets. Streets in each class can be designed as complete streets.

Complete Streetscape Design Elements. Undertaking major construction projects to achieve complete streets is not always necessary. In fact, small projects can have a large impact. Examples include raised medians, pedestrian refuge islands within medians, bicycle lanes, bus pullouts, transit shelters, and street furniture.

www.pedbikeimages.org / ITE Pedestrian Bicycle Council

Multimodal streets like this one improve access and safety for drivers, pedestrians and cyclists.

COMPLETE STREETS ARE FOR EVERYONE

Pedestrian Safety. Communities with complete streets policies protect travelers from cars. Walkways should provide secure footing, pedestrian pathways should be clearly indicated, and signaling must consider the rights of all users of the road. Designing the street with pedestrians in mind—sidewalks, raised medians, better bus stop placement, traffic-calming measures—all improve pedestrian safety. One study found that designing for pedestrian travel by installing raised medians and redesigning intersections and sidewalks reduced pedestrian risk by 28 percent.

Public Health. Public health officials are calling for Americans to increase their physical activity. Officials argue that increased walking and bicycling will help to combat the current obesity epidemic. A 2002 report issued by the National Conference of State Legislators noted that the most effective policy for encouraging bicycling and walking is complete streets.

Vulnerable Populations. Truly complete streets go beyond accommodating bicycling and walking to consider children, the elderly, and people with a disability. More often than not, the elderly and people with disabilities rely on the pedestrian and transit infrastructure for access and mobility. Complete streets policies make it possible for vulnerable populations to better use transportation systems by equipping streets with the necessary infrastructure, including curb ramps, textured and varied pavement, audible crossing signals, countdown signals, and high-visibility crosswalks.

www.pedbikeimages.org / ITE Pedestrian Bicycle Council

Multimodal streets like this one improve access and safety for drivers, pedestrians and cyclists.

DEVELOPING WITH COMPLETE STREETS

Economic Development. Streets create marketable value for abutting private property by providing access. Complete streets can increase the economic viability of a city district by improving access for more people, thus increasing the potential number of customers to businesses.

Transit-Oriented Development. Complete streets policies go hand in hand with transit-oriented development (TOD). Traffic-calming measures, streetscape improvements, and transit have successfully been combined to revitalize entire commercial districts. Both residential and commercial projects near transit typically appreciate in value more rapidly than other projects. In a TOD land uses and infrastructure are arranged to encourage and to facilitate the use of transit while accommodating a range of travel modes and purposes. Transition points where travelers transfer easily from one mode of transportation to another are key features of both complete streets and TODs.

Challenges. One challenge to complete streets implementation is a lack of right-of-way in cramped thoroughfares. Another is the misconception that complete streets cost more to build than "normal" streets when, in fact, complete streets most often cost no more and many times can cost less. Current methodologies for studying traffic pose another problem. Many contemporary traffic studies fail to consider how the presence of transit and decreases in automobile use associated with mixed use neighborhoods may lower trip generation rates. Communities should reevaluate traffic studies based on antiquated trip generation models. *Patrick C. Smith*

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PRACTICE COMPLETE STREETS

Completing the Streets

By Carol Gould, AICP, and Mike Morehouse

The responsibility for establishing a congruent interface between private land development and the public right-of-way is often hidden within a regulatory "twilight zone."

This lack of clarity presents one of the greatest challenges to planners and policy makers striving to balance access with mobility and create a prosperous and livable community. This conundrum is especially vexing as many places are now looking for ways to reprioritize how transportation serves communities, switching from conventional mobility goals to those emphasizing safety, modal balance, healthy choices, environmental sustainability, character of place, and economic growth to name a few. The paradigms of the past must evolve in order to facilitate the needs of today's towns and cities.

The term "complete streets" encompasses street design practices collectively aimed at the safety, mobility, and accessibility needs of users of all ages and abilities. With contemporary zoning practice focused increasingly on community character, land-use regulations need to address the concept of complete streets at the same time that they address how transportation serves as an element of that elusive "sense of place" often sought by municipalities. In the United States, municipal and state agencies typically build the public streets, and private developers build to the street line, inclusive of structures, access drives, and other frontage elements. Nonetheless, many private developers also construct what become new public streets as part of subdivisions, or new neighborhoods (such as new urbanist enclaves). So who is responsible for the design of what is or ultimately will be public rights-of-way? And who is responsible for the transition area between the public travel ways and private land both for new and upgraded infrastructure, where sidewalks, bicycle routes, and transit stops are meant to meet the pavement? The answer isn't always clear.

To complicate matters, state and regional departments of transportation, local public works and engineering offices, and planning and zoning commissions traditionally have all had different mandates for the design and function of public ways. Their decision making is commonly done in isolation from one another and, as a result, can be counterproductive. With the exception of buffer requirements, conventional zoning has historically had little to say about what happens in the legal gray zone between private property and the public right-of-way. In recent years, zoning requirements for access management and parking have been evolving as an increasing number of communities seek to address the need to control how travel on private property links to travel on the public way. Other contemporary zoning techniques, such as traditional neighborhood development (TND) and transit-oriented development (TOD) districts, emphasize the form of development and routinely include language requiring contributions to the public realm, including sidewalks and streets. Yet these techniques often fail to discuss transportation infrastructure in the context of a larger community mobility network.

If we, as planners, agree that how streets look, feel, and function impacts a person's experience and impression of a place, then land-use regulations are an important tool to help manage the design and functionality of public streets, not only in terms of traffic, but in terms of balancing all modes of travel for improved connectivity and accessibility. According to the National Complete Streets Coalition, hundreds of communities nationwide have adopted complete streets policies and programs. The question becomes how best to mesh those local programs with private site design, where development meets the road.

This article looks at what it means to complete the streets and provides some examples of how communities are doing this. It then explores how zoning can be used as a means to help communities facilitate the complete streets process. It concludes with some thoughts about zoning and implementation of an effective complete streets approach to roadways.

PROBLEMS WITH THE STREET DESIGN STATUS QUO

Conventional traffic engineering for streets emphasizes capacity and safety for car and truck travel. Leading engineering organizations such as the American Association of State Highway and Transportation Officials (AASHTO) and the Institute of Transportation Engineers (ITE) publish guidance on the design and operation of public streets. Level of Service (LOS), a long-standing performance measure in the traffic engineering community, is often cited in these publications. LOS corresponds to a letter grade, A through F (with A being the best and F the worst), for the amount of delay a vehicle experiences on a road or intersection. It is a basic measure of congestion that only considers car and truck traffic. Conventional LOS determinations are based on subjective criteria; namely, what level of frustration (delay) is the average driver willing to tolerate? The problem with LOS is that it is biased against walking and bicycling and promotes sprawl by increasingly pointing to the need to add car capacity to roads to "improve" conditions. Relying on LOS to plan and design the street network limits opportunities to complete our streets. This is because car capacity is often provided at the expense of sidewalks and dedicated bicycle and transit infrastructure. Car capacity is quickly consumed, peak period congestion returns, and the demand for more capacity increases.

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About the Authors

Carol Gould, AICP, is a senior project manager at Fitzgerald & Halliday Inc. Her 18 years of experience at FHI has been in the area of community planning with a focus on livable communities, transportation/land-use connections, public involvement, parking, and access management.

Mike Morehouse is a licensed professional engineer who leads FHI's Mobility Service line, which focuses on multimodal transportation planning and engineering. In his work, Morehouse offers a comprehensive perspective of transportation engineering that values the relationship between vehicular mobility and placemaking.

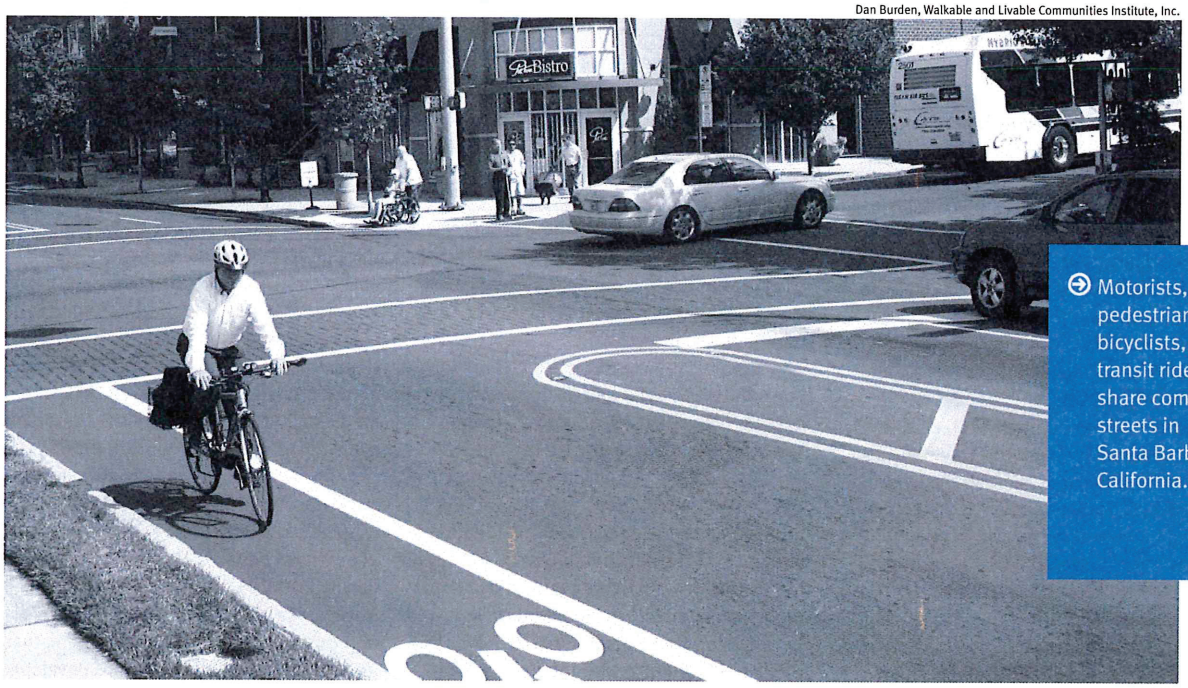
Additionally, streets are organized into a functional classification system, which is required for municipalities to be eligible for federal funding for road projects. In the federal-aid classification system, arterials, collectors, and local roads are defined to describe the purpose, or function, of these roads in terms of mobility and access. Often, roadway design standards are tied to functional classification and many design manuals tend to favor optimizing the public right-of-way for automobile mobility. Since functional classification does not take context, non-auto modes, and a number of other factors into consideration, the incorporation of design elements for bicycles, pedestrians, and transit take a back seat to creating space for cars.

Even as many communities look to better integrate land use with the transportation system as part of defining what community character and mobility means for them, transportation funding is still predominantly awarded to projects for physical upgrades to the safety and capacity of roadways as measured in LOS terms. So, even though more and more communities want public ways that are easily accessible, well connected by a variety of modes, and welcoming to pedestrians, bicyclists, and transit users and to create neighborhoods that are places for people more so than cars, federal and state monies that have been the mainstay for funding public infrastructure have not been readily available to help communities meet those goals. Zoning, the primary means communities have to integrate private land use into the fabric of the community, is a significant opportunity to create public-private partnerships and make more holistically designed streets possible.

THE COMPLETE STREETS CONCEPT

In the most basic sense, complete streets are streets for everyone. They are streets that are designed for people first and foremost. This includes people driving in cars, walking on sidewalks and crossing the

Dan Burden, Walkable and Livable Communities Institute, Inc.



Motorists, pedestrians, bicyclists, and transit riders share complete streets in Santa Barbara, California.

street, riding on buses, pedaling bicycles, rolling in wheelchairs, and so on. These people consist of children, men, and women of all ages and abilities carrying out daily activities of all types. A complete street is one that accommodates each of these unique users safely and comfortably. There is no one-size-fits-all approach to developing the ideal complete street, as every place has its own specific context and unique set of needs; however, all complete streets share the common goal of creating a safe environment for all users of the road, regardless of age, ability, or mode of travel.

COMPLETE STREETS: POLICY TO DESIGN

The first step to achieving complete streets in a community is to develop a policy. Complete streets (CS) policies establish a set of principles emphasizing safe access for all users that guide the planning and development of the public right-of-way. A typical CS policy should

- establish a vision for the community;
- address all modes and users;
- consider context;
- set standards of performance;
- create flexible design standards;
- detail how CS is integrated into projects; and
- set up a process for measurement.

CS policies can range from brief statements to lengthy reports, but they all should, at a minimum, prompt a change in how municipalities approach the planning and design of their streets. This can include revising their design manuals, developing design guidelines based on best practices, using performance metrics that address all modes, training staff to think about context during planning and design, and establishing a process for public input. The National Complete Streets Coalition is a good resource for a list of communities with complete streets policies.

In New Haven, Connecticut, a CS policy was developed as a result of two tragic pedestrian fatalities that claimed the lives of a Yale medical student and an 11-year old girl. These incidents occurred within two months of each other, and a coalition of residents, civic leaders, city officials, community organizations, and Yale University representatives formed to coordinate community activity and accelerate the pace of change with regard to improved traffic safety. In 2008, the New Haven Board of Aldermen unanimously passed an order creating a nine member Complete Streets Steering Committee to guide the development of a CS policy document and a design manual. The order also included the creation of a public process, an educational campaign, and increased traffic enforcement in the city.

