

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, APRIL 28, 2014 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment (*15 minutes*)**
- 6. Recognition/Appointments**
 - A. Proclamations Declaring April 28, 2014 as Central Catholic Saints Basketball Championship Day; May 4 – May 10, 2014 as Municipal Clerk’s Week; and May 2014 as Constitution Trail Month. (Recommend that proclamations be made a matter of record.)**
- 7. Consent Agenda**
 - A. Council Proceedings of April 14, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of April 14, 2014 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Appointments to Various Boards and Commissions. (Recommend that the Appointments be approved.)**
 - i. Property Maintenance Review Board: Philip Foree as the Tenant Member**
 - ii. Board of Fire & Police Commissioners: Dianne Hollister**
 - iii. Board of Library Trustees: Susan O’Rourke**

- D. Analysis of Bids for Grass and Weed Mowing Service for City-Wide Ordinance Enforcement, City Owned Properties and City Training Range. (Recommend that the prices from B & D Lawn Service, for Grass and Weed Mowing Services be accepted, contingent upon B & D Lawn Service successfully passing any and all background criteria and/or restrictions required for the successful bidder, the contract be approved, and the Procurement Manager be authorized to issue a Purchase Order. Upon the inability of B & D Lawn Service to meet the criteria and/or restrictions, City staff be authorized to proceed to the next lowest responsible bidder, H & H Landscaping, subject to the same criteria and/or restrictions.)**
- E. Analysis of Bids for White and Yellow High Durability Latex Traffic Paint and Glass Beads for Pavement Marking Material for the Public Works Department's Streets and Sewers Division. (Recommend that the bid for Latex Traffic Paint and Glass Beads for Pavement Marking be awarded to Sherwin Williams, Bloomington, IL, for FY 2015 in an amount not to exceed \$90,375, and the Procurement Manager be authorized to issue a Purchase Order.)**
- F. Scheduled Replacement of a Dump Truck for Parks, Recreation and Cultural Arts Department - Parks Division. (Recommend that the purchase of a Ford F550 with Dump Body from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$42,780, utilizing the State of Illinois Joint Purchasing Contract 4017340, and the Procurement Manager be authorized to issue a Purchase Order.)**
- G. Scheduled Replacement of a Pickup Truck for Parks, Recreation and Cultural Arts Department - Parks Division. (Recommend that the purchase of a Ford F350 Chassis from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$22,854, utilizing the State of Illinois Joint Purchasing Contract 4017340, and the purchase of a Service Body from Koenig Body and Equipment, Peoria, IL, in the amount of \$7,962 for a total of \$30,816.)**
- H. Analysis of Bids for the Scheduled Replacement of a 60' Aerial Lift Truck with Chip Body and Installation on Chassis for the Parks, Recreation and Cultural Arts Department - Parks Maintenance Division. (Recommend that the bid for a Kenworth T370 Chassis with a Versalift VO-260 Manlift and Arbor Tech Chip Body be awarded to Central Illinois Trucks, Normal, IL, in the amount of \$160,130, and the Procurement Manager be authorized to issue a Purchase Order.)**
- I. Request to Purchase Replacement Panasonic Toughbook Computers utilizing State of Illinois Joint Purchasing Contract. (Recommend that the purchase of forty (40) replacement Panasonic Toughbook CF-31 computers from CDS Office Technologies Inc., utilizing the State of Illinois Joint Purchasing Contract number CMS8291640, be approved, in the amount of \$176,320, and the Procurement Manager be authorized to issue a Purchase Order.)**

- J. Change Order - 2013 Utility Maintenance Contract. (Recommend that the Amendment to the Contract for the 2013 Utility Maintenance, with Stark Excavating, Inc., be approved, in the amount of \$110,000, and the Resolution adopted. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.)**
- K. Three (3) Year Maintenance Agreement with Microception for Video Equipment and Related Server. (Recommend that the purchase of a three (3) year maintenance agreement for video equipment and the related server from Microception, a sole source provider, in the amount of \$11,907 be approved, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.)**
- L. Contract with Laborers International Union Local 362 Parking Enforcement. (Recommend that the Contract be ratified.)**
- M. McLean County Animal Shelter Agreement. (Recommend that the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- N. Animal Control Warden Services Agreement. (Recommend that the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- O. Assignment of Hockey License Agreement. (Recommend that the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.)**
- P. Proposed Water Main Extension Agreement from William B. Smith for property located at 2022 Interurban Rd. in McLean County. (Recommend that the Agreement with William B. Smith for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- Q. Resolution to Cede the City of Bloomington's Allocation of the Private Activity Bonding Cap to the Eastern Illinois Economic Development Authority. (Recommend that the Resolution be adopted and the City of Bloomington's 2014 Volume Bond Cap be ceded to the Eastern Illinois Economic Development Authority, with a transfer fee agreement of one percent (1%).)**
- R. Text Amendment Ordinance to Chapter 2. Administration, regarding Public Comment at City Council Meetings. (Recommend that the Text Amendment be approved and the Ordinance passed.)**
- S. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 24, 2014. (Recommend that the Ordinance be passed.)**

- T. Application of MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, requesting a TAS liquor license. (Recommend that an TAS liquor license for MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, be created, contingent upon compliance with all applicable health and safety codes.)
- U. Application of Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., requesting an RBS liquor license. (Recommend that a RBS liquor license for Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1) obtain BASSET certification within ninety (90) days.)
- V. Application of Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., requesting an RBS liquor license. (Recommend that an RBS liquor license for Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., be created, contingent upon compliance with all applicable health and safety codes.)

8. Public Hearing

- A. Petition submitted by Marti Rave, Requesting Approval of an Annexation Agreement for the Property Generally Located east of Veteran's Pkwy., north of Hamilton Rd. and west of Greenwood Ave. (Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)

9. Regular Agenda

- A. Petition submitted by Dennis Pulliam, requesting approval of a Special Use Permit for a Two Family Residence for the property located at 611 S. Clayton St.
 - i. 1.) Recommend the motion to reconsider action of April 14, 2014 Council meeting be approved; (*Motion must be made by either Aldermen Mwilambwe, Stearns, Painter, Schmidt or Lower*)
 - ii. 2.) Recommend that the Special Use be approved and the Ordinance passed.)
- B. Text Amendment to Chapter 7. Taxation regarding proposed increases to the following Utility Taxes: Gas, Water, Telecommunication, Electric, and Municipal Gas Use Tax. (Recommend that the Text Amendment be approved, the Ordinance passed, and authorize the City Manager to enter into any agreements to collect the corresponding taxes.) (*20 minutes*)
- C. Mayoral Veto Message and Veto of Specific Appropriations from Budget and Appropriation Ordinance Fiscal Year Ending April 30, 2015. (*5 minutes*)
- D. Consideration of Veto and Action on Potential Veto Override. (*20 minutes*)
- E. Discussion of FY 2016 Budget Priorities. (*30 minutes*)

- 10. City Manager's Discussion**
- 11. Mayor's Discussion**
- 12. City Aldermen's Discussion**
- 13. Executive Session – cite section**
- 14. Adjournment**
- 15. Notes**



FOR COUNCIL: April 28, 2014

SUBJECT: Proclamations Declaring April 28, 2014 as Central Catholic Saints Basketball Championship Day, May 4 – May 10, 2014 as Municipal Clerk’s Week, and May 2014 as Constitution Trail Month

RECOMMENDATION: That the proclamations be made a matter of record.

BACKGROUND: The proclamations to be presented:

1. Declaring April 28, 2014 as Central Catholic Saints Basketball Championship Day;
2. Declaring May 4 – May 10, 2014 as Municipal Clerk’s Week; and
3. Declaring May 2014 as Constitution Trail Month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamations

Motion: That the Proclamations be made a matter of record.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Proclamation

In Recognition of the 2013-14

Central Catholic High School Saints Boys' Basketball Team

WHEREAS, we are here to celebrate the achievements of Central Catholic High School's Boys' Basketball team;

WHEREAS, the Central Catholic Boys' Basketball team achieved a 27 and 6 winning season and many victories over Class 3 and 4A schools, and went on to become the first team, in Central Catholic history and the first high school team, in Bloomington, Illinois history, to win a boys state basketball championship; and

WHEREAS, the 2013-14 Saints basketball team persevered to win a thrilling, triple overtime championship game, an amazing accomplishment, only achieved one other time in the state of Illinois basketball championship history; and

WHEREAS, the 2013-14 Saints championship basketball team exemplified tenacity and team spirit to win a championship game that they never led in regulation time; and

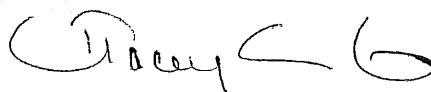
WHEREAS, the Central Catholic High School basketball team included: Principal Joy Allen, Athletic Director: Doug Atkins, Head Coach: Jason Welch, Assistant Coaches: Bryan Duling, Aaron Ellison, George LeFavre, Jesse Hawkins, Athletic Trainer: Ashley Kingston and players: Jake Baughman, Michael Billington, Braxton Coffman, Jacob Gilmore, Parker Goodlick, John Hester, Elliott Hoerdemann, Austin Holman, Mitch LaTulip, Nick Norton, John Rave, Jake Reinhart and Kellin Rollins,

THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby proclaim April 28, 2014, as Central Catholic Saints Basketball Championship day and a day of pride and celebration by the entire community of Bloomington, Illinois.



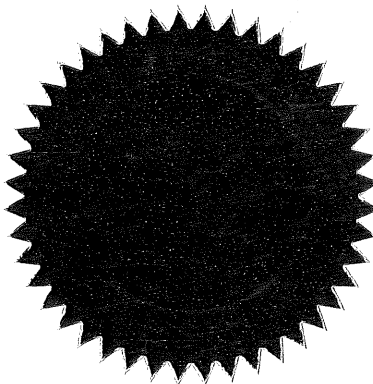
Tari Renner

Mayor



Tracey Covert

City Clerk



PROCLAMATION

Declaring May 4-10, 2014 to be

Municipal Clerk's Week

Whereas, *The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*

Whereas, *The Office of the Municipal Clerk is the oldest among public servants; and*

Whereas, *The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*

Whereas, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

Whereas, *Municipal Clerks continually strive to improve the administration of the affairs of the office of the Municipal Clerk through participation in education programs and professional organizations; and*

Whereas, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

Whereas, *It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

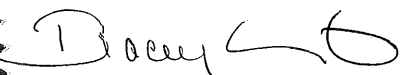
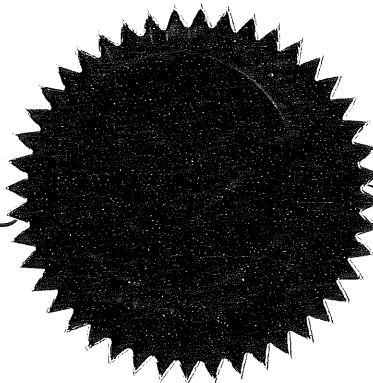
Now, Therefore, *I, Tari Renner, Mayor of, Bloomington, IL do recognize the week of May 4-May 10, 2014, as*

Municipal Clerk's Week

and recognize all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



Tari Renner
Mayor



Tracey Covert
City Clerk

PROCLAMATION

Declaring May 2014 to be Constitution Trail Month

WHEREAS, the City of Bloomington and Town of Normal officially opened the Constitution Trail on May 6, 1989; and

WHEREAS, in the past 25 years, the Constitution Trail has become the communities' most beloved park; and

WHEREAS, thousands of residents and visitors enjoy the health, recreation and transportation benefits of the Constitution Trail every year; and

WHEREAS, the Constitution Trail serves as a constant reminder that the communities of Bloomington and Normal work best when they work together; and

WHEREAS, residents and visitors owe a debt of gratitude to the community leaders who fought to make the Constitution Trail a reality, 25 years ago.

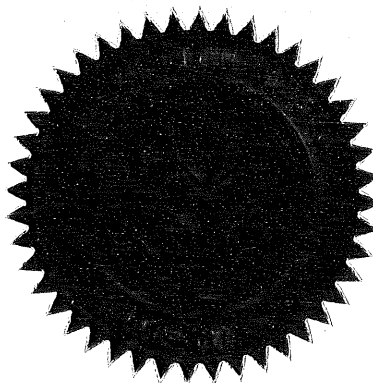
***NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim
May 2014, as***

Constitution Trail Month

in the City of Bloomington and encourage all residents to go outside and enjoy the trail.


Tari Renner
Mayor


Tracey Covert
City Clerk





FOR COUNCIL: April 28, 2014

SUBJECT: Council Proceedings of April 14, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of April 14, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of April 14, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read 'David A. Hales'.

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for April 14, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of April 14, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: April 28, 2014

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on April 24, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: April 28, 2014

SUBJECT: Appointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That the Appointments be approved.

STRATEGIC PLAN LINK: Goal 3. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong partnership with residents and neighborhood associations.

BACKGROUND: I ask your concurrence in the appointment of:

- Philip Foree of 1108 Lockenvitz Ln. #3, 61704 to the Property Maintenance Review Board as the Tenant Member. His three (3) year term will expire April 30, 2017.
- Dianne Hollister of 2 Briarwood Ave., 61701 to the Board of Fire & Police Commissioners. Her three (3) year term will expire April 30, 2017.
- Susan O'Rourke of 2613 Kolby Ct., 61704 to the Board of Library Trustees. Her three (3) year term will expire April 30, 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Board Rosters

Motion: **That the Appointments be approved.**

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Board of Fire & Police Commissioners

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Reappointment	
		Ellen	Schroeder	824 McGregor Unit 15	Bloomington	IL	61701	04/30/07	5/1/2004	2004	not eligible	
Chair		Charles	Halbert	2707 Sheffield	Bloomington	IL	61704	04/30/10	9/1/2007	2004	not eligible	
		W. Charles	Witte	33 Monarch Dr.	Bloomington	IL	61704	04/30/17	4/14/2014	2008		Republican
		Keith	Rich	32 Chiswick Cir	Bloomington	IL	61704	04/30/17	4/14/2014	2008		Non-Partisan
		Delos "Dean"	Messinger	2107 Hackberry Rd	Bloomington	IL	61704	04/30/17	4/14/2014	2011		Republican

Staff		Tracey	Covert								
Staff		Emily	Bell								
Staff		Rosalee	Dodson								
Staff		Brendan	Heffner								
Staff		Mike	Kimmerling								

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 5 members

Number of members the Mayor appoints: 5

Type: Internal

City Code:

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 1st Mon of each month at 4:00pm - Conference Room

Other: Per State Statute, no more than two members can be from the same political party. If a member does not vote in a Primary, they are considered Independent.

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 2

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:

-David Penn was appointed to start on May 1st to replace someone as a Democrat

-Dianne Hollister to replace someone as the other Democrat - appt on 4/28/2014

Library Board of Trustees

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Re/Appointment Date	Year First Appt	Reappointment
		Brittany	Cornell	Lane	Bloomington	IL	61705	04/30/17	04/14/14	2014	
		Janet	Kibler	2208 Berrywood Ln	Bloomington	IL	61704	04/30/14	02/27/12	2012	eligible
		Carol	Koos	305 Woodland	Bloomington	IL	61701	04/30/14	04/25/11	1997	not eligible
		William	Wetzel	4 Prairie Vista Ct	Bloomington	IL	61704	04/30/15	01/28/13	1972	
		Catherine	Pratt	415 N Center St	Bloomington	IL	61701	04/30/15	01/28/13	2009	
		Peggy	Burton	34 Chiswick Circle	Bloomington	IL	61704	04/30/15	01/28/13	2004	
President (2013)		Narendra K.	Jaggi	1312 Park Street	Bloomington	IL	61701	04/30/16	05/13/13	2007	
		VACANT									
		Emily	Kelahan	401 E Grove St	Bloomington	IL	61701	04/30/16	05/13/13	2013	

Replacement Appt 4/14/2014: Whitney Thomas

Replacement Appt 4/14/2014: Monica Brigham

Replacement: Susan O'Rourke (4/28/2014)

Staff		Georgia	Bouda								
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Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 9 members

Number of members the Mayor appoints: 9

Type: Internal

City Code: Chapter 25, Section 3, Section 7

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Tues of each month at 4:30pm - Library Conf Room

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Appointment/Reappointment Notes:

Property Maintenance Review Board

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Reappointment
Tenant		VACANT									
Contractor		Mark	Fetzer	1713 Whitmer Ct	Bloomington	IL	61704	4/30/16	12/09/13	2013	
Large Landlord		John	Capodice	2827 Capodice Rd	Bloomington	IL	61704	4/30/17	03/24/14	2011	
Citizen At Large		Julie	Morgan	705 Ohara	Bloomington	IL	61701	4/30/17	03/24/14	2011	
Small Landlord		Valerie	Dumser	809 W Washington St	Bloomington	IL	61701	4/30/17	03/24/14	2011	
Contractor		Brent	Moore	1006 Park St	Bloomington	IL	61701	4/30/15	01/09/12	2012	
Tenant		Mark	Williams	602 Bradley Dr	Bloomington	IL	61704	4/30/16	09/09/13	2013	

Staff		Sharon	Walker	109 E Olive St	Bloomington	IL	61701				
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Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Term Limit per City Code: 3 terms/9 years

Number of members the Mayor appoints: 7

Type: Internal

City Code: Chapter 45, Section 1000.0

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: As needed, 4th Thurs at 3:00pm - Council Chambers, members given 48 hours+ notice before a meeting

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Appointment/Reappointment Notes:



FOR COUNCIL: April 28, 2014

SUBJECT: Analysis of Bids for Grass and Weed Mowing Service for City-Wide Ordinance Enforcement, City Owned Properties and City Training Range

RECOMMENDATION/MOTION: Recommend that the prices from B & D Lawn Service, for Grass and Weed Mowing Services be accepted, contingent upon B & D Lawn Service successfully passing any and all background criteria and/or restrictions required for the successful bidder, the contract be approved, and the Procurement Manager be authorized to issue a Purchase Order. Upon the inability of B & D Lawn Service to meet the criteria and/or restrictions, City staff be authorized to proceed to the next lowest responsible bidder, H & H Landscaping, subject to the same criteria and/or restrictions.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost effective and efficient manner, and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This contract award is for grass and weed mowing services for ordinance enforcement, City properties (*other than parks and City Hall campus property*) and for the Bloomington Police Department's Training Range.

Scope of work for City properties and Citywide abatement include: a) maintain grass and weeds to the same standards as a residential lawn, as stated in Chapter 21 Section 800.2 and Section 800.4; b) trim around all buildings and trees/bushes as growth demands; and c) pick up and dispose of any trash and/or debris.

Properties are subject to change as the City may acquire or dispose of properties throughout the mowing contract period.

Scope of work for Bloomington Police Department Training Range include: a) maintain grass and weeds to not exceed six inches (6") in length. Mowing is not to be undertaken more than once per week unless directed by the City. Grass may be cut shorter than six inches (6") when mowing, but growth should not exceed six inches (6") in length; b) trim around all buildings and trees/bushes at a minimum of every third mowing, or as directed; c) mow along roadway right of way on Rt. 9 and up to the west entrance into the club house; d) scope of work at the Training Facility is subject to change within the contract period.

Bids were evaluated based on the following rates: General Labor; Hand Mowing; Normal Mowing; Acreage Mowing; Trimming; and Estimated Hours for Range and Estimated Hours for Residential Lot. Bid comparison data is as follows:

Bidder	Gen. Lbr*	Hand Mow*	Normal Mow*	Acre Mow**	Trim Rate*	Hrs. Range	Cost Range	Hrs. Lot	Cost Lot
B & D Lawn Service	\$10.00	\$7.00	\$12.00	\$44.00	\$11.00	3.5	\$154	1.50	\$48
Changing Seasons Lawn & Landscape	\$8.75	\$9.75	\$10.00	\$78.75	\$9.75	3.6	\$284	0.5	\$10
D & D Lawn Service	NA	\$10.00	\$50.00	NA	\$15.00	3.0	\$300	0.0	\$ ---
H & H Landscaping	\$9.00	\$15.00	\$15.00	\$30.00	\$15.00	4.5	\$135	1.0	\$30
F & W Landscaping	\$22.50	\$22.50	\$22.50	\$43.00	\$22.50	5.0	\$215	1.0	\$45
Buddy's Ground	\$12.50	\$12.50	\$12.50	\$98.00	\$10.00	6.0	\$588	1.0	\$25
GPOA Construction	\$8.00	\$7.00	\$12.00	\$50.00	\$8.00	8.0	\$400	3.0	\$72
Prairie View Landscaping	\$14.50	\$14.50	\$17.50	\$75.00	\$12.50	16.0	\$1,200	2.0	\$70

Apparent values inserted

*Expressed in half hour

**Expressed in hour increments

LABOR RATE: The rate shall include any incidental cleanup of lot areas during or prior to mowing.

HAND MOWING RATE: The rate for hand mowing, applies to areas where tractor mowing is not reasonable as determined by City staff, will be expressed in increments of cost per one-half ($\frac{1}{2}$) hour.

NORMAL MOWING RATE: The rate for mowing with "riding mowers", applies to areas where hand mowing is not reasonable as determined by City staff, will be expressed in increments of one-half cost per ($\frac{1}{2}$) hour.

LARGE AREA MOWING: The rate for mowing areas greater than one-half ($\frac{1}{2}$) acre, applies to areas where hand mowing and conventional riding mowers are not reasonable as determined by City staff, will be expressed in increments of cost and time per acre.

Contractor	20 Mows @ Range	100 Hrs. Of Other Mowing	Total	Rank
B & D Lawn Service	\$3,080	\$2,400	\$5,480	1
Changing Seasons Lawn & Landscape	\$5,670	\$2,000	\$7,670	3
D & D Lawn Service	\$6,000	\$10,000	\$16,000	N/A
H & H Landscaping	\$2,700	\$3,000	\$5,700	2
F & W Landscaping	\$4,300	\$4,500	\$8,800	4
Buddy's Ground	\$11,760	\$2,500	\$14,260	6
GPOA Construction	\$8,000	\$2,400	\$10,400	5
Prairie View Landscaping	\$24,000	\$3,500	\$27,500	7

B & D has been determined to be the lowest qualified bidder contingent on the passage of background checks required by bid documents. The bid documents provide all of the successful contractor's employees, including all management, will be required during the course of the contract to agree to a criminal background check. The bid documents also provide no convicted felons will be allowed to perform work on this contract and that the successful bidder shall be required to conduct a background check on all employees, and provide the results to the City for review. Accordingly, the contract award will be contingent upon the passing of these additional criteria. Staff recommends that if B & D Lawn Service does not meet the additional contract criteria, Council defer to the next lowest qualified bidder, H & H Landscaping, pending the result of their background check, required by the bid specifications. References have been verified for both contractors. If neither B & D Lawn Service nor H & H Landscaping qualify, then the contract will not be awarded and City staff will bring a new recommendation back to the Council.

This contract shall be in force from the date the City executes the agreement through October 1, 2017, with an option of being renewed for two (2) additional mowing seasons through October 1, 2019.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was released March 4, 2014. Invitations to bid were sent to all known local mowing providers and published in the Pantagraph. Bids were due and opened on March 26, 2014.

FINANCIAL IMPACT: Payment for services provided for the Training Range will be paid from the Police Department's budget 10015110 - 70690 (Police - Other Purchased Services). Services provided for City owned properties will be paid from PACE Facilities budget 10015480 - 70690 (Facilities Maintenance - Other Purchased Services). Services provided for Community Development owned properties and Citywide Weed Abatements will be paid from PACE's Code Enforcement budget 10015430 - 70690 (Code Enforcement - Other Purchased Services). Stakeholders can locate these in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on the respective pages: Police page 214, Facilities Maintenance page 260, and Code Enforcement page 254.

Respectfully submitted for Council consideration.

Prepared by: Steve Sicinski, Police Sergeant
Sharon Walker, Division Manager - PACE

Reviewed by: Ken Bays, Asst. Chief of Police
Frank Koehler, Interim Director - PACE

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Council

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. City Property List

Motion: Recommend that the prices from B & D Lawn Service, for Grass and Weed Mowing Services be accepted, contingent upon B & D Lawn Service successfully passing any and all background criteria and/or restrictions required for the successful bidder, the contract be approved, and the Procurement Manager be authorized to issue a Purchase Order. Upon the inability of B & D Lawn Service to meet the criteria and/or restrictions, City staff be authorized to proceed to the next lowest responsible bidder, H & H Landscaping, subject to the same criteria and/or restrictions.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Current Property List and Description

City Owned Properties (paid from PACE Facilities Budget):

1003 Maple Hill Rd.
300 Greenwood Ave.
1503 W. Olive St.
405 and 409 N. Roosevelt St.
514 N. Howard St.

Community Development Properties (paid from PACE Code Enforcement Budget):

These lots are future or current demolition sites in transition, lots to be donated to Habitat or sold on the open market. This list will change as properties are disposed of or acquired.

1203 N. Clinton Blvd.
1408 W. Oakland Ave.
1502 W. Oakland Ave.
206 Darrah St.
1007 W. Monroe St.
711 W. Mulberry St.
505 N. Mason St.

Bloomington Police Department Training Range (paid from Police Department Budget)

The Police Department maintains a Firearm Training Facility located at the intersection of Rt. 9 and 3000 North. The range is about eighteen (18) miles from the Police Department. The area of grass that needs to be cut on a regular basis is 15.75 acres.

The Bloomington Police Department in conjunction with the Normal Police Department and the McLean County Sheriffs Department, use the facility on a scheduled basis. Occasionally there are other law enforcement agencies who schedule to use the training facility.

The primary function of the Training Facility is to provide regular weapons training (both pistol and rifle), and for annual State of Illinois mandated firearm qualifications.



FOR COUNCIL: April 28, 2014

SUBJECT: Analysis of Bids for White and Yellow High Durability Latex Traffic Paint and Glass Beads for Pavement Marking Material for the Public Works Department's Streets and Sewers Division

RECOMMENDATION/MOTION: That the bid for Latex Traffic Paint and Glass Beads for Pavement Marking be awarded to Sherwin Williams, Bloomington, IL, for FY 2015 in an amount not to exceed \$90,375, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks.

BACKGROUND: The Public Works Department's Streets and Sewers Division purchased a new self-propelled traffic line painting machine from E-Z Liner Industries in 2012. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. A bid specification was created which allows for the purchase of traffic line paint to be used not only with the new machine but also with the existing walk behind traffic line painting machines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on March 31, 2104. Five (5) bid packages were provided. A total of five (5) bids were received.

Bidder	Bid Amount	Explanation
All State Coating	\$72,000	Incomplete Bid – did not include beads
Ozark Materials	\$82,335	Could not meet delivery requirements
<i>Sherwin-Williams</i>	<i>\$90,375</i>	<i>Suggested Vendor</i>
Ennis Paint	\$92,250	
Diamond Vogel	\$107,340	

FINANCIAL IMPACT: This item is included in the FY 2015 Proposed Budget under Street Maintenance - Traffic Line Paint (10016120 - 71096). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 285.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

Legal Review by:

Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: That the bid for Latex Traffic Paint and Glass Beads for Pavement Marking be awarded to Sherwin Williams, Bloomington, IL, for FY 2015 in an amount not to exceed \$90,375, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____

Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: April 28, 2014

SUBJECT: Scheduled Replacement of a Dump Truck for Parks, Recreation and Cultural Arts Department - Parks Division

RECOMMENDATION/MOTION: That the purchase of a Ford F550 with Dump Body from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$42,780, utilizing the State of Illinois Joint Purchasing Contract 4017340, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Parks Maintenance Division has a 1995 International Dump Truck that has 67,844 miles and 7,247 hours. This unit is nineteen (19) years old. Maintenance cost to date for the vehicle is \$30,338.11. This unit has had electrical, steering, hydraulic, and brake issues. In addition the dump bed is rusting out and has had metal bracing added to the cab shield. The new unit will be a side tipper dump truck. This will be more versatile and improve safety as it has the ability to dump without backing into traffic. The side tipper will help with maintenance on Constitution Trail as it will be easier to dump material for shoulder work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Parks Maintenance Division of the Parks, Recreation and Cultural Arts Department has \$41,200 budgeted this fiscal year in the FY 2014 Capital Lease - Capital Outlay Licensed Vehicles (40110130 - 72130). The difference will be made up by other items in this lease coming in under budget. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 112.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: John Kennedy, Director of Parks, Rec. & Cultural Arts

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Council

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Quote
Attachment 2. Photo

Motion: That the purchase of a Ford F550 with Dump Body from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$42,780, utilizing the State of Illinois Joint Purchasing Contract 4017340, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Friday, April 04, 2014

ROB KRONES
CITY OF BLOOMINGTON
336 S MAIN ST
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois contract # 4017340. We are pleased you are considering us for your new truck and we can order it as follows. Note delivery is estimated in 120 days+ after your order.

1	2015 Ford F550 Regular Cab 2wd Chassis	
	Includes All Standard Pkg Equipment	18,000 Min GVWR
	6.8 Litre V10 w/5spd Automatic	
	Air Conditioning Tilt Wheel AM/FM	Upfitter Switch Panel
	BASE COST	\$27,085.00
	USE STD 60" Cab/Axle, 40 Gallon Rear Fuel Tank	
ADD	Cruise Control	\$195.00
	4.88 Limited Slip Axle	\$310.00
	Snowplow Prep Pkg	\$75.00
	THB All Terrain REAR Tires	\$190.00
	Built in Factory Trailer Brake	\$195.00
	F550 Payload Upgrade, 19,000 GVWR	\$1095.00
	Engine Block Heater	\$65.00
	Daytime Running Lights	\$40.00
	Factory Backup Alarm	\$120.00
	(2) Extra Program Keys	\$50.00
	CD ROM Factory Service Manual	\$225.00
	Factory Black Cab Steps	\$300.00
	SPECIAL CRYSTEEL 9ft SIDE TIPPER Dump Body Pkg w/Electric Hoist	
	Dumps to Curb Side with top hinged gate	Paint Black
	Fold Down Driver Side	\$12,185.00
	Rustproof & Undercoat	\$375.00
	Delivery to your Location	\$275.00
	New Municipal Lic & Title	NOT Ordered
	White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	YOUR COST, P/O # Pending	\$42,780.00

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager





FOR COUNCIL: April 28, 2014

SUBJECT: Scheduled Replacement of a Pickup Truck for Parks, Recreation and Cultural Arts
Department - Parks Division

RECOMMENDATION/MOTION: That the purchase of a Ford F350 Chassis from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$22,854, utilizing the State of Illinois Joint Purchasing Contract 4017340, and the purchase of a Service Body from Koenig Body and Equipment, Peoria, IL, in the amount of \$7,962 for a total of \$30,816.

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

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

BACKGROUND: The Parks Maintenance Division has a 1999 Chevrolet 2500 pickup truck that has 92,529 miles. This unit is fifteen (15) years old and scheduled to be replaced in the current budget year. Maintenance cost to date for the vehicle is \$13,365.32. This unit has had engine injector driver module and the fuel pump driver module replaced, and the body is starting to rust. This unit is a utility maintenance vehicle used primarily for Heating, Ventilation & Air Conditioning (HVAC) service work. The new unit will have built in tool boxes which provide increased tool and parts storage which will improve efficiency.

Staff obtained three (3) signed quotes for the service body. The lowest one was from Koenig Body at \$7,962, second lowest was Drake Scruggs at \$8,832, and the highest was Linco Percision at \$9,994.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Parks Maintenance - Capital Outlay Licensed Vehicles (10014110 - 72130) has \$35,020 budgeted this fiscal year for the replacement of this pickup truck. Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 208.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: John Kennedy, Director of Parks, Rec. & Cultural Arts

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

Legal review by:

Jeffrey R. Jurgens, Interim Corporation Council

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Quote
Attachment 2. Photo

Motion: That the purchase of a Ford F350 Chassis from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$22,854, utilizing the State of Illinois Joint Purchasing Contract 4017340, and the purchase of a Service Body from Koenig Body and Equipment, Peoria, IL, in the amount of \$7,962 for a total of \$30,816.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			





FOR COUNCIL: April 28, 2014

SUBJECT: Analysis of Bids for the Scheduled Replacement of a 60' Aerial Lift Truck with Chip Body and Installation on Chassis for the Parks, Recreation and Cultural Arts Department - Parks Maintenance Division

RECOMMENDATION/MOTION: That the bid for a Kenworth T370 Chassis with a Versalift VO-260 Manlift and Arbor Tech Chip Body be awarded to Central Illinois Trucks, Normal, IL, in the amount of \$160,130, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Parks Maintenance Division has a 1995 International Bucket Truck with Chip Body that has 56,604 miles and 13,913 hours. This unit is nineteen (19) years old. As equipment ages, components become susceptible to unnoticeable wear and tear leading to unexpected failures and malfunctions. This unit has had hydraulic problems with hoses, hydraulic pump and power take off. The transmission's electronic control module has been replaced, as have the engine connection rod and main bearings. There are ongoing issues with corrosion in the electrical systems. The outrigger stabilizers have been repaired due to the metal rusting through. Maintenance cost to date for the vehicle is \$50,568.83. This unit is used in the day to day operations by the Forestry crews. It is used in the Tree Maintenance Program and for emergency cleanup after severe weather events. The new unit will have increased safety features over a nineteen (19) year old unit lessening the exposure to accident or employee injury.

Bids were opened on April 11th at 1:30 p.m. A total of four (4) bids were received of which one (1) bid was a no bid. The results are as follows:

Vendor	60' Aerial Lift With Chip Body & Chassis
Central IL Trucks	\$160,130
Rush Truck Centers	\$164,556
Altic	\$156,906
Altic option 1	\$165,493
Altic option 2	\$169,328
Koenig Body	No Bid

Staff recommends excepting the bid from Central IL Trucks, Normal, IL, Altic Industries turned in the lowest bid but had the most variances. Altic Industries' bids for options one (1) and two (2) had less variances but were the highest bids. Rush Truck Centers had the least amount of variances but their bid was \$4,426 higher than that of Central IL Trucks.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was released March 31, 2014. Invitations to bid were sent to all known local providers and published in the Pantagraph on March 31, 2014. Bids were due and opened on April 11, 2014.

FINANCIAL IMPACT: The FY 2014 Capital Lease has \$148,540 budgeted this fiscal year in line item 40110130 - 72130 (FY 2014 Capital Lease - Capital Outlay Licensed Vehicles). The difference of \$11,590 will be made up by savings from purchases that will not be made out of this capital lease. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 110.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: John Kennedy, Director of Parks, Rec. & Cultural Arts

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Council

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Truck Photo

Motion: That the bid for a Kenworth T370 Chassis with a Versalift VO-260 Manlift and Arbor Tech Chip Body be awarded to Central Illinois Trucks, Normal, IL, in the amount of \$160,130, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



VERSALIFT

703

703

RECREATION

M 89 346

DANGER

DRAKE-SCRUGGS
EQUIPMENT INC.
SPRINGFIELD, ILL.

BC1000

703 Bucket Truck Bid														0
	Rush Truck Centers	\$164,556.00		Central IL. Trucks	160,130.00		Altec Industries Ford F750	156,906.00		Altec Industries Freightliner M2-106	\$165,493.00		Altec Industries International 4400	\$169,328.00
Spec	Heavy duty radiator 1045 Sq. in. louvered with overflow tank and fan shroud		Spec	270 HP at 2200 RPM 860lb. ft. torque at 1300 RPM		Spec	270 HP at 2200 RPM 860lb. ft. torque at 1300 RPM		Spec	270 HP at 2200 RPM 860lb. ft. torque at 1300 RPM			Lift	
Variance	1787 sq/in 6 gal		Variance	270 HP/ 800- LBS-FT Torque		Variance	280 HP 660 lbs ft torque at 1600		Variance	300 hp 2000 RPM 830 lb ft at 1300RPM		Spec	Travel height not to exceed 12.25 feet (3.73 m). Based on 40 in. frame height	
	No bid bond		Spec	Block heaters, in block type 120 volts, 1250 watts		Spec	2400 RPM Governed Speed		Spec	2400 RPM Governed Speed		Variance	Travel height approx 12' 4"	
			Variance	Block Heater 120 V, 1000 watts		Variance	2300		Variance	2200 GOV RPM		Spec	Upper control station to be mounted toward lower/upper boom knuckle in lieu of standard position	
			Spec	Engine speed control to be electronic, variable speed mounted on steering wheel		Spec	Wet type cylinder sleeves		Spec	Heavy duty radiator 1045 Sq. in. louvered with overflow tank and Fan shroud		Variance	Upper control station cannot be mounted toward boom knuckel	
			Variance	Dash mounted engine speed control		Variance	Patent bore		Variance	1100 sq. in. Radiator		Spec	The rectangular upper boom tapers from 8 in. x 12 in. (200 mm x 300 mm) at the elbow end to 8 in. x 10 in. (200 mm x 250 mm) at the platform end and is constructed of high strength filament-wound epoxy resin fiberglass. The fiberglass has a gel coat and a high gloss durable urethane finish for added weather protection and water beading	
			Spec	Heavy duty radiator 1045 Sq. in. louvered with overflow tank and Fan shroud		Spec	Warranty on engine 3 Years, 150,000 miles		Spec	Axle – (Dana Spicer S23-170) single reduction 23,000 lbs. Gear ratio 6.14 Air operated differential lock		Variance	Upper boom is Round	
			Variance	1000 Sq. in. Radiator		Variance	2 year unlimited miles add \$1,500 for cummins plan 1 plus aftertreatment		Variance	RS-23-160 23,000# R-series single rearaxle		Spec	Each end of a high strength filament-wound epoxy resin fiberglass is inserted into the steel boom sections. The fiberglass insert maintains a 24 in. (0.61 m) insulation gap between the two steel sections	
			Spec	50 gallon minimum non-polished aluminum mounted left side under cab		Spec	Heavy duty radiator 1045 Sq. in. louvered with overflow tank and Fan shroud		Variance	5.63 ratio		Variance	Insulation gap is 15"	
			Variance	56 gallon tank		Variance	770 sq. in.		Spec	All gauges shall be mounted into the dash		Spec	The reverse mount square pedestal is a fabricated steel structure with a reinforced base plate. The pedestal mounting hardware is a long bolt system which clamps the full depth of the frame	
			Spec	Axle – (Dana Spicer S23-170) single reduction 23,000 lbs. Gear ratio 6.14 Air operated differential lock		Spec	Horton , direct drive, 2 speed with residual torque device to disengage nylon fan		Variance	Gauges that hang down under the dash will not be accepted under any circumstances		Variance	Pedestal is round	
			Variance	5.57 Ratio		Variance	Viscous drive		Spec	Engine speed control to be electronic, variable speed mounted on steering wheel		Spec	The lifting eye attachment is located near the elbow on the lower boom The lifting eye has a maximum capacity of 1500 lbs. (680 kg).	
			Spec	Springs – 23,500 lbs. with 4500 lb auxiliary rubber spring		Spec	Warranty shall be 5 year, unlimited mileage ETC on the transmission and the PTO.		Variance	Electric cruse control with switches in LH switch panel		Variance	Lifting eye capacity 1000 lbs	
			Variance	23,000 Lbs With out 4,500lb Auxiliary Rubber Springs		Variance	2 year unlimited add \$875		Spec	Alternator – Leece-Neville AVI160P2013 12volt 160 amp		Spec	A-frame outriggers are connected to the pedestal and are equipped complete with pilot operated check valves, internal thermal relief extension the outriggers provide 150 in. (3.81 m)	
			Spec	Rear – four (4) TIRE, REAR 12R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range H, 16 ply		Spec	Springs – 23,500 lbs. with 4500 lb auxiliary rubber spring		Variance	DR 12V 160amp 28-SI Quadramount pad altenator with remote battery senes		Variance	Outrigger spread is 140" at max extension	
			Variance	Rear G287 MSA		Variance	23,000 Lbs With out 4,500lb Auxiliary Rubber Springs		Spec	Block heaters, in block type 120 volts, 1250 watts		Spec	The open center hydraulic system operates at 2900 PSI (205 kg/cm2) at 7 GPM (26 LPM). The pump draws oil through a 100 mesh suction strainer that is equipped with a bypass valve. A 10 micron return filter with shut-off valve is included	

[illegible]

Spec	Travel height not to exceed 12.25 feet (3.73 m). Based on 40 in. frame height
Variance	Travel height approx 12' 4"
Spec	Upper control station to be mounted toward lower/upper boom knuckle in lieu of standard position
Variance	Upper control station cannot be mounted toward boom knuckle
Spec	The rectangular upper boom tapers from 8 in. x 12 in. (200 mm x 300 mm) at the elbow end to 8 in. x 10 in. (200 mm x 250 mm) at the platform end and is constructed of high strength filament-wound epoxy resin fiberglass. The fiberglass has a gel coat and a high gloss durable urethane finish for added weather protection and water beading
Variance	Upper boom is Round
Spec	Each end of a high strength filament-wound epoxy resin fiberglass is inserted into the steel boom sections. The fiberglass insert maintains a 24 in. (0.61 m) insulation gap between the two steel sections
Variance	Insulation gap is 15"
Spec	The reverse mount square pedestal is a fabricated steel structure with a reinforced base plate. The pedestal mounting hardware is a long bolt system which clamps the full depth of the frame
Variance	Pedestal is round
Spec	The lifting eye attachment is located near the elbow on the lower boom The lifting eye has a maximum capacity of 1500 lbs. (680 kg).
Variance	Lifting eye capacity 1000 lbs
Spec	A-frame outriggers are connected to the pedestal and are equipped complete with pilot operated check valves, internal thermal relief extension the outriggers provide 150 in. (3.81 m)
Variance	Outrigger spread is 140" at max extension
Spec	The open center hydraulic system operates at 2900 PSI (205 kg/cm2) at 7 GPM (26 LPM). The pump draws oil through a 100 mesh suction strainer that is equipped with a bypass valve. A 10 micron return filter with shut-off valve is included
Variance	Hydraulic tool circuit at platform: One set of quick disconnect couplings at the bottom tip for open center tools. Tool system relief pressure set at 2,250 psi. Include an adjustable flow control valve adjustable from 4-6 GPM
	Bid not signed



FOR COUNCIL: April 28, 2014

SUBJECT: Request to Purchase Replacement Panasonic Toughbook Computers utilizing State of Illinois Joint Purchasing Contract

RECOMMENDATION/MOTION: That the purchase of forty (40) replacement Panasonic Toughbook CF-31 computers from CDS Office Technologies Inc., utilizing the State of Illinois Joint Purchasing Contract number CMS8291640, be approved, in the amount of \$176,320, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Panasonic Toughbook CF-31 computers will serve as the mobile data computers (MDC's) in Police Department's vehicles. These MDC's are critical tools for daily operations as they are used for emergency dispatch, intelligence delivery, investigative research and more by the officers while in their vehicles.

Staff requests approval to replace aging Panasonic Toughbook laptops (MDC's) currently deployed in Police Department's vehicles. The current model MDC's were purchased in early 2010 and are planned for replacement in FY2014.

The MDC's in the Police vehicles are critical tools in daily Police operations and are used for tasks such as:

- Access to mobile Computer Aided Dispatch (CAD) software for emergency dispatch communications
- Efficiently deliver intelligence information to officers in the field
- Investigative tools for officers in the field (i.e. license plate or identification search)
- Create and upload accident reconstruction reports
- Deliver, manage, view and upload in-car video
- Access regional Electronic Justice System (EJS) located in McLean County offices
- Create and upload traffic and ordinance violations
- Access City email accounts
- Access State of Illinois and other Internet-based police-related resources
- Deliver GPS-related Automatic Vehicle Location (AVL) information

These units are in need of replacement as they are underpowered for today's computing requirements. This results in slow application response times, frequent required "reboot" of the computers and delays in communication between the dispatch center and personnel in the

vehicles. The current Toughbook computers are also beginning to exhibit more frequent hardware failures. Purchasing all units at the same time also means the model number (CF-31) will be identical throughout all units. This standardization is a benefit to Information Services staff, as it simplifies the configuration and management of the units.

The Panasonic Toughbook CF-31 is from a class of laptop computers termed “fully ruggedized”, which means it has been tested to the military specification MIL-STD-810G for extreme harsh environments. The Council was provided with a Panasonic Toughbook CF-31 specification sheet and a “Summary of Tests Performed” describing the Panasonic testing required to meet this specification. This type of laptop computer is required to allow the unit to withstand the operating environment of both fire and police vehicles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This purchase will be made out of Information Services - Office Supplies (10011610 - 71010) line item account. Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund” on page 186.

Respectfully submitted for Council consideration.

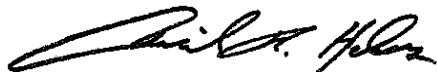
Prepared by: Scott Sprouls, Director of Information Services

Reviewed by: Brendan O. Heffner, Chief of Police

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Council

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Quote
Attachment 2. Product Specifications
Attachment 3. Summary of Tests
Attachment 4. State Purchasing Contract
Attachment 5. Agreement

Motion: That the purchase of forty (40) replacement Panasonic Toughbook CF-31 computers from CDS Office Technologies Inc., utilizing the State of Illinois Joint Purchasing Contract number CMS8291640, be approved, in the amount of \$176,320, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



CDS Office Technologies
 612 South Dirksen Parkway
 Springfield, Illinois 62703
 United States
<http://www.cdsofficetech.com>

Quotation

Date
 Feb 15, 2014 9:45 PM CST

Doc #
 439972 - rev 2 of 2

Description
 TB 31 & TB 53 with Accessories

SalesRep
 Clark, Ronald
 (P) 217-753-5524

Customer Contact
 SPROULS, SCOTT
 (P) 309-434-2473
 SSPROULS@CITYBLM.ORG

Customer

CITY OF BLOOMINGTON (6103)
 109 E OLIVE-CTY HALL
 BLDG SAFETY
 BLOOMINGTON, Illinois 61701

Bill To

CITY OF BLOOMINGTON
 SPROULS, SCOTT
 109 E OLIVE-CTY HALL
 BLDG SAFETY
 BLOOMINGTON, Illinois 61701
 (P) 309-434-2598

Ship To

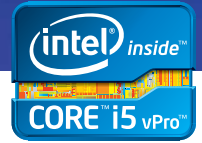
CITY OF BLOOMINGTON
 SPROULS, SCOTT
 109 E OLIVE-CTY HALL
 BLDG SAFETY
 BLOOMINGTON, Illinois 61701
 (P) 309-434-2598

Customer PO: None	Terms: Unknown	Ship Via: UPS Ground
Special Instructions: PLEASE DROP SHIP TO CUSTOMER		Carrier Account #: None

Item Description	Part #	Qty	Unit Price	Total
TOUGHBOOK 31, EXT SERVICE, DOCKING STATION POWER SUPPLY SUPPLY				
1 Panasonic Toughbook 31 Windows 7 Professional (with Win 8 COA), Intel Core i5-3380M 2.90GHz, 13.1" XGA Touchscreen LCD, 500GB Shock-mounted HDD (7200rpm), 4GB, ATI Discrete Graphics, Wi-Fi, Bluetooth, Dual Pass (Upper WWAN / Lower Selectable), TPM 1.2, Backlit Note: Emissive Keyboard, Toughbook Preferred	CF-31XBLAXLM	40	\$3,796.00	\$151,840.00
2 Havis - PWRSPPLY,EM,120W,CABLE,36",OUTPUT,PAN,31,	LPS-104	40	\$137.00	\$5,480.00
3 Panasonic Extended service agreement - parts and labor - 1 year - for TB 31	CF-SVCLTEXT1Y	40	\$191.00	\$7,640.00
TOUGHBOOK 53, EXT SERVICE, PORT REPLICATOR				
4 Panasonic Toughbook 53 Windows 7 Professional (with Win 8 COA), Intel Core i5-3340M 2.70GHz, 14.0" HD LCD, 500GB Shock-mounted HDD (7200rpm), 4GB, Wi-Fi, Bluetooth, Insertable SmartCard Reader, DVD Super MULTI Drive, TPM 1.2, Backlit Emissive Keyboard, Note: Toughbook Preferred	CF-53SCLBYLM	5	\$1,832.00	\$9,160.00
5 Panasonic Extended service agreement - parts and labor - 1 year - for Toughbook 53	CF-SVCLTEXT1Y	5	\$191.00	\$955.00
6 Panasonic Port replicator - for Toughbook 53	CF-VEB531U	5	\$174.00	\$870.00
7 Panasonic Power adapter - AC 100-240 V - 110 Watt - for TB 53	CF-AA5713AM	5	\$75.00	\$375.00

Subtotal: \$176,320.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$176,320.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. CREDIT CARD ORDERS WILL BE CHARGED A 3% CONVENIENCE FEE FOR PROCESSING THE ORDER. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



Panasonic recommends Windows 8.

TOUGHBOOK 31

- Sunlight-viewable Touchscreen with Panasonic CircuLumin™ Technology²
- Full Magnesium Alloy Case with Handle
- Desktop-class Performance
- Optional 4G LTE Multi Carrier Mobile Broadband with Satellite GPS

Powerful, rugged and wireless.

Panasonic presents the Toughbook® 31, the reliable laptop offering the highest performance in its class along with the world's most rugged design. With drop-shock protection and a MIL-STD-810G certification, it's the undisputed leader in the fully-rugged category. Its new Intel® Core™ i5 and i3 processors, along with available discrete graphics, pack a punch to deliver desktop-class performance and improved video/3D graphics. An integrated webcam option, larger storage capacity and up to 21 hours of battery life (with optional media bay 2nd battery)¹ set the Toughbook 31 apart from the competition. Combine six generations of delivering rugged performance plus 14 years of consistent docking compatibility, and you have a computer that will go the distance with you anytime, anywhere.



IP65

6-FOOT
DROP RATING

MIL-STD-
810G

1.800.662.3537
panasonic.com/toughbook/31



Panasonic recommends Windows 8.

DURABILITY

- MIL-STD-810G certified [6' drop, shock, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, humidity, explosive atmosphere]¹
- MIL-STD-461F certified
- IP65 certified sealed all-weather design³
- Hard drive heater
- Full magnesium alloy case with handle
- Shock-mounted flex-connect hard drive with quick-release
- Reinforced locking port covers
- Pre-installed replaceable screen film for touchscreen protection

SOFTWARE

- Windows® 8 Pro 64-bit [with Windows® 7 downgrade option]
- Panasonic Utilities, Recovery Partition

CPU⁴

- Intel® Core™ i5-3380M vPro™ Processor
– 2.9GHz with Turbo Boost up to 3.60GHz
– Intel Smart Cache 3MB
- Intel® Core™ i5-3340M vPro™ Processor
– 2.7GHz with Turbo Boost up to 3.40GHz
– Intel Smart Cache 3MB
- Intel® Core™ i3-3120M Processor
– 2.5GHz
– Intel Smart Cache 3MB

STORAGE & MEMORY

- i5 models: 4GB or 8GB SDRAM [DDR3L-1333MHz]^{5,6}
- i3 model: 2GB, 4GB, 6GB or 8GB SDRAM [DDR3L-1333MHz]^{5,6}
- Shock-mounted flex-connect hard drive with quick-release
– 500GB 7200rpm [i5 models], 320GB 5400rpm [i3 model] with heater⁴
– Optional 128GB, 256GB and 512GB solid state drives [SSD] with heaters⁴

DISPLAY

- 13.1" XGA sunlight-viewable touchscreen LED 1024 x 768
– Panasonic CircuLumin™ technology
– 2-1200 nit
– Circular polarizer²
– Anti-reflective and anti-glare screen treatments
- 3380M CPU with switchable graphics in BIOS:
– ATI Radeon™ HD7750, 512MB dedicated VRAM
– Intel QM77 video controller, max. 1785MB shared VRAM with 32-bit⁵
- 3340M CPU:
– Intel QM77 video controller, max. 1419MB shared VRAM with 32-bit⁵
- 3120M CPU:
– Intel HM75 video controller, max. 1419MB shared VRAM with 32-bit⁵
- External video support up to 1280 x 1024 at 16.7 million colors
- Concealed mode [configurable]

AUDIO

- Intel® high-definition audio compliant
- Integrated front-facing speaker
- Keyboard volume and mute controls

KEYBOARD & INPUT

- Touchscreen
- Integrated stylus holder
- 87-key with dedicated Windows® key
- Optional backlit keyboard
– Sealed rubber or plastic emissive
- Pressure-sensitive touchpad with vertical scrolling support

MULTIMEDIA BAY

- Optional DVD Super MULTI Drive or 2nd battery

EXPANSION SLOTS

- PC card type II x 1
- SD card [SDXC]
- ExpressCard/54 x 1

INTERFACE

- | | |
|---|------------------|
| ■ Docking connector | 80-pin |
| ■ HDMI | Type A |
| ■ VGA | D-sub 15-pin |
| ■ Headphones/speaker | Mini-jack stereo |
| ■ Microphone/line in | Mini-jack stereo |
| ■ Serial | D-sub 9-pin |
| ■ Ext. antenna conn. | 50 ohm coaxial |
| ■ i5 models: USB 3.0 [x 1], USB 2.0 [x 3] | 4-pin |
| ■ i3 models: USB 2.0 [x 4] | 4-pin |
| ■ Optional IEEE 1394a [FireWire] | 4-pin |
| ■ 10/100/1000 Ethernet | RJ-45 |
| ■ Optional 10/100 2nd LAN [Ethernet] | RJ-45 |
| ■ Optional 56K Modem | RJ-11 |

WIRELESS

- Optional integrated 4G LTE multi carrier mobile broadband with satellite GPS
- Optional GPS [SiRFstarIII™]
- Intel® Centrino® Advanced-N 6235 802.11a/b/g/n
- Bluetooth® v4.0 + EDR [Class 1]
- Security
– Authentication: LEAP, WPA, 802.1x, EAP-TLS, EAP-FAST, PEAP
– Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES
- User-selectable antenna pass-through [dual standard, single optional]
- Slide on/off switch

POWER SUPPLY

- i5 CPU:
– Battery operation: 14.5 hours [3340M], up to 12 hours [3380M]⁷
– Long life Li-Ion battery pack [10.65V, typical 8550mAh, minimum 8100mAh]
– Battery charge time: 3.5 hours off, 4.5 hours on⁷
- i3 CPU:
– Battery operation: 8 hours [with lightweight battery]⁷
– Lightweight Li-Ion battery pack [10.8V, typical 4500mAh, minimum 4200mAh]
– Battery charge time: 2 hours off, 2.5 hours on⁷
- Optional media bay 2nd battery: 6.5 additional hours [3320M and 3110M models]¹
- AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching worldwide power supply

POWER MANAGEMENT

- Suspend/Resume Function, Hibernation, Standby, ACPI BIOS



SECURITY FEATURES

- Password Security: Supervisor, User, Hard Disk Lock
- Kensington cable lock slot
- Trusted platform module (TPM) security chip v.1.2²
- Computrace® theft protection agent in BIOS⁴
- Intel® Anti-Theft Technology
- Optional fingerprint reader
- Optional insertable SmartCard reader

WARRANTY

- 3-year limited warranty, parts and labor

DIMENSIONS & WEIGHT

- 11.5"(L) x 11.9"(W) x 2.9"(H)
- 7.9 or 8.2 lbs. [varies by battery type]

INTEGRATED OPTIONS⁸

- 4G LTE multi carrier mobile broadband with satellite GPS
- GPS [SiRFstarIII™]
- Webcam²
- Backlit keyboard – sealed rubber or plastic emissive
- 2nd LAN [10/100]² or FireWire or Modem
- Insertable SmartCard reader
- Fingerprint reader
- Media bay 2nd battery¹
- HDD and battery lock
- 128GB, 256GB and 512GB solid state drives [SSD] with heaters

SELECT ACCESSORIES⁹

- | | |
|---|------------------|
| ■ AC Adapter [3-prong] | CF-AA5713AM |
| ■ Lightweight Battery Pack | CF-VZSU65AU |
| ■ Long Life Battery Pack | CF-VZSU46AU |
| ■ Media Bay 2nd Battery ¹ | CF-VZSU1431U |
| ■ Battery Charger | CF-VCBTB2W |
| ■ LIND 3-Bay Battery Charger | PACH329-1857-P |
| ■ LIND Car Adapter 120W | CF-LNDDC120 |
| ■ ToughMate ComUniversal Carrying Case [large capacity] | TBCCOMUNV-P |
| ■ ToughMate Backpack | TBCBPK-P |
| ■ ToughMate Sling 31 Case | TBC31CASE-P |
| ■ DVD Super MULTI Drive | CF-VDM312U |
| ■ Memory Cards | |
| – 2GB DDR3 | CF-WMBA1002G |
| – 4GB DDR3 | CF-WMBA1204G |
| ■ Desktop Dock | CF-VEB311U |
| ■ Vehicle Docks [no pass-through] | |
| – Panasonic ¹⁰ | CF-WEB301M |
| – Gamber-Johnson with LIND power supply | 7160-0318-04-P |
| – Havis with LIND power supply | CF-H-PAN-112-P |
| ■ Vehicle Docks [single pass-through] | |
| – Panasonic ¹⁰ | CF-WEB301MA |
| – Gamber-Johnson with LIND power supply | 7160-0318-05-P |
| – Havis with LIND power supply | CF-H-PAN-112-1-P |
| ■ Vehicle Docks [dual pass-through] | |
| – Panasonic ¹⁰ | CF-WEB301MB |
| – Gamber-Johnson with LIND power supply | 7160-0318-06-P |
| – Havis with LIND power supply | CF-H-PAN-112-2-P |
| ■ Touchscreen Large Stylus with Tether Hole | CF-VNP009U |
| ■ Tether | CF-VNT002U |
| ■ 13.1" LCD Protector Film | CF-VPF15U |

Please consult your reseller or Panasonic representative before purchasing.

¹Not available on 3380M.

²On i5 CPU models only.

³Tested by national independent third party lab following MIL-STD-810G Method 516.6 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP65.

⁴An Intel Core i7 processor is also available.

⁵The size of the VRAM cannot be set by the user and varies by operating system as well as size of RAM. Windows 7 64-bit max. VRAM is 16GB with 4GB of memory.

⁶1GB = 1,000,000,000 bytes.

⁷Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2007 running Windows 7 Professional.

⁸Requires software and activation to enable theft protection.

⁹Accessories and Integrated Options may vary depending on your notebook configuration. Visit Panasonic website for more accessories and details.

¹⁰5 discrete models, when docked, will operate using Intel shared graphics.

SOLUTIONS FOR BUSINESS

Panasonic is constantly enhancing product specifications and accessories. Specifications subject to change without notice. Trademarks are property of their respective owners.
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1.800.662.3537
panasonic.com/toughbook/31

TOUGHBOOK®

Testing is performed at an internationally recognized, independent research, engineering and evaluation laboratory who by contractual agreement with their clients does not allow the use of their name or logo because doing so may imply an endorsement of products or services. For this reason, all references to said independent third party lab have been removed. Should you require the full unedited version, please contact the company identified below.

Mechanical Engineering Division
May 7, 2010

SUMMARY OF TESTS PERFORMED

Project Number: 18.04481.18.101

Company: Panasonic Computer Solutions Company
Three Panasonic Way, 2F-12
Secaucus, NJ 07094
Attn: Angela MacNeill

Equipment Tested: Panasonic CF-31

Test Dates: April 2010 – May 2010

Notes: *The test item was evaluated for ability to boot into the Microsoft Windows® XP operating system following each of the tests described within this summary report or for the ability to play an audio/visual file during the test parameter application. A listing of summarized tests and results appear in the accompanying table. Full details will be provided in Report Number 18.04481.18.100.FR1.*

Report Written By:



Eric Dornes
Principal Engineer
Structural Dynamics and Product Assurance Section

Summary of Tests Performed on the Panasonic CF-31

Test Description	Test Parameters	Test Results
Altitude: Storage/Air Transport	MIL-STD-810G, Method 500.5, Procedure I 15,000ft Non-Operating	Pass
Altitude: Operation/Air Carriage	MIL-STD-810G, Method 500.5, Procedure II 15,000ft Operating	Pass
High Temperature: Storage	MIL-STD-810G, Method 501.5, Procedure I 160°F Non-Operating	Pass
High Temperature: Operation	MIL-STD-810G, Method 501.5, Procedure II 140°F Operating	Pass
High Temperature: Tactical–Standby to Operational	MIL-STD-810G, Method 501.5, Procedure III - High storage (non-operating) to high operating (test for operation) - Test results are for battery operation	Pass
Low Temperature: Storage	MIL-STD-810G, Method 502.5, Procedure I -60°F Non-Operating	Pass
Low Temperature: Operation	MIL-STD-810G, Method 502.5, Procedure II -20°F Operating	Pass
Temperature Shock	MIL-STD-810G, Method 503.5, Procedure I From 200°F to -60°F, three cycles	Pass
Rain: Blowing	MIL-STD-810G, Method 506.5, Procedure I 5.8in/hr rain, 70mph wind, 30 minutes per surface - Unit operating	Pass
Rain: Drip	MIL-STD-810G, Method 506.5, Procedure III 15 minute exposure, drip test	Pass
Humidity	MIL-STD-810G, Method 507.5, Procedure II (Aggravated) Temp. cycles 86°F to 140°F; 95%RH	Pass
Sand and Dust: Dust	MIL-STD-810G, Method 510.5, Procedure I - Blowing Dust (operating) - Operating temperature of 140°F	Pass
Sand and Dust: Sand	MIL-STD-810G, Method 510.5, Procedure II - Blowing Sand (operating) - Operating temperature of 140°F	Pass
Explosive Atmosphere	MIL-STD-810G, Method 511.5, Procedure I	Pass
Vibration: General Vibration – operating	MIL-STD-810G, Method 514.6, Procedure I (Transportation) Panasonic provided conditions (operating)	Pass
Vibration: General Vibration – non-operating	MIL-STD-810G, Method 514.6, Procedure I (Transportation) Category 24, General minimal integrity (non-operating)	Pass
Shock: Functional	MIL-STD-810G, Method 516.6, Procedure I 40g, 11ms Operating	Pass

Test Description	Test Parameters	Test Results
Shock: Transit-Drop 48-inch	MIL-STD-810G, Method 516.6, Procedure IV 26 drops – 48in height on to 2in plywood – non operating - All drops performed on the same unit	Pass
Shock: Transit-Drop 60-inch	MIL-STD-810G, Method 516.6, Procedure IV 26 drops – 60in height on to 2in plywood – non operating - All drops performed on the same unit that was also subjected to all 48in drops	Pass
Shock: Transit-Drop 72-inch	MIL-STD-810G, Method 516.6, Procedure IV 26 drops – 72in height on to 2in plywood – non operating - All drops performed on the same unit that was also subjected to all 48in and all 60in drops	Pass
Freeze / Thaw	MIL-STD-810G, Method 524, Procedure III (Rapid Temperature Change) Test effects include condensation	Pass

ⁱ One test unit successfully passed the following tests in the sequence listed:

- High Temperature: Tactical–Standby to Operational
- Shock: Transit-Drop, 48-inch
- Shock: Transit –Drop, 60-inch
- Shock: Transit Drop, 72-inch
- Rain: Drip
- Sand and Dust: Dust
- Sand and Dust: Sand

STATE OF ILLINOIS RENEWAL

Central Management Services
IWIN Equipment Renewal
CMS8291640

The undersigned Agency and Vendor, CDS Office Systems, Inc., (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: CDS Office Systems, Inc	Address: 612 S Dirksen Pkwy. - Springfield, IL 62703
Signature: <i>Ronald S. Clark</i>	Phone: 217-753-5524
Printed Name: Ronal S. Clark	Fax: 217-753-6536
Title: VP of IT Sales	Email: rclark@cdsot.com
Date: 04/15/13	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone:
Street Address: 120 W Jefferson Street	Fax:
City, State ZIP: Springfield, IL. 62702	
Signature: <i>Malcolm Weems by Jonelle Brent</i>	Date: 5/7/13
Printed Name: Malcolm Weems by Jonelle Brent	
Official's Title: Director by CCS COS	
Signature:	Date:
Legal Printed Name:	
Legal's Title:	
Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 78158

Project Title: IWIN Equipment Renewal

Contract # CMS829164D

Procurement Method (IFB, RFP, Small, etc):

IPB Ref. # 22030652

IPB Publication Date: April 11, 2013 Award Code:

Subcontractor Utilization? ☐ Yes ☐ NoSubcontractor Disclosure? ☐ Yes ☐ No

Funding Source

Obligation #

CPO 33 – General Counsel Approval:

Signature

Printed Name

Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED** The Department of Central Management Services and CDS Office Technologies are renewing Contract #CMS8291640 for the purchase of mobile data computers, components and software for the Illinois Wireless Network (IWIN). Renewal 3 of 3.
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein.
3. **RENEWAL TERM:** This RENEWAL shall begin May 13, 2013 and shall run through May 12, 2014.
4. **COSTS** (describe calculation and/or cost basis, if applicable): Pricing as per original contract.
5. **SUBCONTRACTORS:** Will subcontractors be utilized? ☐ Yes (X) No

- Subcontractor Name: Click here to enter text.

Amount to be paid: Click here to enter text.

Address: Click here to enter text.

Description of work: Click here to enter text.

- Subcontractor Name: Click here to enter text.

Amount to be paid: Click here to enter text.

Address: Click here to enter text.

Description of work: Click here to enter text.

All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

6. **SUPPLEMENTAL TERMS:**

- 6.1 Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:
 - 6.1.1 The procuring Agency and the State do not waive sovereign immunity;
 - 6.1.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
 - 6.1.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
 - 6.1.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor; and
 - 6.1.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies).

6. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 6.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

- 6.15. Vendor certifies It is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.19. Drug Free Workplace
- 6.19.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act,
- 6.19.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.22. Vendor certifies It complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.23. Vendor certifies It does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
- 6.26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any

former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- 6.28.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/ilitaa) 30 ILCS 587.
- 6.29.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

(X) Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.30.** Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.31.** A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

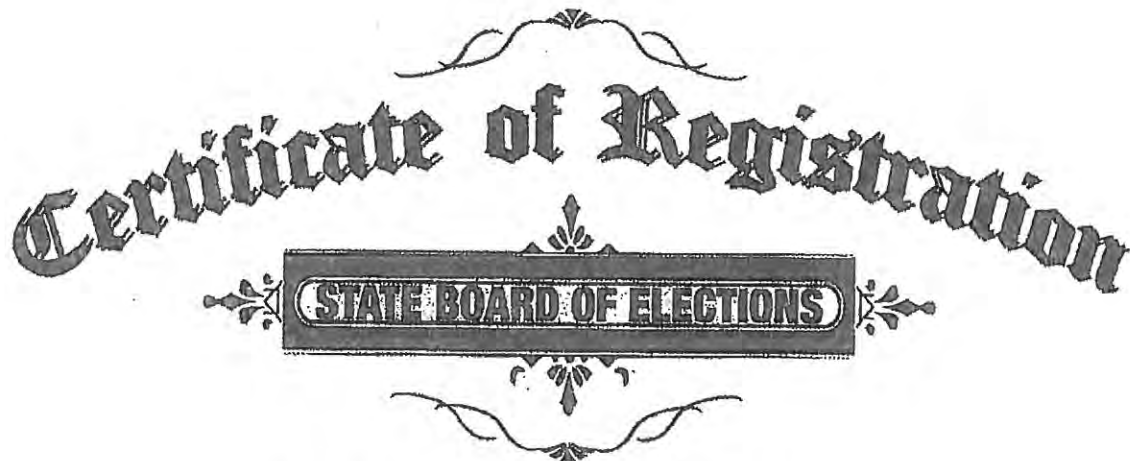
Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

☐

- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

(X)



Registration No. 12155

CDS Office Systems, Inc.

612 South Dirksen Parkway

Springfield IL 62703

Information for this business last updated on:

Friday, April 12, 2013

Certificate produced on Friday, April 12, 2013 at 2:53 PM



- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

☐

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

☐

7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

☒ Vendor

☐ Vendor's Parent Entity(ies) (100% ownership)

☐ Subcontractor(s) >\$50,000

☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	IWIN Equipment Renewal
Vendor Name	CDS Office Systems, Inc.
Doing Business As (DBA)	CDS Office Technologies
Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. ☐ If you selected Other, please describe: Click here to enter text.

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. In Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	\$ Value of Ownership
Jerome Watson	18 N Villa Grove, Springfield, IL	80%	< \$106,447.20
Markham Watson	3008 Catalpa, Springfield, IL	20%	< \$106,447.20
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. In Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

(X) Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

(X) Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract: Click here to enter text.

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Jerome & Markham Watson

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes (X) No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes (X) No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes (X) No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes (X) No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Jerome & Markham Watson

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes (X) No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes (X) No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes (X) No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes (X) No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes (X) No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes (X) No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes (X) No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes (X) No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes (X) No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes (X) No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes (X) No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes (X) No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes (X) No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes (X) No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes (X) No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 In Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? (X) Yes ☐ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Central Management Service	Desktop Master	Active	\$4 M Per Year	CMS1560940A

Please explain the procurement relationship: Ongoing contract with State of IL Agencies and State Municipalities

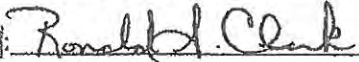
STEP 9

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDS Office Technologies


Printed Name: Ronald S. Clark

Date: 04/15/16

Title: VP of IT Sales

Phone Number: 217-753-5524

Email Address: rclark@cdsot.com

STEP 8**DISCLOSURE OF CURRENT AND PENDING CONTRACTS (con't)**

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Central Management Service	HP Portable Printer Master	Active	\$56,000 Annually	PSD4016820

Please explain the procurement relationship: State of IL agencies and municipalities have the ability to procure an HP Portable Printer/Supplies off contract. Contract expires 2/7/2014.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Click here to enter text.

Business Name: CDS Office Technologies

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number : 37-1052665

Legal Status (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Estate or trust |
| ☐ Legal Services Corporation | ☐ Pharmacy (Non-Corp.) |
| ☐ Tax-exempt | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation providing or billing
medical and/or health care services | ☐ Limited Liability Company |
| (X) Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | ☐ D = disregarded entity |
| | ☐ C = corporation |
| | ☐ P = partnership |

State of Illinois Chief Procurement Office
Taxpayer Identification Number



Date: Monday, April 15, 2013

PBC# 08-29164

Project Title: Illinois Wireless Mobile Data Statewide Master Contract

Contract # CMS8291640

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(show name) CDS OFFICE SYSTEMS, INC. _____

Signature Ronald A. ClarkPrinted Name RON CLARKTitle VICE PRESIDENT COMPUTER SALES Date 04/30/08Address 612 S DIRKSEN PARKWAYPhone 217-753-5524 Fax 217-753-6536E-mail rclark@cdsot.comDept. of Human Rights Public Contract # 91443-00**STATE OF ILLINOIS**

(name of Agency/Buyer) _____

Signature _____

Signature: _____

Printed Name: Maureen T. O'DonnellTitle: Acting Director

By: _____

Printed Name: Gwyn R. GurgensTitle: CMS State Purchasing Officer, ActingDate: 5/13/08**DEPARTMENT OF CENTRAL MANAGEMENT SERVICES**

Official Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

Designee Signature _____

Printed Name _____

Title _____ Date _____

CPO #33 -- Approved by General Counsel

Signature _____

Printed Name _____ Date _____

STATE USE ONLY - Procurement Method (IFB, RFP, Small, etc): _____ IFB

Award Code: A _____

IPB Publication Date: 03/18/08IPB Ref. # 22014447

Subcontractor Utilization? Y / N Subcontractor Disclosure? Y / N

(Fiscal Use Only) Obligation # _____

Ver. 2-5-2008

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties and continue for a period of 36 months.

1.2 RENEWAL

This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

The state reserves the right to renew the contract for three one year periods.

1.3 TERMINATION FOR CAUSE

The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 NEED FOR SUPPLIES AND/OR SERVICES

The Illinois Department of Central Management Services is establishing a master contract for the purchase of goods and services of mobile data computers, peripherals and software for the State of Illinois Wireless Information Network.

CMS intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize this contract. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525]. For more information on this program, please feel free to visit the CMS website: <http://www.state.il.us/cms/servicesg/jntpurch.htm>

2.2 GOALS AND OBJECTIVES

The objective of the contract is to provide a purchasing mechanism for public safety entities throughout the State of Illinois to purchase mobile data computers, components and software on an as needed basis. The State will have no minimum purchase obligation under this contract.

This contract shall not restrict purchases to or require purchase of brand name product and is not intended to limit or restrict competition for like product/service. This contract shall provide a procurement vehicle where it has been determined that specific brand of product or service is required pursuant to Illinois Procurement Code/Rules.

2.3 SUPPLIES AND/OR SERVICES REQUIRED

Vendor acknowledges that all equipment is new.

The State recognizes that the manufacturer may make product changes and add new products or product upgrades at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of changes or additions to products including invalid or discontinued part numbers under this contract. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the Contract term, including optional renewals to the customer.

Panasonic CF-30 Ruggedized Laptop Mobile Data Computer

Mobile Data Computer Bundle

(Must include the above listed MDC and the following items: Backlit keyboard, Battery Charger w/ AC adapter, additional serial ports, Combo Drive DVD-ROM/CD-RW, CDMA wireless modem (internal, Verizon Wireless approved), ext. mouse, carrying case, 3-yr limited warranty including battery, all necessary cables, and Windows Operating System, 80GB hard drive, 56K PCMCIA Modem, Internal antenna.

Parts/Accessories:

High-Gain Antenna Pass Thru

Backlit Keyboard

Combo Drive DVD-ROM/CD-RW (Included in bundle)

Panasonic Single Pass Vehicle Port Replicator (Included in bundle)

Desktop Port Replicator (Included in bundle)

Li-ion Battery (Main Battery Replacement)

Battery Charger w/o AC Adapter (Included in bundle)

AC Adapter (Included in bundle)

80 GB Hard Drive (Included in bundle)

Integrated CDMA Wireless Modem (Verizon Wireless network approved) (Included in bundle)

Universal Carrying Case (Included in bundle)

USB/ Combo Mouse 3 Button (Included in bundle)

Charge Guard for MDC

2 GB Additional RAM for MDC

External Speakers for laptop

DC Adapter for Cigarette lighter

1000 nit Touchscreen

Integrated GPS & Antenna& Optional External Antenna Port (1575mhz)

LCD Protective Film

Semi- Ruggedized Laptop Mobile Data Computer

Panasonic 74 Semi-ruggedized laptop Mobile Data Computer

Semi-ruggedized laptop computer with integrated CDMA wireless modem, carrying case, battery charger with AC adapter, Combo Drive DVD-ROM/CD-RW,, external mouse, necessary cables and 3 year limited warranty including battery.

Parts/Accessories:

L-Ion Rechargeable Battery for Semi-ruggedized laptop
DC (cigarette plug) adapter for Semi-ruggedized-laptop
Port Replicator
Battery Charger
AC Adapter
Carrying case
2 GB Additional RAM for MDC

Symbol Handheld 2D Bar Code Scanner and Image Capturing Device

Rugged Bar Code Scanners Handheld 1D/2D and Image Capturing Device Host power, USB, Minimum resolution 640 x 480, Omni-directional (include all necessary cables and connectors) 3-yr limited warranty

Pentax Printer (In-car printer), Mobile Computing Solution

In car Printer- Pentax Pocket jet 5 Inch adapter for power cord and plug. Sheet fed or role fed. 3-yr limited warranty

In car Printer Bundle (Bundle includes: Printer, Fast charging NI-CD Battery, AC Adapter/Power Cord, Appropriate Cable, Printer Carrying Case, Head Cleaner, 100-Sheet Box of Paper, Documentation/Driver Disk.

Parts/Accessories:

NICD Battery
Universal AC Adapter ADPTR/CHRG (110/220V) with power cable.
Appropriate cable for printer
12 Volt DC Hardware Solution
12 Volt DC Car Adapter Charger

Paper:

Letter Size Paper for above Printer (100 sheets per box)
Legal Size Paper for above Printer (100 sheets per box)
Roll Paper (100') for above Printer

LEDCO Mounting & Docking Solutions

Mounting and Docking solution for the Mobile Data Computer. Connectivity includes Serial: DB9 (9-Pin) Connection (2), Parallel: DB25 (25-Pin) Connection (1), USB: fully powered USB 2.0 (3), Ethernet: RJ45 Ethernet (1), Antenna: Single hi-gain optional Dual hi gain, VGA: (1), PS/2: (1), Speaker: Stereo (1), Microphone: Stereo (1), Noise Filtering: Yes, EMI Filtering: Yes, Input Voltage: 12V DC, Vibration Testing: MIL-STD 810E 514.5/Impact Tested. (must include adjustable tube, swing arm, Tilt lazy susan mount external speakers and charge guard) 3-yr limited warranty

Console & Mounted Arm Rest (or other proposed configuration) Printer bracket for proposed printer. Must meet single feed mounting solution.

Metal mounting bracket for scanner/image capture device (must be non-abrasive and capable of supporting the scanner proposed in a vertical position)

Console & Mounted Arm Rest printer bracket with roll feed for proposed printer

Arm Rest Sheet Feed Bracket to Roll Feed change out

External Speakers for laptop

Charge Guard for laptop

Heavy Duty Base Plate

Printer Bracket w/ Hardware

Center Console Arm Rest Printer Bracket, hinged arm rest and forearm pad

External Antenna nmo mount dual band cdma with connector stick and flat roof mount.

Preloaded Software

Windows Vista Home Premium

Windows XP Pro

WordPerfect Suite (Includes maintenance)

WordPerfect (Media Only)

Lotus Smart Suite Millennium Edition (Media Only)

Lotus Smart Suite Level-H

Microsoft Office 2007 STD

McAfee Anti-Virus Scan Security Suite w/Media

McAfee Anti-Virus Scan Security Suite 2 Year Sub

Street Atlas USA

Symantec Antivirus Corporate Edition 2 Year Sub

Loading State- provided software (including Motorola Client and Office Information Manager, or any other software provided by the state) - Three levels of services – Setup, Technical Support and Training. The setup services ensures that the end-user has a fully functional IWIN client ready to use immediately, without having to spend agency personnel time (and money) to get up and running.

Technical Support – Phone support-24x7 - Panasonic support is always available to ensure productivity. Panasonic has a telephone support hotline, website and team of expertly trained field personnel which minimizes your downtime.

Telephone Support

Should you have a question or experience a problem with a Toughbook, the Panasonic technical support hotline is available at any time by calling 1-800-LAPTOP5 (1-800-527-8675). When you call, you'll reach a technical support specialist who will help determine your coverage and diagnose the problem. The specialist can also ship replacement parts and assist when your Toughbook needs to be shipped to the National Service Center, or direct you to the appropriate international service center. Our National Service Center turns around 90% of its repairs in two business days or less.

Website Support

The Panasonic Toughbook website at panasonic.com/toughbook provides you with information quickly and easily. The Download Center lets you download drivers, first-aid disks, BIOS, tools, utilities and manuals at any time. The website also outlines detailed information on warranty programs and support services, such as answers to frequently asked questions.

2.4 MILESTONES AND DELIVERABLES

Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.5 VENDOR / STAFF SPECIFICATIONS

2.6 WHERE SERVICES ARE TO BE PERFORMED

Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract.

2.7 SCHEDULE OF WORK

Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES

2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use, (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies, (d) will be of good title and be free and clear of all liens and encumbrances, and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH

Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS

All equipment and software shall be delivered within 15 days of receipt of order. A 10% penalty will be assessed if equipment is not received within 15 days of receipt of order.