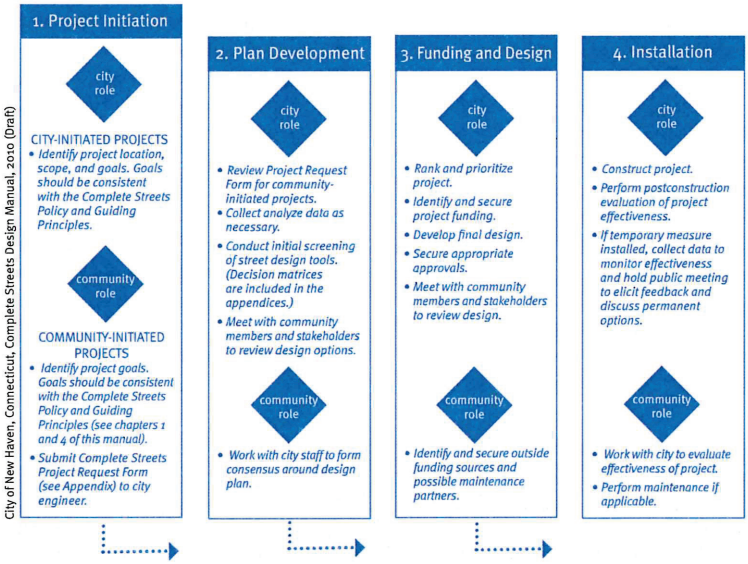
The New Haven policy was guided by the following mission: "To develop and promote a safe, context-sensitive transportation network that serves all users and integrates the planning and design of complete streets that foster a livable, sustainable and economically vibrant community." One might ask how policy leads to practice. In the case of New Haven, a city ordinance mandated the application of the policy, through adherence to principles of the Complete Streets Design Manual, to any new or improvement project affecting the public streets and sidewalks (including resurfacing, restoring, and rehabilitation projects).

Once a municipality has a clear policy on complete streets, and an approved process for delivering these projects, it then has an opportunity to engage the private development community on the value of site design that supports and enhances the improvements to the public ROW. Creating a strong set of design guidelines can be an effective mechanism for engaging a developer early in the project development cycle to establish a set of expectations for how the project will interface with the public realm.

WHO IS RESPONSIBLE FOR COMPLETING THE STREETS?

Under the status quo, state, regional, and local governments are fundamentally responsible for public ways. Street construction and maintenance are considered part of the suite of services a municipality provides for its residents. Nonetheless, state enabling acts for zoning generally authorize local governments to require streets, sidewalks, and bicycle facilities along with other essential services to occupants within or internal to a proposed development. As many as 26 states also authorize local governments to employ exactions or impact fees to pay for traffic impacts to existing, abutting public roadways. In addition, many states authorize zoning commissions to accept a fee in lieu of parking, which monies can be used to enhance transit services. At a minimum, through zoning, property owners can be held responsible for safe ingress and egress to a site. This has been interpreted to include improvements to abutting streets with requirements for traffic impact mitigation in the form of turning lanes, signals, and medians, but only when the development is expected to generate significant traffic.

Zoning requirements can also include street elements, such as lighting, stretches of sidewalk, and crosswalks at the property line to serve public-safety objectives for pedestrians and bicyclists. At the same time, in the absence of measurable adverse effects to traffic on the adjacent roadway system, there are limited options for requiring a developer



Steps in the complete street design process.

to improve the public way for broader goals of mobility, connectivity, and accessibility. The exception to this is for comprehensive master planned developments where the developer proposes a system of streets internal to the development as part of the site concept as a whole and will ultimately be dedicating those to the community as public streets. These types of developments commonly take the form of a planned unit development (PUD), TND, TOD, or occur within a form-based regulating plan area. In these cases, zoning language regulates street design within the confines of the development area and may require that design facilitate connections to transportation networks off-site. The challenge with such design provisions is to effectively achieve synergies between the internal circulation elements within that defined area and a system of complete streets on the connected and surrounding public roadway system. Private development does have an impact, not only on traffic volumes on public streets but on access to the full range of modes by which people travel. If zoning is intended to manage private development in pursuit of implementing community-wide goals, including those for complete streets, then those elements should be part of any regulations package.

INCORPORATING CS PROVISIONS INTO DEVELOPMENT REGULATIONS

Just as a community's comprehensive plan establishes a legal standing for zoning, provisions for completing the streets are most sound when associated with a documented community-wide complete streets policy encompassing all public ways. Any language requiring complete streets elements in zoning or subdivision regulations should be cross-referenced with a broader transportation policy. Where a community adopts not only a CS policy but a well-detailed design-guidance manual, then that can serve as a basis for comparable design language in the regulations.

In New Haven, along with the adoption of the city's CS complete streets policy and design manual into the code of ordinances, the zoning regulations were updated to include more comprehensive requirements for bicycle and pedestrian access internal to a development. Similarly, Charlotte, North Carolina, adopted an Urban Street Design Guidelines Policy Summary in 2007. The city subsequently added a subdivision ordinance amendment requiring all new streets in proposed subdivisions to meet those urban street design guidelines and adopted zoning language to require connectivity as part of its six distinct TOD overlay zones. The TOD regulations have the following guiding statement of intent: "Transit oriented development uses shall be integrated with the surrounding community, easily accessible, and have a good internal circulation system for a variety of travel modes." This statement of intent is followed by specific standards addressing the location and design of sidewalks, streetscapes, bicycle parking, urban open spaces, access/entrances, and consistency with station-area plans as well as other site features (§9.1201–1213).

It is worth noting that communities can take two overall approaches to incorporating CS principles into development regulations: as guidelines and as requirements. Each approach has its place. While requiring features such as sidewalks and bicycle parking guarantees inclusion on a site plan, the drawback is that requirements tend to be rigid and need qualification. Conversely, street elements phrased as guidelines can leave their application open to interpretation, and it may be more challenging for a planning or zoning commission to get what they deem best for a site. In both cases, carefully drawn graphics depicting the desired design are extremely beneficial to making the regulations' intent clear.

Complete streets, by their very nature, are context sensitive. For example, it is not uncommon for an urban site within a TOD district to be essentially landlocked, with limited connectivity to existing public streets and where design flexibility for the interface with that street is desirable. Flexibility in design, written as guidelines as opposed to requirements, gives the zoning commission and developer room to negotiate the most effective means to ensure access by many modes in the specific context of the site.

Norwalk Connectivity Plan—FHI, 2012

Visualizing a complete street for downtown Norwalk, Connecticut.

CRAFTING REGULATORY AMENDMENTS FOR COMPLETE STREETS: TWO METHODS

There are many communities that have adopted zoning and subdivision provisions requiring individual CS elements such as sidewalks and bicycle parking as part of design for new developments. Many have also taken a fresh look at their parking regulations as a means to consider better accommodations for pedestrians and bicyclists. Consequently, communities commonly have incorporated language regarding mobility

and access either within the section on parking and loading, as an aspect of parking facility design, or in a subsection focused on design for internal circulation and streetscape character within a special district, such as a TOD zone. Few communities, however, have expressly tied those requirements to a community-wide CS policy or to connectivity goals for the transportation system as a whole. The Charlotte ordinances provide one example linking a municipal CS policy with subdivision site design as well as special district design. For a comprehensive approach to incorporating CS directives into zoning, two complementary methods should be considered: (1) CS-supportive provisions in special district regulations and (2) CS-supportive provisions in citywide design standards. Both should be linked to a communitywide CS policy.

For specialized zones, including TOD, TND, PUDs and form-based districts, design guidance in the regulations is intended to create a specific type of place with a defined character, where travel by auto is intended to be balanced with other transportation modes. The table above provides a sampling of special zone types and how street design requirements have been used to promote complete streets.

Alternately, communities may elect to create a stand-alone section on CS design within an article or chapter of design standards or so-called "supplemental regulations." Although few communities have done this, the compendium *21st Century Land Development Code* offers a comprehensive model zoning subsection (Section 5.23) on street design standards and transportation (bicycle parking standards are included in a separate section on parking).

As noted with the examples above, some municipalities go beyond roadway classification to categorize streets into broader "typologies" that account for nonmotorized road users (pedestrians, bicyclists, and transit) as well as land-use context and environmental factors. These typologies can be part of a separate design manual (as was done for Austin) or codified in the zoning regulations (as was done in Sarasota County). In either case, the typologies lay the foundation for considering which CS design elements are desirable in each context. New York City's *Street Design Manual* includes the following common street typologies:

- General Streets are the most prevalent street design and can be tailored to serve both local and through street contexts. This design frequently emphasizes motor vehicle access and movement, but the street may also include dedicated facilities for other users, such as pedestrians and bicyclists.
- Boulevards are wide streets with multiple roadways and medians and an emphasis on greening and design quality. The medians sometimes include pedestrian and bicycle paths.
- Slow Streets are local streets that make extensive use of traffic calming measures to discourage vehicular through traffic, reduce vehicle speeds, green and beautify the streetscape, and create a comfortable environment for bicycling and walking.
- Pedestrian Streets usually involve the full-time restriction of vehicle access to a street, though delivery access may be allowed in off-hours. Bicyclists can either be allowed to ride through or be required to dismount and walk.
- A Transit Street exists for exclusive or near-exclusive surface transit (bus) use, or where transit operations are given priority.

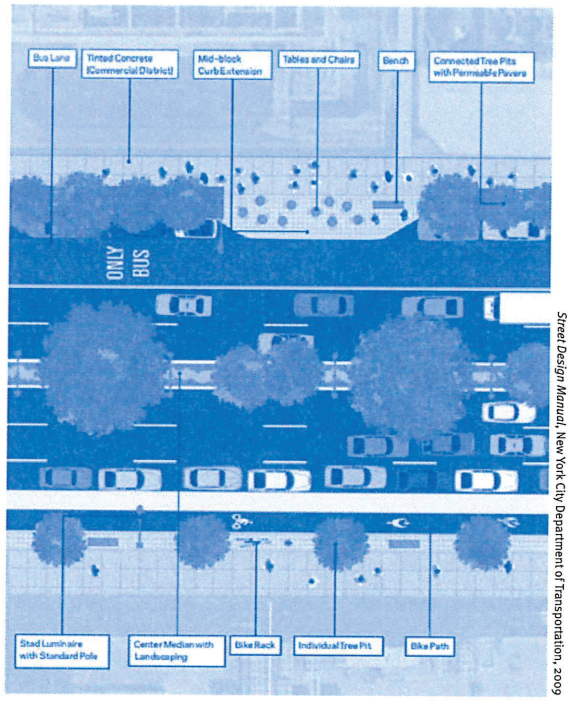
Even the best conceived CS designs are hampered if land development doesn't do its part. The *Model Design Manual for Living Streets*, published in 2011 by Los Angeles County, includes the following land-development design principles to facilitate the successful application of complete streets:

- The distribution of land uses should be designed to allow everyday destinations (e.g., schools, parks, and retail shops) to be located within a comfortable walking distance of most residences.
- All buildings should contribute to the character of the streetscape, face the street with attractive entrances that welcome pedestrians, and have windows that overlook the street to create a sense of security.
- The setback between buildings and the sidewalk should be designed to enhance the pedestrian experience, whether setbacks are attractive landscaped yards that provide privacy for building occupants or shop fronts at the sidewalk that display merchandise to passing pedestrians. In no cases should cars, parked or moving, be placed between the sidewalk and the buildings.
- Off-street parking and service access and their driveways should be designed to disrupt the pedestrian experience as little as possible.
- The mix and intensity of land uses should be designed to support and be supported by efficient transit systems whenever possible.

JURISDICTION	DISTRICT TYPE	STREET DESIGN PROVISIONS OVERVIEW
Seattle	Pedestrian overlay	Section 23.34.086 of Seattle's Land Use Code provides for a 'P' designation as an overlay to a number of commercial zones with the intent to "preserve or encourage an intensely retail and pedestrian-oriented shopping district where non-auto modes of transportation to and within the district are strongly favored." Design criteria include the use of building setback areas for sidewalks, lighting, and other pedestrian safety features.
Austin, Texas	TND	Chapter 25-3 of Austin's Land Development includes standards for TND. The regulations refer to the Traditional Neighborhood District Criteria Manual for guidance on innovative street design. This manual includes six street types with associated sketches of preferred design as well as separate specifications for pedestrian paths.
Aurora, Colorado	TOD	Section 146-728 of Aurora's zoning code addresses TOD District development standards, including those for pedestrian-friendly streets. It refers to the urban street standards in Section 126-36-5 of the city's code, which specifies street design standards, including layout, according to street typology.
Sarasota County, Florida	Form-based code	Sarasota County's Village, Hamlet and Settlement Area regulations include 14 acceptable street typologies, with three-dimensional sketches of acceptable street cross-sections and specified widths for sidewalks, planting strips, parking, and travel lanes (§11.2.8).

INCENTIVES FOR COMPLETING THE STREETS

Any discussion of zoning must include not only how to require developers to provide desired site design and function, but how to encourage them to do so. In an ideal world, the most successful developments are, from a community-form perspective, always those where a



Street Design Manual, New York City Department of Transportation, 2009

The graphic-rich New York City *Street Design Manual* shows potential appropriate complete streets elements by street typology.

mutually beneficial site design is achieved as a public-private partnership between the developer and the zoning authority. There are several ways a developer can be encouraged to contribute to completing the streets including

- expedited permitting processes;
- easing of other requirements—such as parking reductions if elements to complete adjacent streets are constructed;
- tax abatement for construction of improvements; and
- public-private partnerships for maintaining CS elements once constructed.

Finally, as with any addition to a set of zoning regulations, new language for completing the streets must be correlated, reconciled, and cross-referenced to other design requirements. For example, parking provisions that allow for shared parking within walking distance of a use should be cross-referenced with design guidelines for sidewalks to note that sidewalks should be located and designed with connectivity in mind to facilitate use of off-site spaces.

CONCLUDING THOUGHTS

Beyond ensuring that developers provide CS elements within a site, zoning authorities can also both require and encourage sites to be designed to integrate well with a network of public complete streets. While there are limited examples out there today of communities that have done this through their development regulations, it is a worthwhile objective that, hopefully, will be pursued more in the future. The goal is not only connectivity and multimodal access both within and among developments, but to create lasting partnerships between the private development community and local governments for providing complete public streets.

As with all zoning provisions, the impacts of CS standards will be most apparent in the long term. That is, the pace of private development is uneven and as such, only contributes to the evolution of community character, including the street network, over the course of many years. Furthermore, zoning regulations are just one of a range of tools that communities can use to achieve their mobility goals. Yet, as a community evolves, over time the contributions of private land development to the overall public realm, including complete streets, do add up incrementally and can become a substantive factor in enhancing mobility and access. The ultimate challenge is to take a truly context-sensitive look at each place where complete streets would be applied, identify the role that public agencies and private developers can and should play, and then craft CS policies accompanied by a practical program, including targeted zoning provisions, to see them implemented.

REFERENCES

- Active Transportation Alliance. 2013. "Active Transportation Policy." Available at www.atpolicy.org.
- Charlotte (North Carolina) Department of Transportation, City of. 2007. *Urban Street Design Guidelines Policy Summary*.
- Duncan Associates. 2013. See www.impactfees.com.
- Fitzgerald & Halliday, Inc. et al. 2010. *City of New Haven Complete Streets Design Manual*. New Haven, Connecticut: City of New Haven.
- Frelich, Robert H. and Mark White. 2008. *21st Century Land Development Code*. Chicago: American Planning Association.
- New York Department of Transportation, City of. 2009. *Street Design Manual*.
- Parolek, Daniel G., Karen Parolek, and Paul C. Crawford. 2008. *Form-Based Codes*. Hoboken, New Jersey: John Wiley & Sons, Inc.
- Ryan Snyder Associates et al. 2011. Model Design Manual for Living Streets. Los Angeles: County of Los Angeles.
- Massachusetts Executive Office of Energy and Environmental Affairs, Commonwealth of. 2012. Smart Growth /Smart Energy Toolkit. Available at www.mass.gov/envir/smart_growth_toolkit.
- Smart Growth America. 2013. National Complete Streets Coalition, www.smartgrowthamerica.org/complete-streets.

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DO YOUR DEVELOPMENT REGULATIONS PROMOTE COMPLETE STREETS?

2

Complete Streets:
Best Policy and Implementation Practices

Barbara McCann and Suzanne Rynne, Editors

American Planning Association

Planning Advisory Service
Report Number 559

COMPLETE STREETS:

BEST POLICY AND IMPLEMENTATION PRACTICES

Barbara McCann and Suzanne Rynne, AICP, Editors

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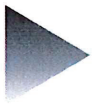
CHAPTER 5

Making the Transition: Planning for Change and Addressing Problems



It should be clear that complete streets policies can and should lead to changes in transportation planning, design, and construction processes. But how do communities make the transition from traditional, automobile-based transportation planning to a more inclusive and multimodal process? What are the biggest issues they must resolve? And how do they measure the success of their new way of doing business?

SAFETY AND COMFORT FOR ALL STREET USERS: NEW HAVEN, CONNECTICUT

In the city of New Haven, Connecticut, a variety of local factors mobilized members of the community to encourage the adoption of a complete streets policy in the fall of 2008. These factors included (1) a very high proportion of workers commuting on foot or by bike, carpool, or public transit; (2) two high-profile pedestrian fatalities; (3) data indicating a disproportionate rate of pediatric injury; and (4) the elevation of local streets as public places that define quality of life and the overall image of the city. Activists in the area made it a priority to rally public support for a comprehensive policy to make the streets of New Haven safer and more comfortable for all users.

Activists, city officials, and aldermen worked together to draft and adopt a set of goals and develop an implementation program. The resulting policy explicitly outlines comprehensive steps to make sure that complete streets implementation will be a community effort. A steering committee has been tasked with developing a design manual, ensuring that engineers—key players in implementation—are not left out of the process. Further, the committee must develop a process to involve the general public in the planning and design of complete streets in their neighborhoods.

Although the city does not have the public funds available to support projects solely dedicated to completing the streets, a tremendous amount of private investment is available to the city despite the challenging economic times. Thus, the city has been using funds from private investors to develop its bikeway system and enhance bicycle and pedestrian access to transit hubs.

Ethan Hutchings, City of New Haven

Figure 5.1. *Concerns for pedestrian safety have helped fuel New Haven's complete streets movement.*

Bureaucratic procedures have stood in the way of complete streets implementation in New Haven; however, the policy addresses this issue. According to Mike Piscitelli, AICP, city transportation director, "This policy was more about how to organize ourselves for the longer term. How do we create a lasting system?" City officials have found that the policy has created a more comprehensive and systematic approach as it coordinates the efforts of staff, who previously had worked in unrelated silos, to promote similar goals. The policy focuses on changing the way the administration does business so as to provide a sustainable, reliable transportation system for all roadway users well into the future.

Finally, the policy emphasizes the importance of public education campaigns to promote complete streets principles. One campaign that stands out is the award-winning "Street Smarts," in which drivers take a pledge to be cognizant and respectful of other roadway users. In New Haven, citizens can receive training to become a "Smart Driver"; all city and school bus drivers go through this program. The city has emphasized the relation of the Street Smarts campaign to the complete streets legislation.

According to Piscitelli, "Instead of focusing solely on regulations, we are addressing human behavior as the central focus of the safety campaign and then complementing education with physical improvements." This is one unique and, according to Piscitelli, successful aspect of the systematic change taking place in New Haven.

The New Haven Street Smarts program website can be found at www.cityofnewhaven.com/streetsmarts/index.asp. Read about the New Haven Safe Streets Coalition's local advocacy at www.newhavensafestreets.org.

This chapter addresses these issues. It explores implementation planning, training, performance measures, and exception procedures. It also examines how some jurisdictions have shifted their transportation priorities and what that has meant for their relationships with other agencies that control roads in their community.

IMPLEMENTATION PLANNING

It is too easy to adopt a strongly worded complete streets resolution or even a law—and then let it sit, unimplemented. Many communities have taken years to move their policies from paper into practice, with fits and starts along the way. For example, Oregon's 1971 bike bill was ignored by many local governments until a 1992 lawsuit led to a court decision confirming that the law must be applied to all road projects. (See sidebar, p. 28.)

In Massachusetts, the 1996 bicycle and pedestrian accommodation law calls for "reasonable provisions" for bicyclists and pedestrians, but the Massachusetts Highway Department struggled to understand what that meant substantively, and transportation modes other than automobiles remained an afterthought. A full complete streets implementation process was not born in the state until the state highway design manual was rewritten in 2006.

One way to get things moving is to create an implementation plan—or to charge a committee with doing so. An implementation plan can identify documents and processes that need to be changed, assign responsibility for who will be making such changes, and name specific documents or processes that should be created as part of complete streets implementation. This was the case in New Haven, Connecticut. In order to back

up its complete streets policy with action, the city established a steering committee to focus on policy development, establish a complete streets design manual, encourage community involvement, spearhead an educational campaign, and work with city police officers to ensure that traffic enforcement is in alignment with the policy goals.

Seattle and Chicago have focused on a systematic review of all documents that need to be updated to implement the policy. Seattle also established an internal complete streets steering committee to help clarify and define the daily operational practices that the Department of Transportation would take to implement the policy.

The California DOT, Caltrans, adopted a limited policy in 2001 and expanded it in 2008 to include transit and apply to seniors and people with disabilities. Following the update, Caltrans decided to create an implementation plan, overseen by a high-level steering committee, that engaged all 12 of the department's districts and created specific next steps. Among other items, the plan called for a review of all relevant transportation documents and for reports on specific topics such as work-zone issues and how to incorporate changes into repaving and maintenance projects.

Such formal implementation plans are the exception rather than the rule. The places that have moved beyond the initial policy statement have usually done so by creating a more detailed transportation plan, design manual, or design standards, often while working to apply complete streets principles to specific projects. Other places have been content to take a more ad hoc approach, learning from the experience of pilot projects, with the intent to codify new standards and procedures later.

CHANGING EVERYDAY TRANSPORTATION PLANNING PROCESSES

Traditionally, engineers and planners in transportation agencies and public works departments have made their day-to-day decisions on the basis of the demands for roadway capacity expansion and repair. One of the biggest challenges for complete streets advocates is changing business as usual. New planning processes can help guide planners and engineers through new procedures and ways of thinking.

One of the most systematic changes to date has occurred in Charlotte, North Carolina. Prior

COMPLETE STREETS TRAINING AND IMPLEMENTATION IN CHICAGO

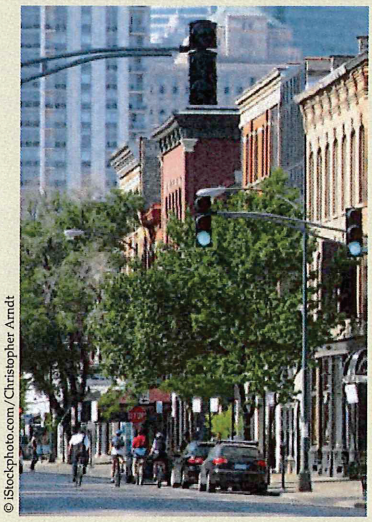


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Figure 5.2. Cars share the streets with bicyclists in downtown Chicago.

The City of Chicago adopted a complete streets policy in October 2006. The policy states, "The safety and convenience of all users of the transportation system including pedestrians, bicyclists, transit users, freight, and motor vehicle drivers shall be accommodated and balanced in all types of transportation and development projects and through all phases of a project so that even the most vulnerable—children, elderly, and persons with disabilities—can operate safely within the public right of way."

In order to help staff understand and implement the policy, the Chicago Department of Transportation worked with the Chicago Metropolitan Agency for Planning to sponsor a series of training sessions for city planners, engineers, and project managers. Several hundred people participated in four two-day workshops. The workshops resulted in a greater awareness of complete streets issues and helped to increase understanding of potential design considerations.

While the city has taken steps over the last few years to implement the policy, it is now comprehensively assessing the status of complete streets implementation and how it can be improved. According to Kiersten Grove, pedestrian program coordinator, the project "aims to identify opportunities and challenges in existing city policies and practices and to create a series of recommendations to address these." Grove anticipates that in addition to the recommendations, a project checklist will be developed to assess the degree to which complete streets are realized in project development.

The city hopes to operationalize complete streets in all phases of a project including planning, design, construction, and maintenance. The implementation project is engaging a diverse set of stakeholders—including multiple city departments, state agencies, and representatives from the local advocacy community—in order to include a broad range of disciplines in creating solutions and building awareness.

Information about Chicago's complete streets policy and its broader Safe Streets for Chicago initiative is available at www.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/SafeStreetsforChicago_programsheets.pdf.

PLANNING AND DESIGNING FOR COMPLETE STREETS: CHARLOTTE, NORTH CAROLINA

After decades of rapid growth, Charlotte, North Carolina, was becoming dependent on thoroughfares and cul-de-sacs; the city had no bicycling routes and an incomplete sidewalk network. In the early 2000s, however, planners and engineers at the Charlotte Department of Transportation (CDOT) began to create a street network designed and operated for people, whether in cars or buses, on bikes, or on foot. Today, armed with new guidelines and a new approach to street design, Charlotte is completing its streets.

The 2006 Transportation Action Plan (TAP), the city's first comprehensive transportation plan, has played a major role in achieving Charlotte's goal to integrate land-use and transportation choices. The TAP describes policies, projects, and programs that support continued growth while making the best use of existing infrastructure and transportation resources and preserving a high quality of life. Among its goals is the promotion of a "balanced, multi-modal transportation system that serves the mobility needs of all segments of the population, accommodates all travel modes, and promotes community economic development needs." It also aims for context-based street design, expanded public transportation service, improved safety for all users, and improved connectivity of the transportation network.

City of Charlotte

Figure 5.3. *New urban street-design guidelines are improving local streetscapes in Charlotte.*

Many of these goals are being implemented through Charlotte's Urban Street Design Guidelines (USDG), adopted in October 2007. To create the USDG, developers, interest groups, city staff, and residents were interviewed to ensure their concerns were addressed. While consultants were hired for some tasks, staff remained at the forefront, ensuring true ownership of the results.

The USDG focuses on providing the best possible streets to accommodate growth, create transportation choices, and maintain Charlotte's livability. Transportation choices are created both through providing more connections across the network and by building complete streets that make other modes viable. By providing a better street network, Charlotte hopes to increase its overall transportation capacity and improve air quality, while supporting the land-use decisions needed for Charlotte's future growth, including more compact development. Streets identified as favorites by residents in surveys tend to be found in older neighborhoods, are closer to the city's core, and feature street-tree canopies and pedestrian amenities. The city aims to build more streets that have these characteristics.