~~Orders against this contract will be made by State agencies using a State approved purchase form (e.g. Basic Ordering Agreement) as the need~~ arises. Other governmental units of the State will submit their own purchase forms. Orders written through and including the last day of the contract shall be honored. Vendor will invoice the customer identified on each purchase form upon completion of the order

The price to the Customer under this contract shall include shipping and handling fees. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION

Vendor shall be compensated by the following method:

- ☐ hourly _____
☐ monthly _____
☐ annually _____
☐ project _____
☒ item _____

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES

- ☐ Firm Price _____
☒ Estimated Price \$15,000,000.00 for initial 36 month term _____

Panasonic CF-30 Ruggedized Laptop Mobile Data Computer	Unit Price
	3,794.00

Mobile Date Computer Bundle

(Must include the above listed MDC and the following items: Backlit keyboard, Battery Charger w/ AC adapter, additional serial ports, Combo Drive DVD-ROM/CD-RW, CDMA wireless modem (internal, Verizon Wireless approved), ext. mouse, carrying case, 3-yr limited warranty including battery, all necessary cables, and Windows Operating System, 80GB hard drive, 56K PCMCIA Modem and Internal antenna)

Parts/Accessories:

High-Gain Antenna Pass Thru	54.00
Backlit Keyboard	200.00
*Combo Drive DVD-ROM/CD-RW (Included with Bundle)	249.00
*Panasonic Single Pass Vehicle Port Replicator	370.00
*Desktop Port Replicator	245.00
Li-ion Battery (Main Battery Replacement)	153.00
*Battery Charger w/o AC Adapter (Included with Bundle)	163.00
*AC Adapter (Included with Bundle)	45.00
*80 GB Hard Drive (Included with Bundle)	165.00
*Integrated CDMA Wireless Modem (Verizon Wireless network approved)	460.00
(Included with Bundle)	
*Universal Carrying Case (Included with Bundle)	45.00
*USB/ Combo Mouse 3 Button (Included with Bundle)	6.00
Charge Guard for MDC	62.00
2 GB Additional RAM for MDC	100.00
External Speakers for laptop	18.00
DC Adapter for Cigarette lighter	85.00
1000 nit Touchscreen	590.00
Integrated GPS & Antenna & Optional External Antenna port (1575mhz)	375.00
LCD Protective Film	62.00

****Items with an asterisk next to the line item are included in the bundle however pricing is provided for standalone purchases.

Semi- Ruggedized Laptop Mobile Data Computer	Unit Price
Panasonic 74 Semi-ruggedized laptop Mobile Data Computer	
Panasonic Semi-ruggedized laptop computer with integrated CDMA wireless modem, carrying case, battery charger with AC adapter, Combo Drive DVD-ROM/CD-RW, Drive, external mouse, necessary cables and 3 year warranty limited warranty including battery	3562.00

Parts/Accessories:

L-Ion Rechargeable Battery for Semi-ruggedized laptop	153.00
DC (cigarette plug) adapter for Semi-ruggedized laptop	101.00
Port Replicator	153.00
Battery Charger	153.00
AC Adapter	92.00
Carrying case	40.00
2 GB Additional RAM for MDC	100.00

Symbol Handheld 2D Bar Code Scanner and Image Capturing Device

Rugged Bar Code Scanners Handheld 1D/2D and Image Capturing Device	275.00
Host power, USB, Minimum resolution 640 x 480, Omni-directional (include all necessary cables and connectors) 3-yr limited warranty	

Pentax Printer (In-car printer), Mobile Computing Solution

In car Printer – Pentax Pocket jet 5 inch adapter for power cord and plug sheet fed or role fed. 3-yr limited warranty	230.00
In car Printer Bundle (Bundle includes: Printer, Fast charging NI-CD Battery, AC Adapter/Power Cord, Appropriate Cable, Printer Carrying Case, Head Cleaner, 100-Sheet Box of Paper, Documentation/Driver Disk.	306.00

Parts/Accessories:

NICD Battery	32.00
Universal AC Adapter ADPTR/CHRG (110/220V) with power cable	32.00
Appropriate cable for printer	8.00
12 Volt DC Hardware Solution	18.00
12 Volt DC Car Adapter Charger	18.00

Paper:

Letter Size Paper for above Printer (100 sheets per box)	7.50
Legal Size Paper for above Printer (100 sheets per box)	8.00
Roll Paper (100') for above Printer	35.00

LEDCO Mounting & Docking Solutions

Mounting and Docking solution for the Mobile Data Computer. Connectivity includes Serial:DB9 (9-Pin) Connection (2), Parallel: DB25 (25-Pin) Connection (1), USB: fully powered USB 2.0 (3), Ethernet: RJ45 Ethernet (1), Antenna: Single hi-gain optional Dual hi gain, VGA: (1), PS/2: (1), Speaker: Stereo (1), Microphone: Stereo (1), Noise Filtering: Yes, EMI Filtering: Yes, Input Voltage: 12V DC, Vibration Testing: MIL-STD 810E 514.5/Impact Tested. (must include adjustable tube, swing arm, Tilt lazy susan mount external speakers and charge guard) 3-yr limited warranty	1054.00
Console & Mounted Arm Rest (or other proposed configuration) Printer bracket for proposed printer. Must meet single feed mounting solution.	208.00
Metal mounting bracket for scanner/image capture device (must be non-abrasive and capable of supporting the scanner proposed in a vertical position	45.00
Console & Mounted Arm Rest printer bracket with roll feed for proposed printer	208.00
Arm Rest Sheet Feed Bracket to Roll Feed change out	208.00
External Speakers for laptop	19.00
Charge Guard for laptop	62.00
Heavy Duty Base Plate	33.00
Printer Bracket w/ Hardware	208.00
Center Console Arm Rest Printer Bracket, hinged arm rest and forearm pad	208.00
External Antenna nmo mount dual band cdma with connector stick and flat roof mount	50.00

Preloaded Software

Windows Vista Home Premium	0.00
Windows XP Pro	0.00
WordPerfect Suite (includes maintenance)	189.00
WordPerfect (Media Only)	23.00
Lotus Smart Suite Millennium Edition (Media Only)	94.00
Lotus Smart Suite Level-H	94.00
Microsoft Office 2007 STD	259.00
McAfee Anti-Virus Scan Security Suite w/Media	19.00
McAfee Anti-Virus Scan Security Suite 2 Year Sub	38.00
Street Atlas USA	35.00
Symantec Antivirus Corporate Edition 2 Year Sub	39.00
Loading State provided software (including Motorola Client and Office Information Manager, or any other software provided by the State	45.00
Technical Support – Phone support 24x7	included

3.3 RENEWAL COMPENSATION

If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 EXPENSES

Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT

_____ % discount for payment within _____ days of receipt of invoice

3.6 TAX

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING

Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract.

3.8 PAYMENT TERMS AND CONDITIONS

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)

State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 FORCE MAJEURE

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.6 USE AND OWNERSHIP

All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY

The Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by Vendor of any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE

Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.9 INDEPENDENT CONTRACTOR

Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING

This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 SOLICITATION AND EMPLOYMENT

Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 COMPLIANCE WITH THE LAW

The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.13 BACKGROUND CHECK

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW

This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT

If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION

Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY

The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.6 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).

5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.23 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.24.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.24.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).

5.24.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

6. SUPPLEMENTAL PROVISIONS

6.1 ENTIRE CONTRACT

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

N/A _____ Definitions

N/A _____ Public Works Requirements (820 ILCS 130/4)

N/A _____ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

N/A _____ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

N/A _____ Prohibition on Contingent Fees (certain federally funded contracts)

N/A _____ BEP Subcontracting Requirements

N/A _____ State Supplemental Terms and Conditions

N/A _____ Vendor Supplemental Terms and Conditions

N/A _____ Other (describe)



FOR COUNCIL: April 28, 2014

SUBJECT: Change Order - 2013 Utility Maintenance Contract

RECOMMENDATION/MOTION: Recommend that the Amendment to the Contract for the 2013 Utility Maintenance, with Stark Excavating, Inc., be approved, in the amount of \$110,000, and the Resolution adopted. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Utility Maintenance contract includes provisions for repairing sanitary sewer, storm sewer, force main, pump stations, water main, and other City utility repairs that are beyond the capability of City crews due to the lack of necessary equipment or manpower. On September 23, 2013, Council executed the FY 2013 Utility Maintenance Contract with Stark Excavating, Inc.

Staff has identified a need to repair the twenty-four inch (24”) Kensington/White Eagle outfall sanitary sewer adjacent to Constitution Trail east of Hershey Rd. This sewer serves an area bounded roughly by Ireland Grove Rd. to the south, Streid Dr. to the east, and Constitution Trail to the north. The top of the sewer has been exposed by erosion from the Little Kickapoo Creek and needs to be stabilized and protected from further erosion and degradation. This repair work is beyond the capability of City crews due to the lack of necessary equipment and manpower. The cost of this work is estimated at approximately \$110,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The Public Works Department has budgeted \$110,000 for this project in the current FY 2014 under the Sewer and Storm Water Funds. Stakeholders can locate this project in the FY 2014 Budget Book titled “Other Funds and Capital Improvement Program” on pages 275, 365, 379, 385 - 386. The current and revised contract funding amounts that are proposed are listed below.

	<u>CURRENT</u>	<u>REVISED</u>
Storm Water (53103100-72550)	\$200,000	\$270,000
Sanitary Sewer (51101100-72550)	\$200,000	\$240,000
Water Transmission & Dist. (50100120-72540)	<u>\$100,000</u>	<u>\$100,000</u>
Total Contract:	\$500,000	\$610,000

Respectfully submitted for Council consideration.

Prepared by: Ryan Otto, Engineer

Reviewed by: Jim Karch, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Photo

Motion: Recommend that the Amendment to the Contract for the 2013 Utility Maintenance, with Stark Excavating, Inc., be approved, in the amount of \$110,000, and the Resolution adopted. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

RESOLUTION NO. 2014 -

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$110,000 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND STARK EXCAVATING, INC.**

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc. for the FY 2014 Utility Maintenance Contract; and

WHEREAS, for the reasons set forth in a staff report dated April 28, 2014 it was necessary to; and

WHEREAS, it is the finding of the City Council that the work described in the April 28, 2014 memorandum is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a change order in the amount of \$110,000 in the contract between the City of Bloomington and Stark Excavating, Inc. be approved.

ADOPTED this 28th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

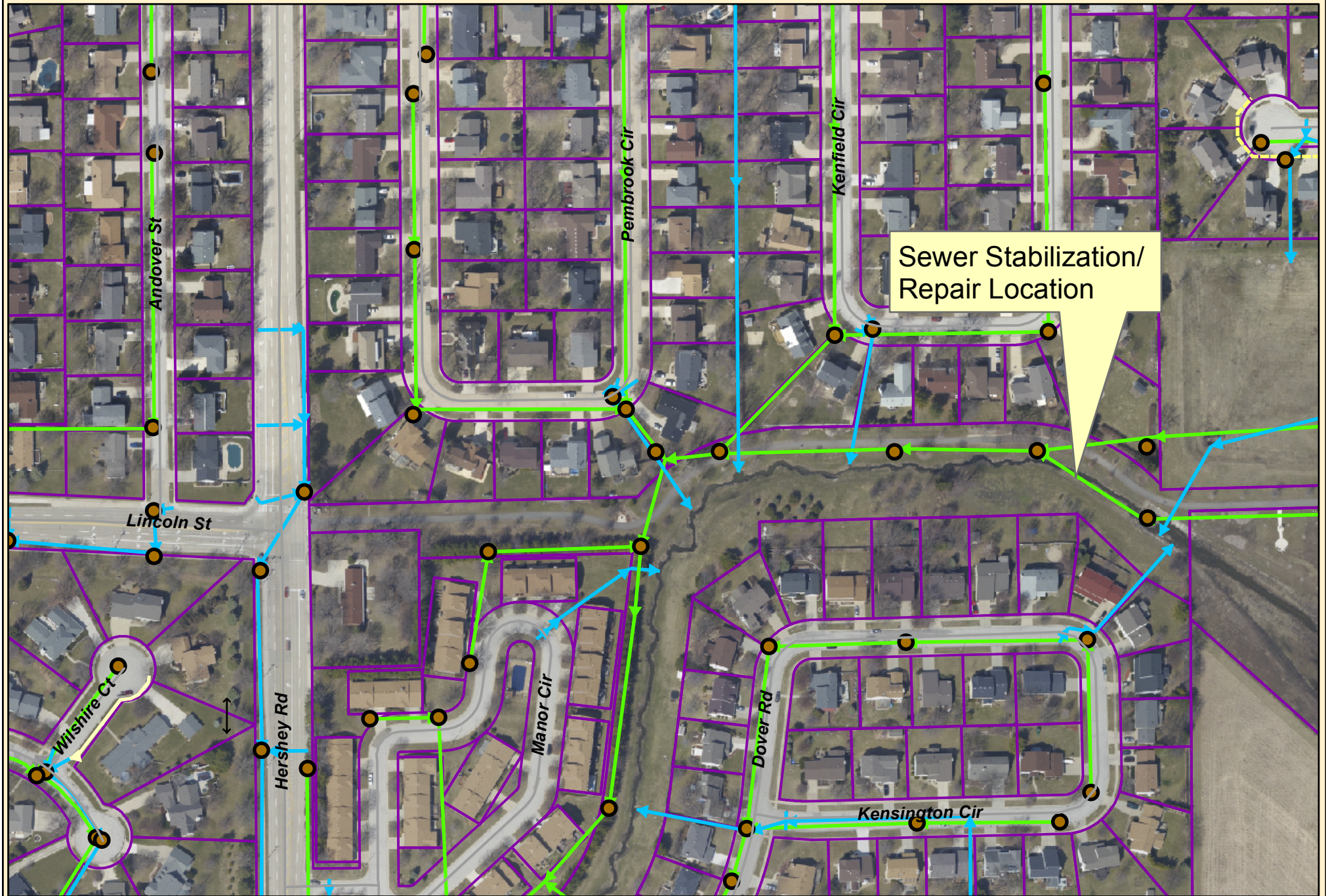
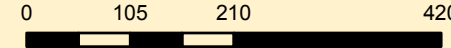
ATTEST:

Tracey Covert
City Clerk

Kensington/ White Eagle Outfall Sanitary Sewer



0 105 210 420 Feet





FOR COUNCIL: April 28, 2014

SUBJECT: Three (3) Year Maintenance Agreement with Microception for Video Equipment and Related Server

RECOMMENDATION/MOTION: That the purchase of a three (3) year maintenance agreement for video equipment and the related server from Microception, a sole source provider, in the amount of \$11,907 be approved, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

BACKGROUND: Microception provides the maintenance and software updates for the VideOversight equipment and related server used in the Driving Under the Influence (DUI) observation room and six (6) interrogation rooms at the Police Department. The VideOversight equipment was originally purchased in July 2007 and has been under a service agreement since installation. The agreement was last renewed in 2009 and is scheduled to expire. Microception is proprietary to the VideOversight system and the service agreement provides software updates for the server as well as parts and labor for the oversight equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Microception offers two (2) plans. The second plan is recommended as there is an immediate ten percent (10%) savings. The cost for the three (3) year agreement is \$11,907.

- 1) 1 yr. Agreement: \$450/room (7 rooms) + \$1,260 for a 7 room server: \$4,410
- 2) 3 yr. Agreement: \$450/room (7 rooms) + \$1,260 for a 7 room server with 10% savings for paying 3 years upfront: \$11,907

The FY 2014 Budget has funds available in Police - Investigation Expenses (10015110 - 79050). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 256.

Respectfully submitted for Council consideration.

Prepared by: Kenneth A. Bays, Assistant Chief of Police

Reviewed by: Brendan Heffner, Chief of Police

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

Legal review by: Jeffrey R. Jurgens, Interim Corporate Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution

Motion: That the purchase of a three (3) year maintenance agreement for video equipment and the related server from Microception, a sole source provider, in the amount of \$11,907 be approved, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A THREE (3) YEAR MAINTENANCE
AGREEMENT FOR VIDEO EQUIPMENT FOR THE POLICE DEPARTMENT FROM
MICROCEPTION, A SOLE SOURCE PROVIDER, AT A PURCHASE PRICE OF
\$11,907**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase of a Three (3) year Maintenance Agreement for Video Equipment from Microception, a sole source provider, at a Purchase Price of \$11,907.

ADOPTED this 28th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: April 28, 2014

SUBJECT: Contract with Laborers International Union Local 362 Parking Enforcement

RECOMMENDATION/MOTION: That the Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives: 1d. City services delivered in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On September 6, 2013 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that expired on April 30, 2013. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On March 12, 2014, the parties reached Tentative Agreements on the issues listed below. The Union has ratified the Tentative Agreement.

Grievance Procedure

- Updated Grievance Procedure

Leave Time

- Clarification of vacation carryover and scheduling language.
- Eliminate payment of Personal Convenience Leave for probationary employees.
- Addition of Sick Leave Abuse Language.
- Running FMLA concurrent with Job Injury and Sick Leave.

Wages

- May 1, 2013 wage increase by 2%.
- May 1, 2014 wage increase by 2.5%.

Term of Agreement

- 2 year Agreement

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Parking Enforcement employees.

FINANCIAL IMPACT: The financial impact of the Tentative Agreements includes:

- Increase in wage tables for by 2% effective May 1, 2013 (with retro). Increase in wage tables for by 2.5% effective May 1, 2014. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$7,800.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Paulette Hurd, Chief Accountant
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Contract

Motion: That the Contract be ratified.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

LOCAL 362

LABORERS INTERNATIONAL UNION

PARKING ENFORCEMENT

May 1, 2013 - April 30, 2015

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DRAFT

A G R E E M E N T

This Agreement made and entered into this 1st day of May, 200913, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

W I T N E S S E T H:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time parking enforcement and maintenance employed by the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers Local #362.

I authorize and direct you to deduct said membership dues from the first paycheck of each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers Local #362.

This agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of any contract year.

Date

Name

Section 2.2. Fair Share.

Non-probationary employees who are covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's

share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee's fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union Local 1.

Section 2.3. Indemnification.

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

Section 2.4. Steward Clause.

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employer's representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward will be permitted, with notification to their supervisor, reasonable time without loss of pay during working hours to process grievances.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her ~~supervisor~~ Department Head, who is designated for this purpose by the City. The ~~supervisor~~ Department Head shall give his or her written answer within ~~five (5)~~ ten (10) business days after such presentation.

~~STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within five (5) business days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union Steward. The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.~~

STEP 3: If the grievance is not settled in Step ~~2~~ 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ~~five (5)~~ ten (10) business days after the designated Department Head's answer in Step ~~2~~ 1. A meeting between the Human Resources Director, and/or his or her representative, and the Union Steward, Business Representative and/or grievant

shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached the Human Resources Director, and/or his or her representative, shall give the City's written answer to the Union within ~~five (5)~~ ten (10) business days following the meeting.

Section 3.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union

determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this

Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 3.4. Expenses of Arbitration.

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

Section 3.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that

Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union Representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive except Holidays.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 5.1. Application of This Article.

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

Section 5.2. Regular Workday and Workweek.

The regular workday shall normally be 9:00 a.m. until 6:00 p.m., Monday through Friday for the employees working at the Parking Garage. The regular workday for employees driving the traffic routes will normally be from 7:30 a.m. until 4:00 p.m., Monday through Friday. The workdays and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operation, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union so far in advance as is reasonably practicable.

The regular workweek for full-time employees shall be forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City and shall commence with the employee's first regular workday commencing on or after Sunday of each week. Part-time employees are hired to work specific days and hours.

Switching of hours is not allowed unless requested in writing in advance and approved by the supervisor. Switching of hours pursuant to the preceding sentence shall not result in overtime.

Section 5.3. Overtime.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week;

or in excess of five (5) consecutive days. Overtime shall be approved in advance by the employee's immediate supervisor. Scheduled overtime shall be filled by using the seniority principle.

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week or per year. Overtime shall be calculated and paid to the nearest one-fourth ($\frac{1}{4}$) of an hour.

Section 5.4. Breaks.

(a) Meal Breaks. Employees assigned to booth attendant duties are allowed one (1) daily uninterrupted meal break of sixty (60) minutes; all other employees are allowed one (1) daily uninterrupted meal break of thirty (30) minutes.

(b) Work Breaks. Employees are allowed, to take two (2) work breaks of fifteen (15) minutes during the duration of their day.

Section 5.5. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 6 WAGES AND LONGEVITY

Section 6.1. Wages.

Effective May 1, 2009¹³, employees shall be paid wages weekly at an hourly rate which is 2% higher than their rate prior

to May 1, 2008-12. Said new rate of pay incorporating longevity scheduled is shown in Appendix "A" attached hereto.

Effective May 1, 2010-14, the rates of pay for employees covered by this Agreement will be increased by 2.50% over the May 1, 2009-13 salary. Said new rate of pay incorporating longevity schedules is shown in Appendix "A" attached hereto.

~~Effective May 1, 2011, the rates of pay for employees covered by this Agreement will be increased by 2% over the May 1, 2010 salary. Said new rate of pay incorporating longevity schedules is shown in Appendix "A" attached hereto.~~

~~Effective May 1, 2012, the rates of pay for employees covered by this Agreement will be increased by 2% over the May 1, 2011 salary. Said new rate of pay incorporating longevity schedules is shown in Appendix "A" attached hereto.~~

Section 6.2. Longevity.

Employees covered by this Agreement shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5	5%
10	7%
15	9%
20	11%
25	13%
30	15%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above, that will become effective on the employee's appropriate 5, 10, 15, 20, 25, and 30 year anniversary date.

Section 6.3. Flex Cash Participation.

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

Section 6.4. Direct Deposit.

All Parking Enforcement employees will be required to have direct deposit.

ARTICLE 7 HOLIDAYS

Section 7.1. Number of Holidays.

The following days are holidays:

New Year's Day	Veteran's Day
M. L. King's B'day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	½ Day New Year's Eve

Section 7.2. Holiday on Scheduled Workday.

Full-time employees required to work the above holidays will be paid one and one-half (1½) their normal rate of pay, plus their regular eight (8) hours of pay for the holiday.

Section 7.3. Eligibility for Holiday Pay.

In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave status on either or both of said days.

ARTICLE 8 VACATION

Section 8.1. Length of Vacation.

Full-time employees who, based upon their anniversary date of hire, have worked for the City for a period of six (6) continuous months shall receive vacation as follows:

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

Section 8.2. Scheduling.

Vacations must be taken within the vacation year in which they are due, anniversary date to the next anniversary date. These vacations must be taken at the convenience of the department. An employee's vacation will begin at the end of his or her last scheduled workday. No more than one full-time parking attendant or maintenance employee shall be on vacation at any given time. ~~All but one week of vacation time must be taken in week increments. The one week Vacation~~ may be broken down into no less than one-half ($\frac{1}{2}$) day increments. Employees shall be allowed to carry over one-half ($\frac{1}{2}$) of his or her vacation to the following year.

Section 8.3. Separations and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency will also receive all earned vacation. All earned vacation monies of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 9.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on

the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

Section 9.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

Grievances involving an employee's discharge or disciplinary suspension may be presented at Step 2 of the Grievance Procedure. The Grievance Procedure established in this Agreement shall be the exclusive procedure for contesting such discipline.

Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined

by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 9.4. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

Post accident testing will be required when an employee is involved in an accident which results in a death or serious personal injury requiring immediate hospitalization or an accident which results in significant damage to government or private property.

An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.

An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.

Section 9.5. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall notify the employee and Union Steward or Union Representative of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

Section 9.6. Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

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

screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;

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

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

- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 9.7. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights

that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.8. Discipline and Voluntary Requests for Assistance.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance, prior to notification of drug or alcohol testing, with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

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

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

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

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

Section 9.9. Removal of Adverse Material.

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to the Department Head by the individual employee, remove all such documents from the employee's file. The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be

maintained by and access limited to the Legal Department staff for the purpose of defending for Legal disputes.

ARTICLE 10 LEAVES

Section 10.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of fifteen minutes with prior approval of the supervisor, at the convenience of the employee. Personal Convenience Leave may not be accumulated from one fiscal year to another and will not be paid out to probationary employees at time of separation.

Section 10.2. Sick Leave.

Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees will be eligible to use up to twenty-four (24) hours of sick leave for the planned or unplanned surgery of their parent or step-parent in a fiscal year. This benefit shall be accrued by new employees from their date of hire at a rate of one (1) day each month up to a maximum of 960 hours of sick leave. All full-time employees shall have a base of sick leave as accumulated prior to the effective date of this Agreement. There shall be added to that base one (1) sick day each month to a maximum of 960

hours of sick leave which shall be paid at full pay during the time of illness. Employees hired before May 1, 2009 who reach 960 hours of sick leave shall have 50% of their monthly unused accrued sick time paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Buy Back. Employees hired before May 1, 2009 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Employees may have accumulated supplemental sick leave accrual of one hundred twenty (120) days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after December 31, 2007. It is understood between the parties that such additional supplemental accrual may never be used for paid time off. However, for those employee who have a Supplemental Sick

Leave balance, up to 480 hours will be paid into the RHS if eligible for sick leave buyback.

Absence of Three (3) Consecutive Days or More. For any absence of three (3) consecutive or more days unless sick leave abuse is suspected, Human Resources will require the employee to submit a statement from a ~~reputable physician~~ medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of three (3) consecutive or more days unless sick leave abuse is suspected, Human Resources will require a statement from a ~~reputable physician~~ medical professional stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty. The provisions of this paragraph shall not apply to an employee who is absent from work three (3) days or less unless sick leave abuse is suspected as detailed below.

Sick Leave Abuse

Sick employees are expected to remain at home unless hospitalized or visiting a doctor. Unfortunately, sick leave abuse sometimes occurs. The City and the Union agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action.

Employees who are suspected of abuse of sick leave may be required, as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Some examples of sick leave abuse include, but are not limited to,.

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.

2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. repeated use of sick leave benefits as they are earned.
4. use of more sick leave than accrued in any twelve (12) month period.
5. using sick leave and being seen engaged in activities which indicate ability to work.
6. Circumstances deemed inappropriate by the employee's supervisor

Sick Leave and FMLA

To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Section 10.3. Bereavement Leave.

Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Immediate family is defined as: mother, father (which includes stepparents or legal guardians); mother-in-law; father-in-law; husband; wife; sister; brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances.

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances, personal needs of the employee and the staffing needs of the department. This is at the discretion of the Department Head

or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department.

Section 10.4. Job Injury Leave.

(a) An employee's eligibility for payment of sixty-five (65) job injury days leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees must have a doctors note indicating they are unable to work in order to be eligible for job injury leave.

(b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.

(c) Use of Sick Leave and Vacation. After the payment and use of sixty-five (65) job injury days, charges shall be

made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.

(d) Contested Injuries. Charges may be made against sick leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave up to the sixty-five (65) job injury days so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

(e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician and a release to work obtained.

Section 10.5. Military Leave.

Military leave, including reinstatement, shall be granted in accordance with applicable law.

Section 10.6. Jury Duty.

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day/hours of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of duty and of the amount of pay received thereof. If the employees are released from jury duty prior to the end of their scheduled workday they shall contact their supervisor for reporting instructions.

Section 10.7. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.

- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Department Head. If the leave was for a medical condition a medical release must be provided to Human Resources.

Section 10.8. Leave of Absence to Accept Full-time Position with Union.

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 10.7 of this Agreement.

Section 10.9. FMLA and ADA.

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. ~~Covered employees are not required to exhaust paid leave in order to be eligible for FMLA leave~~ FMLA shall run concurrent with qualifying Job Injury and Sick Leave.

Section 10.10. Wellness Day.

In the spirit of promoting wellness, employees will be eligible for one (1) day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at anytime during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled

over into future years and must be used in a full day increment. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

ARTICLE 11 SENIORITY

Section 11.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Annually, the City will provide a list of employees, with their name, address social security number and date of hire to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City of Bloomington and Local 362 of any address changes.

Section 11.2. Seniority Principle.

In all cases of promotions, layoffs when working forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability, seniority shall be the determining factor.

Section 11.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first six (6) months of continuous service, with a one month mutual extension, after which his or her seniority shall date back to his or her date of hire. There shall be no seniority among probationary employees, and they

may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss.

Section 11.4. Promotions and Job Vacancies.

Whenever a full-time or part-time job vacancy develops or is expected to develop, the job will be posted within one (1) week whenever practical in a location designated by the City for five (5) working days for a bid by an employee in the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the City shall select the successful applicant in accordance with the seniority principle set forth in Section 11.2 of this Agreement. If no one in the bargaining unit bids on the position, the vacancy may be advertised outside the bargaining unit.

Section 11.5. Layoff and Recall Procedure.

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 11.2 of this Agreement. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for

additional employees presents itself, provided they are qualified to perform the work available.

Section 11.6. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be re-established if the employee can show that extraordinary circumstances prevented his timely return.

ARTICLE 12 UNIFORMS AND CLOTHING

The City will furnish and maintain full-time employees, upon request with:

5 long sleeve shirts

5 golf-style shirts with collars and pockets
5 winter weight pants
5 summer weight pants or knee length shorts or any combination totaling five (5) pants or shorts
1 summer jacket or sweater
1 winter jacket
1 set of Car-Hart type coveralls
plus \$200.00 per year (paid in May and November) for walking shoes.

The City will provide five (5) raincoats to be stored in the Garage for use by employees during inclement weather. Uniforms remain property of the City, and are to be returned to the City or else the employee shall reimburse the City for uniforms if he or she leaves the bargaining unit. Patches and other identification identifying the person as a City employee shall be returned to the City upon termination of City employment. Uniforms provided will be replaced on a worn out basis.

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification one hundred and fifty dollars (\$150) toward the annual dues at any physical fitness center designated by the City for any full-time or part-time employee covered by this Agreement who desires to receive such contribution.

Section 13.2. Group Insurance Plan.

(a) The City agrees to pay eighty percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 73% equals City share; full family coverage premium X 27% equals employees share.)

(b) The City agrees to pay fifty percent (50%) of the dental insurance premium for both employee and/or dependent coverage for group dental insurance under the City of Bloomington Dental Care Plan for all benefited employees.

(c) The City agrees to pay fifty percent (50%) of the vision insurance premium for both employee and/or dependent coverage for group vision insurance under the City of Bloomington Vision Care Plan for all benefited employees.

(d) In any year in which the total amount of medical/dental/vision benefits paid is more than one hundred fifty (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plans.

(e) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the

City of Bloomington Employee Health Care Plans. No changes in the level of benefits shall be made except by mutual agreement of the parties.

Section 13.3. LIUNA Pension.

Effective May 1, 2000 the City will make a twelve cent (\$.12) per hour per employee contribution to LIUNA Pension. The employer contribution shall be increased an additional six cents (\$.06) per year per employee effective on November 1, 2001, November 1, 2002 and November 1, 2003. The final employer contribution rate will be thirty cents (\$.30) per hour per employee on November 1, 2003. Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Such increases shall be shown as an employer contribution. Employer contributions shall not be made for overtime hours.

ARTICLE 14 MANAGEMENT RIGHTS

Section 14.1. Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Parking Enforcement and maintenance in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Parking Enforcement and Maintenance Workers of the Department; to determine the

methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 14.2. Emergency Conditions.

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial emergency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor or the City Council during the time of the declared emergency conditions; provided that wages shall not be suspended nor shall this Section limit an employee's right to invoke the Grievance Procedure over the issue of pay.

ARTICLE 15 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable

laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 17 MANAGED COMPETITION

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work production, quality of work, customer service,

emergency or for other sound efficiency or operational reasons. Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the layoff of one or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to meet and discuss, but not negotiate, the desirability of subcontracting such work. Following notice and an opportunity to meet, the City reserves the right to proceed with such layoff.

Effect of Managed Competition. Any employee who is laid off as a result of the City's decision to implement a layoff shall:

- a) Be paid for any earned but unused vacation and personal days . In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff;
- b) Remain on the City's recall list for a period of six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year; and
- c) Be eligible for bid on vacant City positions while on the recall list provided the employee has the required knowledge, skill, ability and experience.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 20~~09~~**13**, and shall remain in full force and effect until the 30th day of April, 2013. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of May, 20~~13~~**14**.

LABORERS INTERNATIONAL UNION LOCAL 362:

/s/ _____

/s/ _____

/s/ _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS:

/s/ _____

/s/ _____

/s/ _____

/s/ _____

APPENDIX “A”- WAGE TABLES

Local 362 Parking Enforcement

		MAY 1, 2013 - APRIL 30, 2014					
		2 % increase					
	<u>Base</u>	<u>5 yrs</u>	<u>10 yrs</u>	<u>15 yrs</u>	<u>20 yrs</u>	<u>25 yrs</u>	<u>30 yrs</u>
		<u>5%</u>	<u>7%</u>	<u>9%</u>	<u>11%</u>	<u>13%</u>	<u>15%</u>
Full-time	\$ 13.91	\$ 14.61	\$ 14.88	\$ 15.16	\$ 15.44	\$ 15.72	\$ 15.99
Part-time	\$ 13.91	\$ 14.61	\$ 14.88	\$ 15.16	\$ 15.44	\$ 15.72	\$ 15.99
		MAY 1, 2014 - APRIL 30, 2015					
		2.5 % increase					
	<u>Base</u>	<u>5 yrs</u>	<u>10 yrs</u>	<u>15 yrs</u>	<u>20 yrs</u>	<u>25 yrs</u>	<u>30 yrs</u>
		<u>5%</u>	<u>7%</u>	<u>9%</u>	<u>11%</u>	<u>13%</u>	<u>15%</u>
Full-time	\$ 14.26	\$ 14.98	\$ 15.25	\$ 15.54	\$ 15.83	\$ 16.11	\$ 16.39
Part-time	\$ 14.26	\$ 14.98	\$ 15.25	\$ 15.54	\$ 15.83	\$ 16.11	\$ 16.39

APPENDIX “B”- LIUNA TENTATIVE AGREEMENT

City of Bloomington and Laborers Local 362 Parking Attendants

Tentative Agreement

1. The City and Union agree to select the “Preferred Schedule” from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to February 1, 2011.
2. All contributions to the LIUNA pension will be funded as described in Section 13.3 of the Parking Attendants agreement. The City’s contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
3. Retroactive cost increases that are greater than the City’s contribution limit will be deducted from the employees’ paychecks.
4. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

APPENDIX "B"- LIUNA TENTATIVE AGREEMENT CON'T

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.3 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.30 per hour shall be increased by 10% to the rate of \$.33 per hour effective February 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.3 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

APPENDIX "B"- LIUNA TENTATIVE AGREEMENT CON'T

- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.
- c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
- 4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
- 5. This Addendum shall be effective as of, February 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

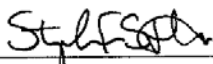
FOR THE UNION:

Signature: 

Name: Anthony Penn

Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: 

Name: Stephen F. Ostockton

Position: Mayor Date: May 15, 2012

Item 7M.

Animal Shelter Agreement

**Will be distributed via Addendum on Friday,
April 26, 2014**

Item 7N.

Animal Control Warden Services Agreement

**Will be distributed via Addendum on Friday,
April 26, 2014**



FOR COUNCIL: April 28, 2014

SUBJECT: Assignment of Hockey License Agreement

RECOMMENDATION/MOTION: That the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in a cost-effective manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On April 14, 2014, Council approved a Hockey License Agreement CSH International, Inc. (CSH) for a new hockey franchise at the US Cellular Coliseum. CSH subsequently informed Central Illinois Arena Management (CIAM) that one of its subsidiary corporations would actually hold the league license with the USHL and therefore this subsidiary, BIHT, Inc., needed to be added to the Hockey License Agreement. Correspondence from William Mueller dated April 18, 2014 has been provided to Council. The Assignment of Hockey License Agreement adds BIHT, Inc. to the hockey license, essentially giving BIHT, Inc., the same rights and obligations as CSH under the Hockey License Agreement, but also keeps CSH as a party to and liable under the Hockey License Agreement. CIAM has presented this as a “routine and ordinary transaction” and advantageous to both CIAM and the City as there are now “two responsible parties under the Hockey License.”

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'David A. Hales'.

David A. Hales
City Manager

Attachments: Attachment 1. Assignment of Hockey License Agreement
Attachment 2. Correspondence

Motion: That the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ASSIGNMENT OF HOCKEY LICENSE AGREEMENT

CSH International, Inc., a Delaware Corporation (hereafter Assignor) hereby assigns, transfers, sells, conveys and sets over to BIHT, Inc., a Nevada Corporation (Assignee) all of the right, title and interest of Assignor as Licensee under the Hockey License Agreement between Assignor, the City of Bloomington Illinois (the City) and Central Illinois Arena Management, Inc. (CIAM) dated April 14, 2014 (the Hockey License) for the use and conduct of Assignor's and Assignee's hockey games at the U.S. Cellular Coliseum.

Assignor and Assignee represent and warrant to each other, the City and CIAM as follows:

1. Assignee is wholly owned by Assignor.
2. A true and correct copy of the Hockey License has been delivered by Assignor to Assignee and Assignor is not in default thereunder and that no event has occurred which with the passage of time and the giving of notice or both would constitute a default.
3. Neither the City or CIAM as Licensors under the Hockey License are waiving any term, condition or obligation of the Assignor under the Hockey License; nor is the City or CIAM as Licensors under the Hockey License releasing or discharging the Assignor from any term, condition or obligation of it under the Hockey License. Assignor acknowledges it is not being released of any or the terms, conditions or obligations under the Hockey License and agrees to be bound by same.
4. This Agreement is entered into in the State of Illinois, County of McLean and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the principal of conflicts of laws.
5. The undersigned Officers and Directors of the Assignor and Assignee represent and warrant that each has the full right, power and authority to execute and enter into and to perform this Assignment and that all formalities and consents required of each have been performed and received.

In witness thereof, intending to be legally bound, this Assignment is executed by Assignor and Assignee on the ____ date of April, 2014.

CSH International, Inc.,
a Delaware Corporation

BIHT, Inc.,
a Nevada Corporation

By: _____
Its _____
Print Name _____

By: _____
Its _____
Print Name _____

Print Title _____

Print Title _____

ACCEPTANCE OF ASSIGNMENT

Assignee, BIHT, Inc. accepts the forgoing Assignment and agrees to fully perform all terms, covenants, conditions and obligations set forth in the Hockey License or Licensee from and after the date hereof.

In witness thereof, Assignee, intending to be legally bound has executed this Agreement on the ____ day of April, 2014.

BIHT, Inc, a Nevada Corporation

By: _____

Its _____

Print Name _____

Print Title _____

CONSENT TO ASSIGNMENT

The City and CIAM, as Licensor under the Hockey License hereby consent to the Assignment of the Hockey License on the terms set forth above and without release or waiver whatsoever of CSH International, Inc.; and acknowledges that as of the date hereof, neither has any knowledge of any default of the Hockey License by Assignor. This consent is made pursuant to paragraph 21(f) of the Hockey License.

In witness thereof, intending to be legally bound, the City and CIAM have executed this consent on the ____ day of April, 2014.

CITY OF BLOOMINGTON

CENTRAL ILLINOIS ARENA
MANAGEMENT, INC.

By: _____

Its _____

Print Name _____

Print Title _____

By: _____

Its _____

Print Name _____

Print Title _____



LAW OFFICE
MUELLER, REECE & HINCH, LLC

202 NORTH CENTER STREET
BLOOMINGTON, IL 61701

April 18, 2014

WILLIAM A. MUELLER, JR.
JAY D. REECE
NATHAN B. HINCH
Via Email Only

PHONE: (309) 827-4055
FAX: (309) 829-6742
WWW.MRH-LAW.COM

Jeffrey R. Jurgens
City Attorney
109 East Olive Street
Bloomington, Illinois 61701

RE: CHS Hockey License Assignment
13-5000-BT

Dear Jeff:

See attachment being Assignment of Hockey License Agreement by CHS International, Inc. to its wholly owned subsidiary BIHT, Inc.