To meet these goals, a new street classification system was developed as an overlay to standard federal classifications. Staff believed that the best way to balance modal needs was to develop a process for designing streets wherein the varying interests and needs of all users—and various land uses—were considered and the design trade-offs were examined. Five new street types emerged, falling along a continuum ranging from most pedestrian friendly to most auto oriented. There is an explicit understanding that all street types along this range will be designed with all potential users in mind. Once a street or portion of a street is classified, both street design and future land-use decisions will reflect that classification.

The emerging street network is also context based. Preferred and maximum block lengths based on land use are specified for new public or private development projects, encouraging a dense, well-connected network of streets. "Intentionally and inherently, street design is tied to intensity and density of development," says Norm Steinman, planning and design division manager. "We made it very clear that where there will be more density, we expect more streets and more blocks."

Typical cross sections for each street type were developed to encourage planners and engineers to think about each project and fully consider its context and use—both now and in the future. There is no one-size-fits-all approach; Charlotte deliberately chose not to include dimensions on many cross sections, which would be too prescriptive. The exception is for local streets, where a stricter approach is preferred. Even there, however, several options are provided to ensure a good match between each street and the adjacent land uses. For nonprescriptive (thoroughfare) street types, the cross-section design is intended to be the final step of a more comprehensive sequence of fact-finding and decision making.

As part of the USDG, CDOT created new methodologies for determining multimodal levels-of-service (LOS). The new methods look similar to automotive LOS, allowing a comparison for evaluating trade-offs and helping to convince engineers that complete streets design can be based on analysis. LOS measures for pedestrians and cyclists are applied in conjunction with traditional vehicular LOS. The new measures identify and evaluate roadway features that influence the safety and comfort of pedestrians and bicyclists, such as crossing distance, crosswalks, bike lanes, corner radii, and traffic-signal timing and placement.

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CDOT added to this innovation by using a two-hour peak congestion analysis, rather than the traditional one-hour look. When using the standard 60-minute interval, engineers might be more likely to add additional turn lanes at intersections. "This is logical for 30 or 45 minutes," says Transportation Planner Tracy Newsome, "but what about the rest of the day?" Pedestrians would face longer crossing distances all day to accommodate a potentially brief period of vehicular congestion. The duration of congestion is crucial in determining the need for roadway changes.

All of this does not mean that CDOT is unconcerned about congestion and travel delays. On road diet projects, for example, CDOT undertakes careful analyses to ensure that vehicular flow has not been worsened. A range of measures are used, including crashes, speeds, and volumes at peak periods, both before and after the conversion.

The extra analysis now used throughout CDOT is credited by Newsome and Steinman as a key reason the USDG works and is supported by staff. "We're not eliminating analysis but instead doing more of it," says Steinman. The results, once thought counterintuitive, are proven through logic and methodology. As a result, engineers are more likely to be on board.

At first, some design engineers wondered how the new analytical processes would work, says Newsome, because they did not seem like traditional traffic analyses. However, after working through the new method and using a six-step process, former skeptics have become advocates for the changes. They appreciate the additional technical analysis, which is blended with meaningful public participation to identify logical options and to create better streets.

Engineers were not the only ones with doubts—the public had to see the process work as well. CDOT has been incremental in its approach, applying the new designs on their own projects. This has created real-world examples of how the process and street designs look and function. CDOT uses these projects to demonstrate how all the elements work together. This makes communicating the many benefits of complete streets to the community far easier.

Charlotte is now working to integrate the USDG into zoning and subdivision codes, which would require developers to follow the guidelines. Because private developers construct the vast majority of new streets in the city, the updated codes will assure an integrated, connected system of complete streets necessary for mobility and growth. Over the past few years, CDOT has been informally applying the USDG process when reviewing conditional rezoning applications. During these reviews, CDOT has asked for conditions or modifications that reflect their street design goals, like planting strips and bike lanes. Several recent large-scale developments have agreed to follow the USDG, including the planned redevelopment of the 90-acre site of the old Charlotte Coliseum. Eight recent area plans have applied USDG guidance as well.

Charlotte, unlike many jurisdictions in North Carolina, is responsible for maintaining most of its local roads and many of its thoroughfares. However, the North Carolina Department of Transportation controls several major thoroughfares and the city's extraterritorial jurisdiction (ETJ), unincorporated areas within Charlotte's growth boundary. All roads in the ETJ are constructed to the standards of NCDOT, which are quite different from, and sometimes contradictory to, the USDG used within the city. According to Steinman and Newsome, this has sometimes been an issue. Many of their negotiations have been over lane width; where Charlotte would allow, 11- or 10-foot lanes, NCDOT requires 12-foot lanes. Other elements—turn lanes, curb radii, bike lanes, on-street parking—have also been contentious. However, a complete streets policy adopted by the NCDOT in mid-2009, which drew on the experience in Charlotte, is expected to help the two agencies align their visions.

Charlotte's TAP also addresses the costs of maintaining a good quality of life and mobility. Some costs have increased, as CDOT is installing more sidewalks, planting strips, and bike lanes; sometimes this can mean increased costs in acquiring right-of-way. However, after going through the six-step process, the city has concluded that the costs in widening the right-of-way for sidewalks and bike lanes will pay off in future mobility. With some intersection projects, CDOT saves by not adding as many lanes as they would have under a different process.

Other changes to the streets to make them more functional for all users have little to do with construction and cost very little. For example, Charlotte has changed its operations approach, especially in prioritization and style of crossings. They have added countdown pedestrian signals, increased the visibility crosswalk markings, and reduced most traffic signal cycles to no more than two minutes to minimize the time pedestrians spend waiting to cross.

Overall, Charlotte is on a steady path to implementing its policy. As of the end of 2009, the city had completed 16 projects to create complete streets, and 18 more are in the works. Eleven intersections have been modified, with 10 more projects planned. Fifteen projects have added new sidewalks, and 40 more are planned. The city now has more than 50 miles of bikes lanes, up from almost zero 10 years ago.

In some ways, Charlotte's guiding vision is not really new. As Steinman puts it, "We're going back to what has worked in the past, and trying to create the type of community that has sustained itself for decades." The six-step process is simply a good planning process that is well defined, and "new" street designs reflect those built in the early 20th century that have stood the test of time. "We're only innovative in that we are forcing ourselves to think," says Newsome. "Is the additional left-turn lane really needed to relieve congestion that exists for just 45 minutes at the expense of pedestrians and bicyclists using that street all day?" Armed with strong policies, good design standards, and a context-sensitive outlook, CDOT planners and engineers fully own their vision and take pride in their work, allowing them to create better streets not just for motorists but for pedestrians, bicyclists, and others working and living in Charlotte.

Charlotte's Urban Street Design Guidelines, along with policy summary and implementation process documents, can be accessed at www.charmeck.org/Departments/Transportation/Urban+Street+Design+Guidelines.htm.

MOVING TOWARD COMPLETE STREETS: PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

PennDOT is working to change its traditional automobile-oriented approach. It has emphasized context-sensitive solutions since 2001, and the agency's compliance with federal ADA requirements has been key in revising design guidelines for accommodating pedestrian access. The 2008 Smart Transportation Guide, developed in partnership with the New Jersey DOT, has further enabled PennDOT to consider the needs of all users and integrate all modes of transportation. Finally, the state's secretary of transportation, Allen Biehler, has been a leader in thinking about a complete transportation system encompassing multiple roads, rather than just focusing on highways.

One of the most helpful tools PennDOT uses to take a proactive approach to complete streets is its Bicycle and Pedestrian Checklist. The checklist is used throughout PennDOT's project planning and programming, scoping, and final design processes, and it ensures that bike and pedestrian accommodations are considered from the very beginning of a project. According to Danielle Spila, director of PennDOT's Policy Office, the checklist is just one of various complete streets–type policies in place throughout PennDOT under the umbrella of its Smart Transportation policy.

PennDOT

Figures 5.4–5.5. *(Above) Annville Township's Main Street before and (below) after traffic-calming streetscape improvements, leveraged with PennDOT assistance*

In 2007, PennDOT policy was revised to mandate that highway and bridge projects must evaluate access and mobility needs of pedestrians and bicyclists. As a result, the checklist, which had been in existence for several years, was officially made part of PennDOT's project development process. In the initial planning and programming phase of that process, the checklist is used to ensure consistency with existing bicycle and pedestrian planning documents; evaluate current and future usage by bicyclists and pedestrians; consider safety needs; and take into account community development and land-use patterns as well as the availability of transit. In the second phase, scoping, the checklist provides design specifications to determine what pedestrian and bicycle features will be necessary based on Phase 1 findings and guides field-checking to note any site constraints. In the final design phase, the checklist provides a "cookbook-style" matrix of various bicycle and pedestrian design elements to assist in creating project plans.

(continued on page 51)

decision making had focused on meeting automobile level-of-service standards, but the development of the new Urban Street Design Guidelines has led to a transportation planning process that is flexible, inclusive, well-documented, and clear. The Charlotte Department of Transportation's six-step process focuses on project context and has fostered creative solutions to transportation questions.

1. Define the existing and future land use and urban design context.
2. Define the existing and future transportation context.
3. Identify deficiencies.
4. Describe future objectives.
5. Recommend street classification and test initial cross-section.
6. Describe trade-offs and select cross-section.

The process ensures that planners understand the project and the area that surrounds it, and is applied to all plans, programs, and projects that could affect existing streets or result in new streets. This includes area plans, streetscape plans, neighborhood improvement plans, development proposal reviews, and preparation of capital improvement plans. Area planning, in particular, benefits from the process, as it provides the framework necessary for integration of land use and transportation on a larger scale.

Other places are using checklists as a way to ensure early consideration of the needs of all users. PennDOT uses a bicycle and pedestrian checklist throughout its project planning and programming, scoping, and final design processes to ensure that bicycle and pedestrian accommodations are considered from the very beginning of a project. On a regional scale, the Metropolitan Transportation Commission (MTC), the San Francisco Bay Area's MPO, adopted a routine

accommodation checklist in 2008 for those projects applying for funding through the American Recovery and Reinvestment Act (see MTC sidebar, p. 53).

FROM THE PENNDOT BICYCLE AND PEDESTRIAN CHECKLIST

1. Consistency with Bicycle/Pedestrian Planning Documents
   - Is the transportation facility included in or related to bicycle and pedestrian facilities identified in a master plan?
     - MPO/LDD bike/ped plan
     - Local planning documents
     - BicyclePA Routes
     - Statewide Bicycle and Pedestrian Master Plan
2. Existing and Future Usage
   - Do bicycle/pedestrian groups regularly use the transportation facility?
     - Bike clubs
     - Bicycle commuters
     - Hiking, walking, or running clubs
     - Skateboarding or rollerblading groups
     - Bicycle touring groups
     - General tourism/sightseeing
   - Does the existing transportation facility provide the only convenient transportation connection/linkage between land uses in the local area or region?
3. Safety
   - Would the transportation facility (and all users) benefit from widened or improved shoulders or improved markings (shoulders, crosswalks)?
4. Community and Land Use
   - Are sidewalks needed in the area?
     - Presence of worn paths along the facility
     - Adjacent land uses generate pedestrian traffic
     - Possible linkages/continuity with other pedestrian facilities
   - Is the transportation facility in close proximity to hospitals, elderly care facilities, or the residences or businesses of persons with disabilities?
5. Transit
   - Is the transportation facility on a transit route?
6. Traffic Calming
   - Is the community considering traffic calming as a possible solution to speeding and cut-through traffic?

Since 2004, the Virginia Department of Transportation has been working to counter its traditional transportation mind-set with a routine accommodation policy. In 2006, VDOT added a new section to its scoping forms for new construction and maintenance activities to ensure that multimodal accommodation is considered for each project. To supplement the forms, VDOT also created a simple decision tree that helps determine whether or not a project is exempted for any of the reasons outlined in the policy statement. These have been important tools for working to change the status quo. (See Figure 5.6, p. 52)

(continued from page 50)

The checklist is important because it acts as a data-gathering piece, pulling together all of the necessary information early in the planning process so that proper funding can be applied to ensure the inclusion of bicycle and pedestrian facilities. According to Ben DeVore, a civil engineer and PennDOT bike/ped coordinator, mandatory use of the checklist has had a positive impact on provision of accommodation. Most accommodation needs are now identified early in the process, and design solutions can be engineered in from the start. The checklist also enables PennDOT to include local communities and transportation users; relationships are established through having one-on-one conversations with these stakeholders to determine their needs. However, DeVore's experience has shown him that the effectiveness of the checklist to a large extent depends on who uses it. Project managers are officially responsible for completing checklists, but DeVore completes the checklists for all projects in his district to ensure that adequate attention is paid to this step.

Other challenges to successful implementation remain. Patrick Roberts, a former PennDOT planner who now works as principal transportation planner for the City of Pittsburgh, asserts that local planners must work with PennDOT to ensure that accommodation needs are met on projects in their communities. While PennDOT's jurisdiction in urban areas is minor—Roberts estimates that PennDOT is involved with about 5 percent of the roads within Pittsburgh—the roads it does work on are vital for connectivity throughout the city.

Cost is always an issue, according to DeVore. ADA accommodation is absolutely required, so sometimes a project must be scaled back to incorporate all the required improvements. When multimodal needs are considered very early in the process, the costs are incorporated into PennDOT's project budget from the beginning and are not as much of an obstacle. If bike/ped improvements are added to an active project, however, the local municipality may be asked to come up with the additional funds, and that can be a problem.

Sidewalks can be another sticking point. In Pennsylvania, responsibility for sidewalk maintenance has been delegated to municipalities, so while PennDOT will build sidewalks if they are incorporated into the project design early in the process, the municipality must still sign a maintenance agreement. Local politics can play a role as well. In more rural areas where the car is king, politicians don't see a need for complete streets and are often against reducing lane capacity to accommodate other modes of transportation.

Through its Smart Transportation policy, the driving force of which is consideration of all modes, PennDOT is moving toward a complete streets perspective. The bicycle and pedestrian checklist is an important tool to make sure that accommodation issues are considered very early in the process, so that these facilities can be planned and designed into a project from the start.

For more information on PennDOT's Smart Transportation initiative, see www.smart-transportation.com. The Smart Transportation Guidebook can be downloaded at www.smart-transportation.com/guidebook.html. The Bicycle and Pedestrian Checklist, Appendix J in PennDOT's Design Manual 1A, can be found at ftp.dot.state.pa.us/public/Bureaus/design/PUB10A/Appendix/Append-J.pdf.

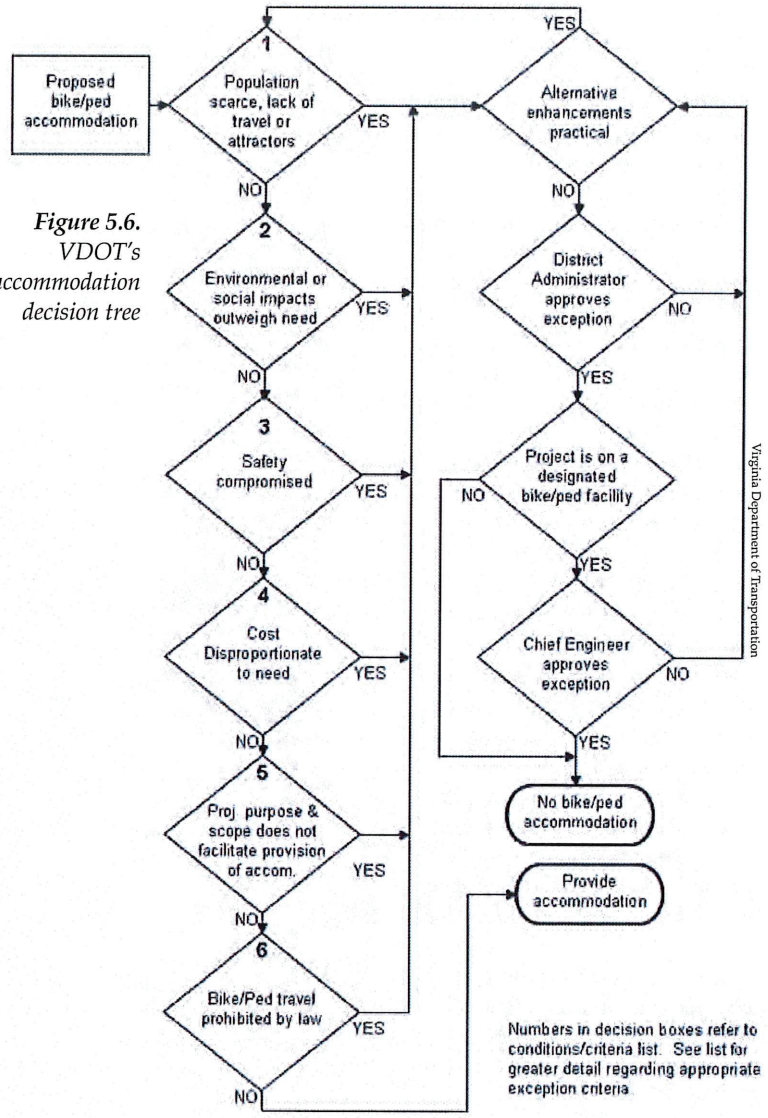

Figure 5.6. *VDOT's accommodation decision tree*

Another common innovation is the use of planning teams and early project meetings. In Roanoke, Virginia; Columbus, Ohio; and Seattle, project development starts with broad team meetings that bring all relevant departments together to coordinate everything from utilities to transit stops along a corridor.

TRAINING

A common complaint is that transportation planners and engineers have not received the technical training needed to effectively serve all transportation system users. Many learned very little in their formal education about planning and designing facilities for bicyclists, pedestrians, or transit and were taught even less about how to balance the needs of different modes. Some places with complete streets policies have conducted extensive design training on pedestrian and bicyclist facilities or ADA requirement compliance. This training is sometimes provided through traditional continuing-education forums or at state conferences, and such courses are widely available. But some planners and engineers involved in complete streets are cautious about the value of an

emphasis on technical training. They believe this may create the impression that the design of such facilities requires specialized knowledge when this should be part of routine planning and design.

Some communities have instead emphasized procedural training. This approach focuses on the meaning of a complete streets policy and the avenues to its implementation. The intent of any procedural training program is to ensure that agency staff charged with implementation of the policy are aware of the new procedures that apply to their field of work. In Columbus, Ohio, the Mobility Division conducted a training session for zoning staff to help them consider the complete streets policy in site plan review. In addition, the implementation team has offered training to public utilities to help them understand the city's expectations when they dig up roads. The division has also held training sessions for contractors, consultants, and developers to ensure that the private development community understands complete streets provisions within the land-use regulations.

Both Charlotte and the Commonwealth of Massachusetts upended their former project development processes when they moved to a complete streets approach. In Charlotte, when the Urban Street Design Guidelines (USDG) document was first adopted, staff participated in extensive discussion, review, and training sessions on applying the new six-step planning process. Eventually, the USDG methodologies will be incorporated into all land development review processes. As Charlotte moves ahead with updating its land development standards to further integrate the complete streets approach, more trainings and reviews are planned.

SUPPORTING COMPLETE STREETS AT THE REGIONAL LEVEL: METROPOLITAN TRANSPORTATION COMMISSION, CALIFORNIA

During the summer of 2006, the Metropolitan Transportation Commission (MTC), the metropolitan planning organization for the San Francisco Bay Area, adopted Resolution 3765. This document requires local jurisdictions to consider the needs of bicyclists, pedestrians, and transit riders when applying for federal or regional transportation funds, which MTC controls, for any new road project or road renovation project. The policy supports the agency's commitment to bicycle and pedestrian safety and travel, and provides a routine accommodation implementation policy for the region.

Following the adoption of Resolution 3765, MTC adopted a routine accommodation checklist in 2008 to help ensure that local jurisdictions were indeed considering complete streets principles. Though not required to include routine accommodation as part of every project, each jurisdiction applying for project funding through MTC is required to fill out the checklist for every project.

Dan Burden, the Livable and Walkable Communities Institute, Inc.

Figure 5.7. *MTC's new project checklist will encourage pedestrian and bicycle accommodation throughout the San Francisco region, including along the Embarcadero.*

The checklist asks whether bicycle and pedestrian infrastructure is included as part of the proposed project. If such provisions are not part of the project, the checklist asks for information regarding the nearest bicycle and pedestrian infrastructure that provides all users with right-of-way access. Local jurisdictions are required to complete these checklists and make them available to the public through county congestion management agency websites. They are also required to furnish their county's bicycle and pedestrian advocacy committee with copies of these checklists.

The checklist requirement is designed to encourage multimodal considerations by requiring transparency. Project sponsors may have to deal with complaints by advocates if bicycle and pedestrian provisions are not included in the project design, so inclusion of bicycle, pedestrian, and transit infrastructure in new projects is one way to help prevent potential political uproar.

In promoting complete streets principles throughout the region, MTC purposefully chose the checklist approach to help avoid conflict with county-level governments. According to Sean Co, a transportation planner with MTC, many of the region's counties typically see requirements imposed by MTC as barriers standing in the way of funding. From the county government perspective, a checklist that is just one more piece of the funding application process is preferable to a mandate that requires the inclusion of bicycle and pedestrian infrastructure in order to receive funds. This makes the resolution more politically palatable.

The routine accommodation checklist was first used for projects applying for funding through the American Recovery and Reinvestment Act. Since the implementation of the requirement, all applicants have filled out the checklist, with few complaints. This suggests that local jurisdictions are taking complete streets principles seriously, though not all of them are adopting local policies of their own.

Links to the checklists provided by the counties' congestion management agencies can be found at www.mtc.ca.gov/planning/bicyclespedestrians/routine_accommodations.htm. A copy of the checklist as it appears to those applying for funding can be found at: www.mtc.ca.gov/planning/bicyclespedestrians/Routine_Accommodation_checklist.pdf.

CREATING NEW COMPLETE STREET STANDARDS AND INDICATORS: REDMOND, WASHINGTON

In September 2007, Redmond became the third community in the Puget Sound region to adopt a complete streets ordinance. The city had taken note of its neighbors' actions, and when approached by local advocates in the Cascade Bicycle Club and Transportation Choices Coalition, it saw adoption of an ordinance as a natural progression. The ordinance codified the steps Redmond had already taken in its comprehensive plan and transportation master plan (TMP) to create a balanced, multimodal transportation network.

www.pedbikeimages.org / Dan Burden

Figure 5.8. *A supportive pedestrian environment in Redmond*

This traditional suburban-style community has undergone a number of incremental changes in its outlook and approach to planning and design. "It's another piece of the puzzle that reaffirms our commitment to moving in a different direction than Redmond was in the last 30 years," says Principal Planner Joel Pfundt. The idea of complete streets, especially its potential application in placemaking, helped build support among constituents and elected officials. While city staff felt they were already moving in this direction, the process of passing the ordinance was helpful. The city council affirmed their belief in creating streets that work for all users, which granted them ownership of the concept.

The city has a unique approach to Washington State's Growth Management Act (GMA), which requires concurrency between development and transportation. Under the GMA, local governments set a level-of-service (LOS) standard; any proposed development that causes the transportation system to drop below this threshold must be denied until transportation improvements are made to accommodate that development. Communities, including Redmond, have typically used vehicle-based LOS standards to monitor concurrency at the intersection or corridor level. This can lead to an emphasis on building wider streets to maximize vehicular throughput and causing projects to become auto-dependent even when this is inconsistent with GMA and local comprehensive plan policy.

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Massachusetts has also taken a learn-by-doing approach. When the new Project Development and Design Guide was adopted in 2006, training was offered to MassHighway (now part of MassDOT) staff as well as superintendents, town staff, and consultants working in the state. Since then, training opportunities have not been widespread; instead, staff are expected to become familiar with the guide's principles through implementation. Advocates and agency staff are supportive of more training, especially to help move away from the one-size-fits-all engineering that dominated in the past. Helping staff understand the range of acceptable approaches and partake in a more iterative approach has been a challenge, according to some.

PERFORMANCE MEASUREMENT

Performance measurement is an important tool in the implementation of complete streets policies, yet it remains a challenging area. Performance measures provide a quantitative (and sometimes qualitative) indicator of actual or potential performance of a specific street, a section of the street network, or of the street system as a whole. Communities must consider both how to use performance measures and how to measure performance.

Using Performance Measures

Performance measures may be used in several different ways to facilitate the implementation of complete streets policies (Table 5.1, p. 56).

First, performance measures can be used for needs assessment: to identify problems in the system and to assess their relative severity. In this case, performance measures are applied systemwide (e.g., to all arterial streets), usually as part of the planning process. In Roanoke, planners have developed a scoring system for major streets that takes into account safety, connectivity, and design, as well as the presence of street trees, stormwater and drainage issues, and the availability of sufficient right-of-way to accommodate all modes.

A related approach is to classify all streets in the system as to their appropriateness for complete streets treatments, in effect evaluating them for their potential performance as complete streets. Decatur, Georgia, modified the traditional street typology to account for the relationship of the street to land use, so that each new street type caters to different levels of need for various travelers, by foot, bike, or car.

Redmond, Washington, laid out a comprehensive monitoring system in its transportation master plan. The Mobility Report Card measures over 15 indicators for multimodal transportation each year; results are posted on the Internet. The report cards show the baseline value, the current year's observed value, and the target (objective) value for each indicator. This allows the city to spot trends and track progress toward goals (see sidebar).

Second, performance measures can be used to rank projects for funding in the programming process, as described in chapter 4. The methods used here may be similar to those used for needs assessment.

Third, performance measures can be used in impact assessments. In this application, the probable impact of a proposed development project on the performance of the street system is projected, and the result is used as the basis for impact fees or other exactions, such as requirements to provide bicycle and pedestrian facilities. For example, in Sacramento, traditional level-of-service (LOS) standards for the impact of development on vehicle traffic have been relaxed to accommodate development that may improve conditions for other modes. In Redmond, where the state requires concurrency for developments, the city is developing a new plan-based system that will let them measure impact on a network basis rather than through corridor LOS measures.