As we discussed on the telephone, CHS International, Inc. as part of its internal organization has a separate subsidiary for each of its hockey locations. In the case of Bloomington it is BIHT, Inc.

The actual member of the USHL will be BIHT, Inc. and accordingly it should have an interest and be a party to the License Agreement. Therefore, I have drafted the attached Assignment. Note that CHS International, Inc. is not being released from its obligation and accordingly there is an advantage to the management company and City in that there are now two responsible parties under the Hockey License. If the owner had asked that BIHT, Inc. be the initial licensee under the Hockey License, we would have asked CHS International, Inc. to guaranty the License.

John and I are glad to answer any questions anyone may have regarding the Assignment and also arrange for a conference call with Gary Gelinis if necessary. This is however a very routine and ordinary transaction and hope that it can be approved by the City Council at its next meeting on April 28, 2014.

Please let me know at your earliest convenience if you have any questions regarding the Assignment.

Very truly yours,

A handwritten signature in black ink, appearing to read 'WAM', is written over the words 'Very truly yours,'.

William A. Mueller, Jr.

WAM/slp
cc: John Y. Butler
Attachment



FOR COUNCIL: April 28, 2014

SUBJECT: Proposed Water Main Extension Agreement from William B. Smith for property located at 2022 Interurban Rd. in McLean County

RECOMMENDATION/MOTION: That the Agreement with William B. Smith for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: William B. Smith, property owner of 2022 Interurban Rd. in McLean County (Tax ID 21-06-181-001), has requested permission to tap-on to the City's Water Main to serve his property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between William B. Smith and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so requests.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: William B. Smith

FINANCIAL IMPACT: All costs of connection to the City water main will be borne by the property owner. The water main tap-on fee due to the City is \$3,817.93.

Respectfully submitted for Council consideration.

Prepared by: Craig Cummings, Director of Water

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

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments: Attachment 1. Water Main Extension Agreement
Attachment 2. Map

Motion: That the Agreement with William B. Smith for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**WATER & PROPOSED WATER
MAIN EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and, William B. Smith, owner of the real

property hereinafter described and hereinafter called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY has permitted construction of a water main along the street known as _____ Interurban Road for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

The West 145 feet of the following described property: A strip of land lying in the Southeast Quarter of the Northeast Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at a point 24 feet North of a stone at the Southeast corner of the Northwest Quarter of said Section 6, running thence West along the North line of Washington Street, or road 848 ½ feet, more or less, to the East line of the property belonging to Craig Thompson; thence North 90.4 feet; thence East 848 ½ feet, more or less, to the East line of the Northwest Quarter of said Section 6 and 92.7 feet North of a stone at the Southeast corner of the Northwest Quarter of said Section 6; thence South 68 ¾ feet, more or less, to the Point of Beginning, in MCLEAN COUNTY, ILLINOIS

PIN# 21-06-181-001
(Tax I.D. No.)

A/K/A 2022 Interurban Road
(Street Address)

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER's contribution is **\$ 3,817.93** payable in advance of connecting to the water main.

3. CUSTOMER agrees that said extended water main is the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time. CUSTOMER shall also defend, indemnify and hold the CITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, except for any injury or damages caused by the gross misconduct of the CITY.

4. CUSTOMER certifies that William B. Smith is the owner of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other

way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

William B. Smith

(Applicant Signature)

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that William B. Smith personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this ____ day of _____, 2014, A.D.

(Notary Public)
My Commission Expires: _____

ATTEST:

CITY OF BLOOMINGTON

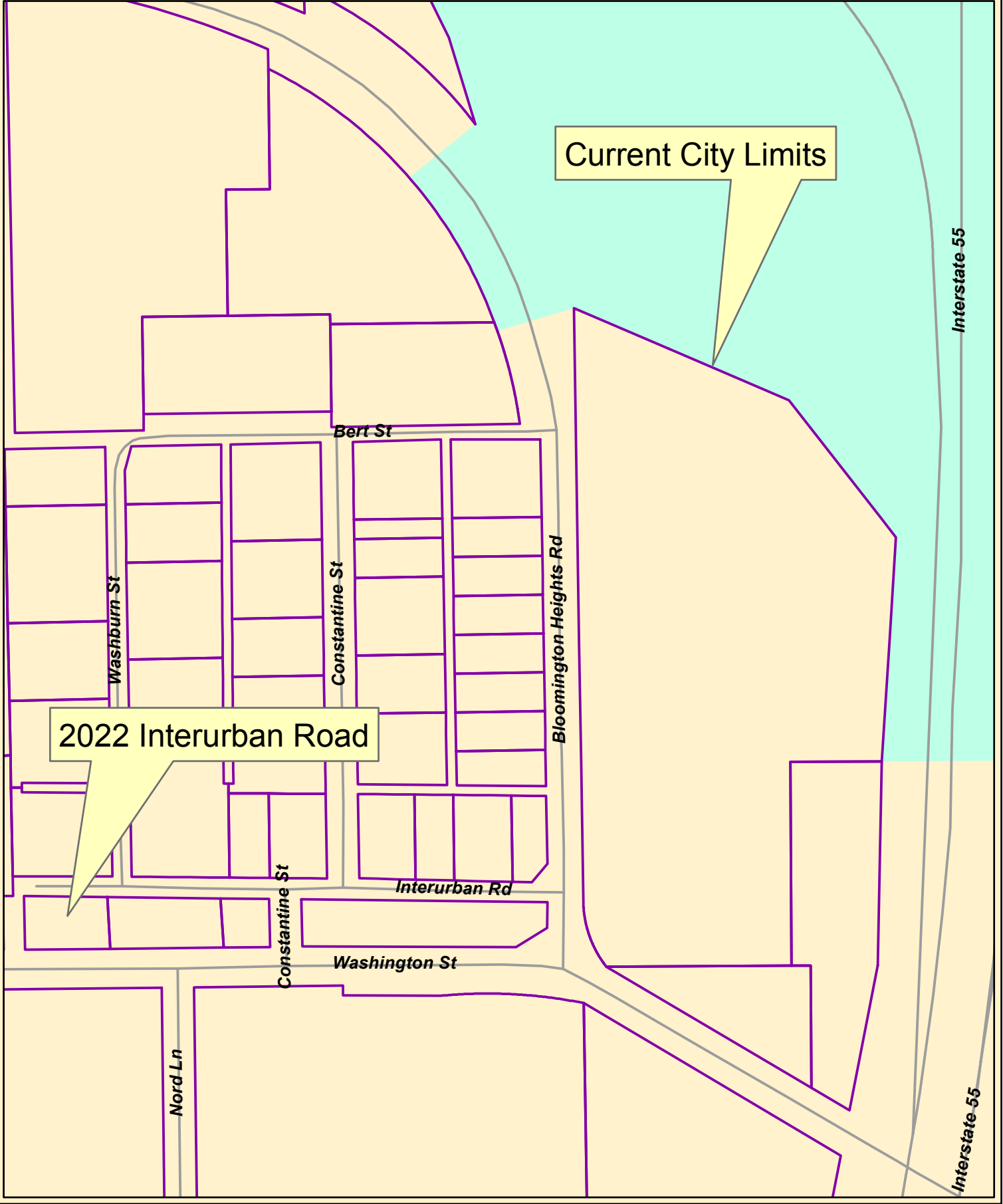
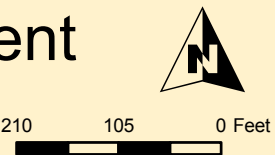
Tracey Covert, City Clerk

Mayor Tari Renner

PREPARED BY:
Jeffrey R. Jurgens
Interim Corporation Counsel

PLEASE RETURN TO:
City Clerk
City of Bloomington
109 East Olive St.
Bloomington, IL 61701

Water Main Extension Agreement 2022 Interurban Rd.





FOR COUNCIL: April 28, 2014

SUBJECT: Resolution to Cede the City of Bloomington's Allocation of the Private Activity Bonding Cap to the Eastern Illinois Economic Development Authority

RECOMMENDATION/MOTION: That the Resolution be adopted and the City of Bloomington's 2014 Volume Bond Cap be ceded to the Eastern Illinois Economic Development Authority, with a transfer fee agreement of one percent (1%).

STRATEGIC PLAN LINK: Goal 3. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationships among the City, businesses, economic development organizations. Given that the City does not have any projects that are presently eligible to receive the Volume Cap, and in the spirit of engaging in positive working relationships with other economic development organizations, staff recommends partnering with the Eastern Illinois Economic Development Authority (EIEDA) for the 2014 calendar year. By cultivating this mutually beneficial relationship between communities, counties, and other regional development authorities, the City stands to benefit in future years when eligible projects arise and other communities are able to cede their bond cap in return.

BACKGROUND: The Internal Revenue Code permits the City, as an Illinois Home Rule Municipality, to issue private activity bonds. The federal tax code classifies private activity bonds as bonds utilized for projects that primarily benefit private entities. A chart of eligible projects has been provided (Exhibit A). Congress uses an annual state Volume Cap, which is currently capped at the rate of \$100 per capita for the 2014 calendar year. Based upon a population of 77,733, the City's Volume Cap is \$7,773,300 for calendar year 2014.

For the current fiscal year, staff has determined no projects in the City that are readily available to use this Volume Cap. In the past when this situation has occurred, the City has ceded over its bond Volume Cap to the Illinois Housing Development Authority (IHDA) to further homeownership within the community (2003, 2004, 2007, 2008, 2009, and 2010). IHDA works with communities to help working families and individuals achieve homeownership through their Mortgage Credit Certificate (MCC) program and the Mortgage Revenue Bond (MRB) program. A request was submitted to IHDA to determine if there is enough funding for these two (2) programs for 2014 but has yet to receive a response.

Other private activity bond projects have been: 2005 Lincoln Tower renovations; 2006 Habitat, Mid Central Community Action and Clayton Jefferson for Affordable Housing Development (project not completed, bonding authority returned to the state); 2011 EIEDA Senior Housing Facility.

In FY 2012, staff requested to reserve the Volume Cap for an eligible activity, undetermined at the time. This did not obligate the City financially or in any other way, this resolution simply “reserved” the City’s portion to possibly be used at a later date for an activity within the community. No such activity presented itself within the 2012 calendar year.

For FY 2013, staff received a request from EIEDA to transfer the Home Rule Volume Cap for economic development and housing projects. Specifically, the organization was in the process of closing on a \$20,040,000 Senior Housing Bond and would like to join efforts with respect to the Volume Cap in an attempt to secure the project. Given that staff had yet to identify any projects that qualify for the use of such private activity bonds within the City, it was recommended and approved that the City work collaboratively with EIEDA as requested. A similar situation is now in effect for the current year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IHDA in regards to the MCC and MRB programs, and EIEDA.

FINANCIAL IMPACT: There is a possibility of receiving revenue from a one percent (1%) transfer fee (approximately \$77,733) upon the issuance of bonds to a borrower, which would be payable at bond closing. It has been suggested by EIEDA that our Volume Bond cap may be utilized for a senior living in the future. If the Volume Cap is not used by December 31, 2014, it can be carried forward and used for an additional three (3) years until December 31, 2017, when it expires. If it is used by EIEDA at any time, they agree to pay the transfer fee of one percent (1%) to the City.

Respectfully submitted for Council consideration.

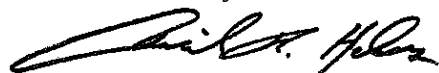
Prepared by: Justine Robinson, Economic Development Coordinator

Reviewed by: Sharon Walker, Division Manager - PACE

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Exhibit A: Chart of Eligible Projects
Attachment 2. EIEDA letter
Attachment 3. Resolution
Attachment 4. Memo to Governor's Office
Attachment 5. Letter to EIEDA

Motion: That the Resolution be adopted and the City of Bloomington's 2014 Volume Bond Cap be ceded to the Eastern Illinois Economic Development Authority, with a transfer fee agreement of one percent (1%).

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

EXHIBIT A

Internal Revenue Code Chart of Eligible Projects for Private Activity Bonds

Federal Law.

The Internal Revenue Code provides that only the following private activity bonds may bear tax exempt interest:

1. Exempt facility bonds.
 - a. Airports, docks and wharves, mass commuting facilities and high speed intercity rail facilities.
 - b. Facilities for the furnishing of water.
 - c. Sewage facilities and solid waste disposal facilities.
 - d. Residential rental projects.
 - e. Local furnishing of electric energy or gas.
 - f. Local district heating or cooling facilities.
 - g. Qualified hazardous waste facilities.
 - h. Environmental enhancements to hydroelectric generating facilities.
2. Mortgage revenue bonds.
3. Qualified small issue bonds. Such bonds are limited to \$20 million dollars which limit includes the amount of both bonds and capital expenditures during 6 year period beginning 3 years before and ending 3 years after bonds are issued. Small issue bonds are available only for manufacturing facilities.
4. Student loan bonds.
5. Qualified development bonds.
6. Qualified 501(c)(3) bonds.

It should first be noted that to have tax-exempt bonds 95% or more of the bonds' net proceeds must be used for the exempt facilities or purposes. Other requirements specifically relating to private activity bonds include the requirements for: an allocation of the state private activity bond volume cap; a TEFRA hearing; and a 2% limit on the amount of the costs of issuance paid from tax exempt bond proceeds. However, with respect to qualified 501(c)(3) bonds, the federal law among other matters, does not require such bonds to receive an allocation of the state volume cap and does not limit the type of facility financed by a 501(c)(3) entity provided such facility is owned by the 501(c)(3) entity and used for its nonprofit purpose.

EXHIBIT B



1817 South Neil Street, Champaign, Illinois 61820, Tel: 866-325-7525, Fax: 866-325-7569

March 5, 2014

The Honorable Tari Renner, Mayor
City of Bloomington, P. O. Box 3157
109 E. Olive St.
Bloomington, IL 61701-5219

Dear Mayor Renner:

The Eastern Illinois Economic Development Authority (EIEDA) respectfully requests consideration for the transfer of your 2014 Home Rule Volume Cap to EIEDA for economic development and housing projects. EIEDA has developed relationships with home rule communities and other regional development authorities in working together to accommodate the Volume Cap needs of their projects.

Some years, EIEDA has more projects than Volume Cap and other years we have more Volume Cap than projects. At the end of the calendar year, Volume Cap can be carried forward for three years, but once carried forward, it can no longer be transferred. We have developed a mutually beneficial relationship between communities, counties and other regional development authorities to graciously share this valuable resource for the benefit of the region. We feel it is fair to help a neighbor that has helped us in the past. The rising tide raises all of the boats.

As you may be aware, home rule communities receive a direct allocation in 2014 equal to their population times \$100. The 2014 State of Illinois Allocation guidelines identify Bloomington's population at 77,733, so your 2014 Volume Cap Allocation is \$7,773,300. You are required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year. If the City of Bloomington would consider passing an ordinance transferring their 2014 allocation to EIEDA prior to May 1st, then EIEDA would be able to keep this cap until December 31st. This action would allow the City to maintain control of their Volume Cap past May 1st. It is important to approve the resolution before May 1 and send the notification letter to the Governor before May 10.

EIEDA is interested in serving in this capacity in order to develop a relationship with home rule communities to be able to trade cap in up and down years. We respectfully request if you have no need for the cap by September 1st that you allow us to use it to benefit the residents of EIEDA. If the City is interested, I have taken the liberty of enclosing a draft ordinance for you to review as well as a draft letter to the Governor's Office. I am available to meet with any city official you wish regarding this matter. Please call me at 866-325-7525 if you have any questions. Any correspondence should be addressed to: EIEDA Chicago, 1608 W. Belmont Ave, Suite 203, Chicago, IL 60657. Thank you.

Sincerely,

Andrew Hamilton
Executive Director

RESOLUTION 2014 –

A SPECIAL RESOLUTION AUTHORIZING THE CEDING OF PRIVATE ACTIVITY BONDING AUTHORITY

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of private activity bonds which may be issued by the City of Bloomington (“City”) as a constitutional home rule unit is equal to its population multiplied by \$100.00; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 et seq.) provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, the City of Bloomington has available year 2014 volume cap and desires to utilize this cap in cooperation with the Eastern Illinois Economic Development Authority (EIEDA) to support the projects that will create jobs and expand the City’s tax base;

NOW THEREFORE, be it ordained by the City Council of the City of Bloomington, Illinois:

Section 1. Consent to Reallocate to EIEDA. The City hereby agrees to reallocate to the Eastern Illinois Economic Development Authority its 2014 private activity volume bonding cap in the amount of \$7,773,300. Said private activity volume bonding cap shall be used to support projects that will provide job opportunities and new investments.

Section 2. Letter of Agreement. The City Finance Director is hereby authorized to execute a letter of agreement with EIEDA consenting to such allocation on behalf of the City as authorized.

Section 3. Maintaining Records. The City Finance Director is hereby authorized to maintain such record of the allocation for the term of the bonds issued pursuant to such allocation.

Section 4. Notice. The Mayor shall provide notice of such allocation to the Office of the Governor.

Section 5. Effective Date. This ordinance shall be effective from and after its passage.

ADOPTED this 28th day of April, 2014

APPROVED this ____ day of April, 2014

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



Office of the Governor
Governor's Office of Management and Budget
603 Stratton Building
Springfield, IL 62706
Attention: Debt Management Unit

Re Issuer: City of Bloomington

Total 2014 Volume Cap Allocation: \$7,773,300

Volume Cap Allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2014:

- | | |
|---|---|
| 1. Principal Amount of Issue: | 0 |
| Bond Description | N/A |
| 2. Total Allocation Granted or Reallocated: | \$7,773,300 |
| Reallocated to: | Eastern Illinois Economic Development Authority |

See attached Resolution.

Sincerely,

Tracey Covert, City Clerk
City of Bloomington

Acknowledged and Agreed

Andrew Hamilton, Executive Director EIEDA

Date



April 28, 2014

Mr. Andrew Hamilton
Executive Director
Eastern Illinois Economic Development Authority
1817 South Neil Street
Champaign, Illinois 61820

RE: Letter of Agreement between EIEDA and City of Bloomington
Ceding of 2014 Volume Bond Cap

Dear Mr. Hamilton:

As agreed, please find attached the City of Bloomington's adopted Resolution No. 2014 - ____ authorizing the transfer and reallocation of its 2014 volume cap to the Eastern Illinois Economic Development Authority (EIEDA).

Please print, sign and return this letter as a binding agreement between the City and EIEDA that if the City's 2014 volume cap is used by EIEDA, the City of Bloomington shall receive a transfer fee equal to one percent (1%) of its transferred volume cap at closing. Upon signing, please return a copy to:

Tracey Covert, City Clerk
City of Bloomington
P.O. Box 3157
Bloomington, IL 61702-3157

Sincerely,

Tari Renner, Mayor
City of Bloomington

Acknowledged and Agreed:

Andrew Hamilton, Executive Director, EIEDA

Date



FOR COUNCIL: April 28, 2014

SUBJECT: Text Amendment to Chapter 2. Administration regarding Public Comment at Council Meetings

RECOMMENDATION/MOTION: That the Text Amendment be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The Illinois Open Meetings Act provides “any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body.” 5 ILCS 1/2.06(g). In a request for review letter on public comment at the City’s previous Administration and Finance Committee, the Attorney General Office’s Public Access Counselor’s office concluded the Committee was required to provide an opportunity for public comment at all future committee meetings subject to any reasonable rules that are consistent with Section 2.06(g). Although the City now allows public comment at all committee meetings, the City Code provides public comment only at the first regularly scheduled meeting of the month. The proposed ordinance provides there will be a fifteen (15) minute public comment period at every regularly scheduled meeting of the City Council, including special City Council meetings where there is an action item on the agenda. It also provides public comment is limited to three (3) minutes per person and that comments may not be threatening and that disorderly conduct is prohibited. Finally, it provides that individuals may submit written comments to the City Clerk at least twenty-four (24) hours before a meeting and said comments will be copied and provided to aldermen.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance Amending the Public Comment Rules for the City of Bloomington

Motion: **That the Text Amendment be approved and the Ordinance passed.**

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE 2014 - __

**AN ORDINANCE AMENDING THE PUBLIC COMMENT RULES
FOR THE CITY OF BLOOMINGTON**

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

SECTION 1. That Chapter 2, Article II, Section 17(5) of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

(5) Public Comment.

- (a) A public comment period not to exceed fifteen (15) minutes will be held during ~~the first~~ every regularly-scheduled City Council meeting of each month, as well as all special City Council meetings where at least one potential action item is listed on the agenda. Written comments may also be submitted to the City Council by filing same with the City Clerk at least 24 hours prior to the start time of the meeting. Said written comments shall be copied and distributed to each member of the City Council by the City Clerk prior to the start of the meeting.
- (b) Anyone desiring to address the City Council must complete and submit a public comment card available in the City Council Chamber up to fifteen (15) minutes prior to the start of the meeting. The person must include his or her name and contact information.
- (c) ~~There shall be a maximum of five (5) speakers in any public comment period. In the event more than five (5) public comment cards are submitted, the Mayor shall randomly select the five (5) speakers. Comments are limited to three (3) minutes per speaker. A speaker cannot give his or her allotted minutes to another speaker to increase that person's allotted time.~~
- (d) Speakers will be acknowledged by the Mayor and shall address the City Council from the podium and not approach the City Council or City staff. Speakers will begin their statement by first stating their name and address for the record.
- (e) Statements are to be directed to the City Council as a whole and not to individual Council members. Public comment is not intended to require Council members or staff to provide any answer to the speaker. Discussions between speakers and members of the audience will not be allowed.

- (f) After the speaker has made his or her statement, he or she shall be seated with no further debate, dialogue or comment.
- (g) Any person who engages in threatening or disorderly behavior when addressing the City Council shall be deemed out-of-order by the presiding officer and their time ceased to address the City Council at said meeting.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 28th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: April 28, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 24, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Michael Bozarth and Morgan Messer to allow moderate consumption of alcohol at their May 24, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Jeannie Swanson, bride's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Jeannie Swanson, bride's representative, addressed the Commission. The wedding reception was scheduled for May 24, 2014 at the Lake Bloomington Davis Lodge. The plan included 120 guests. Maguire's located at 220 N. Center St. would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception were scheduled at Davis Lodge commencing at 5:00 p.m. The reception would follow immediately and end at 11:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

Commissioner Tompkins requested that the City Clerk's Office be notified of any changes to the reception plans.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He noted that a City licensed caterer must be retained for liquor service, which was limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Michael Bozarth and Morgan Messer to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their May 24, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the April 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE NO. 2014 -

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

WHEREAS, Michael Bozarth and Morgan Messer are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 11:00 p.m. on May 24, 2014; and

WHEREAS, Michael Bozarth and Morgan Messer have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Lake Bloomington Davis Lodge on May 24, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 28th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: April 28, 2014

SUBJECT: Application of MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, requesting a TAS liquor license

RECOMMENDATION/MOTION: That an TAS liquor license for MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, 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. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Terry Harris, owner/operator, and Joe Dehn, attorney, Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Terry Harris, owner/operator and Applicant's representative, addressed the Commission. He had been employed at Mitsubishi Motors. He had also owned/operated the Lake Road Inn located at 25106 N. 1750 East Rd., Hudson, IL.

Commissioner Renner questioned if Mr. Harris was BASSET, (Beverage Alcohol Sellers & Servers Education Training), certified. Mr. Harris noted that there were three (3) key individuals, Michael Harris, Chase Harris and himself. The planned opening date was August 15, 2014. There was adequate time for them to obtain the certificate.

Commissioner Jordan questioned the time line. He also questioned if the applicant had met all of the requirements. Mr. Harris noted that the premise was an unfinished unit.

Commissioner Tompkins questioned video gaming and if this factor had driven the application for a liquor license.

Mr. Harris noted Lucky Seven had applied for a video gaming license. He estimated that liquor sales would represent sixty percent (60%) of total sales.

George Boyle, Asst. Corporate Counsel, addressed the Commission. He questioned the seating capacity.

Mr. Harris stated that the unit measured twenty-five feet by fifty feet (25' x 50'). He added that there would be restrooms and an office.

Chase Harris addressed the Commission. He believed that available space would be twenty-five feet by thirty-eight feet, (25' x 38').

Mr. Boyle directed the Commission to Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License - Findings, (14). This item addressed video gaming. He cited the square footage and seating capacity.

Mr. Harris informed the Commission that he had first right of refusal for the adjacent unit.

Mr. Boyle informed the applicant that if there was an intention to extend the premise, Mr. Harris would need to reappear before the Commission.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that a TAS liquor license for MCTH, Inc., d/b/a Lucky Seven, located at 1804 S. Hershey Rd., Unit 9, be created contingent upon compliance with all health safety codes.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 31, 2014 in accordance with City Code. In accordance with City Code, approximately eighteen (18) courtesy copies of the Public Notice were mailed on April 1, 2014. In addition, the Agenda for the April 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for a TAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an TAS liquor license for MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: April 28, 2014

SUBJECT: Application of Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., requesting an RBS liquor license

RECOMMENDATION/MOTION: That a RBS liquor license for Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1) obtain BASSET certification within ninety (90) days.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Venu Danda, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Venu Danda, owner/operator and Applicant's representative, addressed the Commission. He had applied for and the Council had granted approval for a liquor license at this location in the recent past, (May 14, 2012).

Commissioner Tompkins questioned how long Mayuri had been opened. He also questioned if Mr. Danda had liquor sales experience.

Mr. Danda stated that Mayuri had been open for two (2) years. It was a small restaurant. He restated that he had been approved for a liquor license in the recent past. He needed to remodel the restaurant. Mayuri had seen an increase in traffic. Since December 2013, business had declined. He cited customer requests for beer and wine to accompany their meals. He added that he needed to file his request with the McLean County Health Dept.

He had also held a packaged liquor license at W. Market St. Grocery located at 301 W. Market St., Unit B. He had owned and operated this business for five (5) years.

Commissioner Tompkins questioned if Mr. Danda was BASSET, (Beverage Alcohol Sellers & Servers Education Training) certified. He encouraged Mr. Danda to obtain his certification as soon as possible.

Mr. Danda cited his familiarity with state and City liquor laws.

Commissioner Jordan questioned the number of employees. Mr. Danda stated three (3). Commissioner Jordan recommended that all three (3) employees become BASSET certified.

Commissioner Tompkins noted that Heartland Community College had had issues offering the BASSET/STEPS classes this winter due to the weather.

Commissioner Renner noted that the Commission could recommend approval of this application event though the applicant lacked BASSET certification.

Tracey Covert, City Clerk, informed the Commission that Heartland had scheduled two (2) BASSET/STEPS classes: one on April 14, 2014 and the other on May 19, 2014.

Commissioner Jordan recommended granting Mr. Danda ninety (90) days to obtain BASSET certification.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the City Council that an RBS liquor license for Anjana 3, Inc., d/b/a Mayuri, located at 1407 N. Veterans Pkwy., be created contingent upon compliance with all health safety codes with the following condition: 1.) obtain BASSET certification within ninety (90) days.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 31, 2014 in accordance with City Code. In accordance with City Code, approximately fifty-five (55) courtesy copies of the Public Notice were mailed on April 1, 2014. In addition, the Agenda for the April 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for a RBS liquor license is \$1,110.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That a RBS liquor license for Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1) obtain BASSET certification within ninety (90) days.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: April 28, 2014

SUBJECT: Application of Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., requesting an RBS liquor license

RECOMMENDATION/MOTION: That an RBS liquor license for Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Barb Nathan, Executive Director and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Barb Nathan, Executive Director and Applicant's representative, addressed the Commission. She informed the Commission that Westminster Village was a continuing care retirement community. The facility had 360 residents and sixty (60) persons in skilled care. There was a common dining facility. Residents had requested alcohol service with their dinner and/or for special events. Liquor service would be limited to residents and their guests. The plan was to start slow.

Commissioner Tompkins noted his familiarity with Westminster Village. He added that there were a number of residents who were veterans.

Ms. Nathan noted that currently there were sixty-nine (69) residents who were also veterans. She added that if this change was received well by the residents, Westminster might consider reappearing before the Commission to request an "A", All types of alcohol, liquor license.

George Boyle, Asst. Corporation Counsel, addressed BASSET, (Beverage Alcohol Sellers & Servers Education & Training), certification.

Ms. Nathan informed the Commission that there were six (6) potential servers. She stated her intention that all become BASSET certified.

Commissioner Jordan cautioned that Westminster's staff must be cognizant of the need to check guests' identification.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RBS liquor license for Westminster Village, Inc., d/b/a Westminster Village, located at 2025 E. Lincoln St., be created contingent upon compliance with all health safety codes.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 31, 2014 in accordance with City Code. In accordance with City Code, approximately one hundred and thirteen (113) courtesy copies of the Public Notice were mailed on April 1, 2014. In addition, the Agenda for the April 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for a RBS liquor license is \$1,110.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an RBS liquor license for Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: April 28, 2014

SUBJECT: Petition submitted by Marti Rave, Requesting Approval of an Annexation Agreement for the Property Generally Located east of Veteran's Pkwy., north of Hamilton Rd. and west of Greenwood Ave.

RECOMMENDATION/MOTION: That the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3d. Expanded retail businesses. The new retail may encourage other retail in this southwest part of the City where there are many homes that could support such retail.

BACKGROUND: The land subject to the Annexation Agreement is located at the intersections of Veteran's Pkwy., Hamilton Rd. and Greenwood Ave. It is located in unincorporated McLean County yet is surrounded by the City. The Agreement proposes B - 1, Highway Business District Zoning which is compatible with the adjacent B - 1 zoning as well as the adjacent land uses such as Veteran's Pkwy., a radio station and tower.

This case was before the Planning Commission for a public hearing and review on April 9, 2014. The City Engineer explained how components of this Annexation Agreement are derived from an earlier agreement pertaining to land exchanges which enabled the City to acquire right of way and make improvements to Hamilton and Greenwood. The petitioner's attorney also spoke concurring with the City Engineer's testimony and how the Annexation Agreement was the result of working with the City Interim Corporation Counsel. No one else from the public spoke in favor or in opposition to the Agreement. The Planning Commission voted to recommend approval of the annexation agreement by a vote of 9 - 0.

Staff reviewed the petition and concluded the Annexation Agreement was in line with the previous agreement and that the proposed zoning was compatible with the nearby zoning and land uses and thus supports the petition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to thirteen (13) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: Per the agreement in 2003, the City agreed to waive the tap on fees and will not obtain such when the development occurs. At that time there will be expenditures by the Public Works Dept. when utilities are connected. However, if approved, the Agreement should lead to new retail development and new City property and sales taxes. Since the site has existing adjacent City streets, no new costly roads will be needed to be built.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Planning Commission Meeting Minutes
Attachment 2. Planning Commission Report
Attachment 3. Agreement
Attachment 4. Utility Easement
Attachment 5. Neighborhood Mailing Labels
Attachment 6. Mailing Map
Attachment 7. Zoning Map
Attachment 8. Annexation Map

Motion: That the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, APRIL 9, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Schulz, Mr. Diamond, Mr. Balmer, Mr. Scritchlow, Mr. Cornell, Mr. Cain, Mr. Stuckey, Mr. Stanczak, Mr. Pearson (arrived 4:03 pm)

MEMBERS ABSENT: Mr. Wills

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director of Planning and Code Enforcement
Mr. Kevin Kothe, City Engineer

CALL TO ORDER: Chairman Cain called the meeting to order at 4:01 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the March 26, 2014 minutes.

On page three, in the sixth paragraph “is” is to be deleted after “explained”. On page four, in the fifth paragraph “to be” is to be added before “rewritten”. On page five, a colon is to replace the period after “5”.

Mr. Scritchlow moved to approve the March 26, 2014, minutes as corrected. Mr. Balmer seconded the motion which passed 9-0 with following votes being cast on roll call: Mr. Stuckey--present; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson—yes; Mr. Stanczak--present; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--Yes; Mr. Wills--absent.

REGULAR AGENDA:

Z-02-14 Public Hearing on the petition submitted by Marti Rave requesting approval of an Annexation Agreement for land generally located east of Veteran’s Parkway, north of Hamilton Road and west of Greenwood Avenue.

Chairperson Cain introduced the petition. Mr. Woolard described the location and zoning for the site property, size and the adjacent properties. The waiving of fees are a result of a 2003 annexation agreement. Mr. Kothe stated the city did the Veterans Parkway, Hamilton Road, Fox Creek Road intersection and Greenwood Avenue redirection at the same time. The purpose of this was to space it out to make the traffic flow correctly through this area. He said all of these pieces under review are part of the city agreement with IDOT. The purpose of this was to put together a future saleable piece of property for the petitioner. This agreement that included the

fee waivers were a part of the original right of way purchase agreement. Mr. Kothe explained it was a trade, in that the petitioner had a piece of his property the city needed to complete the road and the city would obtain the IDOT right of way for the petitioner to have a resalable piece of land. The annexation cleans up the details. He said the land might be a gas station or convenient store. He also stated there would not be access to Hamilton Road except maybe a right in and right out. The state requires the city to annex all six tracts and even though some are already annexed, it is the intent to not leave any piece unspecified.

Chairman Cain opened the public hearing. Elizabeth Megli, attorney at law, 115 W. Jefferson St., Suite 400, represented the petitioner and stated the agreement has been in the works for quite some time. The reason for the annexation agreement first was to address easements and other details. Ms. Megli stated that the current negotiations for land development would permit a gas station and convenient store, however no land use has been finally determined.

Chairman Cain asked if there were any questions or comments from the audience and no one spoke. Chairman Cain closed the public hearing.

Mr. Diamond stated that this is straight forward. Mr. Cornell agreed.

Mr. Diamond moved to recommend approval to the city council for case Z-02-14, for the property generally located east of Veteran's Parkway, north of Hamilton Road and west of Greenwood Avenue. Mr. Cornell seconded the motion which passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Stuckey--yes; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--yes; Mr. Wills--absent.

FOR PLANNING COMMISSION: April 9, 2014
Agenda item #5A
Prepared April 1, 2014

To: Bloomington Planning Commission
From: Staff

Subject: Z-02-14 Public Hearing on the petition submitted by Marti Rave requesting approval of an Annexation Agreement for land generally located east of Veteran's Parkway, north of Hamilton Road and west of Greenwood Avenue.

BACKGROUND INFORMATION:

Adjacent Zoning

North: B-1, Highway Business
South: B-1, Highway Business
East: B-1, Highway Business
West: B-1, Highway Business

Adjacent Land Uses

North: Veteran's Parkway
South: Single-Family Residence
East: Radio Station and Tower
West: Veteran's Parkway

The Comprehensive Plan calls for regional/highway commercial for the site.

The petition is a request for approval of an annexation agreement for land that is surrounded by the city. The requested zoning is for B-1, Highway Business District. The site is generally level and void of buildings. It is vacant and appears to have been unused for some time.

Analysis

The proposed B-1 zoning district is compatible with what is nearby in that the adjacent zoning is also B-1. There is a house across Hamilton but it has the B-1 zone and the land use is likely to be converted to a business at some point given the volume of traffic on Veteran's Parkway. As with any rezoning request the commission and council should review such not only in terms of proposed uses for the site but should also focus their attention on the nature of land uses permitted in such zone and the potential impacts upon the surrounding land uses and community services. In this case staff does not see any incompatibility issues. For these reasons and because the proposed zone is consistent with the Comprehensive Plan, staff supports the request.

STAFF RECOMMENDATION:

Staff recommends the planning commission pass a motion recommending that the City Council approve the annexation agreement in case Z-02-14, for the property generally located east of Veteran's Parkway, north of Hamilton Road and west of Greenwood Avenue and as described in the submitted legal description.

Respectfully submitted,

Mark Woolard
City Planner

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Marti Rave, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned B-1 (Highway Business District) upon annexation to the City; and

WHEREAS, the City is desirous of confirming the obligations related to a certain water main located on the premises to be annexed; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit “A” to the City’s corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit “A” to the City of Bloomington.

3. ZONING.

City agrees to rezone the property to B-1 Highway Business District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

- A. Sanitary Sewer. The premises will be served by a sanitary sewer. The City agrees to waive, pursuant to that certain Agreement for the Sale and Redevelopment of Real Estate, dated September 22, 2003 (“2003 Agreement”), any of its tap on fees for connection to the sanitary sewer.
- B. Water. City shall, pursuant to the terms of the 2003 Agreement, waive the required tap on fees at the time of connection to the existing water mains.
- C. Water Main
 - (1) Relocation of Water Main. There currently exists on the premises a certain water main owned by the City. It is understood by and among the Owner and the City, that location of the water main may be altered during the course of development. In the event the existing water main serving the premises is moved for any reason during the development of the premises, Owner agrees to cover all costs related thereto. The water main shall be constructed in accordance with City standards in effect at the time of any relocation or alteration. City reserves the right to approve the construction methods, materials, and locations prior to the commencement of any relocation or alteration.
 - (2) Permanent Easement. The City shall, at all times, be granted a permanent easement, also referred to herein as a “Utility Easement”, in the then current location of the water main, for operating and maintaining the City water main located upon the premises and, in addition to the foregoing, shall be granted authority to alter, remove, and replace the water main and all other equipment appurtenant thereto, together with a temporary easement, no greater than ten feet on either side of the water main, required for working purposes. The City shall repair any damage to property of Owner caused by the laying, construction, reconstruction, operation, maintenance, renewal or removal of said water main, except damages to trees, shrubs, bushes, roots or any other obstacles caused by trimming or removal.

The Utility Easement shall be executed and recorded by the Owner, in the form attached hereto as Exhibit B within 30 days of annexation of the property. If the water main is relocated in accordance with Section 4(C)(1), a new permanent easement and temporary construction easement, in the same form, shall be executed and recorded by the Owner prior to construction associated with the relocation.

The Owner shall not be required to pay, or incur any expenses, related to any and every claim, demand, suit and payment in respect thereof, or in respect of any of them, with reference to personal injury to persons, or damage to the property of, Owner or other persons, caused by any of the work performed under this easement, and the City shall require its contractors and subcontractors to so indemnify, defend, and save harmless the Owner and its successors and assigns, respecting actions of any type initiated to recover damages from any such injuries and/or damages and liability arising therefrom, including but not limited to all costs and expenses incurred by Owner and its successors and assigns.

Owner retains the right to use and improve the surface of the property in which this permanent easement exists for such purposes as roads, drives and parking lots, but relinquishes the right to use the surface for buildings or other permanent structural improvements, which because of their weight, size or volume might impair the structural integrity of improvements in the easement or make maintenance, repair or replacement of improvements in the easement significantly more difficult or expensive and as otherwise in compliance with the terms of the Utility Easement attached hereto as Exhibit B.

- D. Stormwater Detention. Owner shall provide on-site detention pursuant to the Code. City may agree, in its sole discretion, to allow Owner to place some detention on City right of way property.
- E. Substandard Road Improvement. Owner and City hereby represent and agree that all road improvements to Greenwood Avenue and Hamilton Road, adjacent to Owner's premises, have been made as contemplated by the 2003 Agreement, and that no reimbursement for those improvements is required of, or requested from, Owner. The Owner will be responsible for all improvements within the City right-of-way relative to the development of the subject property. This includes sidewalk, driveway approach pavement, curb cuts, fire hydrant relocation or adjustment, grading, and seeding. All construction shall be performed in accordance with applicable City Codes.
- F. Access Control. Pursuant to the terms of the 2003 Agreement, Owner shall be allowed access to Greenwood Avenue after the first one hundred feet (100') of Greenwood Avenue, as measured from stop bar, and allowed one entrance from Hamilton Road, which shall be limited to use for traffic making right turns into

and out of the property. Access on both Greenwood Avenue and Hamilton Road shall be in conformance with current City Code at the time of construction.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

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

Marti Rave
1709 Tullamore Avenue
Suite B
Bloomington, IL 61701

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover,

each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.
- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

EXECUTED and ADOPTED this 28th day of April, 2014, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Tari Renner, Mayor

Attest:

Tracey Covert,
City Clerk

OWNER:

Marti Rave

EXHIBIT A

Tract 1:

A part of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 90 feet north of the Southeast Corner of Lot 2 in said subdivision, thence north 90 feet, thence west to the West Line of said Lot 2, thence southwesterly along the West Line of said Lot 2, to a point directly west of the Place of Beginning, thence east to the Place of Beginning, except the east 10 feet thereof, in McLean County, Illinois.