Fourth, performance measures can be used to evaluate the effects of a policy or project on the performance of the system and to assess whether it achieved its goal. These before-and-after studies are important for building a base of evidence for the effectiveness of the complete streets approach and can be instrumental in justifying further investments in complete streets projects. Although it has been common to measure changes in vehicle traffic before and after implementation of traffic-calming programs, impacts on other modes are rarely measured. When operating under a complete streets framework, jurisdictions can measure traffic volume of all modes, note any modal shifts, and track the number of crashes and injuries incurred by all roadway users. (See Table 5.1, p. 56.)

Measuring Performance

These uses of performance measures are standard, but for complete streets some of the metrics being used are new. In all four applications, it is standard practice to use vehicular LOS, which focuses on the automobile alone. In using performance measures to implement complete streets policies, communities are expanding the range of measures used to account for multiple modes and to achieve a broader range of objectives.

In developing appropriate methods of performance measurement, communities must consider three interrelated concepts. First, performance can be measured as inputs, outputs, or outcomes. Inputs are the initial actions taken by the community to achieve the desired goal. For complete streets, inputs could include adoption of complete streets policies or dollars spent on complete streets projects. Outputs are the direct result of these actions and could include the number of projects completed, the extent of the bicycle or pedestrian network, or the characteristics of that network. For example, Seattle has set goals with respect to numbers of sidewalks, crosswalks, and street trees. Charlotte measures crossing distances, bike lanes, and corner radii. Outcomes, in contrast, reflect the impacts on the users of the system, and include counts of users, mode shares, and crashes, as well as subjective assessments such as perceived safety and user satisfaction. Most before-and-after studies focus on outcomes; however, because outcomes tend to be harder to measure, they are less often used in needs assessments and other applications.

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Redmond is replacing its vehicle-based intersection LOS standard with plan-based concurrency, which allows for a transportation system that can accommodate the network of complete streets envisioned by the community. In this way, the implementation of the transportation plan will explicitly support achievement of the comprehensive plan's visions and policies.

The plan-based approach is also intended to be simple and predictable. The city used its transportation model to calculate "mobility units," or person-miles of travel, provided by existing streets and public transportation service to offer a quantifiable moving capacity. Each development proposal is analyzed to estimate the number of mobility units it will generate. This is compared to the available mobility units within the city's Six-Year Transportation Improvement Program/Capital Improvement Program. The city's land-use growth target and 2022 transportation facility plan (TFP) set the total allowed amount of person-miles traveled. As long as the land-use growth target and the development of the transportation system remain proportionate, the LOS standard, and therefore the concurrency requirement, is met.

In the TMP, Redmond created a mobility report card measuring a variety of indicators: concurrency; completion of the 2022 TFP; a.m. mode share; school bus ridership; public transportation travel time and service frequency; average weekday boardings on public transportation; service hour targets for local public transportation; p.m. peak-hour VMT; changes in traffic volume across key screenlines; average traffic growth by transportation management district; roadway volume-to-capacity ratios along selected screenlines; percentage of pedestrian environment designed to "supportive" standards; completion of the bicycle network; number of vehicle, pedestrian, and bicyclist collisions; and status of the Three-Year Priority Action Plan. This information supplements the concurrency management system and is used to evaluate the performance of each mode.

Annual mobility report cards are available to download from http://redmond.gov/connectingredmond/policiesplans/tmpprojectdocs.asp.

TABLE 5.1. PERFORMANCE MEASURE ROLES AND EXAMPLES

	Description	Examples
Needs Assessment	Systemwide assessment of multimodal conditions and identification of problem spots in planning process	Roanoke: Scoring system for major streets that takes into account safety, connectivity, and design, plus right-of-way availability, street trees, stormwater and drainage issues Louisville: Bike-friendly index calculated for collectors and arterials, for use in bicycle master plan Decatur: Modified typology of street types to take into account relationship to land use Redmond: Annual mobility report card
Project Prioritization	Comparison of proposed projects with respect to severity of problem and potential impacts	Seattle: Prioritization of projects that have the most impact on network completion.
Impact Assessment	Forecast of potential impacts of proposed project, often as basis for impact fees or exactions	Sacramento: Relaxation of traditional vehicle LOS standard from C to D or E near transit in assessing development impacts Charlotte: New LOS for bicyclists and pedestrians at intersections Redmond: new plan-based concurrency system
Project Evaluation	Measurement of multimodal conditions before and after implementation of project	Seattle: Before and after evaluations of mode shift, volumes, crashes Charlotte: Before and after evaluations of volumes, speeds, crashes New York: Sustainable Streets goals and measures

Second, to be effective, performance measures must be closely tied to planning goals: each must measure a relevant aspect of system performance. If the goal is to increase walking and bicycling or to improve safety for these modes, then performance measures should measure these outcomes. In developing performance measures, communities should thus take the goals of their complete streets policy as their starting points. Note that inputs and outputs tend to be less directly related to goals than are outcomes.

There are two important corollaries to this concept: (1) If performance measures do not match goals, they will bring confusion to planning and programming processes. Decisions based on those performance measures are likely to lead the community in unrelated directions. (2) Goals should have performance measures. Goals without performance measures are likely to get less attention in the planning process because it is harder to document problems and evaluate solutions.

New York City has developed an extensive process for matching goals and measures. The Sustainable Streets strategic plan sets a number of goals for the transportation department. Each is accompanied by a number of benchmarks for measuring success—including improved safety and mobility, good maintenance of infrastructure, well-developed placemaking policies, and the incorporation of sustainability objectives into projects, among others—that are to be measured annually. As the agency works through the plan, it will update and add new goals on a continual basis. The department expects to

hold staff retreats every year or two, where employees will discuss what has been achieved and what new goals they should set.

One challenge is measuring a complete streets network's outcomes related to long-term community goals that reach far beyond the immediate transportation realm, such as goals to increase the physical activity of residents or decrease the emission of greenhouse gases. In the first instance, the public health community has been exploring ways to measure the effectiveness of transportation investments in altering behavior, mainly through the development of health impact assessment tools.

Third, all four uses of performance measures may require the establishment of standards by which performance can be judged. These standards should, of course, be tied to the goals of the community and can be viewed as the quantification of those goals. However, standards may be constrained by practical limitations. For example, while it might be the goal of the community to eliminate all crashes, physical and financial constraints may make this standard unachievable. Still, standards can be used to judge the severity of an existing problem (how far below the standard an existing situation is) or the effectiveness of a proposed or implemented solution (whether or not the solution achieves the standard). Redmond's mobility report card is a good example of the use of standards, or targets, to evaluate progress toward goals.

Level of Service

The traditional performance measure for street design is level of service as calculated based on the current version of the Highway Capacity Manual (HCM) published by the Transportation Research Board. This measure, in all its forms, is a function of the ratio of the number of cars on a road to the road's carrying capacity, and it is expressed by assumed delay for each vehicle. Historically, it has been used to calculate how much road capacity is needed to serve a given volume of vehicles, and it is directly tied to the goal of reducing congestion and delay; in most common use, LOS A represents free-flowing automobile traffic, and E or F represent complete congestion. Although it has the advantage of being highly standardized and widely used, traditional vehicular LOS is not a relevant measure for the complete street goal of providing a safe and convenient environment for all users.

Efforts to develop bicycle and pedestrian LOS measures go back at least to the early 1990s, following passage of the federal Intermodal Surface Transportation Efficiency Act (ISTEA) in 1991. A forthcoming revised version of the Highway Capacity Manual should include methods for measuring the quality of travel for bicyclists and pedestrians, including comfort and sense of safety. (A preliminary description of this methodology is in TRB NCHRP 2008.)

In the meantime, communities have been developing their own methods for measuring bicycle, pedestrian, and transit LOS. For example, Louisville developed a metric that factors in speed limits and traffic volumes to create a rating that captures bike friendliness. Seattle is developing a new LOS approach, while Decatur is using the preliminary new HCM approach.

Although there are many benefits to standardization of measures across communities, appropriate measures may also vary, depending on a community's goals. In general, bicycle, pedestrian, and transit LOS measures tend to be more complex than vehicle LOS; they attempt to measure the quality of the travel experience rather than just throughput. Some communities are not pursuing new LOS measures, instead choosing more qualitative measures of success.

In practice, communities have been using these new measures in addition to the traditional vehicle LOS measure, not in place of it. They have both expanded their measures of vehicle standards (e.g., to include crashes), and they have added measures of LOS for other modes. In Massachusetts, vehicle LOS is one of many "measures of effectiveness," and designers are directed to calculate and provide a "reasonable LOS for all users." The state's new Project Development and Design Guide offers tools to do so, including guidance on balancing LOS measures for different users at intersections, where automobiles and nonmotorized users so often come into conflict.

It may be important to continue to measure traditional vehicle LOS in order to provide a balanced assessment across all modes and to alleviate potential concerns about negative impacts on vehicles. Modifying rather than rejecting the traditional performance-measurement approach seems to have smoothed the way for many complete streets projects. For example, the added analysis now used by the Charlotte DOT is credited by lead planners as a key reason their complete streets policy works and is supported by staff. "We're not changing our analysis but instead doing more of it," says Norm Steinman, planning and design division manager. Staff engineers in particular appreciate the use of logic and analysis to justify complete streets design.

SETTING UP AN EXCEPTIONS PROCESS

Creating a clear exceptions process has been a central issue in many jurisdictions transitioning to the complete streets approach. During the policy adoption process, exceptions are often hotly debated and can make or break political support for the policy.

Once a complete streets policy is in place, a clear and fair exception process can enhance credibility, ease fears of both opponents and proponents of change, and provide a guide for planners. Redmond's ordinance is short and to the point, outlining three exceptions to its policy: where accommodating all users would be contrary to public safety; where there is no identified long-term need; and where the public works director allows a documented exception in specific situations. The exceptions process forces staff to be systematic and to consider all options.

In Massachusetts, eliminating discrepancies in the existing exceptions process was a top priority for the new project guide. Now, any exceptions to the guide's standards are handled each month by a review committee of senior-level engineers from across the state, according to a standard, documented procedure. (See sidebar, p. 83.)

As noted, the Virginia DOT has created a new project scoping form, decision tree, and guidance document to assist in determining exceptions to its policy. In Seattle, a checklist process is used, but the approval of an exception is not the end of the story. If complete streets improvements were identified in the process but were unable to be included in the final scope, one of the city's transportation divisions is required to include that need in its list of projects, regardless of funding. In this way, user needs are not lost or written off.

Cost Exceptions

The worry that complete streets policies will break the bank is very common and has spurred many communities to provide for cost exceptions. While worries about cost are sometimes overstated (see Chapter 6), many places have accepted the FHWA's 2000 guidance defining "excessively disproportionate" as costs above 20 percent of total project costs. But the guidance also uses this phrase from the Oregon law: "if the cost of establishing such paths and trails would be excessively disproportionate to the need or probable use." In Oregon, accordingly, a project in a high-use area for bicycling and walking has no ceiling.

BRIDGING THE GAP: SEATTLE

Seattle has been swift and methodical in its implementation of complete streets. With the adoption of its nine-year "Bridging the Gap" transportation funding levy, Seattle pledged not only to reduce its backlog of transportation maintenance, make seismic upgrades to bridges, and increase public transportation speed and reliability but also to allocate funds to creating complete streets. Six months later, the city council adopted an ordinance so that all transportation projects, not just those funded through Bridging the Gap, would improve travel for all users. Barbara Gray, transportation system design and planning manager in the Policy and Planning Division at the Seattle Department of Transportation (SDOT), credits both policies for providing SDOT with "a consistent and formal approach to improving the right-of-way for all users."

Gray indicated that SDOT had been moving toward a more integrated approach to delivering complete streets under the leadership of Director Grace Crunican, but the ordinance provided the legislative authority to ensure that decisions about project design did not happen unless the needs of all modes were considered. The first big step to break down silos within the transportation department had been to allow the SDOT bicycle and pedestrian program team to review repaving and channelization projects for opportunities to improve rights-of-way for bicycle and pedestrians. Upon adoption of the ordinance, this process expanded significantly.

Today, SDOT policy requires all capital major-maintenance projects (such as repaving) to have a thorough complete streets review, and staff are directed to look for ways to make each project consistent with the complete streets ordinance. An internal complete streets steering committee was formed to help clarify and define the daily operational practices that SDOT would take to implement complete streets. This group also provides design oversight to the team of project managers and planners responsible for project design. A citizen oversight committee meets quarterly to review project completion and ensure consistency with the goals of the Bridging the Gap levy, including the complete streets mandate.

An energized SDOT soon began to roll out projects. Seattle has added sidewalks, crosswalks, and curb extensions; installed shared-lane pavement markings (sharrows); painted green bike lanes; established bioswales; planted trees; improved signage; and added new curb extensions at bus stops (bus bulbs). Bicycle parking has replaced auto parking in some parallel parking spaces (bike corrals). Many streets have been rechannelized (i.e., road diets have been implemented), converting four-lane streets into three-lane streets (two travel lanes and a center turn lane) with bike lanes. These projects have given pedestrians a leg up as well, as the city is more inclined to install unsignalized crosswalks across three lanes but not four.