Tract 2:

A part of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at the Northeast Corner of said Lot 2, thence south on the East Line of said Lot 2, 328.0 feet; thence west parallel with the South Line of said Lot 2, 261.75 feet more or less to the West Line of said Lot 2; thence northeasterly along the West Line of said Lot 2, 413.0 feet more or less to the Place of Beginning, except the following part: Commencing at the Northeast Corner of said Lot 2, thence south 260 feet on the East line of said Lot 2, thence west 169.5 feet to a point 265.4 feet southwest of the Northeast Corner of said Lot 2, thence northeasterly along the West Line of said Lot 2 to the Northeast Corner thereof, the Point of Beginning of said part, except the East 10 feet thereof,

Excepting therefrom that part conveyed to the City of Bloomington, in Warranty Deed recorded October 13, 2003 as Document No. 2003-52981, in McLean County, Illinois.

Tract 3:

A part of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, as recorded in Book 12 at Page 336 in McLean County, Illinois, described as follows, with bearings being used referring to the Illinois State Plane Coordinate System, East Zone: Commencing at the Northeast Corner of the above described Lot 2; thence along the Northwesterly Line of said Lot 2, South 36 degrees 32 minutes 03 seconds West 101.70 feet, to the Point of Beginning; thence continuing along said Northwesterly Line of Lot 2, South 36 degrees 32 minutes 03 seconds west 163.45 feet, to a found iron pin; thence South 74 degrees 03 minutes 21 seconds East 101.43 feet; thence North 00 degrees 04 minutes 57 seconds East 159.19 feet, to the Point of Beginning, in McLean County, Illinois.

Tract 4:

A part of Old Route 66 situated adjacent to and northwesterly of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North,

Range 2 East of the Third Principal Meridian, McLean County, Illinois, as recorded in Book 12 at Page 336 in the McLean County Recorder's Office, more particularly described as follows: Commencing at the Northeast Corner of said Lot 2, thence south 36 degrees 32 minutes 03 seconds west, 101.70 feet along the Northwestern Line of said Lot 2 to a found iron pin, being the Point of Beginning; thence continuing south 36 degrees 32 minutes 03 seconds west, 163.45 feet along said Northwestern Line to a found iron pin; thence south 41 degrees 57 minutes 53 seconds west, 178.45 feet along said Northwestern Line to a found iron pin on the Northerly Line of Hamilton Road; thence north 64 degrees 01 minutes 35 seconds west, 59.86 feet along the Northwestern Extension of the Northerly Line of Hamilton Road to a found iron pin on the Southeasterly Line of a Parcel of Land dedicated for a portion of S.B.I. Route 4, Section 16 Right-of-Way according to the Right-of-Way Plat recorded August 9, 1922, in Book 352 at Page 110 in said Recorder's Office; thence north 41 degrees 02 minutes 47 seconds east, 196.99 feet along the Southeasterly Line of said Dedication to a found iron pin; thence north 39 degrees 01 minutes 51 seconds east, 200.00 feet along said Southeasterly Line to a found iron pin; thence north 35 degrees 27 minutes 34 seconds east, 25.88 feet along said Southeasterly Line to a found iron pin; thence south 00 degrees 04 minutes 57 seconds east, 87.20 feet to the Point of Beginning, containing 22,028 square feet, more or less.

Tract 5:

A part of Old Route 66 situated adjacent to and northwesterly of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, as recorded in Book 12 at Page 336 in the McLean County Recorder's Office, more particularly described as follows: Commencing at the Northeast Corner of said Lot 2, thence south 36 degrees 32 minutes 03 seconds west, 265.15 feet along the Northwestern Line of said Lot 2 to a found iron pin; thence south 41 degrees 57 minutes 53 seconds west, 178.45 feet along said Northwestern Line to a found iron pin on the Northerly Line of Hamilton Road; thence north 64 degrees 01 minute 35 seconds west, 59.86 feet along the Northwestern Extension of the Northerly Line of Hamilton Road to a found iron pin on the Southeasterly Line of a Parcel of Land dedicated for a portion of S.B.I. Route 4, Section 16 Right-of-Way according to the Right-of-Way Plat recorded August 9, 1922, in Book 352 at Page 110 in said Recorder's Office, being the Point of Beginning; thence north 41 degrees 02 minutes 47 seconds east, 196.99 feet along the Southeasterly Line of said Dedication to a found iron pin; thence north 39 degrees 01 minutes 51 seconds east, 200.00 feet along said Southeasterly Line to a found iron pin; thence north 35 degrees 21 minutes 40 seconds east, 299.68 feet along said Southeasterly Line to a found iron pin on the Northernmost Corner of said Dedication; thence south 38 degrees 51 minutes 15 seconds west, 79.75 feet along the Northwestern Line of said Dedication to a found iron pin on the Southeasterly Right-of-Way Line of F.A. Route 5, Section 16 R; thence south 35 degrees 43 minutes 09 seconds west, 80.91 feet along said Southeasterly Right-of-Way Line; thence south 39 degrees 20 minutes 09 seconds west, 526.51 feet along said Southeasterly Right-of-Way Line to a found iron pin on the Northwestern Line of said Dedication for S.B.I. Route 4; thence south 38 degrees 51 minutes 15 seconds west, 160.89 feet along said Northwestern Line to a found iron pin on the Southernmost Corner of said Dedication; thence north 42 degrees 39 minutes 37 seconds east, 152.28 feet along the Southeasterly Line of said Dedication to the Point of Beginning, containing 8,477 square feet, more or less; Except that portion lying southwest of the Northerly Line of Hamilton

Road extended westerly to the Southeasterly Right-of-Way Line of F.A. Route 5, Sec 16R; And also except that portion lying northeast of the West Line of Greenwood Avenue extended north to the Southeasterly Right-of-Way Line of F.A. Route 5, Sec 16R, McLean County, Illinois.

Tract 6:

All that portion of Greenwood Avenue, Hamilton Road and Veterans Parkway/U.S. Route 66 (F.A. Route 5, Sec. 16R) lying adjacent to said tracts 1 through 5.

Except therefrom any portion previously annexed.

Prepared by and return to:

City of Bloomington
Office of Corporation Counsel
109 E. Olive St.
P.O. Box 3157
Phone: (309) 434-2213

This area to be used for recording information only.

UTILITY EASEMENT

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR, _____, (hereinafter "Grantor" or "Owner") does hereby grant and convey to the GRANTEE, the CITY OF BLOOMINGTON, an Illinois Municipal Corporation, its successors, assigns and/or designees, (hereinafter "Grantee" or "City") a non-exclusive permanent easement for the purposes of surveying, construction, operation, maintenance, testing, inspecting, repairing, removing, replacing, using and controlling an underground water main, together with all appurtenant and related fixtures, systems and other equipment (collectively the "Utility") in, upon, under, across, through, over and along the real estate described on Exhibit A, attached hereto, and incorporated herein by this reference (the "Easement Area"), together with a perpetual right of access and all reasonable rights of ingress and egress across adjoining lands of the Owner necessary for the exercise of the rights granted herein.

The grants of the easements herein contained are made solely upon the conditions and limitations herein contained, and the City, by its acceptance of such grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. **Reserved Rights.** The Owner hereby reserves the right to use the Easement Area in any manner that will not prevent or interfere with the exercise of the rights granted herein; provided, however, that the Owner shall not obstruct, permit to be obstructed, or create any hazardous condition on the Easement Area. In addition, Grantor covenants and agrees that no trees, building or structures shall be erected or constructed on the Easement Area without the Grantee's written consent, and that the present grade or ground level of the Easement Area shall not be changed by excavation or filling without Grantee's written consent. The cost of removing any future unauthorized obstruction shall be paid by the Owner.

2. **Restoration.** In the event that the Easement Area, or any improvement or appurtenance permitted to be placed thereon under this instrument by the Owner, or any tenant then in possession, is disturbed or damaged by the City or any of its contractors, agents or employees in connection with the rights granted to the City under this instrument, the City shall promptly restore the surface of any part of the property herein described to its grade and re-establish grass by seeding on any areas used as lawn and disturbed by the Grantee. Grantee shall perform all work in a good and workmanlike manner and as expeditiously as possible so as to minimize interference with the use of Grantor's property, including, where applicable, the

planting, harvesting and growing of agricultural crops and the flow of pedestrian and vehicular traffic.

3. Special Covenants. The Owner covenants to and with the City that, subject to existing non-exclusive easements, if any, covering the Easement Area, the Owner has good and lawful right and power, alone and without necessity of consent from any other party, to grant and convey such rights to the City under this instrument, and the Owner will forever warrant and defend title to the rights herein granted to the City and the quiet enjoyment thereof against the claims and demands of all others.

4. Temporary Construction Access Easement. Grantee, including its designees and their agents or assigns, shall have the right to use the real estate described herein and shown on Exhibit A for the construction, repair, replacement, and maintenance of the underground water main. The City agrees that any areas disturbed by the initial construction activities or any future repair, replacement or maintenance activities, shall be restored to original condition. The Temporary Construction Easement, except for the ability to do future repairs and maintenance activities, shall expire upon construction of the water main improvements as determined and accepted by the City of Bloomington.

5. Access Rights. Grantor provides to Grantee the permission and authority to: (1) enter upon such portions of the Easement Area as may be reasonably necessary for the purposes of constructing, maintaining, repairing, replacing and operating the underground water main and exercising the rights of Grantee as set forth in this easement; and (2) enter in a reasonable manner upon such portions of the property owned by the Grantor outside the Easement Area to exercise the rights and perform the obligations of the Grantee as set forth in this easement, including constructing, maintaining, repairing, replacing and operating the underground water main and exercising any other rights set forth in this easement.

6. Obstacles & Obstructions. Grantee shall have the right to clear and remove any obstacles and obstructions which will impede or interfere with Grantee's rights hereunder, including the right temporarily to open or remove and to close fences located on or across the Easement Area and adjoining area as described on Exhibit A during construction, which prevent, interfere with or hinder Grantee's use of the Easement Area and real estate described on Exhibit A. If it becomes necessary at any time for Grantee to temporarily open or remove a fence or any part thereof, or damage a fence or gate, Grantee will, at its cost, restore the same to as good or better a condition as it was prior to said access by Grantee. All trees which are cut shall be cut to ground level. The Grantee will not leave trees or brush windrowed on the Grantor's property, but trees/brush which are cut from the property to enable Grantee to make the permitted use of the Easement Area and real estate described on Exhibit A shall be completely removed from the Easement Area or real estate described on Exhibit A. Portions of the Real Estate crossing non-tillable areas which are disturbed by Grantee's use shall be reseeded to grass if applicable and appropriate. Grantee will make all reasonable efforts to ensure any debris resulting from Grantee's use of the Easement Area and real estate described on Exhibit A or work relating to the water main to which the Easement Area and real estate described on Exhibit A pertains, will be removed within 45 days, weather and landowner permitting, after Grantee's work has been concluded.

7. Compliance with Laws. All construction, maintenance, alteration, replacement, operation and repair of the Easement Area by Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively "Laws"). This easement does abrogate or supersede any applicable Laws requiring the parties to obtain

permits, licenses, inspections or approvals in order to construct, maintain, alter, replace, operate or repair the underground water main within the Easement Area as contemplated herein.

8. No Warranties; Integration. Grantee acknowledges that Grantor has not been induced in the making, execution, and delivery of this easement by any representations, statements, warranties or agreements of Grantor. This easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

9. Binding Effect. All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

10. Severability. The invalidity of any provision of this easement shall not impair the validity of any other provision. If any provision of the easement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this easement may be enforced with any such provision severed or as modified by the court.

11. Limitation. This instrument is executed and accepted with the express understanding that the Grantee is not bound to do or perform any act, or provide consideration except as herein expressly provided.

IN WITNESS WHEREOF, the undersigned Owner binds his/her heirs, executors, administrators and assigns to the grant of this Temporary Construction and Permanent Access Easement and all other terms and conditions contained herein.

DATED this _____ day of _____, 2014.

OWNER

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

ATTEST:

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

ACCEPTED AND AGREED TO:

CITY OF BLOOMINGTON

By: _____
Its City Mayor

ATTEST

By: _____
Its Clerk

EXHIBIT A

PO BOX 344
BLOOMINGTON IL 61702

208 LELAND
BLOOMINGTON IL 61701

2827 CAPODICE RD
BLOOMINGTON IL 617045622

801 S MADISON
BLOOMINGTON IL 61701

2010 FOX CREEK RD
BLOOMINGTON IL 617019530

615 W OAKLAND
BLOOMINGTON IL 61701

3280 PEACHTREE RD NE STE 2300
ATLANTA GA 303052455

801 S MADISON
BLOOMINGTON IL 61701

2002 FOX CREEK RD
BLOOMINGTON IL 617019530

2341 SPRINGFIELD RD
BLOOMINGTON IL 61701

2341 SPRINGFIELD RD
BLOOMINGTON IL 61701

6762 ALEXANDER RD
HEYWORTH IL 617458813

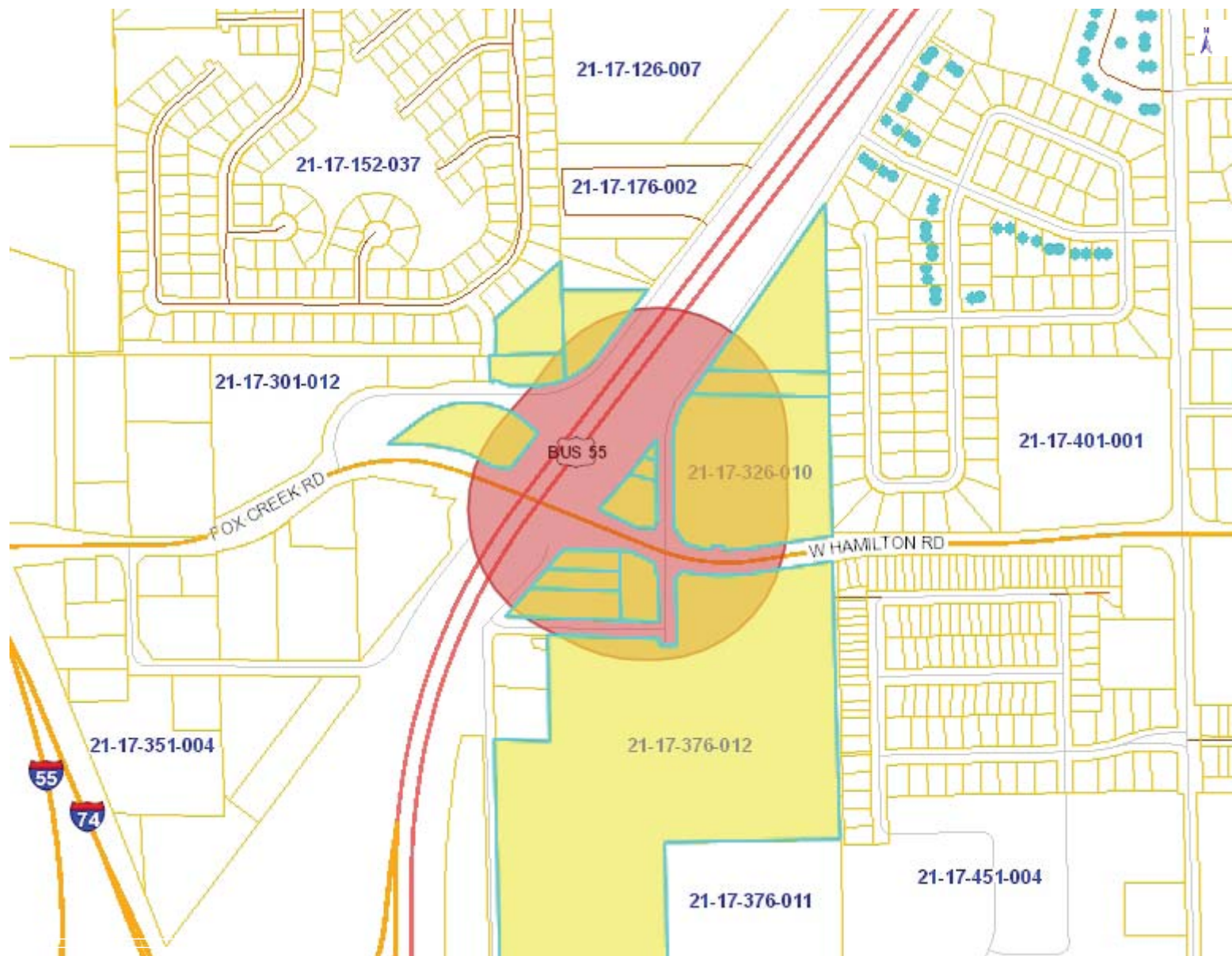
3280 PEACHTREE RD NE STE 2300
ATLANTA GA 303052455

13 THOMAS DR
NORMAL IL 617613958

3280 PEACHTREE RD NE STE 2300
ATLANTA GA 303052455

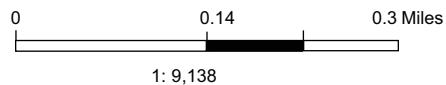


240 and 238 Greenwood Avenue



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
 - PAVED
 - UNPAVED
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County



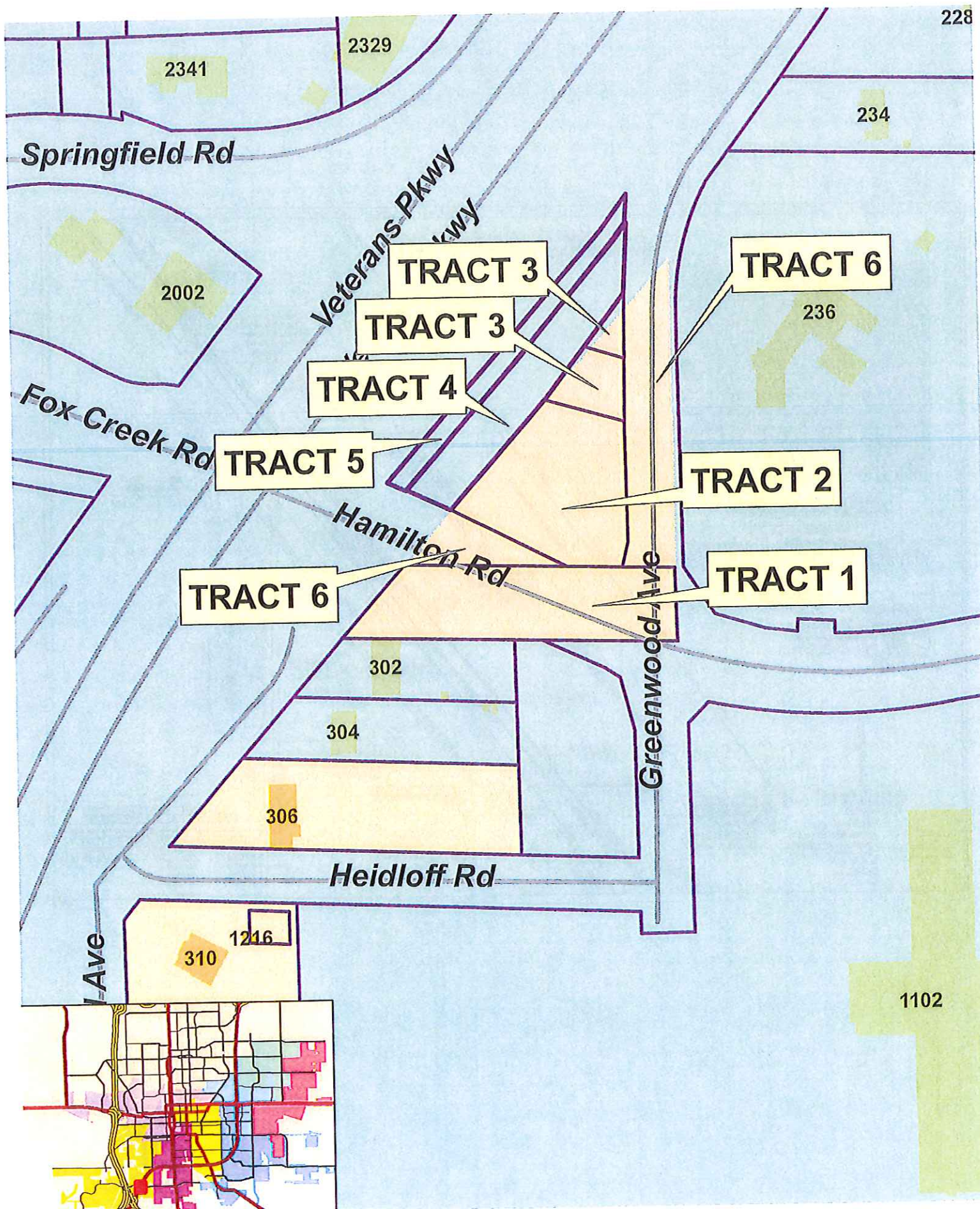
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Notes



Rave Annexation





FOR COUNCIL: April 28, 2014

SUBJECT: Petition submitted by Dennis Pulliam, requesting approval of a Special Use Permit for a Two Family Residence for the property located at 611 S. Clayton St.

(See Chapter 2. Administration, Section 18. Rules for Conduct of Meetings (e) (2) (xiv) Motion to reconsider.)

RECOMMENDATION/MOTION:

- 1.) Motion to reconsider action of April 14, 2014 Council meeting; and
- 2.) Recommend that the Special Use be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4c. Preservation of property home valuations, and 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: This item had been on the Council agenda for the meeting on April 14, 2014. Staff intended to recommend approval of the petition but mistakenly prepared a memo with a motion to deny. According to Chapter 2 of the City Code referenced above, Council may reconsider its action on a matter at the next regularly scheduled meeting following the original meeting during which the vote was taken.

The property owner had requested a Special Use Permit to allow for two (2) residential units in a building at 611 S. Clayton. The property at one time most likely had been a mercantile unit on the first floor with residential on the second floor. It was later converted to a two (2) unit building. Staff does not have the time table for this, but it was considerably many years ago. The building has been vacant and had lost its Special Use for the two (2) units. The applicant recently acquired the building and is seeking to restore both residential units.

In its evaluation of the property, staff had little recourse but to recommend denial of the request in that the lot is below the minimum lot requirement for a two (2) unit building. Also, the majority of the homes in the neighborhood are of single family construction.

The Zoning Board of Appeals (ZBA) on the other hand voted to recommend approval of the Special Use permit. This was by a vote of 7 - 0. They believed that since there was a two (2) unit residence there at one time and the building was an old store front at one time that it lends itself to the two (2) units more than a single family dwelling. The building is indeed unique to the neighborhood. In seeking to restore the two (2) residential units, the ZBA believed that the petitioner was only trying to reestablish what had been there for several years.

Accordingly, staff has no objection to the proposal.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was given for the ZBA Public Hearing. Courtesy copies of the notice were mailed to seventy-four (74) property owners within 500' of the subject property. Additionally, a public notice/identification sign was posted on the property. No one from the neighborhood appeared to speak on the petition.

FINANCIAL IMPACT: The financial impact on City revenue should slightly increase following remodeling resulting in an increased property value.

Respectfully submitted for Council consideration.

Prepared by: Frank Koehler, Interim Director - PACE

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

Legal review by: (legal fill in once reviewed – name, title)

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal Description
Attachment 2. Memo and Attachments from April 14, 2014

Motion: 1.) Motion to reconsider action of April 14, 2014 Council meeting; and 2.) Recommend that the Special Use be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

State of Illinois)
) ss.
County of McLean)

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

Now comes Dennis Pulliam, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R – 1C under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code a duplex allowed as a special use in an R – 1C, zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R – 1C zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-1C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

Dennis Pulliam

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DUPLEX
FOR PROPERTY LOCATED AT:
611 S. CLAYTON STREET**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Duplex for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Special Use Permit for a Duplex on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of April, 2014.

APPROVED this ____ day of April, 2014.

Tari Renner,
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT A

Tract No. 9: The North 46 feet of Lot 8 in the Subdivision of Lot 3 of the Assessor's Subdivision of the North East ¼ of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-09-226-019



FOR COUNCIL: April 14, 2014

SUBJECT: Petition submitted by Dennis Pulliam, requesting approval of a Special Use Permit for a Two-Family Residence for the property located at 611 S. Clayton St.

RECOMMENDATION/MOTION: That the Special Use be denied.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4c. Preservation of property home evaluations, and 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: The lot at 611 S. Clayton is substandard for the minimum lot size and width as required by the Zoning Ordinance. Occupying the site with a two-family dwelling will encourage neighborhood density and overcrowding. In turn this may weaken property values and along with being rented out will discourage residents from taking responsibility for their properties and neighborhood.

The petitioner is requesting the approval of a special use for a two-family residence. The lot is 6,725 square feet in area and 46' wide. The ordinance's standard for a two dwelling unit is a minimum of 13,200 square feet and 50' in width for the R-1C, Single-Family Residence District. Thus the lot is substandard for a two-family dwelling in this zoning district.

This case was before the Zoning Board of Appeals for a public hearing and review on March 19, 2014. The petitioner spoke in favor of the petition. He explained he has recently acquired the property which has been vacant but it had been a two (2) family residence and he wants to reestablish such. No one else from the public spoke in favor or against the petition.

Staff has evaluated the project and finds it to be an inappropriate use for the site. This is based on the lot being a substandard lot as well the fact that the overwhelming majority of the neighborhood uses are single family residences and not two units. Since the lot is smaller in size and the related issues description herein staff has felt obligated to recommend denial.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 7 - 0 condition. They felt since there was a two (2) family residence there at one time and since the building was an old store front at one time that it lends itself to a two (2) unit more than a single family dwelling. The building is indeed unique to the neighborhood. There was a two (2) family dwelling established in the building and then both units became vacant and it was sold to the current owner who is also the applicant in this case. The Board also felt in this case the applicant is only trying to reestablish what was there for several years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code

(Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to 74 property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The financial impact on the city revenues should slightly increase with some remodeling resulting in the property taxes increasing if approved but the same may occur with a denial.

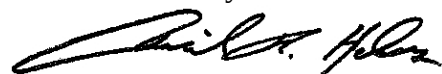
Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim PACE Director

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. ZBA Report
Attachment 3. Unapproved Minutes ZBA meeting 3/19/14
Attachment 4. Parking diagrams (2)
Attachment 5. Neighborhood Mailing List
Attachment 6. Neighborhood Mailing Map
Attachment 7. Site Map
Attachment 8. Building photo

Motion: That the Special Use be denied.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

State of Illinois)
) ss.
County of McLean)

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

Now comes Dennis Pulliam, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R – 1C under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code a duplex allowed as a special use in an R – 1C, zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R – 1C zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-1C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

Dennis Pulliam

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DUPLEX
FOR PROPERTY LOCATED AT:
611 S. CLAYTON STREET**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Duplex for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Special Use Permit for a Duplex on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____th day of April, 2014.

Tari Renner,
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT A

Tract No. 9: The North 46 feet of Lot 8 in the Subdivision of Lot 3 of the Assessor's Subdivision of the North East ¼ of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-09-226-019

REPORT

To: Zoning Board of Appeals

From: Staff

Subject: **SP-02-14** Public Hearing and Review on the petition submitted by Dennis Pulliam requesting approval of a special use permit for a two-family residence for the property located at 611 South Clayton Street. Zoned R-1C, Single-Family Residence District.

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-1C, Single-Family Residence District
South: R-1C, Single-Family Residence District
East: R-1C, Single-Family Residence District
West: R-1C, Single-Family Residence District

Adjacent Land Uses

North: Residence
South: Residence
East: Residence
West:

The Comprehensive Plan calls for the property to be low density residential.

This petitioner is seeking a special use for a two-family dwelling in an existing building. The building has been used as a two-family residence but the use has been abandoned. Staff is concerned that the small parcel is insufficient for a two-family and will result in a higher neighborhood density in the single-family zone.

Traffic and parking

The developer is complying with the required amount of parking. No parking has been proposed to be on the street although most of the rear yard will be occupied with parking. Access will be off Clayton by a one way drive with exiting by the alley.

Action by the Board of Zoning Appeals.

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the special use will be detrimental to the public health in that it will increase the neighborhood density.

2. **that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; the use will be injurious to others with a high residential density on a substandard lot and thereby diminishing the single-family character of the neighborhood.**
3. **that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district; the use will discourage single-family redevelopment in the neighborhood and encourage other two-family residences on substandard lots.**
4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided; utilities and drainage will be provided and be in compliance with city code.**
5. **that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and traffic concerns and ingress and egress will meet city standards.**
6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137) since there is an existing lot of record the minimal parcel size will not be adhered to.**

STAFF RECOMMENDATION:

Staff recommends that the Zoning Board of Appeals pass a motion recommending City Council denial of this petition in Case SP-02-14 to allow a two-family for the property located at 611 South Clayton Street.

Respectfully submitted,

Mark Woolard
City Planner

**UNAPPROVED MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, MARCH 19, 2014, 3:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE ST., BLOOMINGTON, IL**

Members present: Ms. Barbara Meek, Mr. Robert Kearney, Ms. Amelia Buragas, Mr. Dick Briggs, Mr. Bill Zimmerman, Mr. Mike Ireland, Mr. Jim Simeone

Also present: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director Planning and Code Enforcement
Mr. Michael Kimmerling, Chief - Fire Department
Mr. Jim Karch, Director of Public Works
Mr. Kevin Kothe, City Engineer

Mr. Woolard called the meeting to order at 3:00 p.m. and called the roll. A quorum was present.

The Board reviewed the minutes from February 19, 2014, and accepted the minutes as printed.

Chairman Ireland explained the meeting procedures. Mr. Woolard stated the cases had been published.

REGULAR AGENDA:

SP-02-14 Public Hearing and Review on the petition submitted by Dennis Pulliam requesting approval of a special use permit for a two-family residence for the property located at 611 S. Clayton Street. Zoned R-1C, Single-Family Residence District. (Ward 1).

Chairman Ireland introduced the case and asked for anyone who would like to speak regarding the petition. Mr. Dennis Pulliam, 613 W. Market, owner of 611 S. Clayton Street was sworn in and stated he recently purchased the property. He is requesting to keep the original two units. A photograph of the premises as it exists was presented to the board.

Mr. Pulliam described the brick structure as an old store built in the early 1900's. He stated the cleaning process had begun with plans to add new appliances, new windows and deadlocks. Mr. Briggs inquired about the realtor process. Mr. Pulliam stated the realtor advertisement portrayed a two-family dwelling. He made an offer and was told the special use had possibly lapsed.

Ms. Buragas read the intent of the R-1C Residence District and said it is to provide primarily for the establishment of areas of higher density single-family detached dwellings while recognizing the potential compatibility of two-family dwellings as special uses. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be converted from single-family to two-family residences in order to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization. Ms. Buragas stated the economic justification seemed to apply in this situation. This improvement seems to enhance the neighborhood itself. Mr. Pulliam explained most of the property improvements have been to the interior, however he plans exterior work such as landscaping and painting when the weather cooperates.

A discussion ensued regarding the property which has never been single family. Mr. Zimmerman inquired about the neighborhood density, the total possible occupancy and other multi-family

units exist in this neighborhood. Mr. Pulliam stated the total living space is 2400 square foot and at the most six people can live in the building at one time. He said a multi-family unit is adjacent to his building. Mr. Pulliam stated he plans to provide four parking spaces.

Chairman Ireland asked if anyone else would like to speak in favor of this special use petition and no one spoke. Chairman Ireland asked if anyone would like to speak in opposition of this special use petition and no one spoke.

Mr. Woolard explained staff is concerned with the substandard lot in a predominantly single family home area. There are 23 single family homes and only four other properties with higher densities. This building was originally built as a store front which was converted into a two-family residence.

Mr. Simeone stated it would appear that the city is attempting to speak for those neighbors who currently reside in the area and for those who may reside in the neighborhood in the future. Since there were no neighbors present to oppose this situation, it speaks volumes to the level of concern with regard to density. A discussion ensued regarding density, exceptions and special uses.

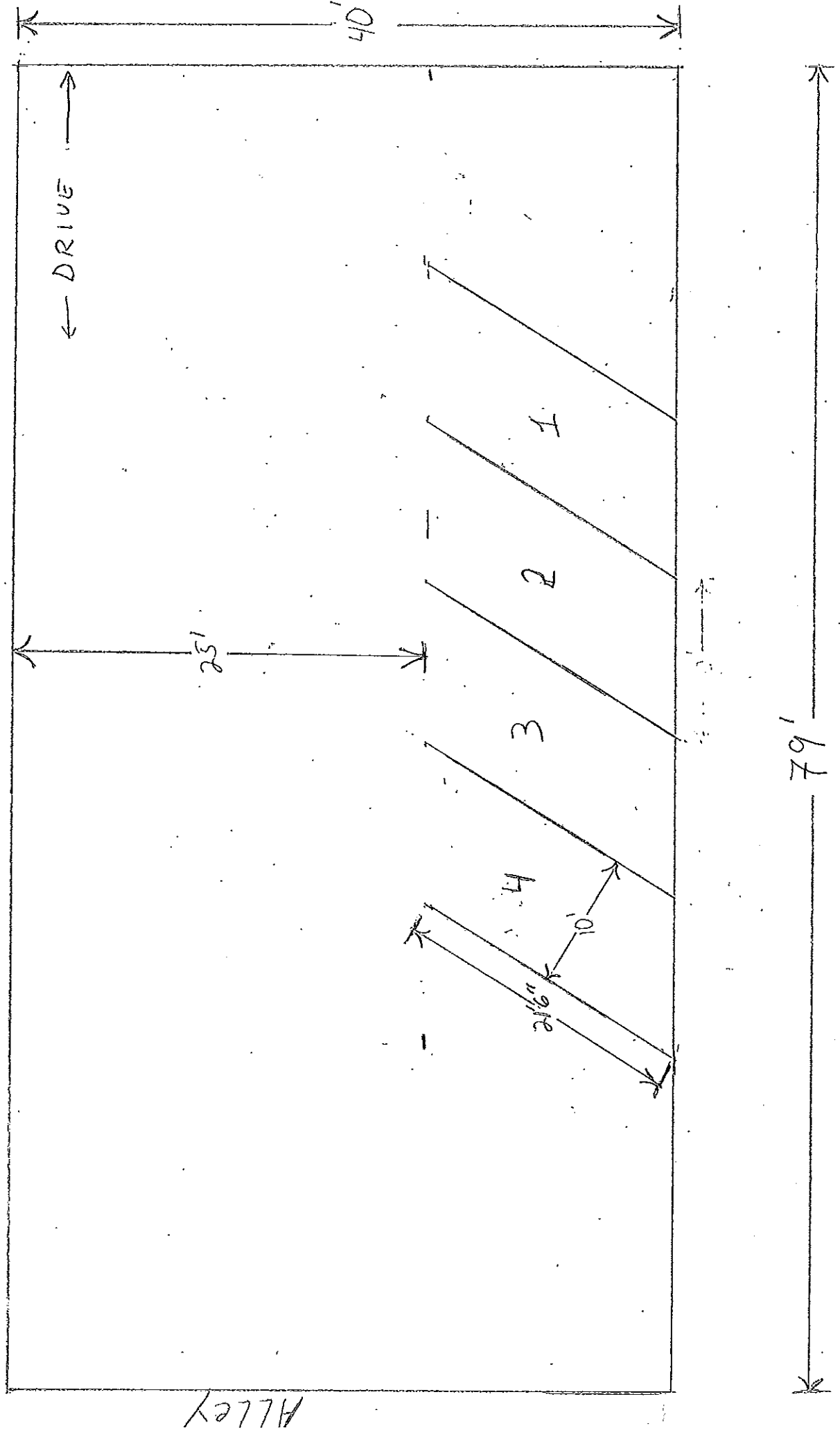
Mr. Kearney asked about the definition of abandonment with regard to a special use status. Mr. Woolard stated the ordinance has a six month period.

Ms. Buragas said the current zone of R-1C is a higher density region with single-family and two-family dwellings. This one appears to be an oddity in that a two family home is requesting to remain a two family home so there is not a conversion.

Chairman Ireland inquired if the previous owner had a special use on this property. Mr. Woolard confirmed that the special use was in place, however it's not clear on how far back that designation had lapsed. It is the abandonment issue that requires the owner to bring the building into compliance as a single-family dwelling or request a special use for a two-family dwelling.

The vote on recommending approval of special use permit SP-02-14 was approved with seven (7) voting in favor and zero (0) against with the following votes being cast on roll call: Mr. Kearney—Yes; Ms. Meek—Yes; Mr. Briggs—Yes; Ms. Buragas—Yes; Mr. Zimmerman—Yes; Mr. Simeone—Yes; Mr. Ireland—Yes.

1
N
1/8



614 E OAKLAND
BLOOMINGTON IL 61701

512 S EVANS
BLOOMINGTON IL 61701

1601 BEECH ST
NORMAL IL 617611491

613 E MILL ST
BLOOMINGTON IL 617015338

514 S CLAYTON ST
BLOOMINGTON IL 617015447

616 E OAKLAND AVE
BLOOMINGTON IL 617015357

511 1/2 S CLAYTON ST
BLOOMINGTON IL 617015446

509 S CLAYTON ST
BLOOMINGTON IL 617015446

512 S Clayton St
Bloomington IL 617015447

516 S CLAYTON ST
BLOOMINGTON IL 617015447

511 S CLAYTON ST
BLOOMINGTON IL 617015446

708 E OAKLAND AVE
BLOOMINGTON IL 617015359

611 E Mill St
Bloomington IL 617015338

704 E Oakland Ave
Bloomington IL 617015359

515 S CLAYTON ST
BLOOMINGTON IL 617015446

4438 W Castleton Rd
Peoria IL 616152824

513 S CLAYTON
BLOOMINGTON IL 61701

610 E OAKLAND AVE
BLOOMINGTON IL 61701

OF BLM LLC
PO BOX 6031
CHAMPAIGN IL 618266031

616 E OAKLAND AVE
BLOOMINGTON IL 617015357

509 WOODRIG RD
BLOOMINGTON IL 617045636

106 YORK RD
JENKINTOWN PA 190463233

501 E BELL ST
BLOOMINGTON IL 61701

27001 AGOURA RD STE 350
AGOURA HILLS CA 91301

605 E BELL ST
BLOOMINGTON IL 61701

605 BELL ST
BLOOMINGTON IL 617015350

614 S CLAYTON
BLOOMINGTON IL 61701

11764 N 2400 EAST RD
DOWNS IL 617369657

1905 HERBERT ST
BLOOMINGTON IL 617017101

501 E BELL ST
BLOOMINGTON IL 61701

102 S PRAIRIE STREET
BLOOMINGTON IL 61701

612 S CLAYTON ST
BLOOMINGTON IL 617015449

617 S CLAYTON ST
BLOOMINGTON IL 617018810

705 BELL ST
BLOOMINGTON IL 617015439

705 BELL ST
BLOOMINGTON IL 617015439

1225 SANDBURG DR
BLOOMINGTON IL 617043693

1505 ROYAL POINTE DR
BLOOMINGTON IL 617042822

701 E OAKLAND
BLOOMINGTON IL 61701

615 S CLAYTON
BLOOMINGTON IL 61701

613 S CLAYTON ST
BLOOMINGTON IL 617015448

708 E BELL
BLOOMINGTON IL 61701

607 S Clinton St
Bloomington IL 617015450

608 S CLAYTON ST
BLOOMINGTON IL 617015449

707 N LUMBER ST
BLOOMINGTON IL 61701

603 S CLINTON
BLOOMINGTON IL 61701

1927 SE 10TH ST
CAPE CORAL FL 339901857

1508 S MAIN ST
BLOOMINGTON IL 617016797

1927 SE 10TH ST
CAPE CORAL FL 339901857

607 S CLAYTON
BLOOMINGTON IL 61701

703 BELL ST
BLOOMINGTON IL 617015439

1 WOODBRIDGE BLVD
BLOOMINGTON IL 617046250

610 S CLAYTON
BLOOMINGTON IL 61701

PO BOX 594
NORMAL IL 617610594

705 S EVANS ST
BLOOMINGTON IL 617015352

6 STONEY COURT
BLOOMINGTON IL 61704

603 E OAKLAND
BLOOMINGTON IL 61701

1001 OLD FARM RD
BLOOMINGTON IL 617041273

15680 E 550 NORTH RD
HEYWORTH IL 617457516

714 S EVANS ST
BLOOMINGTON IL 617015353

707 S EVANS ST
BLOOMINGTON IL 617015352

607 E OAKLAND AVE
BLOOMINGTON IL 617015356

605 E OAKLAND AVE
BLOOMINGTON IL 617015356

714 S EVANS ST
BLOOMINGTON IL 617015353

618 S Clayton St
Bloomington IL 617015449

701 E OAKLAND AVE
BLOOMINGTON IL 617015358

701 E OAKLAND AVE
BLOOMINGTON IL 617015358

613 S CLINTON ST
BLOOMINGTON IL 617015450

709 S Evans St
Bloomington IL 617015352

720 S EVANS ST
BLOOMINGTON IL 61701

8 LOUIS DR
BLOOMINGTON IL 617017710

807 E OAKLAND AVE
BLOOMINGTON IL 617015455

1508 S MAIN ST
BLOOMINGTON IL 617016797

708 S EVANS
BLOOMINGTON IL 61701

703 S CLAYTON
BLOOMINGTON, IL 61701

809 E OAKLAND AVE
BLOOMINGTON IL 617015455

1927 SE 10TH ST
CAPE CORAL FL 339901857

1927 SE 10TH ST
CAPE CORAL FL 339901857

712 BELL ST
BLOOMINGTON IL 617015440

617 S Clinton St
Bloomington IL 617015450

1407 S EAST ST
BLOOMINGTON IL 617016769

9983 N 1250 EAST RD
SHIRLEY IL 617729583

PO BOX 3333
BLOOMINGTON IL 617023333

701 E OAKLAND
BLOOMINGTON IL 61701

603 S Clayton St
Bloomington IL 617015448

202 N Center St Fl 2
Bloomington IL 617013970

707 N LUMBER ST
BLOOMINGTON IL 61701

705 S Clayton St
Bloomington IL 617016808

604 TOMAHAWK
HEYWORTH IL 617459346

9375 REGAL CT
BLOOMINGTON IL 617056928

1611 S PROSPECT AVE
CHAMPAIGN IL 61820

616 S CLAYTON
BLOOMINGTON IL 61701

622 S CLAYTON ST
BLOOMINGTON IL 617015449

602 S CLAYTON
BLOOMINGTON IL 61701

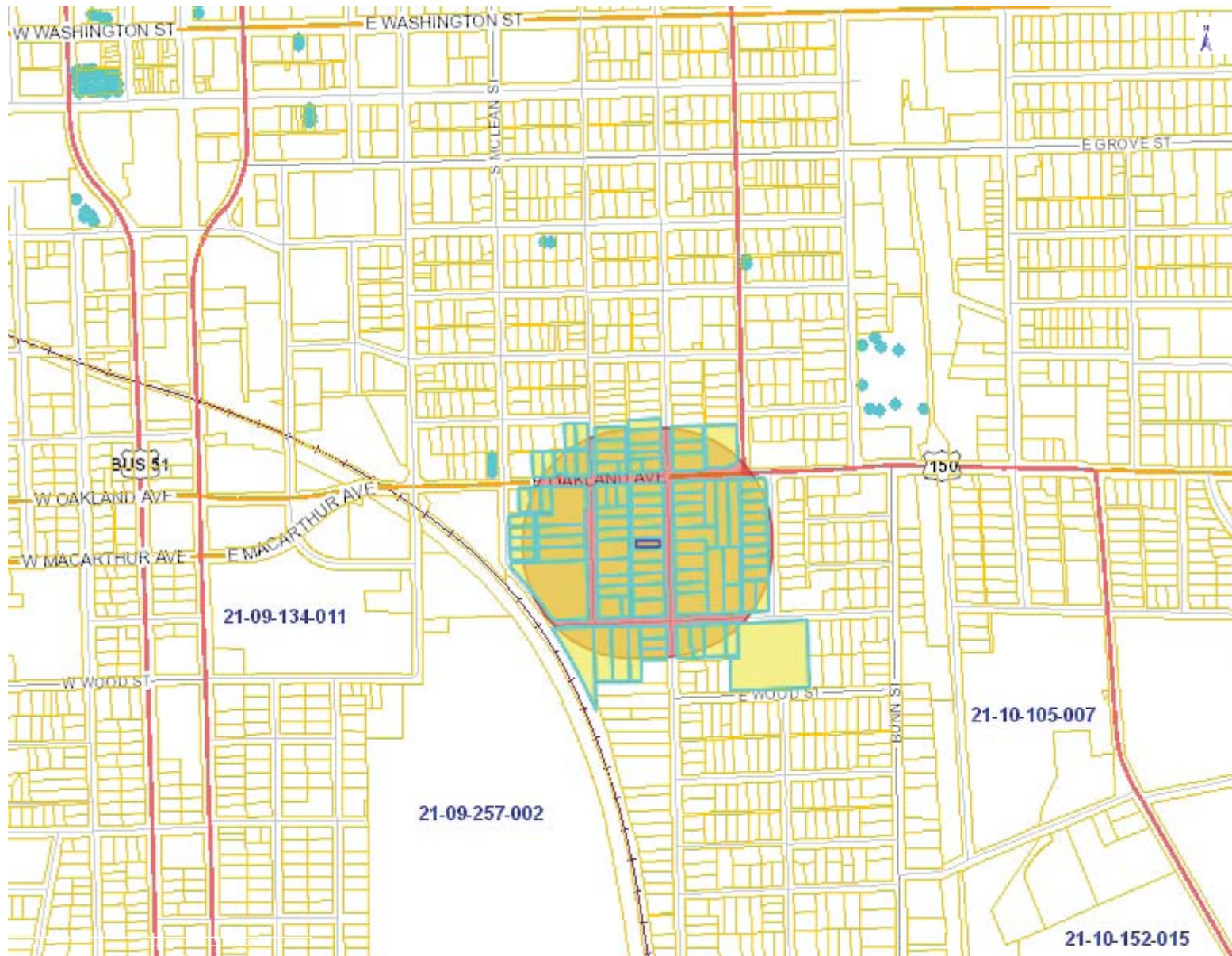
109 E OLIVE
BLOOMINGTON IL 61701

107 W MONROE ST
BLOOMINGTON IL 617013919

104 E WOOD
BLOOMINGTON IL 61701



611 S Clayton - Neighborhood Mailing



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
 - PAVED
 - UNPAVED
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County



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Notes







FOR COUNCIL: April 28, 2014

SUBJECT: Text Amendment to Chapter 7. Taxation regarding proposed increases to the following Utility Taxes: Gas, Water, Telecommunication, Electric, and Municipal Gas Use Tax

RECOMMENDATION/MOTION: That the Text Amendment be approved, the Ordinance passed, and authorize the City Manager to enter into any agreements to collect the corresponding taxes.

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. Allow the City to use the additional revenue to fund employer contributions to Police and Fire Pension Plans.

BACKGROUND: The Utility Tax ordinance revisions address four (4) separate utility components: (1) Natural Gas, (2) Electricity, (3) Telecommunications, and (4) Water. The FY 2015 City Manager Proposed Budget recommends an increase in the City's Utility Tax to the full statutory limit but this has been modified to an increase to approximately half of the full statutory limit for all utility components except Telecommunications. Telecommunications is proposed to increase to the full statutory limit. The City currently taxes utilities at half the allowable rate and half that of the Town of Normal.

The tax ordinance has been revised to reflect these tax increases and update any required legal language. The implementation of this tax will provide an increase in a recurring revenue stream of approximately \$1.7 million in year one (1), and an additional \$1.0 million in FY 2016 due to the timing of legal implementation dates. This ordinance explicitly states the increase in Utility Tax revenue be utilized for the employer contributions to fund the Police and Fire Pension Plans.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public budget discussion on the City Manager proposed budget was undertaken on February 24, March 22, April 7, April 14, and April 21, 2014.

FINANCIAL IMPACT: The City needs to create a recurring revenue stream to address the Police and Fire Pension Funding Ordinance. These increased revenues would assist in meeting most of that commitment but would not achieve the five (5) year estimated cumulative total of \$6.8 million.

Respectfully submitted for Council consideration.

Financial & budgetary review by: Carla Murillo, Budget Manager
Patti-Lynn Silva, Director of Finance

Legal review by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Exhibit 1
Attachment 3. Exhibit 2

Motion: That the Text Amendment be approved, the Ordinance passed, and authorize the City Manager to enter into any agreements to collect the corresponding taxes.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

CITY OF BLOOMINGTON, ILLINOIS

ORDINANCE NO. _____

WHEREAS, the City of Bloomington is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, regulate for the protection of the public health, safety, morals and welfare and the power to tax; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City of Bloomington to amend its ordinances regarding taxation by creating a tax on the sale, use and/or consumption of utility services and/or commodities, including water, gas, electricity and telecommunications.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois as follows:

Section One: Gas Use Tax. The City Code be and is hereby amended by repealing and replacing Chapter 39, Article XIII, in its entirety, with the new provisions described in Exhibit A to this ordinance, attached hereto and incorporated as though fully set forth herein.

Section Two: Municipal Utility Tax.

A. The City Code is hereby amended by repealing and replacing Section 36 of Chapter 39, Article IX, with the new provisions described in Exhibit B to this ordinance, attached hereto and incorporated as though fully set forth herein.

B. The City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue prior to September 20, 2014; the effective date of the Simplified Municipal Telecommunications Tax hereby assessed shall be January 1, 2015.

Section Three: **Telecommunications Tax.** By reason of the tax being repealed and rolled into the Simplified Municipal Telecommunication Tax levied under the authority of Chapter 39, Article IX of the Code, the “City of Bloomington Telecommunications Tax,” levied under Article XIV of Chapter 39 of the City Code, titled “City of Bloomington Telecommunications Tax,” is hereby repealed in its entirety and such provisions will be titled “Reserved”.

Section Four: **Electric Utility Tax.** By reason of the electric utility tax being repealed, Article II of Chapter 39 of the City Code, titled “Public Utility Tax,” is hereby repealed in its entirety and will be titled “Reserved”.

Section Five: **Electric Consumption Tax.** The City Code is hereby amended by repealing and replacing Section 46 of Article X, Chapter 39, with the new provisions described in Exhibit C to this ordinance, attached hereto and incorporated as though fully set forth herein.

Section Six: This Ordinance shall be in full force and effect, and shall be controlling, upon its passage and approval and, except as otherwise provided herein, the taxes herein levied shall apply to the first monthly bill on which the servicing utility or the City is lawfully capable of collecting such tax after adoption of this Ordinance on April 28, 2014.

Section Seven: All ordinances or parts of ordinances thereof in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

Section Eight: Any Section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining Sections or provisions which shall remain in full force and effect thereafter.

PASSED by the City Council of the City of Bloomington, Illinois, on _____,
2014.

AYES _____ NAYS _____

APPROVED AND SIGNED by the Mayor of the City of Bloomington, Illinois, on
_____, 2014.

Mayor

ATTEST:

City Clerk

City of Bloomington

EXHIBIT A
HOME RULE GAS USE TAX

CHAPTER 39: ARTICLE XIII: Home Rule Gas Use Tax

Chapter 39: Section 170: Short Title

The tax imposed by this Article shall be known as the “Municipal Gas Use Tax” and is imposed in addition to all other taxes imposed by the City of Bloomington, the State of Illinois, or any other municipal corporation or political subdivision thereof.

Chapter 39: Section 171: Definitions

For the purpose of this Article, the following definitions shall apply:

- (a) “Person” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.
- (b) “Public Utilities Act” means the Public Utilities Act as amended (220 ILCS 5/1-101 et seq.).
- (c) “Public Utility” means a public utility as defined in Section 3-105 of the Public Utilities Act.
- (d) “Retail Purchaser” means any Person who purchases natural gas in a Sale at Retail.
- (e) “Sale at Retail” means any sale of natural gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term “retailer” means any Person engaged in the business of distributing, supplying, furnishing or selling natural gas.

Chapter 39: Section 172: Tax

- (a) Except as otherwise provided by this Article, a tax is imposed on the privilege of using or consuming natural gas in the City that is purchased in a Sale at Retail at the rate of 1.9 cent(s) (\$0.019) per therm.
- (b) The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Article shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas.
- (c) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to:
 - (1) the Public Utility designated to collect the tax pursuant to Section 173 of this Article on or before the payment due date of the Public Utility's bill first reflecting the tax, or
 - (2) directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 173 or if the gas is delivered by a person other than a Public Utility so designated.
- (d) Nothing in this Article shall be construed to impose a tax upon any person, business or activity which, under the constitutions of the United States or State of Illinois, may not be made the subject of taxation by the City.
- (e) A Person who purchases natural gas for resale and therefore does not pay the tax imposed by this Article with respect to the use or consumption of the natural gas, but who later uses or consumes part or all of the natural gas, shall pay the tax directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the natural gas is used or consumed.
- (f) The tax shall apply to the first monthly bill on which the Public Utility is capable of including this tax after adoption of this Ordinance on April 28, 2014.
- (g) If it shall appear that an amount of tax has been paid which was not due under the provisions of this Article, whether as a result of mistake of fact or an error of law, then the provisions of Chapter 39, Section 307 of the City Code shall apply.
- (h) No action to recover any amount of tax due under the provisions of this Article shall be commenced after the expiration of the statute of limitations described in Chapter 39, Section 314 of the City Code.
- (i) To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Article if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's municipal utility tax, as amended from time to time, Chapter 39, Article IX

of the Code, authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

(j) The tax described in this Article shall not apply to the use or consumption of gas purchased at retail by a school district created and operating under the School Code of the State of Illinois.

Chapter 39: Section 173: Collection of tax by Public Utility.

The Mayor, City Treasurer, City Manager and City Finance Director are each authorized to enter into a contract for collection of the tax imposed by this Article with any Public Utility providing gas service in the City. The contract shall include and substantially conform with the following provisions:

- (1) the Public Utility will collect the tax from Retail Purchasers as an independent contractor;
- (2) the Public Utility will remit collected taxes to the City Treasurer no more often than once each month;
- (3) the Public Utility will be entitled to withhold from tax collections a service fee equal to 3% of the amounts collected and timely remitted to the City Treasurer;
- (4) the Public Utility shall not be responsible to the City for any tax not actually collected from a Retail Purchaser; and
- (5) such additional terms as the parties may agree upon.

Chapter 39: Section 174. Books and records.

Every taxpayer shall keep accurate books and records, including original source documents and books of entry, denoting the activities or transactions that gave rise, or may have given rise to any tax liability or exemption under this Article. All such books and records shall, at all times during business hours, be subject to and available for inspection by the City to the maximum extent permitted by law. The rates set forth in Section 173 were increased by ordinance on April 28, 2014, and the increased amount shall be designated for funding employer contributions to the Police and Fire Pension.

EXHIBIT B

CHAPTER 39, ARTICLE IX, SECTION 36

Chapter 39: Section 36:

A tax is imposed on all persons engaged in the following occupations or privileges:

(a) Originating in the City or receiving in the City intrastate or interstate telecommunications by a person under the provisions of the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1 et seq., or any successor statute, as the same may from time to time be amended, at the rate of 6% of the gross charges for such telecommunications purchased at retail from a retailer. The tax hereby imposed shall be collected from the taxpayer by a retailer maintaining a place of business in this State and shall be remitted by such retailer to the Department, all as defined by said Act. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this ordinance.

(b) Distributing, supplying, furnishing or selling gas for use or consumption within the corporate limits of the City of Bloomington, and not for resale, at the rate of 3.75% of the gross receipts, or such greater amounts as may be authorized from time to time under Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, or any successor statute, as the same may from time to time be amended.

(c) Distributing, supplying, furnishing or selling water, including the City's own municipal water system, for use or consumption within the corporate limits of the City of Bloomington, and not for resale, at the rate of 3.75% of the gross receipts, or such greater amounts as may be authorized from time to time under Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, or any successor statute, as the same may from time to time be amended; provided, however, that this tax shall not apply to any surcharge imposed upon water rates pursuant to Bloomington City Code Chapter 27, Section 44(c).

(d) The rates set forth in Subsections 36(a), (b), and (c) were increased by ordinance on April 28, 2014, and the increased amounts shall be designated for funding employer contributions to the Police and Fire Pensions.

EXHIBIT C

CHAPTER 39, ARTICLE X, SECTION 46

Chapter 39: Section 46: Tax Imposed.

(a) A tax is imposed on all persons engaged in the following occupations or privileges: The privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the municipality at the following rates, calculated on a monthly basis for each purchaser:

- (i) For the first 2,000 kilowatt-hours used or consumed in a month, 0.4439_cents per kilowatt-hour;
- (ii) For the next 48,000 kilowatt-hours used or consumed in a month, 0.2911_cents per kilowatt-hour;
- (iii) For the next 50,000 kilowatt-hours used or consumed in a month, 0.2620_cents per kilowatt-hour;
- (iv) For the next 400,000 kilowatt-hours used or consumed in a month; 0.2547_cents per kilowatt-hour;
- (v) For the next 500,000 kilowatt-hours used or consumed in a month; 0.2474 cents per kilowatt-hour;
- (vi) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.2329_cents per kilowatt-hour;
- (vii) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.2292 cents per kilowatt-hour;
- (viii) For the next 5,000,000 kilowatt-hours used or consumed in a month; 0.2256_cents per kilowatt-hour;
- (ix) For the next 10,000,000 kilowatt-hours used or consumed in a month; 0.2220 cents per kilowatt-hour; and
- (x) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month, 0.2183 cents per kilowatt-hour.

(b) The rates set forth in subsection (a) above shall be effective with respect to the use or consumption of electricity between (i) the later of this Ordinance's effective date and the first billing cycle for which the electric utility can collect such rates.

(c) The rates set forth in subsection (a) above were increased by ordinance on April 28, 2014, and these increased cents per kilowatt hour shall be designated for funding employer contributions to the Police and Fire Pensions.

Exhibit 1**FY15 CM Proposed Budget - As Revised 4-28-14**

To Achieve a Balanced Budget both Revenues and Expenditures must Equal (seen in green).

Summary - Amusement Tax/ LMFT/No Utility Tax/No Video Gaming License

General Fund Revenues as Proposed	93,825,309	*
Reduction of Sales Tax & Other Revenue Projections	(1,850,000)	
Remove: Utility Tax as Proposed at Statutory Limits	(3,000,000)	
Correction of Police Grants	53,000	
Add: Local Motor Fuel Tax	1,000,000	
Balancing: Use of Fund Balance	1,216,590	**
Revenues as Revised:	91,244,899	

General Fund Expenditures as Proposed	93,825,309	
Reduction of all New Staff (Salary & Benefits)	(1,627,479)	\$5.3 million in reductions
Reduction of Revitalizing the City Plan	(700,000)	
Additional Reductions as Directed (Goal : \$2,522,521)	(2,993,537)	
Add: FY15 Cost for RR Donnelly	56,250	\$2.7 million in restorations
Add: Restoration of Proposed Cuts	1,244,636	
Add: Four new staff positions: 3 Firefighter/Paramedics - 1 Asst. Police Chief	439,720	
Add: Street Resurfacing Program funded by Local Motor Fuel Tax	1,000,000	
Expenditures as Revised :	91,244,899	\$2.6 million in net reductions

* Amusement tax for \$1.0 million included here

** Fund Balance of \$1.2 million is needed to balance the budget.

Exhibit 2

FY15 CM Proposed Budget as Revised 4-28-14

To Achieve a Balanced Budget both Revenues and Expenditures must Equal (seen in green).

Summary - Amusement Tax & LMFT/Half Utility Tax Full Tele/No Video Gaming License

General Fund Revenues as Proposed	93,825,309	*
Reduction of Sales Tax & Other Revenue Projections	(1,850,000)	
Increase Utility Tax Half Way to Statutory Limit (Telecom to Full)	(1,258,381)	**
Correction of Police Grants	53,000	
Add: Local Motor Fuel Tax	1,000,000	
Balancing: Use of Fund Balance	0	
Revenues as Revised:	91,769,928	

General Fund Expenditures as Proposed	93,825,309	
Reduction of all New Staff (Salary & Benefits)	(1,627,479)	\$5.3 million in reductions
Reduction of Revitalizing the City Plan	(700,000)	
Additional Reductions as Directed (Goal : \$2,522,521)	(2,993,537)	
Add: FY15 Cost for RR Donnelly	56,250	\$2.7 million in restorations
Add: Restoration of Proposed Cuts	1,244,636	
Add: Four new staff positions: 3 Firefighter/Paramedics - 1 Asst. Police Chief	439,720	
Add: Street Resurfacing Program funded by Local Motor Fuel Tax	1,000,000	
Add: Restoration of Fund Balance	525,029	***
Expenditures as Revised :	91,769,928	\$2.6 million in net reductions

* Amusement tax for \$1.0 million included here

** The Utility Tax as presented in the City Manager's budget would provide \$3.0 million in revenue in year 1 if increased to the full statutory limits.

Utility tax as now proposed reduces this revenue by \$1.2 million leaving approximately \$1.7 million in revenue in year 1.

*** If budget estimates hold throughout the year a small surplus could generate; which could help to restore FY14 snow and ice overages.



MAYOR VETO MESSAGE & APPROPRIATION SUMS VETO

I, Tari Renner, Mayor of the City of Bloomington, in accordance with the Illinois Municipal Code, 65 ILCS 5/5-3-2, hereby formally provide this Veto Message to outline my disapproval of certain appropriations with Ordinance 2014-35, the Budget and Appropriation Ordinance Fiscal Year Ending April 30, 2015. My specific objection is that the City Council has approved expenditures within Ordinance 2014-35, that are to be paid for out of the general reserves, without providing a revenue stream to pay for said expenditures. I hereby veto the following specific appropriation sums, that were restored from previously proposed budget cuts, from the General Fund within Ordinance 2014-35:

Line Item Account Code No.	Item: Purpose / Use / Service	Appropriation Sums Vetoed
10011110-79110	Annual Boards & Commissions Reception	\$ 4,000
10011110-79110	MultiCultural Leadership Program	\$ 2,500
10011110-79110	Friends Forever Jewish/Arab Youth Sponsor	\$ 1,500
10015430-79130	CDBG Emergency Repairs	\$ 25,000
10015430-79010	CDBG Past Due Property Taxes	\$ 5,000
10011510-70220	Finance - Internal Audit Program	\$ 94,430
10019180-89544	Solid Waste Transfer - Drop off Facility	\$ 96,400
10019180-89544	Solid Waste Transfer - Retain Weekly Bulk Service	\$ 40,000
10016110-70632	PW Admin - Professional Development	\$ 3,224
10016120-71096	PW SM - Traffic Line Painting Program	\$ 130,000
10014110-61103	Parks Maintenance - Seasonal Salaries	\$ 200,000
10014110-71070	Parks Maintenance - Fuel	\$ 30,000
10014110-70590	Parks Maintenance - Flowers	\$ 10,000
10014110-71720	Parks Maintenance - Chemicals	\$ 30,000
10014110-71330	Parks Maintenance - Irrigation	\$ 25,000
10014120-61103	Recreation - Aquatics	\$ 5,000
10014110-70611	Recreation - Printing	\$ 6,000

Line Item Account Code No.	Item: Purpose / Use / Service	Appropriation Sums Vetoed
10014110-42000- 70640/71190	Recreation - Programs	\$ 7,000
10014125-20000- 70690/79980	BCPA - Summer Theatre	\$ 15,000
10014125-20000-71024	BCPA - Custodial Supplies	\$ 10,000
10015110-salary & benefit accts	Police - Salaries (Retain 3 officer positions)	\$ 243,000
10015110-61150	Police - Overtime - Downtown Hireback	\$ 130,000
10015110-70510	Police - Building Maintenance	\$ 8,000
10015110-70631	Police - Membership Dues	\$ 3,000
10015110-70632	Police - Professional Development	\$ 16,800
10015210-70632	Fire - Professional Development	\$ 64,501
10011610-73401/73402	Information Systems - Downtown Cameras	\$ 19,281
TOTAL		\$ 1,224,636

Dated this 28th day of April, 2014.

Tari Renner, Mayor

ORDINANCE NO. 2014 - 35

**BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR ENDING APRIL 30, 2015
CITY OF BLOOMINGTON**

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2014 and ending April 30, 2015, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, Single Family Owner Occupied Rehab (SFOOR), Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, General Bond and Interest Fund, Market Square Tax Increment Financing (TIF) Bond Redemption Fund, 2004 Coliseum Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, Capital Lease Fund, Central Bloomington TIF Fund, Pepsi Ice Center Capital Fund, Water Fund, Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, City Coliseum Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2014 and ending April 30, 2015.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2015, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2015, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City.)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular

fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section Five. Partial Invalidity. If any section, subdivision, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council of the City of Bloomington, Illinois this 21st day of April, 2014.

APPROVED by the Mayor of the City of Bloomington, Illinois this 22nd day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

CITY OF BLOOMINGTON, IL
2015 BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance FY 2013 ¹	Projected Revenues Fiscal Year FY 2014	Projected Expenditures Fiscal Year FY 2014 ²	Projected Fund Balance Ending 4/30/2014	Adopted Revenues Fiscal Year FY 2015	Adopted Expenditures Fiscal Year FY 2015	Projected Fund Balance Ending 4/30/2015	Fund Balance Percentage Change
General Fund	\$ 17,726,983	\$ 87,552,030	\$ 91,818,823	\$ 13,460,189	\$ 90,028,309	\$ 91,244,899	\$ 12,243,599	-9.04%
General Fund Total:	\$ 17,726,983	\$ 87,552,030	\$ 91,818,823	\$ 13,460,189	\$ 90,028,309	\$ 91,244,899	\$ 12,243,599	-9.04%
Special Revenue:								
Motor Fuel Tax	\$ 3,895,652	\$ 2,247,411	\$ 2,471,963	\$ 3,671,100	\$ 2,207,047	\$ 1,430,000	\$ 4,448,147	21.17%
Board of Elections	\$ 464,426	\$ 498,000	\$ 420,022	\$ 542,404	\$ 495,907	\$ 490,747	\$ 547,564	0.95%
Drug Enforcement	\$ 397,332	\$ 115,600	\$ 169,895	\$ 343,037	\$ 67,727	\$ 87,600	\$ 323,164	-5.79%
Community Development	\$ 18,017	\$ 1,055,888	\$ 1,109,963	\$ (36,058)	\$ 963,954	\$ 963,954	\$ (36,058)	0.00%
IHDA Single Family Owner Occupied Rehabilitatio	\$ (15,314)	\$ 176,003	\$ 159,610	\$ 1,079	\$ -	\$ -	\$ 1,079	0.00%
Library	\$ 3,512,788	\$ 5,398,301	\$ 5,039,296	\$ 3,871,793	\$ 5,461,310	\$ 5,258,760	\$ 4,074,343	5.23%
Park Dedication	\$ 1,040,083	\$ 67,584	\$ 273,942	\$ 833,726	\$ 22,500	\$ 100,000	\$ 756,226	-9.30%
Special Revenue Total:	\$ 9,312,984	\$ 9,558,787	\$ 9,644,692	\$ 9,227,080	\$ 9,218,445	\$ 8,331,061	\$ 10,114,464	9.62%
Debt Service:								
General Bond and Interest	\$ 8,193,955	\$ 12,503,006	\$ 13,890,992	\$ 6,805,969	\$ 5,404,120	\$ 5,941,186	\$ 6,268,903	-7.89%
Market Square TIF Bond Redemption	\$ 877,454	\$ 74,795	\$ -	\$ 952,249	\$ -	\$ 952,249	\$ 0	-100.00%
2004 Coliseum Bond Redemption	\$ 1,872,767	\$ 1,665,044	\$ 1,665,044	\$ 1,872,767	\$ 1,451,196	\$ 1,656,519	\$ 1,667,444	-10.96%
2004 Multi-Project Bond Redemption	\$ 783,501	\$ 619,500	\$ 788,800	\$ 614,201	\$ 1,231,800	\$ 777,000	\$ 1,069,001	74.05%
Debt Service Total:	\$ 11,727,677	\$ 14,862,345	\$ 16,344,836	\$ 10,245,186	\$ 8,087,116	\$ 9,326,953	\$ 9,005,349	-12.10%
Capital Projects:								
Capital Improvement	\$ 2,417,150	\$ 14,996,132	\$ 7,956,659	\$ 9,456,622	\$ 1,142,750	\$ 1,265,750	\$ 9,333,622	-1.30%
Capital Lease	\$ 3,063,420	\$ 2,673,082	\$ 5,563,091	\$ 173,411	\$ 4,239,200	\$ 4,239,200	\$ 173,411	0.00%
Central Bloomington TIF Development	\$ 55,492	\$ -	\$ 10,000	\$ 45,492	\$ -	\$ 10,000	\$ 35,492	-21.98%
Pepsi Ice Center Capital Project	\$ (8,135)	\$ 12,000	\$ -	\$ 3,865	\$ -	\$ -	\$ 3,865	0.00%
Capital Project Total:	\$ 5,527,927	\$ 17,681,213	\$ 13,529,750	\$ 9,679,389	\$ 5,381,950	\$ 5,514,950	\$ 9,546,389	-1.37%
Enterprise:								
Water	\$ 22,095,103	\$ 18,079,357	\$ 18,734,075	\$ 21,440,384	\$ 19,294,000	\$ 25,904,734	\$ 14,829,650	-30.83%
Sewer	\$ 1,052,316	\$ 6,487,710	\$ 4,983,109	\$ 2,556,916	\$ 6,502,106	\$ 7,016,626	\$ 2,042,396	-20.12%
Storm Water	\$ 477,356	\$ 3,657,296	\$ 3,373,036	\$ 761,615	\$ 3,946,463	\$ 4,353,518	\$ 354,561	-53.45%
Solid Waste	\$ 429,393	\$ 6,444,545	\$ 7,656,677	\$ (782,738)	\$ 7,308,000	\$ 7,682,490	\$ (1,157,228)	-47.84%
Abraham Lincoln Parking Deck	\$ (93,692)	\$ 589,970	\$ 398,575	\$ 97,703	\$ 496,000	\$ 409,237	\$ 184,466	88.80%
Golf Courses	\$ (109,459)	\$ 2,948,763	\$ 2,788,201	\$ 51,103	\$ 2,877,700	\$ 3,036,771	\$ (107,968)	-311.28%
US Cellular Coliseum	\$ (2,368,841)	\$ 4,579,831	\$ 1,960,990	\$ 250,000	\$ 1,527,286	\$ 1,527,286	\$ 249,999	0.00%
Enterprise Total:	\$ 21,482,175	\$ 42,787,471	\$ 39,894,663	\$ 24,374,984	\$ 41,951,555	\$ 49,930,662	\$ 16,395,877	-32.73%
Internal Service Fund:								
Casualty Insurance	\$ 3,253,746	\$ 2,403,408	\$ 2,772,025	\$ 2,885,129	\$ 3,323,000	\$ 3,380,000	\$ 2,828,129	-1.98%
Employee Group Healthcare	\$ 1,204,981	\$ 8,844,771	\$ 8,666,715	\$ 1,383,037	\$ 9,891,098	\$ 9,799,682	\$ 1,474,453	6.61%
Employee Retiree Group Healthcare	\$ (157,246)	\$ 1,806,858	\$ 1,629,619	\$ 19,993	\$ 1,410,554	\$ 1,411,754	\$ 18,793	-6.00%
Internal Service Fund Total:	\$ 4,301,480	\$ 13,055,037	\$ 13,068,359	\$ 4,288,159	\$ 14,624,652	\$ 14,591,436	\$ 4,321,375	0.77%
Fiduciary:								
JM Scott Total:	\$ 224,416	\$ 651,700	\$ 391,817	\$ 484,299	\$ 501,000	\$ 486,432	\$ 498,868	3.01%
Fiduciary Fund Total:	\$ 224,416	\$ 651,700	\$ 391,817	\$ 484,299	\$ 501,000	\$ 486,432	\$ 498,868	3.01%
Total:	\$ 70,303,642	\$ 186,148,584	\$ 184,692,940	\$ 71,759,286	\$ 169,793,027	\$ 179,426,393	\$ 62,125,920	-13.42%

- 1** Budgetary Fund Balance is almost a cash balance but does account for the timing of short term receivables and payables.
- 2** May includes both current year budgeted expenditures and prior year expenditures related to carryforward encumbrances.
- A** City Council raised Solid Waste fees in late FY14 on a phased in basis; this fund is projected to be positive in FY17.
- B** A fiscal year end budget amendment will be proposed to eliminate the negative fund balance.
- C** Timing difference in grant proceeds.
- Z** The difference between proposed revenues and expenditures is a planned use of fund balance reserves.
- Locust Colton CSO Phase 2 is budgeted on an accrual basis.
- General Fund revenue now represents a \$1.0M in amusement tax, \$1.0M in LMFT and all estimates for increases in Utility Tax has been removed.



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 28, 2014

ADDITION TO CONSENT AGENDA

- Item 7A. Council Proceedings of April 14, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of April 14, 2014 be dispensed with and the minutes approved as printed.) *Attachment.*
- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*
- Item 7M. McLean County Animal Shelter Agreement. (Recommend that the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.) *City Council Memorandum and attachment.*
- Item 7N. Animal Control Warden Services Agreement. (Recommend that the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.) *City Council Memorandum and attachment.*
- Item 7O. Assignment of Hockey License Agreement. (Recommend that the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.) *City Council Memorandum and attachment.*
- Item 7W. Analysis of Bids and Approval of Contract for the Water Infrastructure Replacement in the Parkview Area - Phase III and the Parmon Rd. Area - Phase I. (Recommend that the base bid price of \$416,932 for the Parkview Area - Phase III water infrastructure improvements and \$431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of \$848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.) *City Council Memorandum and attachments.*

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:01 p.m., Monday, April 14, 2014.

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

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Mboka Mwilambwe, Kevin Lower, Joni Painter, Karen Schmidt and Mayor Tari Renner.

Aldermen Absent: David Sage, Robert Fazzini, Scott Black and Jim Fruin.

City Manager David Hales, City Clerk Tracey Covert, and Interim Corporate Counsel Jeff Jurgens were also present.

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He addressed the Council agenda and the bundling of items. He noted that CSH International, Inc. also operated golf courses. He suggested that the City propose to agree to Hockey License Agreement if CSH agreed to operate the City's golf courses.

He presented the Mayor with a decorative flamingo instead of a flamingo exhibit at the Miller Park Zoo.

Bruce Meeks, 1402 Wright, addressed the Council. He questioned the Public Hearing on the proposed FY 2015 Budget. He did not believe that things matched. He questioned if the Council planned to vote on this item at this evening's meeting. He did believe that the Council could vote on this item this evening as the budget was not finalized. He stated his intention to seek litigation.

He expressed his support for the TIGER 2014 Discretionary Grant. He added his opposition to the Amendment to the US Cellular Coliseum (USCC) Development & Management Agreement with Central IL Arena Management, the termination of the Hockey License Agreement at the USCC with IL ProSports, LLC and the Hockey License Agreement with CSH International, Inc.

Alton Franklin, 508 Patterson Dr., addressed the Council. He planned to address a number of items. He had the opportunity to speak with Tina Salamone, Bloomington Center for the Performing Arts (BCPA) TITLE. Ms. Salamone was a fellow of the arts. She included business elements in her plans. He found the dollars invested in the BCPA disturbing. He noted that there was a borderline between needs and wants. He was pleased with the time spent with Ms. Salamone.

He cited the results of the April primary election. He believed that the citizens had stated that they wanted government to stay out of their pockets. He also did not believe that the public understood the referendum regarding the Council's make up. Citizens wanted personal representation. The populace was waking up and was starting to make choices.

He appreciated the opportunity to address the Council.

Carl Woodward, 1701 Clearwater Ave., addressed the Council. He expressed his opinion that the Council was unprofessional. He found them laughable. The City needed revenue to fund pensions, health insurance and infrastructure. He believed the debt was \$300 million. He believed that the proposed budget was short between \$7 - \$15 million. The proposed budget did not address infrastructure and/or pensions. The Council should feel ashamed. He believed the Council was clueless. The only two (2) Aldermen who understood finances were Aldermen Stearns and Fazzini. He invited the Council to contact him. He supported the City's recent \$10 million bond issue for streets. The Council needed to increase Utility Taxes to address the outstanding pension funding. He restated his belief that the City's debt was \$300 million. He questioned the Council's plan to address same. The Council needed to stop kicking the can down the road.

Marty Seigel, 615 E. Chestnut St., addressed the Council. She addressed the liquor license for Price Rite Food Mart located at 706 N. Clinton. The Council memorandum stated that this application was for a new liquor license. She noted that only three (3) Liquor Commissioners were present at the meeting. The Council memorandum claimed that 189 courtesy notices had been mailed. She had not received a notice. She realized that this item was on the Council agenda on Friday, April XX, 2014. It appeared that the Commission decided that it was a better risk to issue a liquor license. She believed that a church had abandoned its property due to this store and its customers. She had visited the Township Assessor's website. The Samhans had owned this property for over ten (10) years. A liquor license was a privilege. She requested that this item be removed from the Consent Agenda.

The following was presented:

SUBJECT: Proclamation of April 22, 2014 as Earth Day 2014 and April 2014 as Jazz Appreciation Month

RECOMMENDATION: That the proclamation be made a matter of record.

BACKGROUND: The proclamation will be presented:

1. Declaring April 22, 2014 as Earth Day 2014; and
2. Declaring April 2014 as Jazz Appreciation Month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Mayor Renner read the Earth Day and Jazz Appreciation Month Proclamations.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Proclamation be made a matter of record.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of March 24, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of March 24, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of March 24, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the reading of the minutes of the previous Council Proceedings of March 24, 2014 be dispensed with and the minutes approved as printed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on April 10, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That the Appointments and Reappointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: I ask your concurrence in the reappointment of:

- Japanese Sister City Committee: Rich Strle of 2903 Hendrix, 61701. His three (3) year term will expire 4/30/2015 (term expired 4/30/2012).
- Board of Fire & Police Commissioners: Delos “Dean” Messinger of 2107 Hackberry Rd., 61704. His three (3) year term will expire 4/30/2017; and
- William Charles Witte of 33 Monarch Dr., 61704. His three (3) year term will expire 4/30/2017; and
- John Keith Rich of 32 Chiswick Circle, 61704. His three (3) year term will expire 4/30/2017.
- Library Board of Trustees: Brittany Cornell of 2605 Binghamton, 61704. Her three (3) year term will expire 4/30/2017.