On Rainier Avenue South, bus bulbs help buses save time by allowing them to pick up passengers without moving in and out of the parking lane. Buses also have priority signals so green lights stay green longer and red lights switch faster when buses approach. On Second Avenue and Fourth Avenue downtown, new street designs include bus bulbs, green bike lanes at potential vehicle/bicycle conflict points, advanced stop bars, sharrows, and bus-priority signals. A pilot project along Aurora Avenue (Highway 99) will include closing one of the entry points from a residential street that feeds onto Aurora, creating a "street end plaza" and expanded waiting area at this heavily used bus stop location. If successful, this project is very likely to be replicated in another location where sidewalks are narrow and bus ridership is high. This new plaza will convert car space to pedestrian space in order to give more room for bus shelters and waiting passengers without significant impacts on local businesses or residents.

Part of SDOT's success lies in infusing complete streets principles into all guiding documents—the transportation strategic plan, the transit plan, and the pedestrian and bicycle master plans, among others—as defined in the ordinance. Such integration helps expand complete streets policies into daily operations, making it standard for all staff. It will also eventually influence the capital improvement program (CIP) planning process, when all CIP projects (with the exception of very small projects or those that are considered to be routine maintenance) will be subject to the internal complete streets checklist.

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Seattle Department of Transportation

Figures 5.9–5.10. *Before-and-after shots of pedestrian improvements on Sixth Avenue in Seattle*

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Seattle's CIP involves a wide range of projects, from bridge repair and construction to trail extensions and roadway repaving. Although the CIP is a six-year plan, SDOT has a nine-year paving plan. This look ahead at paving projects has been instrumental in complete streets implementation, and SDOT has leveraged these projects to implement complete streets in every case since 2007, when the Bridging the Gap levy was passed. As the city updates its planning documents with the complete streets outlook and looks at new data, priority projects will emerge and be slated for implementation, either through the CIP or through one of SDOT's annual funding programs. The 2009 update to Seattle's pedestrian master plan used a variety of GIS indicators, such as income, pedestrian generators, and density, to locate priority areas for pedestrian improvement. From this, planners look for what's missing in the system, prioritizing projects that will have the most impact and help create a complete network for pedestrians, especially those who are most dependent on walking and transit.

Three to four years out, those priority projects found through the planning process will be put through a complete streets checklist. This allows SDOT time to work with different divisions to link needed improvements and to secure funding. After this, the project goes to design. At the design reviews conducted 30, 60, and 90 percent of the way through the process, all involved city stakeholders will ensure that the designs follow the input communicated through the checklist. When complete, the checklist is signed by each key member of the SDOT project team, then by the SDOT director. If complete streets improvements are identified in the process but not included in the final scope, one of SDOT's divisions is required to include that need in its list of projects, to ensure that user needs are not lost simply because current funding is not available.

In 2005, Seattle made major revisions to its Right-of-Way Improvements Manual, a design standards manual that is used primarily by private developers. While the document has routine accommodation language, SDOT felt it did not fully express the complete streets policies set forth in 2007 and 2008. Seattle depends on private developers' work for smaller sections of corridors and encourages all projects in the right-of-way to be consistent with complete streets policies. The ordinance officially applies only to SDOT-funded projects, so private developers are not required to comply. However, many see the benefit of improving pedestrian, bicycle, and public transportation quality and have made commitments to such improvements as key pieces of their projects—another demonstration that complete streets can also be good for business.

The Right-of-Way Improvements Manual and related roadway design standards are scheduled to be updated in 2010 through 2011 and will contain a stronger focus and message about complete streets. Until that time, SDOT will continue to use state-of-the-practice designs and encourage others to do the same. "Our new designs just create new internal standards," says Strategic Advisor Darby Watson. "Our design has not changed a whole lot; it's more our willingness to look at streets in a new way." Innovative designs for road diets, longer street tree pits, bike boulevards, pervious sidewalks, bio-swales, and green bike lanes have been integrated into internal design standards so they become regular practice. If a pilot program shows results, it is added to the list as well. "The more we can add to the standards, the fewer prolonged debates often resulting from 'new' or 'nonstandard' design details are needed. The constant debate about the details can really slow a project down," says Gray, so standardizing innovative approaches improves efficiency and makes a difference on the ground quickly.

Seattle has been measuring its success as well. The Bridging the Gap initiative sets clear goals for SDOT, such as building 117 blocks of new sidewalks, restriping 5,000 crosswalks, planting 8,000 new street trees, and developing a pedestrian master plan. SDOT has also begun to examine how best to use LOS indicators for different modes; a new LOS measure for Seattle is being considered for the near future, Gray says. On a case-by-case basis, SDOT conducts before-and-after evaluations to measure mode shift, volumes, and crash data. For every road diet project, an "after" study is done one year after installation. In the broader sense, though, Gray feels that it will be harder to measure performance as time goes on because complete streets will be "just standard practice." Seattle is investigating a way to overcome that barrier but has yet to find the answer.

Seattle has not been blocked by the costs in developing complete streets. While some complete streets work is funded by the Bridging the Gap tax levy, many are funded through traditional means. Here, making good plans steeped in complete streets principles helps tremendously. "With good planning and information shared across departments several years out, we can leverage the dollars much more effectively," notes Gray. "Planning in advance makes complete streets much easier to accomplish." Projects can also be done incrementally to help manage costs and expectations.

Seattle employs a number of low-cost methods to improve its transportation system. When repaving a street, staff will consider a new configuration in the existing right-of-way that creates space for bicyclists or improves traffic flow for automobiles. They may flag the location as needing further study later on, when more funding can be attached. Painting and signing stop bars greatly improves the pedestrian environment and can be done for the low cost of paint when repaving or intersection redesign work is occurring. When moving signal detectors, SDOT will install bike loop detectors so cyclists can activate the signal without needing to wait for a vehicle. Installing bike corrals is another low-cost technique that signals bicyclists are welcome in the area.

Many times, it is best for SDOT to do all the improvements at once, benefiting from the economies of scale and lessening inconveniences on travelers by closing portions of the street only once. Furthermore, priorities among the divisions can be aligned so that all modes can benefit from a project. If a road is due for sidewalk improvements and will already be rechannelized after a repaving, SDOT will try to pair up the projects. On bridge projects, where adding a nonmotorized trail is far too costly, SDOT takes a "do no harm" approach. So long as the design does not preclude inclusion of that trail in the future, SDOT can plan to do it when funding can be secured.

Gray strongly believes complete streets policies have been valuable "from elected officials on down, at every level of the city" and in engaging with the public. "It's just our system now." Each project brings debate, but SDOT has good support and policies to reinforce its efforts. For Seattle, it is not about convincing people; it is about getting the systems in place to ensure complete streets is standard operating procedure. The policies have caused them to consider each project as a part of the whole city. "I'm hopeful that the work we are doing lays the groundwork for other cities—that would be an incredible measure of success," concludes Gray.

Seattle's complete streets ordinance (ordinance no. 122386) can be accessed at http://clerk.ci.seattle.wa.us/~public/CBOR1.htm. Read more about the Bridging the Gap initiative at www.seattle.gov/Transportation/BridgingtheGap.htm.

Other communities have also rejected specific ceilings. Seattle initially capped complete streets elements when they added 20 percent or more to total project cost, but city planners later decided that every project should be evaluated individually. If the costs add 21 percent but the benefits outweigh the costs, the project is just as valid as one where the complete streets elements add 19 percent to the cost.

When creating guidance for the TransNet tax extension, San Diego's regional agency, the San Diego Association of Governments (SANDAG), decided not to set a percentage threshold over which costs would be deemed excessive, instead allowing policy makers to make these decisions on a case-by-case basis. If an agency decides that costs would be excessively disproportionate to the need or probable use, the agency must provide documentation and justification for its decision, go through a public hearing, and have the exemption approved by SANDAG.

Some communities are placing less emphasis on an exceptions process aimed at individual streets and more emphasis on creating a variety of street cross-sections, new street typologies, or network plans that clarify what facilities will be placed in what contexts. Smaller communities, such as Boulder, Colorado, and Decatur, Georgia, are thus able to identify future improvements across the entire street network, if not on every street.

THE BALANCING ACT: MEETING THE NEEDS OF VARIOUS USERS

To successfully balance user needs, planners must first change the way in which automobile traffic congestion is viewed. But the dominance of the automobile paradigm is not easy to displace. Patrick Roberts, a former PennDOT planner who now works as principal transportation planner for the City of Pittsburgh, laments the lack of state or national policies mandating equity for the needs of all transportation modes. AASHTO and other standards are still focused on planning for cars, and ensuring capacity for automobiles puts pedestrian and bicycle facilities at a disadvantage when funding or right-of-way is limited. He would like to see policies that allow for a reduction in automobile capacity in order to provide accommodation for other modes.

Such a change is an especially tall order for state DOTs, with their primary missions of supporting long-distance travel. But at the municipal level, some of the most successful policies have directly addressed the way that complete streets affect automobile traffic. Santa Barbara, California, and Seattle have embraced complete streets as a way to increase the capacity of the transportation network, but communication and education are essential for acceptance. For example, Seattle has launched a public awareness campaign and "Commuter Toolkit" with information about the city's efforts to be more walkable, bikeable, and transit-friendly, tips on reducing automobile dependence, and a poster illustrating the space 200 people take up if they are in cars, on light rail, on a bus, or riding bicycles.

Once the rights of other modes to share the streets are recognized, the balancing act has just begun. Many projects need creative solutions so improvements for one mode do not overly burden others. The recently completed project on Stone Way North in Seattle is a poster child for this kind of balance. Stone Way is a low-traffic freight corridor with strong pedestrian and bicycle usage: the perfect candidate for a road diet. "In the design phase, there was a lot of fear," says Darby Watson, the strategic advisor in SDOT's policy and planning division. Local bicyclists wanted bike lanes on both sides of the roadway, but freight users worried about reduced access to light industrial areas. SDOT brokered a compromise, installing bike lanes along the street's uphill side, where cyclists would be moving more slowly, and shared lane pavement markings, or "sharrows," along the other, where the grade would allow them to move close to the

SIDEWALKS

It is very common across the United States for sidewalk construction and maintenance to be considered a separate responsibility from road building. In many cases, adjacent landowners are responsible for construction, maintenance, and snow removal. The practice stems from English common law and has proved a significant barrier to complete streets implementation in some places. At the local level, aside from residents who want to maintain a "rural feel," other residents are resistant to sidewalks because they do not want to have to repair them or shovel snow off them.

The New Jersey DOT and the Alan M. Voorhees Center issued a report on sidewalk construction and maintenance in New Jersey (VTC and Carmalt 2006), which includes a national assessment and overview. It states, "As a result of the complicated and multi-layered responsibility for sidewalk siting, construction and maintenance, varied municipal ordinances, and varied perceptions among decision makers about the need for sidewalks, the current sidewalk network in New Jersey is fragmentary and incomplete. This network has less utility than a complete network because potential pedestrians may forgo walking trips if they cannot rely on the presence of a safe facility all the way to their destinations." The report recommends that laws should be changed so jurisdictions responsible for the road should also be responsible for the sidewalk.

Some communities with complete streets policies, such as Colorado Springs, Colorado, are addressing this issue by taking back responsibility for sidewalk construction and maintenance. Several communities have launched sidewalk retrofit programs, including Charlotte, in which the city installs new sidewalks based on where they are most needed, as well as residents' requests (see www.charmeck.org/Departments/Transportation/About+Us/Sidewalk+Program+FAQ.htm).

speed of traffic. The sharrows allow bicyclists to blend with traffic, easing the freight users' concerns. The route has seen an increase in bicycle traffic with no lessening of freight use, and Watson notes that the project actually improved accessibility for freight users. Here, being creative and listening to all parties was essential for successful implementation.

While bicyclists and pedestrians tend to get the most attention, a true complete streets policy is more inclusive. ADA requirements have pushed a few policies toward implementation. The origins of the complete streets movement in Sacramento can be traced back to a 2002 court decision requiring ADA-compliant sidewalks and curb ramps along all public streets. (See sidebar, p. 41.) In Pennsylvania, PennDOT compliance with federal ADA requirements has been key in revising agency design guidelines for accommodating pedestrian access.

The needs of older Americans have driven policy adoption in some places, most notably in Hawaii. But a recent AARP study found that a majority of policies do not adequately address the needs of older adults. In response, AARP issued the report *Planning Complete Streets for an Aging America*, which includes three design principles that make streets safer for older drivers, pedestrians, bicyclists, or transit users: (1) reduce vehicle speeds for safety and improved reaction time; (2) make the physical layout easy to navigate; and (3) simplify the visual environment to make it easier to interpret visual cues.

Transit is also an important component of complete streets. Pedestrians and bicyclists need access to transit vehicles, and finding ways to speed transit vehicles can improve transit performance and attract ridership. In Boulder, accommodating and encouraging public transportation use has been a major tool in achieving transportation master plan goals. The city's Community Transit Network features bus routes with well-designed and conveniently sited stops on several major corridors.

Oftentimes, simply bringing transit agencies to the table is an important first step for complete streets implementation. "Transit agencies don't know what to ask for, and engineers don't know what to design for," says Ron Kilcoyne, general manager of the Greater Bridgeport Transit Authority in Connecticut and a longtime proponent of transit agency involvement in street planning. In Roanoke and Seattle, the transit agency is involved in street design review from the very first meetings. Louisville's transit agency participated actively in the rewrite of the city's street manual. The transit agency in Colorado Springs is part of the city government and works closely with the planning and engineering departments to ensure that project designs support transit. Once transit agencies are part of the process, they can advocate for better bus-stop placement, space in the streetscape for shelters, and consistent provision of crossings.