I ask your concurrence in the appointment of:

- Board of Fire & Police Commissioners: David Penn of 207 Willard Ave., 61701. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Planning Commission: Kevin Suess of 113 Kreitzer, 61701. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Cultural District Commission: David Hauman of 48 Kenfield Circle, 61704. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Historic Preservation Commission: Levi Sturgeon of 1008 Old Farm Rd., 61704. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Human Relations Commission: Dontae Latson of 213 E Front St., #5, 61701. His three (3) year term will be 5/1/2014 - 4/30/2017; and
- Gary Hoover of 2610 #2 Rainbow Ave., 61704. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Japanese Sister City Committee: Steven Campbell of 10 Marvin Gardens, 61701. His three (3) year term will be 5/1/2014 – 4/30/2017; and
- Robert Harrison of 2810 Greenfield Rd., 61704. His three (3) year term will be 5/1/2014 – 4/30/2017.
- Library Board of Trustees: Whitney Thomas of 1404 W. Elm St., 61701. Her three (3) year term will be 5/1/2014 – 4/30/2017; and

- Monica Brigham of 315 Reeveston Dr., 61705. Her three (3) year term will be 5/1/2014 – 4/30/2017; and

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Tari Renner
Mayor

Mayor Renner introduced the following individuals who were present at this evening's meeting: Steven Campbell, Brittany Cornell, Whitney Thomas, Monica Brigham, Kevin Suess, David Haumann and Dontae Latson.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Appointments and Reappointments be approved.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage

RECOMMENDATION/MOTION: That the payment to Arthur J. Gallagher, Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2014 through April 30, 2015 be approved, in the amount of \$776,898.

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: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. On April 22, 2013, Council approved AJG to continue to serve as its broker until April 30, 2016 with a three (3) year renewable contract. AJG is responsible for analyzing the insurance market and purchasing the City's Property, Liability, Excess Liability, Cyber, and Excess Worker's Compensation Insurance.

Arthur J. Gallagher submitted their 2014 insurance renewal cost that shows an increase cost of \$50,000. Mike Nugent, the City's Insurance Consultant, was able to negotiate those costs down by five percent (5%) or \$40,000, which is slightly less than our November 2013 projections.

Summary of 2014 Insurance Renewal Cost Results:

- Property Insurance premium increased \$7,000. Due to facility locations that they felt were underinsured. City reported values are now at \$15,000,000.
- Excess Worker's Compensation premium increased by \$27,000. This increase is due to Illinois Worker's Compensation Laws being a challenge and that Safety National Insurance is the sole competitive provider for this type of coverage.
- Cyber coverage premium increased by ten percent (10%). Mr. Nugent will assist the City going forward to be more competitive by gathering additional information to secure alternatives.
- Total Cost for the City's 2014 Insurance Premiums will be \$776,898. This cost does include Gallagher's Broker Fee in the amount of \$38,625.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The payment for \$776,898 will be encumbered after May 1, 2014 contingent upon Council approval of the Arthur Gallagher Insurance Coverage and Insurance Broker Services being included in the FY 2015 Proposed Budget. Funds were proposed in line items 6015015 - 70702 (Workers Compensation Premiums), 60150150 - 70703 (Liability Premiums), 6015150 - 70704 (Property Premiums) and 60150150 - 70220 (Other Professional Services). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 176.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the payment to Arthur J. Gallagher, Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2014 through April 30, 2015 be approved, in the amount of \$776,898.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: A Resolution Authorizing a Service Agreement with the Lowest Responsible Bidder for supply of Electricity/Natural Gas for City Municipal Facilities not Covered by the Municipal Electric Aggregation Program and Designating the City Manager the Authority to Approve Electricity/Natural Gas Supplier

RECOMMENDATION/MOTION: That the Resolution be adopted.

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: On February 10, 2014, Council approved Stone River Group to obtain electricity and natural gas pricing for a three (3) year period for the following city facilities that use more than 15,000 kWh per year:

- Water Treatment Plant
- Water Pumping Stations
- Police Department
- Center for Performing Arts
- Creativity Center
- Public Library
- City Hall
- Fire Stations

The City's remaining facilities are covered under the City's Municipal Aggregation Program that was approved on May 13, 2013.

Following adoption of the resolution, Stone River Group would be able to obtain the lowest cost pricing for electricity and gas for a determined amount of time and would be able to lock in those prices immediately and provide the Service Agreement for the City Manager's signature.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Prior Council approval on February 10, 2014 in the best interest of the taxpayer.

FINANCIAL IMPACT: Stone River Group will be paid .0015 Kwh of the electric rate and .02 per therm for natural gas. These fees will be paid by the retail electric provider and/or natural gas supplier. As approved by the Council on February 10, 2014.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2104 - 14

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF BLOOMINGTON TO APPROVE ELECTRIC AND NATURAL GAS SUPPLIER FOR CITY FACILITIES

WHEREAS, the City of Bloomington has previously entered into a "Letter of Understanding with Stone River Group; and

WHEREAS, Stone River Group serves as the City's Consultant to obtain electricity and natural gas pricing for a three year period

WHEREAS, Stone River is not authorized to sign on the City's behalf any agreement and/or contract

WHEREAS, it is in the best interest of the tax payer that City Manager of the City of Bloomington be authorized to sign the lowest vendor bid service agreement for Electric and Natural Gas Contract

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

SECTION ONE: The City Manager of the City of Bloomington, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Bloomington, Illinois, be and the same is hereby authorized to attest to said execution of a service agreement with the lowest responsible bidder for the supply of electricity/natural gas for City Municipal facilities, said execution and attestation to take place within the applicable time constraints required by the bidder.

SECTION TWO: This Resolution shall be effective immediately and shall remain in effect until the selection process has been completed and contract signed by the City Manager of the City of Bloomington.

ADOPTED this 14th day of April, 2014

APPROVED this 15th day of April, 2014

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Resolution be adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Ammunition for the Police Department

RECOMMENDATION/MOTION: That Council retroactively authorize the purchase of handgun/rifle ammunition from Ray O'Herron Co., Inc., Danville, IL, using the State of Illinois Joint Purchasing Contract, in the amount of \$44,432, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: Ammunition of the caliber needed by the City is scarce and must be ordered nine to twelve (9 - 12) months in advance of the need. An excerpt from the State Joint Bid contract #4017592 states, "Note: State bid ammunition may take 9 - 12 months to receive and it is shipped free from Winchester." State Joint Bid offers the ammunition the Police Department requires at a greatly discounted rate. Police placed an order with the State Joint Bid contract in early March, assuming there would be plenty of time to seek Council approval for such purchase. Two (2) weeks after said order was placed, the rifle ammunition was delivered. The handgun ammunition was delivered on April 3. Police recognizes that a Council Memo should have been prepared and approved prior to placing an order of this magnitude but thought there was ample time to process the memo before the order would be processed.

The per case cost for the rifle ammunition is less than originally anticipated, representing a sixteen percent (16%) savings off the already discounted price and no additional cost for shipping. The handgun ammunition on this contract is between twenty percent (20%) less for 9mm and thirty percent (30%) less for .40 caliber than open market discounters.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The purchase of the ammunition is budgeted in Police - Other Supplies (10015110 - 71190). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that Council retroactively authorize the purchase of handgun/rifle ammunition from Ray O'Herron Co., Inc., Danville, IL, using the State of Illinois Joint Purchasing Contract, in the amount of \$44,432, and the Procurement Manager be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Towing 10,000 Gross Vehicle Weight (GVW) and Under

RECOMMENDATION/MOTION: Recommend that the Towing Bid for 10,000 GVW and Under be awarded to Joe's Towing and Recovery for the period of three (3) years commencing May 1, 2014.

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

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

Adequate resources must be provided to the City in a cost effective manner in order to fulfill the goal of being financially sound while providing services in a cost effective manner. This contract fulfills the goal by allowing the City to obtain a majority of needed services at little or no cost to the City.

BACKGROUND: Prior to 2014, the Towing Bid for 10,000 GVW and Under was administered by the Public Works Department. Beginning in 2014, the Police Department administered the bid.

The existing five (5) year contract with Joe's Towing & Recovery was renewable on an annual basis and will expire on April 30, 2014. Therefore, bids were sought for a new agreement. Joe's Towing and Recovery provided the sole bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff held an informational meeting with tow vendors on February 12, 2014. Fourteen (14) tow vendors were invited, but only representatives from four (4) vendors were present. Concerns raised by council members in March 2013, along with some concerns of the vendors present in this February meeting were discussed including:

- 1) When does the storage fee begin? (this had been remedied previously by assessing after the first 24 hours)
- 2) Concerns regarding cost parity between privately initiated tows and city initiated tows.
 - a. Representatives of the tow vendors all agreed the difference in cost is necessary to offset costs associated with providing the level of service specified in the bid (fleet size, room for storage, priority response etc.), the initial costs of the referral fee, and the absence of revenue resulting from providing nearly all tow related, (tow, tire change, jump starting, etc.), services for city vehicles at no charge. All vendors present noted there would be disparity in costs, and expressed no interest in having rate amounts provided to them by the city.
 - b. Same above reasons provided for storage cost disparity.
 - c. City receives all proceeds from sale of unclaimed automobiles. The tow vendor is not compensated for the tow and storage of these automobiles prior to the sale. Average proceeds to city are approximately \$100,000 annually from these sales.
 - d. 2013 comparison to other municipalities contracting tow services charges to citizens are similar.
 - e. Expense of the referral fee has an impact on costs as well (With this as a consideration, the referral fee was reduced from \$47,000/year to \$23,725/year, Joe's Towing and Recovery bid \$28,835/year for this new contract.) The extent of the referral will be to advise a motorist that the City uses Joes Towing & Recovery, but the motorist is free to use any towing company of their choice.
 - f. Tow vendor is not compensated for costs incurred when waiving fees, for not guilty verdicts, or when charges are dismissed.
 - g. Police receive priority service for all calls, significantly expediting service and avoiding hazardous delays.
 - h. The level of influence a government body can exert over towing rates is regulated by law. Should the city choose to dictate rates for some services, unintended consequences could likely result in higher costs for the City.

A second pre-bid meeting was publicized and held on March 10, 2014 and of the fourteen (14) vendors invited, only two (2) attended. No new issues were discussed.

FINANCIAL IMPACT: The term for renewal is three (3) years, which begins May 1, 2014 and ends April 30, 2017, with an option of renewing for an additional two (2) years, one (1) year at a time. The contract specifications require no charge to the City for specific tow services which include:

Description of Service provided at no charge to City of Bloomington	Amount
• Towing of City owned cars and equipment under 10,000 GVW	No Charge
• Towing of other cars and equipment	No Charge

- Tire changes No Charge
- Abandoned and Impounded vehicle storage charges to the City No Charge
- Power Starting or Jump Starting of City owned vehicles No Charge
- Vehicles for training purposes (one-time fee per year) No Charge

Additionally, the bid included specific services the vendor would provide to the City and designates set amounts the City would be charged for these services. The list of tow services provided that require City reimbursement include:

Description of Service	Amount
Winching	\$50.00
Outside City Mileage Rate	\$3.00/mile
Transport/tow vehicles to and from the BPD Range (round trip)	\$50.00
Relocation of other cars and equipment	\$50.00

As a condition of the contract, Joe's Towing & Recovery is required to pay the city an annual referral fee for the receipt of tow referrals from the Police Department. This tow referral includes tows from accident scenes and Police Department arrests which require the vehicle to be towed. This revenue is accounted for in Non-Departmental - Other Miscellaneous Revenue (10010010 - 57990) and the vendor will issue a payment to the City upon the issuance of a purchase order by the City.

Respectfully submitted for Council consideration.

Prepared by: Kenneth A. Bays, Asst. Chief of Police

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Towing Bid for 10,000 GVW and Under be awarded to Joe's Towing and Recovery for the period of three (3) years commencing May 1, 2014.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Street and Park Trees

RECOMMENDATION/MOTION: That the purchase of 186 trees from John Deere Landscape, 140 trees from Schichtels Nursery Inc. and twenty-one (21) trees from Green Glen Nursery Inc. be approved, in a total amount of \$34,701, and the Procurement Manager be authorized to issue a Purchase Orders.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 4d. Improved neighborhood infrastructure; and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: The Park Maintenance Forestry division plants replacement trees each spring and fall on a typical one (1) for one (1) basis. The trees replanted are based upon the trees that are removed throughout the year for health and/or safety reasons. If one (1) tree is removed, one (1) tree is replanted. The number of trees is a combination of street trees, ash tree removal replacement trees and some park trees. Each year the Forestry division removes around 300-350 trees in a typical year. This year that number will increase due to Emerald Ash Borer damage. The Forestry staff has removed 219 Ash trees since October 1, 2013. The Forestry staff will begin planting in mid to late April and finish by June 1, 2014. This is the recognized time in the industry for optimal planting success with these species of trees.

Proposals on twenty-two (22) different tree species were received on March 25, 2014 from three (3) Nurseries:

Common Name	Green Glen Joliet, IL	John Deere Northern, IL	Schichtels Springville, NY	QTY	Cost per species
Autumn Blaze Maple	n/a	\$112	\$69*	5	\$345
Gr Mt Sugar Maple	n/a	\$112	\$69*	15	\$1035
Royal Red Norway Maple	n/a	\$112	\$60*	2	\$120
Silver Linden	n/a	\$112*	n/a	10	\$1120
Ivory Silk Lilac	n/a	\$112	\$71*	40	\$2840
New Horizon Elm	n/a	\$112*	n/a	15	\$1680
Triumph Elm	n/a	\$112*	n/a	15	\$1680
Aut. Gold Ginko	\$145	\$162	\$92*	5	\$460
Shawnee Brave Bald	n/a	\$125*	n/a	10	\$1250

Common Name	Green Glen Joliet, IL	John Deere Northern, IL	Schichtels Springville, NY	QTY	Cost per species
Cypress					
Red Sunset Red Maple	\$125	\$112*	n/a	50	\$5600
White Oak	n/a	\$143	\$105*	35	\$3675
Red Oak	n/a	\$112	\$81*	35	\$2835
Chinkapin Oak	n/a	\$125*	n/a	25	\$3125
Swamp White Oak	n/a	\$112*	n/a	30	\$3360
Canada Red Chokecherry	\$85*	\$93	n/a	20	\$1700
Accolade Elm	n/a	\$112*	n/a	15	\$1680
Hedge Maple	n/a	\$112*	n/a	10	\$1120
Thornless Cockspur Hawthorn	\$95*	\$112	n/a	1	\$95
Spring Snow Crab	n/a	\$99	\$68*	1	\$68
Kentucky Coffeetree	n/a	\$125	\$79*	2	\$158
Hackberry	n/a	\$112*	n/a	5	\$560
Ivory Silk Lilac	n/a	\$195*	n/a	1	\$195
TOTAL COST					\$34,701

* - Lowest and recommended price per tree

Recommended order breakdown listed by Vendor

Name	Location	Trees	Price
John Deere Landscapes	1385 East 36th St. Cleveland, OH 4414	186	\$21,370
Schichtels Nursery Inc.	7420 Peters Rd., Springville, NY 14141	140	\$11,536
Green Glen Nursery	2413 Laraway Rd., Joliet IL, 60433	21	\$1,795
Total		347	\$34,701

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Schichtels Nursery Inc., John Deere Landscaping, Green Glen Nursery Inc., Corporation Council, and Procurement Manager.

FINANCIAL IMPACT: The total purchase price is \$34,701 of which \$10,000 is budgeted in Park Maintenance – Other Supplies (10014110 - 71190) and the remaining \$24,701 is budgeted in Capital Improvement – Other Miscellaneous (40100100 - 79990). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund on page 208 and in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on pages 106 and 314.

Respectfully submitted for Council consideration.

Prepared by: Robert A. Moews, Superintendent of Park Maintenance

Reviewed by: John R. Kennedy, Director of Parks, Rec. & Cultural Arts

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the purchase of 186 trees from John Deere Landscape, 140 trees from Schichtels Nursery Inc. and twenty-one (21) trees from Green Glen Nursery Inc. be approved, for a total amount of \$34,701, and the Procurement Manager be authorized to issue a Purchase Orders.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Request for Proposals (RFP) for Conservation of the Civil War Monument, a/k/a Soldiers and Sailors Monument

RECOMMENDATION/MOTION: That the RFP for Conservation of the Civil War Monument, a/k/a Soldiers and Sailors Monument be awarded to Joseph Gnazzo Company Inc., in the amount of \$48,300, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City;

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 4d. Improved neighborhood infrastructure; and 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Civil War Monument, a/k/a Soldiers and Sailors Monument was dedicated on Memorial Day, May 30, 1913. The towering monument includes eight (8) bronze tablets with the names of 6,053 local residents who fought in the American Revolution, War of 1812, Black Hawk War, Mexican War, Civil War and Spanish-American War.

The monument stands 78' tall from the grade line. The base measure 35' square and is bisected by four (4) sidewalks or approaches, each framed by an arch 11½' tall and 6' wide. Topping the monument is 32½' long shaft, a fluted Tuscan column 4' at the base and 3' at the top, weighing about 36 tons.

Today the 101 year old monument is showing some wear and tear. There is some soiling and staining that needs to be removed from the granite. The mortar joints need to be cleaned and repointed. Some of the skyward facing mortar joints need to have a new lead cap installed and resealed. There are eighteen (18) different locations that new granite needs to be installed and carved to its original profile - this process is called a Dutchman. Lastly the scaling of the granite underneath the arches needs to be chiseled back to its original profile.

Proposals were received on March 25, 2014 from three conservators:

Name	Location	Proposal Price
Joseph Gnazzo Company	1053 Buckley Highway Union, CT 06076	*\$48,300
Architectural Preservation Services	2100 Gable Avenue Baltimore, MD 20814	\$91,330
Conservation of Sculpture and Objects Studio Inc.	900 S. Des Plaines Ave. Forrest Park, IL 60130	\$307,970

* - Low and recommended bid

The Joseph Gnazzo Company has come highly recommended. Some of their conservation work includes: Harvard Hall on the campus of Harvard University, Maine State House in Augusta, Maine, The Bunker Hill Monument, and the Fort Jefferson National Monument. The Gnazzo Company has been on site to inspect the Civil War Monument.

Staff is unsure of the reasons behind such a wide discrepancy in bid prices, however, staff is confident the Joseph Gnazzo Company will provide a good end result for this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Joseph Gnazzo Company Inc., and Procurement Manager

FINANCIAL IMPACT: The total cost for the restoration of the Civil War Monument is \$48,300 which has been budgeted in Park Maintenance – Other Purchased Services (10014110 - 70690). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund on page 207.

Respectfully submitted for Council consideration.

Prepared by: Robert A. Moews, Superintendent of Park Maintenance

Reviewed by: John R. Kennedy, Director of Parks, Rec. & Cultural Arts

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the RPF for Conservation of the Civil War/Soldiers and Sailors Monument be awarded to Joseph Gnazzo Company Inc., Union, CT, in the amount of \$48,300, and the Procurement Manager be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for Proposals (RFP) for Taxable Capital Lease for FY14 Budget

RECOMMENDATION/MOTION: That the RFP for Taxable Capital Lease be awarded to Commerce Bank, Bloomington, IL, in the amount of \$1.482 million, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Complying with the City's budget or annual financial plan is a literal interpretation of all goals in the Strategic Plan.

BACKGROUND: A diverse range of equipment and vehicles is used to provide services to residents across the City. In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. The City has been successful in obtaining low interest rates by bidding each capital lease. The FY 2014 budget was adopted with purchasing capital equipment and vehicles through a five year capital lease.

A RFP was issued on March 7, 2014 and seven (7) responses were received listed below:

Bidders	Interest Rate
Commerce Bank	1.85%
US Bank	1.89%
Fifth Third Bank	2.18%
PNC Equipment Finance	2.24%

Bidders	Interest Rate
Central Illinois Bank	2.25%
JPMorgan Chase Bank	2.47%
Flanagan State Bank	3.52%

The City recommends executing with Commerce Bank who bid the lowest interest rate; in addition, this proposal by Commerce Bank provides the City flexibility to retire the debt anytime during the duration of the contract as long done so in whole, without any penalty.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFP was published in the Pantagraph on March 7, 2014 and posted on the City's web site. Twenty (20) financial institutions were mailed RFP's. Seven (7) responses were received.

FINANCIAL IMPACT: The estimated five (5) year interest rate cost is approximately \$68,350.02. Commerce Bank indicated they would pass on interest rate savings from any short term change in interest rates to the City between the bid and the execution of the capital lease contract. The principal and interest expenditures for this item are budgeted from the following line items within each department (73401 – Principal Expense) and (73701 – Interest Expense).

Respectfully submitted for Council consideration.

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Legal review by: Jeffrey R. Jurgens, Interim Corporation Council

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the RFP for Taxable Capital Lease be awarded to Commerce Bank, in the amount of \$1.482 million, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amend Alternative Service Concepts (ASC) Claims Service Contract, Third Party Administrator Claims (TPA) – May 1, 2013 through April 30, 2016 regarding Claims Authority

RECOMMENDATION/MOTION: That the contract amendment be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On April 22, 2013, Council approved a three (3) year contract with ASC to provide claims adjustment services. These services include all claims and/or losses reported during the term of the Contract which involves worker's compensation and property and casualty claims against the City; investigate, adjust, settle or resist all such losses and/or claims with the excess of the agreed discretionary settlement authority limit of \$5,000.

The City meets quarterly with the ASC's Claim Adjuster, Insurance Consultant to review all open claims and discuss course of action that would include, settlement, hearings, law suits, etc. The Senior Claims Adjuster also attends all Council Executive Session to discuss settlement authority over the \$15,000 authority limit, as well as to answer any questions regarding claim authority, settlement authority given by the Council, what the claims settle for and the savings to the City.

The Senior Claims Adjuster has been very effective in closing claims in a very timely manner and some cases have been able to settle the claim for less money than the Council approved. The Senior Claims Adjuster has proved that she is a good "steward" of the City dollars.

Staff has found that some cases need to be settled quickly due to rulings from the Illinois Department of Worker's Compensation, negotiations between the City's attorney and the claimant's attorney. Because of the time lapse between settlement authority approvals from the City Manager, whose settlement authority is \$5,001 up to \$15,000, we have found that if the window of time has elapsed and it can cost additional dollars to the city to settle the claim.

By increasing the Claims Adjuster Authority up to \$10,000, this will allow for quick resolution to claims settlements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Will not have any impact on the budget.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Legal review by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

**ASC
ALTERNATIVE SERVICE CONCEPTS, LLC CLAIMS SERVICE CONTRACT
ADENDUM**

Under “CLIENT” AGREES;

Number 5: “To relinquish authority to “ASC” in all matters relating to claims service within the agreed discretionary settlement authority limit of ~~\$5,000~~ \$10,000 Dollars.

ALTERNATIVE SERVICES CONCEPTS, LLC

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____

CITY OF BLOOMINGTON

WITNESS: Tracey Covert

BY: Tari Renner

TITLE: Mayor

DATE: April 15, 2014

Motion by Alderman Schmidt, seconded by Alderman Stearns that the contract amendment be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Tolling Agreement with McLean County Land Trust CC-1

RECOMMENDATION/MOTION: That the Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks, and Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third Amendment is the final amendment to the Fox Creek Annexation Agreement, and effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement. The City contends that pursuant to the parties' agreements, the owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision. Paragraph 18 of the Third Amendment provided that: "This Agreement shall be enforceable for a period of 20 years from the date of passage of the annexation ordinance contemplated by this agreement." Ordinance No. 1994 - 41, which ratified the Third Amendment, was passed on April 25, 1994 and approved on April 26, 1994. The effective term of the parties' annexation agreement arguably ends on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later".

The parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in six (6) months. All believe that it would not be in either parties' interest to engage immediately in litigation. Accordingly, the parties have negotiated a tolling agreement. A tolling agreement is an agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. During this period, the parties waive any defense by way of any statute of limitations which would otherwise arise during such period. This agreement will allow the City and McLean County Land Trust CC-1 additional time to reach resolution on the outstanding issues and protect the City's right to enforce the provisions contained in the prior agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Snyder Development, A. Clay Cox, and Edward R. Gower.

FINANCIAL IMPACT: It is estimated McLean County Land Trust CC-1 currently owes the City \$562,194.78 in development fees. There are other “punch list” items that are covered by this agreement that have not yet been estimated.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

TOLLING AGREEMENT

This Tolling Agreement is made and entered into on this 14th day of April, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991;

WHEREAS, the parties entered into an original annexation agreement dated December 10 and 11, 1990, which was amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties’ agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.;

WHEREAS, the annexation ordinance contemplated by the annexation agreement was passed by the Bloomington City Council on April 25, 1994;

WHEREAS, the City contends that pursuant to the parties' agreements the Owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision;

WHEREAS, the effective term of the parties' annexation agreement arguably ends on April 24, 2014;

WHEREAS, section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later"; and

WHEREAS, the parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in six months and believe that it would not be in either parties' interest to engage immediately in litigation.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The "Effective Date" shall mean the date of April 14, 2014.
2. The "Termination Date" shall mean the date of October 14, 2014.
3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.
4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.
5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014.
6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of an amendment to the annexation agreement have been met, the parties will execute a fourth amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A.

City of Bloomington, Illinois,

A Municipal Corporation

By: Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

McLean County Land Trust CC-1 Dated
September 1, 1993

David Fedor, as Trustee

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment for Participation in McLean County's Information Technologies for EJustice Support and Oracle Support

RECOMMENDATION/MOTION: That the payment to McLean County's Information Technologies in the amount of \$29,696.97 for EJustice support and \$8,792.72 for Oracle support for EJustice be approved for a total of \$38,489.69.

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

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

BACKGROUND: On August 23, 1999, Council entered into a joint agreement with other police agencies in McLean County to use EJustice as a means to enter police reports. The EJustice System allows the Police Department staff to track evidence, review police reports from other agencies, and view other agencies' mug shots.

The EJustice System is the City's only means of electronic report submission and electronic evidence tracking. Due to a change in the ownership of the EJustice program, all users are now required to provide funds to support the EJustice program. The total price for supporting the program is \$140,000 per year. There was no increase to the cost of the annual maintenance agreement for this year. The City, Town of Normal, Illinois State University, and McLean County Sheriff's Department split the \$140,000 based on the number of users in each department. It should be noted that the McLean County Sheriff's Department pays for users in the Circuit Clerk's Office, States Attorney's Office and all rural police agencies.

The Oracle System is the database and all associated tools to keep it functional, including the application server license and license for Discoverer which is the ad-hoc reporting tool available to the agencies. This expense has been shared by the agencies since 2006. The City Police Department did not pay anything for the original development of the software. The cost this year is \$8,792.72.

This agreement is renewable on a yearly basis and will be in effect from May 2014 through April 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for EJustice program and Oracle support system is \$38,489.69 which has been budgeted in Police - Other Supplies (10015110 – 71190). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the payment to McLean County's Information Technologies in the amount of \$29,696.97 for EJustice support and \$8,792.72 for Oracle support for EJustice be approved for a total amount of \$38,489.69.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on July 5, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Geoffrey Tompkins called the Liquor Hearing to order to hear the request of Dana and Carrie Riisberg to allow moderate consumption of alcohol at their July 5, 2014, vow blessing and reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Carrie Riisberg, bride and requestor's representative.

Commissioner absent: Tari Renner.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representative address this request. Carrie Riisberg, bride, addressed the Commission. She and Dana were married on September 13, 2013. The reception would be held at the Davis Lodge on July 5, 2014. It would start at 4:00 p.m. She anticipated between 110 – 115 guests. Reality Bites located at 414 N. Main St. would be the caterer providing both food and beverage services. The Davis Lodge operates under quiet hours commencing at 10:00 p.m. and the Lodge must be vacated by 12:00 a.m. (midnight).

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Dana and Carrie Riisberg to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their July 5, 2014 reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 23

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

WHEREAS, Dana and Carrie Riisberg are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 10:00 p.m. on July 5, 2014; and

WHEREAS, Dana and Carrie Riisberg have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Lake Bloomington Davis Lodge on July 5, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Ordinance be passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 29, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Geoffrey Tompkins called the Liquor Hearing to order to hear the request of Jordan Kaase and Carol McSweeney to allow moderate consumption of alcohol at their November 29, 2014, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Jordan Kaase and Carol McSweeney, groom and bride and requestors' representative.

Commissioner absent: Tari Renner.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representatives address this request. Carol McSweeney, bride, addressed the Commission. The wedding ceremony would be at St. Patrick's Catholic Church. The reception would be held at the Miller Park Pavilion on November 29, 2014. It would start around 4:00/5:00 p.m. She anticipated between 100 guests. Ozark House located at 704 S. McGregor St. would be the

caterer providing both food and beverage services. She noted that liquor service would be limited to beer and wine only. The Miller Park Pavilion must be vacated by 10:00 p.m.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Jordan Kaase and Carol McSweeney to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 29, 2014 reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 24

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT MILLER PARK PAVILION

WHEREAS, Jordan Kaase and Carol McSweeney are planning to hold their wedding reception at the Miller Park Pavilion from 4:00 p.m. to 10:00 p.m. on November 29, 2014; and

WHEREAS, Jordan Kaase and Carol McSweeney have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on November 29, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Ordinance be passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petitions from Andrew Hunt, Requesting Approval of a Final Plat for the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision and Vacation of an Easement in Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision

RECOMMENDATION/MOTION: That the Final Plat and Easement Vacation be approved and the Ordinances passed.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy.

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

BACKGROUND: The subject property is located south of GE Rd. on Woodbine Rd. Lot 14 is the existing site of Scribbles Learning Center. The property owner plans to expand the business and has purchased additional land that will be added to the lot for a building addition as part of the resubdivision plat. Due to the building expansion, an existing utility easement needs to be vacated. The owner has contacted the local utility companies and confirmed that no existing public or private utilities are currently located in the portion to be vacated. The owner is dedicating a new utility easement in a different location to replace the vacated portion of the easement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Andrew Hunt, Shive-Hattery.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Andrew Hunt hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Andrew Hunt

ORDINANCE NO. 2014 – 25

AN ORDINANCE APPROVING THE FINAL PLAT OF THE RESUBDIVISION OF LOT 14 IN THE 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois more particularly described as follows:

Beginning at the Northwest corner of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision recorded as Document Number 2006 - 33160 in the Office of Recorder of Deeds, McLean County;

Thence North 89 Degrees 48 Minutes 30 Seconds East 216.43 Feet along the Northerly line of said Lot 14 to the Northeast corner of said Lot 14;

Thence South 00 Degrees 11 Minutes 30 Seconds East 290.00 feet along the Easterly line of said Lot 14 to the Southeast corner of said Lot 14;

Thence South 89 Degrees 48 Minutes 30 Seconds West 165.86 feet along the Southerly line of said Lot 14;

Thence South 00 Degrees 11 Minutes 30 Seconds East a distance of 40.00 feet;

Thence South 89 Degrees 48 Minutes 30 Seconds West a distance of 154.86 feet to a point on the Easterly right of way of Woodbine Road as dedicated in the Second Addition to Hawthorne Commercial Subdivision and recorded as Document Number 2005 - 6797 in said Recorders Office;

Thence Northeasterly 104.32 feet along a 267.00 Radius Curve Concave to the Southeast whose Chord bears North 13 Degrees 36 Minutes 17 Seconds East a distance of 103.65 Feet;

Thence North 24 Degrees 47 Minutes 51 Seconds East along the said Easterly right of way line a distance of 114.71 Feet;

Thence Northeasterly 129.97 Feet along a 337.00 Radius Curve Concave to the Northwest whose Chord bears North 13 Degrees 44 Minutes 55 Seconds East a distance of 129.17 Feet to the Point of Beginning.

Said described parcel contains 81,558.98 square feet (1.872 acres) more or less.

PIN # 15-31-227-015

PIN # 15-31-227-018 (part)

**PETITION FOR VACATION OF AN EASEMENT IN LOT 14
IN THE HAWTHORNE COMMERCIAL SUBDIVISION 5TH ADDITION**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes Andrew Hunt, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibits A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of easement adjacent to said premises;
3. That said vacation of easement is reasonable and proper because such easement is not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that easement be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: Andrew Hunt

ORDINANCE NO. 2014 - 26

**AN ORDINANCE PROVIDING FOR THE VACATION OF AN EASEMENT IN LOT 14
IN THE HAWTHORNE COMMERCIAL SUBDIVISION 5TH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

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

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

1. That the easement is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated easement for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Easement Vacation Legal Description

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois more particularly described as follows:

Commencing at the Southeast Corner of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision recorded as Document Number 2006 – 33160 in the Office of Recorder of Deeds, McLean County;

Thence South 89 Degrees 48 Minutes 30 Seconds West a distance of 173.36 feet to the Point of Beginning;

Thence South 89 Degrees 48 Minutes 30 Seconds West a distance of 127.19 feet to a point on the easterly right of way of Woodbine Road;

Thence Northeasterly along said easterly right of way line 5.12 feet along a 252.00 foot radius curve concave to the Southeast whose chord bears North 12 Degrees 19 Minutes 45 Seconds East a distance of 5.12 Feet;

Thence North 89 Degrees 48 Minutes 30 Seconds East a distance of 126.08 feet;

Thence South 00 Degrees 11 Minutes 30 Seconds East a distance of 5.00 feet to the Point of Beginning;

Said described parcel contains 633.2 square feet more or less.

PIN # 15 – 31 – 227 – 015

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Final Plat and Easement Vacation be approved and the Ordinances passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Hawthorne Commercial Park, LLC, requesting approval of a Final Plat for the Tenth (10th) Addition to Hawthorne Commercial Park Subdivision

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This subdivision is located near the intersection of Norma Dr. and Pamela Dr., west of Towanda Barnes Rd. The proposed Lot 22 of the 10th Addition is intended to be used as a future public park. The original Hawthorne Commercial Park Subdivision preliminary plan called for the dedication of a three (3) acre public park at the original farmhouse site along Towanda Barnes Rd. in accordance with the original land sales contract between the developer and Frances S. Kelley. Due to the sale of the land originally planned as a park, the developer is no longer able to dedicate a park in the originally intended location. The developer and the Kelley family have selected approximately 2.4 acres on the south side of Pamela Dr. as the new location for a future park.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Frances S. Kelly Family, Larry Bielfeldt.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager
John Kennedy, Director of Parks, Rec. and Cultural Arts

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner,
respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Tenth Addition to Hawthorne Commercial Subdivision;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Tenth Addition to Hawthorne Commercial Subdivision as submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Larry Bielfeldt

ORDINANCE NO. 2014 - 27

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
TENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION**

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

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

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Tenth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved subject to payment of required tap on fees in the amount of \$9,390.98.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 14th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT A

Legal Description of Property

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence North 239.97 feet along the West line of said tract of land to the South line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-way Document No. 2007-29741 in said Recorder's Office; thence Easterly 108.80 feet along said South line of Pamela Drive being the arc of a curve concave to the South having a radius of 465.00 feet and the 108.55 foot chord of said arc forms an angle to the left of 96 degrees 29 minutes 34 seconds with the last described course; thence East 306.14 feet along said South line which forms an angle to the left of 173 degrees 17 minutes 50 seconds with the last described course to the East line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence South 257.83 feet along said East line which forms an angle to the left of 89 degrees 54 minutes 55 seconds with the last described course to the Southeast corner of said tract of land, being a point on the South line of said Northeast Quarter; thence West 412.72 feet along said South line which forms an angle to the left of 89 degrees 21 minutes 50 seconds with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

PIN# 15 – 31 – 277 – 004

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Final Plat be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Hawthorne Commercial Park, LLC, requesting approval of a rezoning from B - 1, Highway Business District, to S - 2, Public Lands and Institutions District, for the property located on Lot 22, Tenth (10th) Addition to Hawthorne Commercial Subdivision located on the south side of the intersection of Pamela Dr. and Woodbine Rd., which is to be deeded to the City for a park.

RECOMMENDATION/MOTION: That the Rezoning be approved and the Ordinance passed.

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

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

BACKGROUND: The land subject to the rezoning is located in a large area of undeveloped land to the east, north and south of the intersection of Pamela Dr. and Woodbine Rd.; however, the land to the west, northwest and southwest is already developed as residential. Previous discussions and plans had indicated a park would go in the northeast portion of this site between Towanda Barnes Rd. and Leslie Dr. The developer, as a result of private litigation, is now seeking to rezone land on the south side of Pamela Dr. and dedicate that land to the City to be used as a park.

This case was before the Planning Commission for a public hearing and review on March 26, 2014. The petitioner and his attorney spoke at the hearing in favor of the petition. (See the accompanying minutes of the proceedings.) Staff stated that S-2 zoning is consistent with the zoning of other city parks and explained that the petitioner was under a court order to deed this parcel over to the City to be used for a park. Three (3) citizens from nearby neighborhoods spoke in opposition to the petition or questioned the need for the rezoning. The opposition was concerned that the change to S-2 zoning might encourage rezoning of other land in the area to S-2 and thereby encourage multi-family apartment developments. The Planning Commission voted to recommend approval of the rezoning by a vote of 6 - 2. It should be noted that any further rezoning would need to go before both the Planning Commission and City Council in order to be approved and that no further rezoning to S-2 is anticipated in this area at this time.

The designated area is a good location for a park as it will serve residences that are in close proximity to the site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 24 property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: Once the land is deeded to the City, there should be a decrease in property tax revenues as it will no longer be privately owned. Once the land is developed as a park property, taxes of nearby residences could increase.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE
John Kennedy, Director of Parks, Rec. and Cultural Arts

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner,
respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of B - 1, Highway Business District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S - 2, Public Lands & Institutions zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships

imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from B - 1, Highway Business District to S - 2, Public Lands & Institutions District.

Respectfully submitted,

By: Larry Bielfeldt

ORDINANCE NO. 2014 -28

**AN ORDINANCE REZONING TENTH ADDITION TO HAWTHORNE COMMERCIAL
SUBDIVISION FROM B - 1 HIGHWAY BUSINESS DISTRICT
TO S - 2 PUBLIC LANDS & INSTITUTIONS DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

NOW THEREFORE BE IT ORDAINED by the City of Bloomington, McLean County, Illinois,

1. That the premises hereinafter described in Exhibit "A" shall be and the same are hereby rezoned from B - 1 Highway Business District to S - 2 Public Lands & Institutions District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Description of Property

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence North 239.97 feet along the West line of said tract of land to the South line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-way Document No. 2007-29741 in said Recorder's Office; thence Easterly 108.80 feet along said South line of Pamela Drive being the arc of a curve concave to the South having a radius of 465.00 feet and the 108.55 foot chord of said arc forms an angle to the left of 96 degrees 29 minutes 34 seconds with the last described course; thence East 306.14 feet along said South line which forms an angle to the left of 173 degrees 17 minutes 50 seconds with the last described course to the East line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence South 257.83 feet along said East line which forms an angle to the left of 89 degrees 54 minutes 55 seconds with the last described course to the Southeast corner of said tract of land, being a point on the South line of said Northeast Quarter; thence West 412.72 feet along said South line which forms an angle to the left of 89 degrees 21 minutes 50 seconds with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

PIN# 15 – 31 – 277 - 004

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Rezoning be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Hershey Grove, LLC, to rescind the Final Plat of the Hershey Grove Fourth (4th) Addition Phase I previously approved by Council and approval of the Final Plat for the Fourth (4th) Addition to Hershey Grove Subdivision

RECOMMENDATION/MOTION: That Ordinance 2009 – 02 be rescinded, the Final Plat be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This subdivision is located south of Ireland Grove Rd. and east of Hershey Rd. The Final Plat is in conformance with the Preliminary Plan approved in April 2002. The proposed addition consists of ten (10) single-family residential lots.

The Final Plat of Hershey Grove Fourth (4th) Addition Phase I was approved by Council on January 12, 2009. The tap on fee was paid and the documents to be recorded were picked up by the petitioner in March 2010. It was recently discovered that the documents were never taken to the County Recorder's office. Therefore, the initial final plat ordinance must be rescinded as the petitioner wishes to refile for approval of a final plat for this property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Hershey Grove LLC, Farnsworth Group.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 29

**AN ORDINANCE RESCINDING THE ORDINANCE PREVIOUSLY APPROVING
THE FINAL PLAT OF THE FOURTH ADDITION PHASE I HERSHEY GROVE
SUBDIVISION**

For the reasons set forth in the Council Memorandum for Approval of the Fourth Addition to Hershey Grove Subdivision, which Petition is valid and sufficient, and the Petition should be granted.