Another important complete streets constituency is lower-income residents who rely more heavily on transit, bicycling, and walking for transportation yet often don't have the time or resources to fight for better facilities on a project-by-project basis. According to Mike Piscitelli, transportation director for New Haven, Connecticut, the city's complete streets policy has "been a way to create an identity around something that's been around the city for a while as an important priority. Creating a system for it has allowed us to move beyond the advocacy groups in higher-income neighborhoods. We spend a lot of time on the social justice side of it."

RELATIONSHIPS WITH OTHER JURISDICTIONS

A survey of planners and engineers conducted by the Institute of Transportation Engineers found that the most commonly cited barriers to multimodal planning are the conflicts that arise between jurisdictions: between local governments and state DOTs, between MPOs and local governments, and between MPOs and states. Most jurisdictions do not control all of the roads

within their boundaries; roads can be built and maintained by states, counties, cities, townships, or private developers. Conflicting goals and design standards can result in an abrupt character change along a roadway or a stalled project that never gets off the ground at all. These issues were reported widely during our case study interviews. (See the Decatur case study, p. 25, and the Charlotte case study, p. 48.)

For example, Louisville Metro's complete streets policies have helped the municipality communicate its complete streets vision to Kentucky's DOT, which controls many roadways in the rural part of the metro area. And while the policy in Rochester, Minnesota, is quite new, it has already been used in negotiations with the state. When the Minnesota DOT recently sent the city its plans to refurbish a highway through the city, the city council noted the new complete streets policy and requested that inclusion of bike lanes be considered.

On the other side of the equation, state DOTs with complete streets policies report challenges in working with local communities and developers that do not necessarily share their vision. In Massachusetts, land-use and subsequent transportation decisions are entirely within the jurisdiction of municipalities, which are exempted from following the state's Project Development and Design Guide. According to Rosalie Anders, a member of the state's bicycle and pedestrian advisory board, "there needs to be a lot of education on the local level." A former planner at PennDOT struck the same note on the need for local planners to educate the public and build support. PennDOT focuses on designing projects and maintaining facilities, not planning, so the agency is heavily reliant on the efforts of local planners and municipal staff as well as existing bicycle or pedestrian plans that document facility needs.

Smaller communities lament their inability to provide a more complete network beyond their borders. The relationship with its MPO—and meeting funding criteria—has been a challenge for Boulder, Colorado, as detailed in Chapter 6. University Place, Washington, controls all the roads within its borders, which has allowed this community to make dramatic on-the-ground changes. However, no adjacent jurisdictions have extended any of the town's bike lanes—though a new countywide complete streets policy may change that. In contrast, the Sacramento region enjoys an interlocking web of jurisdictions with complete streets policies. Policies are in existence at the state, MPO, county, and city levels.

CONCLUSION

The transition from traditional automobile-centered transportation planning to complete streets is almost always a long one. Staff must learn not only new design techniques but new procedures and new ways of thinking through problems. A clear commitment to a complete streets approach, with the support of the community's leadership, is the best compass to guide planners and engineers through the transition.

AN ACT concerning roads.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Illinois Highway Code is amended by adding Section 4-220 as follows:

(605 ILCS 5/4-220 new)

Sec. 4-220. Bicycle and pedestrian ways.

(a) Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs.

(b) In or within one mile of an urban area, bicycle and pedestrian ways shall be established in conjunction with the construction, reconstruction, or other change of any State transportation facility except:

(1) in pavement resurfacing projects that do not widen the existing traveled way or do not provide stabilized shoulders; or

(2) where approved by the Secretary of Transportation based upon documented safety issues, excessive cost or absence of need.

(c) Bicycle and pedestrian ways may be included in pavement resurfacing projects when local support is evident or bicycling

and walking accommodations can be added within the overall scope of the original roadwork.

(d) The Department shall establish design and construction standards for bicycle and pedestrian ways. Beginning July 1, 2007, this Section shall apply to planning and training purposes only. Beginning July 1, 2008, this Section shall apply to construction projects.

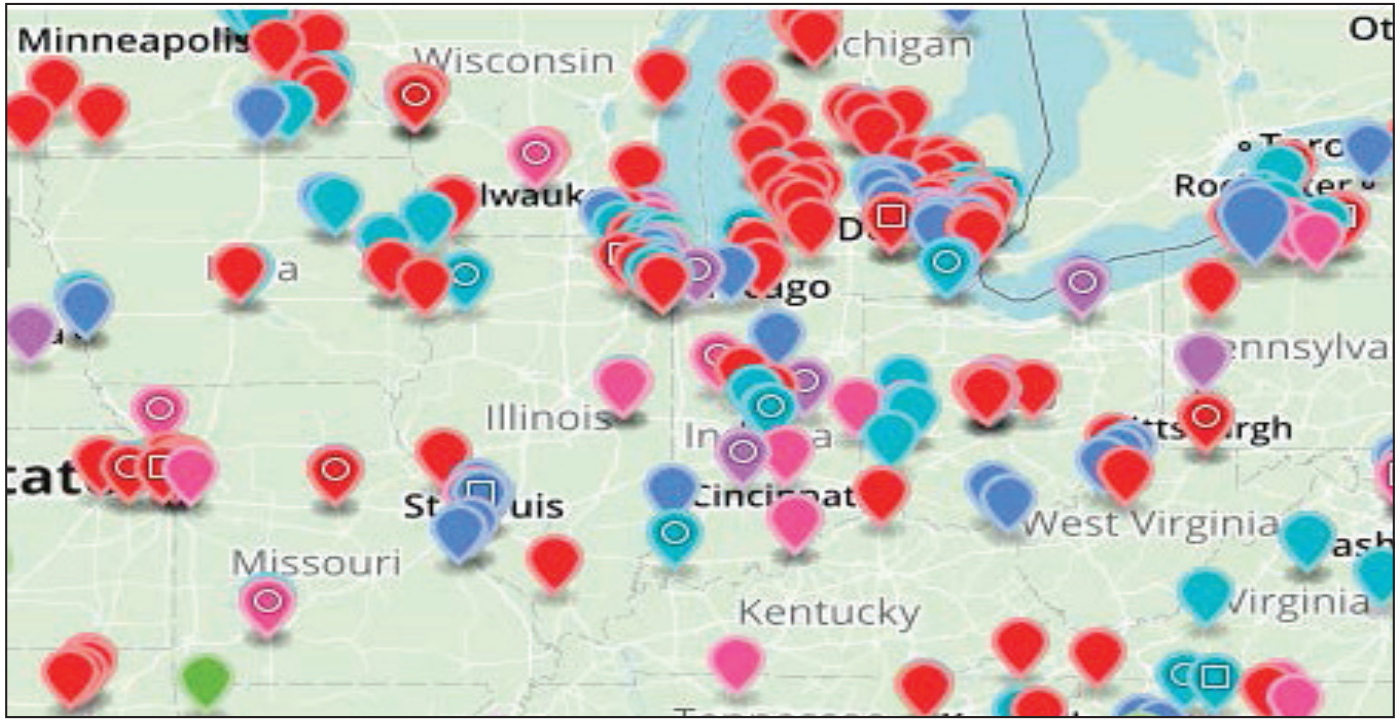
Section 99. Effective date. This Act takes effect July 1, 2007.

Complete Streets Policy

Jim Karch, P.E., CFM
Director of Public Works
June 20, 2016

What Makes Streets Complete?

- Place emphasis on multimodal usage of both public streets and sidewalks in the planning process
- Comply with Federal and State regulations
- Proliferation of Complete Street Policies nationwide:
  - 31 States / 700 units of local government (26 within Illinois)



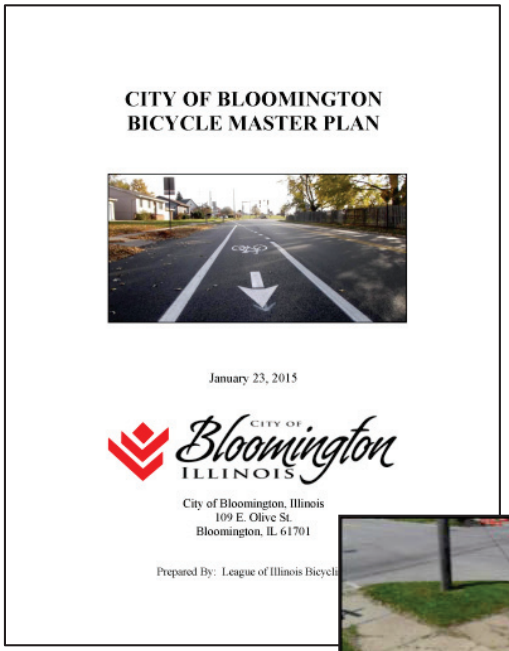
Source: http://www.smartgrowthamerica.org/complete-streets/changing-policy/complete-streets-atlas

Specifics of Ordinance Proposals:

- Complete Streets implementation is opportunistic in nature.
- As streets are resurfaced or reconstructed, existing master plans that stress multi-modal transportation are used.
- In new neighborhoods, bike paths during planning phases. Sidewalks are constructed at the same time as the streets instead of sidewalks being built as individual lots are developed.
- A yearly evaluation of progress towards a comprehensive complete streets network would occur.

Implementation of Complete Streets

- Consider both the Bike and Sidewalk Master Plans
- Update Manual of Practice and other construction-related codes
- Cooperation with the Town of Normal moving forward



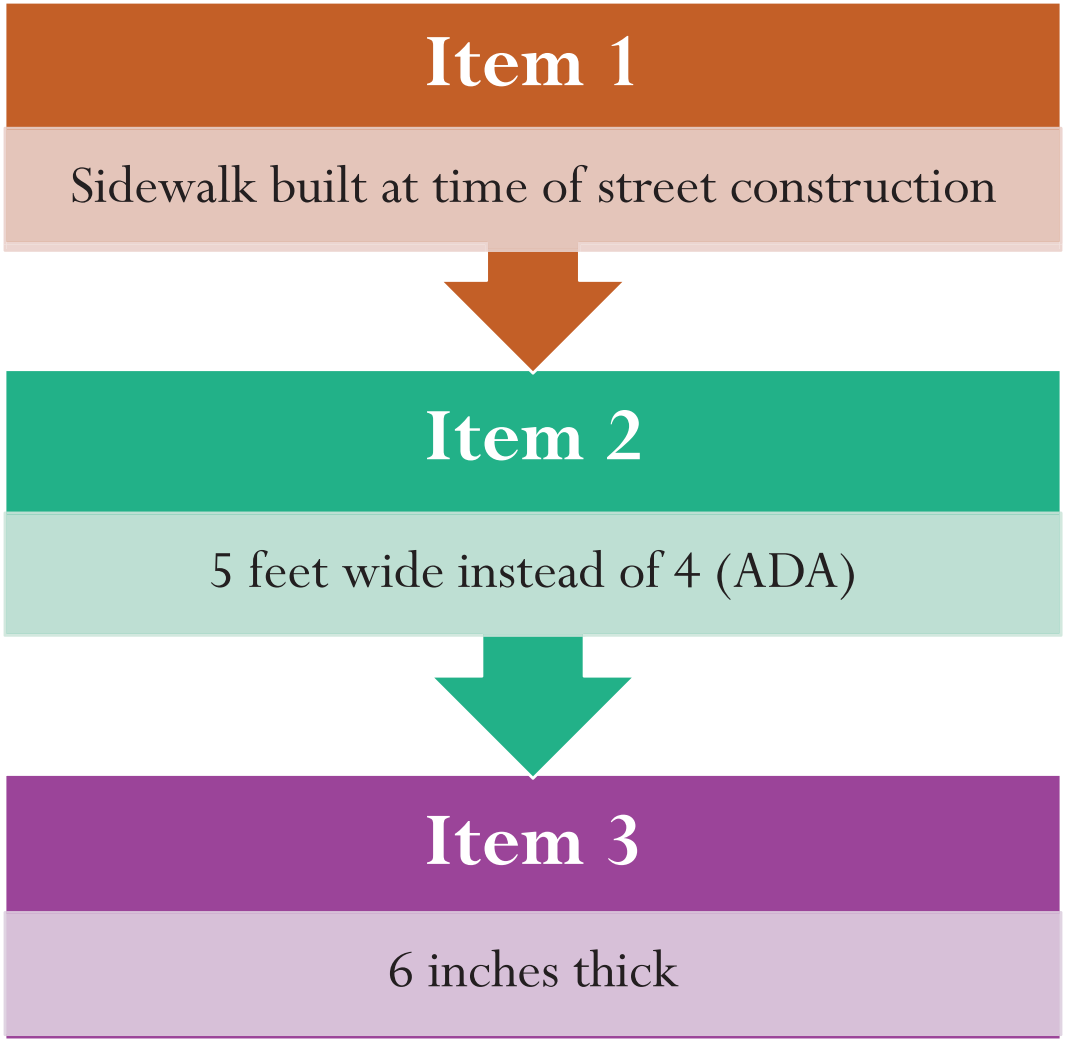
New Developments and Sidewalks

- New developments are an important consideration in implementing a comprehensive Citywide Complete Streets Policy.

Where the sidewalks end…

- Low neighborhood-wide connectivity
- Narrow sidewalks
- Timeliness of completion of sidewalks

Manual of Practice Changes



Questions or Comments?