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

1. That Ordinance Number 2009 - 02 approved by Council on January 12, 2009 be rescinded;
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hershey Grove, L.L.C. an Illinois limited liability company, hereinafter referred to
as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter
described in Exhibit A attached hereto and made a part hereof reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known
and described as the Fourth Addition to Hershey Grove Subdivision,
Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Final Plat for Fourth Addition to Hershey Grove
Subdivision submitted herewith be approved with the exemptions or variations as requested
herein.

Hershey Grove LLC,

By: Steve Snyder, as Trustee of Land Trust
No. HG-1

ORDINANCE NO. 2014 - 30

**AN ORDINANCE APPROVING THE FINAL PLAT
OF THE FOURTH ADDITION TO HERSHEY GROVE SUBDIVISION**

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

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

1. That the Final Plat of the Fourth Addition to Hershey Grove Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

Fourth Addition to Hershey Grove Subdivision

A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Easternmost Corner of Lot 94 in the Third Addition to Hershey Grove Subdivision in the

City of Bloomington, Illinois, according to the Plat recorded as Document No. 2004-38517 in the McLean County Recorder's Office. From said Point of Beginning, thence southwest 116.95 feet along the Southeasterly Line of said Lot 94 to the Southernmost Corner of thereof; thence southeasterly 58.10 feet along the Northeasterly Right-of-Way Line of Keybridge Way as dedicated in said Third Addition being the arc of a curve concave to the northeast with a radius of 345.00 feet and the 58.03 foot chord of said arc forms an angle to the right of 85°-10'-33" with the last described course to the Easternmost Corner of said Keybridge Way; thence southwest 237.12 feet along the Southeasterly Line of said Keybridge Way and the Southeasterly Lines of Lots 93, 92, and 91 in said Third Addition which form an angle to the right of 265°-10'-33" with the last described chord to the Southeast Corner of said Lot 91; thence east 408.25 feet along the North Lines of Lots 89 through 84, inclusive, in said Third Addition which form an angle to the right of 65°-34'-14" with the last described course to the Northeast Corner of said Lot 84; thence north 125.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 3.21 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence north 185.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of Ireland Grove Subdivision according to the Plat recorded as Document No. 2003-6526 in said Recorder's Office; thence west 185.71 feet along the South Lines of Lots 31 through 27, inclusive, in said Ireland Grove Subdivision which form an angle to the right of 90°-00'-00" with the last described course to a point of curvature; thence northwesterly 118.42 feet along the arc of said curve concave to the northeast with a radius of 220.00 feet and the 117.00 foot chord of said arc forms an angle to the right of 195°-25'-12" with the last described course to the Point of Beginning, containing 2.56 acres, more or less.

P.I.N. 21-13-104-030

Motion by Alderman Schmidt, seconded by Alderman Stearns that Ordinance 2009 – 02 be rescinded, the Final Plat be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Dennis Pulliam, requesting approval of a Special Use Permit for a Two-Family Residence for the property located at 611 S. Clayton St.

RECOMMENDATION/MOTION: That Council deny the Special Use Petition.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4c. Preservation of property home evaluations, and 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: The lot at 611 S. Clayton is substandard for the minimum lot size and width as required by the Zoning Ordinance. Occupying the site with a two-family dwelling will encourage neighborhood density and overcrowding. In turn this may weaken property values and along with being rented out will discourage residents from taking responsibility for their properties and neighborhood.

The petitioner is requesting the approval of a special use for a two-family residence. The lot is 6,725 square feet in area and 46' wide. The ordinance's standard for a two dwelling unit is a minimum of 13,200 square feet and 50' in width for the R - 1C, Single-Family Residence District. Thus the lot is substandard for a two-family dwelling in this zoning district.

This case was before the Zoning Board of Appeals for a public hearing and review on March 19, 2014. The petitioner spoke in favor of the petition. He explained he has recently acquired the property which has been vacant but it had been a two (2) family residence and he wants to reestablish such. No one else from the public spoke in favor or against the petition.

Staff has evaluated the project and finds it to be an inappropriate use for the site. This is based on the lot being a substandard lot as well the fact that the overwhelming majority of the neighborhood uses are single family residences and not two units. Since the lot is smaller in size and the related issues description herein staff has felt obligated to recommend denial.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 7 - 0 condition. They felt since there was a two (2) family residence there at one time and since the building was an old store front at one time that it lends itself to a two (2) unit more than a single family dwelling. The building is indeed unique to the neighborhood. There was a two (2) family dwelling established in the building and then both units became vacant and it was sold to the current owner who is also the applicant in this case. The Board also felt in this case the applicant is only trying to reestablish what was there for several years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to 74 property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The financial impact on the city revenues should slightly increase with some remodeling resulting in the property taxes increasing if approved but the same may occur with a denial.

Respectfully submitted for Council consideration.

Prepared by:

Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE

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

Recommended by:

David A. Hales
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:
611 S. CLAYTON STREET**

State of Illinois)
) ss.
County of McLean)

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

Now comes Dennis Pulliam, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R – 1C under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code a duplex allowed as a special use in an R – 1C, zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R – 1C zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R - 1C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

Dennis Pulliam

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DUPLEX
FOR PROPERTY LOCATED AT: 611 S. CLAYTON STREET**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Duplex for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Special Use Permit for a Duplex on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Tract No. 9: The North 46 feet of Lot 8 in the Subdivision of Lot 3 of the Assessor's Subdivision of the North East ¼ of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-09-226-019

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Special Use Petition be denied.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of 2014 Bond MS SEDCO Intersector Microwave Detection Equipment

RECOMMENDATION/MOTION: That the formal bid process be waived, the purchase of thirty-six (36) MS SEDCO Intersector Presence Detectors, thirty-six (36) MS SEDCO Intersector Interface Boards and 11,000' of Outdoor Rated CAT5 Cable from Brown Traffic Products Inc., a sole source provider, be approved, in the amount of \$160,550, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 4d. Improved neighborhood infrastructure; and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The street resurfacing scope of work included in the 2014 Bond General Resurfacing Contract will require the removal of traffic signal detector loops that are embedded in the existing pavement. These existing detector loops will be removed during the asphalt milling operations. Traffic signal detection will need to be reinstalled to restore complete operation of the traffic signals. Staff recommends that MS SEDCO Microwave Motion and Presence Sensors be installed at these intersections in lieu of reinstalling traffic detection within the pavement structure.

These detection units were not included in the 2014 Bond General Resurfacing contract. By excluding the detection units from the resurfacing contract, the City is able to purchase the units without paying for the markup that would be included otherwise. Brown Traffic Products, Inc. is the sole source distributor for MS SEDCO products in the region.

The MS SEDCO Intersector is a microwave based motion and presence sensor that is used for intersection control. Microwave detection offers the following benefits:

- Detection is not affected by the weather
- Not susceptible to in-road breakage
- Can be installed at existing traffic signal locations
- Future street work near the intersection will not impact detection capabilities
- Allows the establishment of bicycle only detection zones
- Staff has experience with these units and are qualified for their installation

Microwave detection is being utilized at the intersection of College Ave. and Hershey Rd., and is being incorporated into future traffic signal design contracts. It is anticipated that staff will install the microwave units to coincide with the resurfacing contract work.

The 2014 \$10 million Street Resurfacing Project has been allocated as follows:

CCTV Sewer Inspections	\$200,000
Pavement Preservation Program	\$450,000
Sidewalk Replacement & Handicap Ramp Program	\$1,000,000
SEDCO Microwave Detection	\$160,000
General Resurfacing Program	\$8,190,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The SEDCO Microwave Detection for \$160,550 is included in the FY 2014 Amended Budget. On October 14, 2013, Council passed an ordinance providing for an issuance of General Obligation Bonds not to exceed \$10,000,000 for the purpose of financing street resurfacing and sewer improvements. The budget amendment was presented by staff and approved by Council on December 16, 2013. The accounting for payment of the \$160,550 is Capital Improvement - Street Construction & Improvements (40100100 – 72530 – 40500). These funds will be encumbered in FY 2014 and all bond related expenditures will be assigned project code 40500.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Asst. City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Barbara J. Adkins, Deputy City Manager

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

Legal review by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Lower noted that this item addressed detecting vehicles at intersection. He questioned if this was a sole source item.

Jim Karch, Public Works Director, addressed the Council. This was a sole source product. There were regional licenses with only one (1) vendor per region. The City had an established history with this vendor and its products. City employees would install same. These items would allow for multi model microwave detection.

Alderman Lower questioned payment for this item. Mr. Karch noted that these items would be included in the \$10 million dollar street resurfacing work. These items were components of the street resurfacing work.

Alderman Lower stated that these items would not be attached to the pavement. Mr. Karch noted that the existing loop in the pavement would be removed.

Motion by Alderman Lower, seconded by Alderman Schmidt that the formal bid process be waived, the purchase of thirty-six (36) MS SEDCO Intersector Presence Detectors, thirty-six (36) MS SEDCO Intersector Interface Boards and 11,000' of Outdoor Rated CAT5 Cable from Brown Traffic Products Inc., a sole source provider, be approved, in the amount of \$160,550, and the Procurement Manager be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for the City Hall Roof Replacement

RECOMMENDATION: That the bid for Replacement of the City Hall Roof be awarded to Wyman Roofing, Peoria Heights, IL, in the amount of \$226,311, and the Mayor and City Clerk

be authorized to execute the necessary documents for approval of the Base Bid and Alternates One and Three, the Budget Amendment be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City Hall Roof has been in need of replacement for some time. Snow and rain result in significant leakages in various offices. This has created numerous issues requiring attention.

Bids were sought in the following manner:

- The Base Bid included the new roof.
- Alternate One involved thicker roofing material and an additional ten (10) years of warranty.
- Alternate Two involved a different method of water channelization, which would have resulted in an inferior system.
- Alternate three involved replacement of the skylights.

Bid submissions were received from five (5) companies. The breakdown of their bids is contained in the following chart:

Company	City, State	Base Bid	Alt. #1	Alt. #2	Alt. #3	Weeks to complete
Advanced Commercial Roofing	Champaign, IL	\$213,152	\$15,067	Deduct \$4,862	\$3,596	7
Union Roofing Co.	Chenoa, IL	\$233,780	\$20,350	Deduct \$6,575,	\$5.995	6
Peoria Roofing & Restoration	Peoria, IL	\$244,890	\$14,783	Deduct \$9,326	\$9,400	5
Wyman Roofing	Peoria Hts., IL	\$213,500	\$8,990	Add \$4,910	\$3,821	6
River City Roofing	Bartonville, IL	\$233,000	\$81,500	\$ -0-	\$6,000	5-6

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Due to the severe leakage Finance recommends that this repair be awarded as soon as possible and not delayed. The expense for the roof replacement of \$226,311 will be taken from the General Fund balance through the budget amendment attached.

Respectfully submitted for Council consideration.

Prepared by: Frank Koehler, Interim Director - PACE

Reviewed by: Jon C. Johnson, Procurement Manager

Financial and budgetary review by: Patti-Lynn Silva, Director of Finance

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 22

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2013 - 18.

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

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Alderman Lower questioned this item.

Frank Koehler, Interim PACE Director, addressed the Council. There had been a number of instances when the roof had leaked. The roof was in bad condition. This request was emergency in nature. This item was planned for inclusion in the FY 2015 Budget.

Alderman Lower questioned if this item could be delayed. Mr. Koehler expressed his opinion that worker and citizen safety would be endangered. There were a number of holes in the roof. It was close to interfering with the electrical systems. City Hall was an old building. It was the nature of the roof.

Alderman Lower questioned documentation.

David Hales, City Manager, addressed the Council. There had been discussion of including this item in the FY 2014 Budget. City staff had believed that this project could wait for one more year. It had become an emergency repair.

Motion by Alderman Lower, seconded by Alderman Schmidt that the bid for Replacement of the City Hall Roof be awarded to Wyman Roofing, Peoria Heights, IL, in the amount of \$226,311, and the Mayor and City Clerk be authorized to execute the necessary documents for approval of the Base Bid and Alternates One and Three, the Budget Amendment be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: McLean County Animal Shelter Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: For the past several years, the City and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for

stray animals. The Town of Normal has a similar agreement. The present contract expires April 30, 2014.

For the period May 1, 2014 through April 30, 2015, the proposed contract with the McLean County Board of Health reflects an increase of two percent (2%) from \$34,847 a year to \$35,544 per year. This increase has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A two percent (2%) increase from \$34,847 to \$35,544 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Schmidt questioned this item. She noted questions and/or recommendations from citizens and/or advocacy groups. This information had been forwarded on to the McLean County Health Department. She requested that this item be laid over until the Council's April 28, 2014 meeting.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the item be laid over until the Council's April 28, 2014 meeting.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Animal Control Warden Services Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. The Town of Normal has a similar agreement for these services. Specific services and conditions are outlined in the intergovernmental agreement. The agreement reflects an increase from \$99,426 to \$101,412, a two percent (2%) increase which has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A two percent (2%) increase from \$99,426 to \$101,412 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by:

George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Schmidt questioned this item. She noted questions and/or recommendations from citizens and/or advocacy groups. This information had been forwarded on to the McLean County Health Department. She requested that this item be laid over until the Council's April 28, 2014 meeting.

Motion by Alderman Schmidt, seconded by Alderman Stearns that item be laid over until the Council's April 28, 2014 meeting.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, requesting a GPBS liquor license

RECOMMENDATION/MOTION: That an GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) No single serve sale items.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to address the reappearance of Asil 1, Inc., d/b/a Price Rite Food Mart, located 706 N. Clinton, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Ahmad Samhan, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and noted that this was the third hearing regarding this application. The State of Illinois had lifted the hold. There was a payment plan with the Dept. of Revenue.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He had verified Commissioner Renner's comments. The applicant was a different legal entity. There was an approved payment plan and the state had lifted the hold.

Commissioner Renner noted that concerns had been raised. He encouraged the Commission to grant consideration of this application with the following condition: no single serve sale items. Beer could be sold in six (6) packs and/or forty ounce (40 oz.) cans. This condition would be revisited six (6) months after a liquor license was created. He recognized neighborhood residents concerns.

Ahmad Samhan, owner/operator and Applicant representative, addressed the Commission. He stated that single serve items were the most profitable. Surveillance cameras had been installed on March 4, 2014. The business' appearance had been improved.

Commissioner Tompkins noted that Mr. Samhan had complied with all of the Commission's requests.

Commissioner Jordan noted the initial \$100,000 payment. Mr. Samhan confirmed that this payment had been made.

Commissioner Renner restated that the state had released its hold and recognized citizen objections.

Mr. Boyle noted that there were two (2) different legal entities. There was a familial relationship. The Commission should look at other factors, (Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License Findings). He restated that the state had removed the hold.

Commissioner Jordan noted the \$4,500 monthly payments. Mr. Samhan informed the Commission that payments were made by his father. Payments were made on March and April 1, 2014.

Commissioner Jordan addressed Mr. Samhan's original application. He questioned Mr. Samhan's employment at this address. Mr. Samhan had been employed at this address for two (2) years. He did not have a management experience during this time.

Commissioner Jordan cited the monthly rent – \$4,250 and a twenty (20) year contract with his father. Mr. Samhan responded affirmatively.

Commissioner Jordan questioned if the City had verification from the Liquor Control Commission that the state would issue a liquor license if the City issued one. Mr. Boyle noted that the applicant would not be eligible for a state liquor license without a local one.

Commissioner Jordan cited the debt, \$750,000. He expressed his interest in an understanding that if Mr. Samhan's father missed a payment that the City's liquor license would be revoked. These were taxpayer dollars. He noted that Mr. Samhan had filed this application in December 2013. He questioned the number of payments made. Mr. Samhan restated two (2) payments March and April 2014.

Commissioner Jordan noted that the store has remained open. Mr. Samhan informed the Commission that the store had closed in January 2014. He reopened the store in February 2014 under a new corporation.

Commissioner Jordan expressed his belief that payments must be kept current.

Commissioner Renner questioned City action if payments to the state were not kept current.

Mr. Boyle noted that generally if a debt is owed to the state and it remained unpaid the state withdraws its liquor license. He restated that there were two (2) separate entities. Failure to make payments might result in a lien being placed upon the property.

Commissioner Jordan expressed his concern regarding separate entities being created by the same family. The property/business had been transferred from one family member to another.

Mr. Samhan stated that the business could not be sold without a liquor license.

Mr. Boyle informed the Commission that a violation of law might result in a revocation. He referred the Commission to Chapter 6. Alcoholic Beverages, Section 37. Same (Local Liquor Control Commission) – Powers and Duties Generally. He added that fines and/or sanctions were possible. However, this situation was not one of them.

Mr. Samhan informed the Commission that the state had placed a lien on the property and his father's home.

Mr. Boyle noted that the hold had been lifted but not the liens.

Commissioner Tompkins expressed his opinion that there were enforcement mechanisms. He was not prepared to allow a neighborhood in transition to have a vacant building.

Commissioner Jordan stated that the state expected the local governing entity to perform the background work. If the City approved a liquor license, then the state would also. He restated the tax debt, \$750,000. If the Commission approved this application, he wanted to be assured that Mr. Samhan would do the right thing. He questioned how this was allowed to happen.

Commissioner Renner suggested that the Commission include a stipulation and set an expectation.

Mr. Boyle addressed the Commission. He restated that this applicant was a separate entity. The state was satisfied. He referred the Commission to Section 4B. Creation of New License -

Findings. There was a variety of criteria to consider. Financial responsibility was only one of them.

Commissioner Jordan noted that Mr. Samhan had no responsibility to pay this debt. He expressed his concern regarding the father's action, (i.e. does not repay).

Mr. Boyle informed the Commission that he did not have a copy of the agreement. The Commission needed to address the financial issues regarding this entity.

Julie Pell, ADDRESS, addressed the Commission. She had addressed the Commission at their March 11th meeting. She had been unable to go to the store and Mr. Samhan had personally made deliveries.

Motion by Commissioner Tompkins, seconded by Commissioner Renner to recommend to the City Council that a GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton St., be created contingent upon compliance with all applicable health and safety codes with the following condition: 1.) no single serve sale items.

Ayes: Commissioners Renner and Tompkins.

Nays: Commissioner Jordan.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 3, 2014 in accordance with City Code. In accordance with City Code, approximately 198 courtesy copies of the Public Notice were mailed on January 31, 2014. In addition, the Agenda for the April 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Alderman Stearns addressed this item. She cited neighborhood concerns. She had not received a courtesy notice and cited the distance from her residence. There had been no opportunity to voice concerns. She cited the neighborhood's experience with this store. She questioned if the Police Department had express an opinion regarding this application. She cited a pay phone and traffic. There was the environment. It was located along a

school route, (Bloomington Junior and Senior High Schools). She was opposed to a liquor license at this location until there was a complete turn around. This was a vulnerable neighborhood. She cited crime. She recommended that this item be denied. She cited the sales tax debt. She did not believe that the Samhan's would be able to repay same. She expressed her disappointment in the Liquor Commission.

Mayor Renner reviewed this application's history before the Commission. The state had removed the hold on the property as there was a payment plan. Over the past three (3) months, people addressed the Commission who were in support of or in opposition to this application. The Commission could review the City Code and review the 500' notice requirement. The Commission had been divided and concerned regarding this application. Testimony was taken before the Commission. A Text Amendment would be a policy decision which would be approved by the Council.

Motion by Alderman Schmidt, seconded by Alderman Stearns that an GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, be denied.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 13. Concealed Weapons

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: Chapter 13 of the City Code makes it unlawful for a person to carry, conceal about their person, display or flourish in a threatening manner a dangerous or deadly weapon. The Chapter further enumerates exceptions to this prohibition and provides a penalty for its violation. The proposed amendments reflect Illinois's recent adoption and implementation of the Firearm Concealed Carry Act by adding an exception for persons in possession of a handgun who also have in their possession a concealed carry license issued pursuant to the Act. In addition, the range of penalty for violating the provisions of the Chapter was increased from a range of \$25.00 - \$200.00 to a range of from \$250.00 - \$2,000.00.

Other changes were made to the text of the Chapter that clarify and update the language but do not change the substance of the Chapter. The amendments were drafted by the Legal Department in consultation with the Police Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: No financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Asst. Corporation Counsel

Reviewed by: Brendan Heffner, Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 31

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 13

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

SECTION 1. That Bloomington City Code Chapter 13, Sections 1, 2 and 3, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1 CONCEALED WEAPONS - PROHIBITION OF - PENALTY.

Other than as provided in Section 2, it shall be unlawful for any person within the limits of the City to carry, wear under his clothes or conceal about his person any firearm, sling shot, cross knuckles or knuckles of lead, brass or metal, bowie knife, dirk, razor, dagger, bludgeon, black jack, sand club, sand bag, switchblade, stun gun, taser, ballistic knife or any other dangerous or deadly weapon; or to display or flourish any such weapon in a boisterous or threatening manner. Every person guilty of a violation of this Section shall be fined no less than \$250.00 nor more than \$2,000.00.

~~It shall be unlawful for any person within the limits of the City to carry or wear under his clothes, or concealed about his person, any pistol, revolver, sling shot, cross knuckles or knuckles of lead, brass or metal, bowie knife, dirk knife, dirk, razor, dagger, or any other dangerous or deadly weapon; or to display or flourish any such weapon in a boisterous or threatening manner. Every person guilty of a violation of this Section shall be fined not less than Twenty five Dollars or more than Two Hundred Dollars; provided that the provisions of this Section shall not be held to apply to any policeman, constable, or other peace officer while in the discharge of his duty, nor to any person summoned by any such officer to aid in making an arrest or preserving the peace.~~

SEC. 2 CONCEALED WEAPONS – EXCEPTION TO PROHIBITION.

The provisions of Section 1 of this Chapter shall not be held to apply to the following:

- (a) any policeman or other law enforcement officer in possession of a weapon as authorized by law;
- (b) any person in possession of a handgun and also possessing a valid, current Concealed Carry License issued by the Department of State Police for concealed carry of a firearm as that term is defined in the Firearm Concealed Carry Act, 430 ILCS 66/5, provided that said person is not in an area where the carrying of a concealed firearm is prohibited by that Act, or by other State or Federal law.

SEC. ~~3~~ 2 CONFISCATION OF WEAPONS.

Any weapon or weapons duly adjudged to have been worn or carried by any person in violation of Section 1 of this Chapter shall be forfeited and confiscated by the City of Bloomington.

~~Any such weapon or weapons duly adjudged by any police magistrate or justice of the peace of said City to have been worn or carried by any person in violation of the preceding Section of this Article shall be forfeited and confiscated to the City, and upon the trial of any person for violation of the preceding Section of this Article, the magistrate before whom such trial takes place shall enter up such forfeiture as part of the judgment and penalty for any such violation.~~

SECTION 3. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. 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 6. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Lower noted that this item addressed concealed carry. He noted his background regarding handguns. He noted the definition of handgun in the proposed text amendment. He requested that it be changed to firearms to mirror state statute.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. He welcomed George Boyle, Asst. Corporation Counsel and Brendan Heffner, Police Chiefs, comments on this item. This Text Amendment was tied to the state statute regarding concealed carry handguns. He referred to same.

Brendan Heffner, Police Chief, addressed the Council. The proposed Text Amendment was consistent with state statute.

Motion by Alderman Lower, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

Public Hearing - FY 2015 Proposed Budget

Mayor Renner opened the Public Hearing.

Alton Franklin, 508 Patterson Dr., addressed the Council. He expressed his concern regarding the budget process. Citizens were fed up. They were waking up. He had attended the Town Hall Meeting held by Aldermen Lower and Stearns. The budget process had been vague and noncommittal. He cited key questions: what do you need; what does it cost; and why do. The City was still experiencing hard times. He expressed his concern that there would be a tax bump. He believed that the Utility Tax would be a good way to address the Police and Fire Pension Funds. The Council needed to pay attention, take action on the structural deficit and be methodical.

Ron Schultz, 1208 E. Oakland, addressed the Council. He had watched the budget process with interest. He had been convinced that the Council was resolute to solve the City's financial problems. The difference was what should the City be doing. It may need to pull back. Five (5) years ago the City eliminated seventy (70) positions. This number should have been higher. The City should issue bonds in the amount of \$40 million. A committee should be established which would determine how to spend these funds. The Council needed to look to the future, focus on growth and attract business. The City needed a growth agenda to sustain the City.

Karen Davis, 57 Whites Pl., addressed the Council. She had been a City resident for a long time and owned a small business. She was a parent and a member of Bike BloNo. Her home and business were located along Constitution Trail. The City was in a difficult situation. She did not have the answers. The Council had been presented with strict choices – either or. The Council needed to work towards balance. She addressed quality of life. The City needed a multi year solution. The City needed a community that people wanted to/chose to live here.

Phyllis LAST NAME, 49 Kingsfield Circle, addressed the Council. She was a member of the League of Women's Voters. The City was facing a financial crisis which needed to be addressed. Seventy-five (75) positions had already been eliminated. City employees were doing more than one (1) job. City employees were demoralized. The Council needed to find a way to pay for Police and Fire Pensions. City infrastructure needed to be repaired. The Council needed to raise revenue. There were a number of options. The Council needed to create ways to pay for necessities. She noted the recommendations for a large long term loan, (i.e. bond issue). She encouraged the Council to try to get along and reach consensus. She restated that the Council needed to find ways to raise revenue.

Bob Clay, XXX Shoal Creek Ct., addressed the Council. He had reviewed the proposed FY 2015 Budget on the City's web site. The General Fund had been increased by twelve percent (12%). The City's budget could not continue to grow at six percent (6%). The City will run out of people to pay the bills. He cited his electric bills which already included 8.4% in taxes. Utility taxes would be a cost to everyone. He believed that if Utility Taxes were raised that prices through out the economy would also increase.

Elizabeth Grupper, ADDRESS, addressed the Council. She believed that the Council was focused on pet projects. The focus needed to be on the taxpayers' basic needs. She was opposed to the US Cellular Coliseum, smart water meters were a health hazard. Mayor Renner supported the increase to the Utility Tax, a new library and a Downtown hotel. These items were not affordable. She was opposed to bike paths. McLean County Unit 5 wanted new schools. She cited the pension debt. She questioned what City services should be provided. The City needed to break even. She recommended a ten to twenty percent (10 – 20%) reduction across the board. The Police and Fire Departments and City infrastructure would be exempt. The City could do without the extras.

Marty Seigel, 615 E. Chestnut St., addressed the Council. She believed that there was an ideological divide. The City had spent dollars on wants and needs. Citizens had an issue with faith in the government. The Council needed to protect the tax base. The inspection budget was too small. There needed to be a focus on the central city. She encouraged the Council to take a serious look at same. She had seen an interest/focus on buildings/infrastructure. The focus should be on programs. She addressed revenue streams. If the program was needed, then figure out a way to pay for same. She had seen waste. She questioned how many buildings the City owned and what number was affordable.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He believed that there was a trust issue between the citizens and those in control of government finances. He believed that it was easy to say yes. If you do not have the money, then you cannot spend it.

Bruce Meeks, 1210 Wright, addressed the Council. The Council needed to be nonpartisan. There needed to be a balanced approach. The Council should pass an Ordinance that would fund the City for thirty (30) days. This action would allow

additional time. There needed to be more citizen engagement in the budget process. He addressed revenue. In 2012, the City was the highest local tax generating municipality in the state. He found this disturbing. The proposed Utility Tax was a missed opportunity. The City needed to file a Utility Tax increase in December. The City would not see any new revenue until January 2015. Deadlines had been missed. The Council did not raise the Property Tax last fall. He restated his recommendation that the Council pass a temporary spending ordinance.

Mayor Renner closed the Public Hearing.

The following was presented:

SUBJECT: Amendment to US Cellular Coliseum Development and Management Agreement

RECOMMENDATION/MOTION: That the First Amendment to the Development and Management Agreement with Central Illinois Arena Management, Inc., (CIAM), be approved and the Mayor authorized to execute the necessary documents.

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

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

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. (“CIAM”) to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 2.3, sets forth the requirements of CIAM to provide “commitments” from “professional” sports franchises as primary tenants as set forth in the agreement. The obligation as it related to hockey identifies that CIAM had secured a hockey franchise approved for play in the Bloomington Region as defined by its league membership with BMI Hockey, L.L.C. BMI Hockey, L.L.C. has since ceased operations and various other hockey licenses have been approved by the City. CIAM is now presenting an opportunity with the United States Hockey League, a Tier 1 Hockey League that is believed to be a better fit both for the Coliseum and the community. To ensure the Agreement is clear, it is recommended it be amended to clarify simply that CIAM must provide an approximate 50 franchise or similar sporting events on an annual basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

FIRST AMENDMENT TO DEVELOPMENT AND MANAGEMENT AGREEMENT

This First Amendment to the Development and Management Agreement between the parties entered into on or around October 10, 2005, is made and entered into as of the ____ day of April, 2014, by and between the City of Bloomington ("City"), a municipal corporation in the County of McLean and State of Illinois, and Central Illinois Arena Management, Inc. ("CIAM"), organized under the laws of the State of Illinois.

RECITALS

A. The City previously entered into a Development and Management Agreement ("Agreement") with CIAM to provide for the operation and management of the U.S. Cellular Coliseum.

B. Section 2.3 of the Agreement sets forth CIAM's obligations regarding the provision of sport franchises.

C. To ensure clarity between the parties, the City and CIAM desire to amend the Agreement to provide that the U.S. Hockey League meets the standards of Section 2.3 and is an acceptable hockey franchise.

NOW, THEREFORE, the parties agree as follows:

1. Section 2.3 of the Agreement shall be deleted in its entirety and replaced as follows:

2.3 Sporting Events. CIA shall be responsible for providing the Coliseum commitments for franchise or similar capacity sporting events, with aggregate annual playing dates approximating fifty (50) home dates at the Coliseum.

2. In all other respects the Development and Management Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

CENTRAL ILLINOIS ARENA MANAGEMENT, INC.

By: Tari Renner
Its Mayor

By: _____
Its President

ATTEST:

ATTEST:

By: Tracey Covert
Its City Clerk

By: _____
Its Secretary

Mayor Renner introduced the Amendment to the US Cellular Coliseum (USCC) Development and Management Agreement, the Termination of the Hockey License Agreement – USCC with Illinois Pro Sports, LLC and the Hockey License Agreement with CSH International, Inc. He added that these agreements were all related. These items will require a unanimous vote.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. The Amendment to USCC Development and Management Agreement and the Termination of the Hockey License Agreement – USCC with Illinois Pro Sports, LLC only needed a majority vote of the members present.

David Hales, City Manager, addressed the Council. The amended agreement with Central Illinois Arena Management, (CIAM), addressed supporting events. The current agreement reference professional teams. Minor league hockey was generally unprofitable. Many times the team owners lacked the management expertise. The amended agreement would allow amateur hockey. He recommended approval of same.

Alderman Mwilambwe questioned background information and the impact upon other teams. Mr. Hales noted that the agreement addressed all sporting events and required fifty (50) home dates.

Alderman Stearns expressed her concern regarding legalities if this amendment were approved. She also questioned the impact of this action on the remainder of the agreement.

Mr. Jurgens noted that this was a specific change to a section of the contract. Fifty (50) sporting events would still be required. The remainder of the agreement stayed in full force and effect.

Alderman Stearns acknowledged her understanding. She recommended that the City question other aspects of this agreement.

Mr. Jurgens recommended that discussion of other items be addressed at a future Committee of the Whole Meeting/Work Session. The Council could review the entire agreement and provide future direction to City staff.

Mr. Hales acknowledged that the City's outside auditors had identified a couple of ambiguous terms. The City should find ways to clarify these terms, (i.e. be more specific). This action would allow these items to be removed from the Management Letter. City staff was willing to look at same. The City goal was to provide assistance that would make the USCC profitable. The City had seen progress. He noted that operations were in the black.

Mayor Renner cited the debt service.

Alderman Lower addressed repercussions. He hoped that this item would not be passed by the Council. The people had the right to know what the City was owed.

Mr. Hales cited that the USCC had annual independent audit. He expressed his willingness to meet with Alderman Lower and/or the entire Council.

Alderman Stearns believed that this was a critical matter. The issue was transparency. She read from the audit. It was time to address these issues. She planned to vote no. She added that there were no issues with the hockey league. There were a number of other issues and now was the time to address same.

Alderman Schmidt questioned the impact if the Council voted against same.

Mr. Jurgens restated that only one (1) provision was being clarified. The others issue would be addressed at a future date.

Motion by Alderman Mwilambwe, seconded by Alderman Painter that the First Amendment to the Development and Management Agreement with Central Illinois Arena Management, Inc., (CIAM), be approved and the Mayor authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Mwilambwe, Schmidt and Painter.

Nays: Alderman Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Termination of the Hockey License Agreement – US Cellular Coliseum

RECOMMENDATION/MOTION: That the Termination Agreement with Illinois Pro Sports, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. (CIAM) to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 3.1(c) provides that the City shall have the right to approve any license, agreement, commitment or contract in an amount in excess of \$9,999, or where the proposed term will extend beyond the term of the Agreement, which approval and execution shall not be unreasonably withheld. In 2013, the City approved a hockey license agreement with Illinois Pro Sports, LLC, which was to have a term of two (2) seasons. CIAM has presented a new hockey license with CSH International, Inc. (CSH) and is accordingly seeking early termination of the agreement with Illinois Pro Sports. All parties have agreed to the termination and there are no financial penalties associated with it.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. The City needed to terminate this agreement first. This was the existing agreement and there was no opposition from the current owners.

Alderman Schmidt requested clarification. There was no financial liability on the City's part.

Mr. Hales responded affirmatively.

Motion by Alderman Mwilambwe, seconded by Alderman Schmidt that the Termination Agreement with Illinois Pro Sports, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Hockey License Agreement with CSH International, Inc.

RECOMMENDATION/MOTION: That the Hockey License Agreement with CSH International, Inc., be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. (“CIAM”) to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 3.1(c) provides that the City shall have the right to approve any license, agreement, commitment or contract in an amount in excess of \$9,999, or where the proposed term will extend beyond the term of the Agreement, which approval and execution shall not be unreasonably withheld. Such a license is now being presented by CIAM with CSH International, Inc. (“CSH”), to provide a franchise for Tier 1 Hockey League at the Coliseum. See correspondence and comparison of financial terms from John Butler attached hereto.

The new license agreement closely follows many of the same terms of the previous license agreement approved by the City. Some of the highlights of the license include:

- (1) CSH is required to play 28 home games, although one can be played off site;
- (2) The term of the agreement is for 5 full hockey seasons through 2019, but CSH can add another hockey season upon notice by December 1, 2018;
- (3) CSH is responsible for advertising, with oversight by CIAM;
- (4) The rental fee per game is \$5,000, with the Operator’s ability to designate up to 6 home games as special events with waiver of the parking and/or facility fees;
- (5) There is an attendance credit available, which may be withdrawn by the City or CIAM on a year to year basis, inclusive of 500 complimentary tickets (i.e., season tickets, etc.);
- (6) Provisions on merchandising and concessions;
- (7) The City/CIAM shall retain 100% of parking revenue;
- (8) The ability to reschedule up to 3 home games per season for concert or large show events;

- (9) CSH is given practice time free of charge at three (3) hours per day, on average of four (4) days per week subject to Coliseum event schedule;
- (10) There are liquidated damages ranging from \$150,000 to \$228,000, subject to the continuation and success of the league itself, but no security interest is granted;
- (11) CSH is required to maintain a letter of credit in the amount of \$100,000;
- (12) There are insurance requirements and cross indemnity provisions that mirror the past obligations and risks undertaken by the City and CIAM;
- (13) There is a liquidated and consequential damages clause upon the default of any party that mirrors the previous license agreement and contains the same risks and obligations;
- (14) There is a force majeure clause that places certain requirements on the City in relation to potential future impairment of the Coliseum that mirrors the past obligations and risks undertaken by the City and CIAM;
- (15) Subject to reasonable restrictions, the City/CIAM controls any league changes;
- (16) CSH has a right to terminate the agreement early if the attendance does not average (inclusive of complimentary tickets) at least 2,000 people per game after three seasons;
- (17) There are restrictions on renting the Coliseum for hockey play by a league at the Junior A Level or higher, not including any hockey team associated with the University of Illinois, Illinois State University or the City Parks and Recreation Department;
- (18) CSH has the right to sell on-ice advertising for games and any on-ice advertising sold by the City/CIAM for a commission of 10% of gross sales;
- (19) CSH will provide a parking fee of .50 cents and a facility fee of .50 cents per ticket sold to each home game after the first 500 tickets sold;
- (20) The City/CIAM is to keep all suite revenue with the exception of payments in the amount of \$2,750 to CSH for each full suite season ticket sold and \$1,375 for each half suite season tickets sold;
- (21) The City/CIAM keeps all Coliseum Club seat members annual dues and a commission of 10% for each Coliseum Club season ticket sold by the City/CIAM;
- (22) CSH retains revenue from two Party Suites and the Ice Box Area at home games;
- (23) The City/CIAM reserves rights to concessions with distributions to CSH ranging from 10% to 15% of the gross concession revenue depending on the amount sold;
- (24) CSH retains the rights to sell team merchandise and proceeds of same;
- (25) CSH is to be given office space sufficient for 8 to 10 employees to be provided by CSH; and
- (26) CIAM must provide CSH a reasonable number of prime dates for its home games with an average of seven weekend dates per month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He viewed this item as an opportunity.

John Butler, Central IL Arena Management's President, addressed the Council. He noted that the recommendation was to enter into a five (5) year agreement with CSH International, Inc. This firm had been in the sporting industry since 1977. Bill Yuill, Monarch Corporation's Chairman & CEO, had the experience. CSH owned and operated golf courses, major junior hockey teams and a baseball team.

He noted that during the past eight (8) years there had been six (6) ownership changes and four (4) league changes. The USCC was a top venue in the Midwest for hockey. CIAM received telephone inquiries regarding same on a regular basis. This was a market opportunity. CIAM had performed due diligence regarding CSH's financial viability. The demographics were well matched. CSH represented proven owners who had demonstrated effective marketing. The USHL, (United States Hockey League), showcased the best young talent. These players would be the future NHL stars. This would be a unique situation as the players stayed with families in the communities. The players become involved with local schools. The team's new coach had a winning record. He was excited about this new partnership and was confident in CSH's ability.

Alderman Stearns questioned the impact of this agreement upon the naming rights agreement with US Cellular.

Mr. Butler responded none. The naming rights were in place.

Alderman Stearns restated her question regarding naming rights and US Cellular. Mr. Butler restated his previous response.

Alderman Lower questioned the five (5) year lease.

Mr. Butler noted that this term provided the ownership group with the opportunity to build a foundation.

Alderman Lower questioned the pay differential per game.

Mr. Butler acknowledged that the previous agreement required more home games. He added his belief that there would be an increase in attendance. Other revenue silos would therefore benefit from same.

Alderman Mwilambwe addressed the various owners and questioned instability.

Mr. Butler restated six (6) owners, four (4) leagues and three (3) name changes. Each owner believed that they would be successful. Hockey was a business. CSH represented a group of individuals who know what it takes to sustain a team, (i.e. proper staffing and marketing). He restated that CSH had the experience and financial wherewithal.

Alderman Schmidt stated that at first she was skeptical. She appreciated the time given to address this item. The five (5) year lease represented stabilizing the hockey team. She noted the diligence of the new owners. She looked forward to the next hockey season.

Alderman Stearns questioned if CIAM had established a whistle blower policy for its employees. Mr. Butler responded affirmatively.

Alderman Stearns noted that this was one (1) of her concerns. She added that she had reviewed the key documents. She restated her concerns regarding the contract with CIAM. It was budget time. The contract was not strictly adhered to. This was an opportunity to address transparency for the citizens. She restated that action on this item would not preclude an examination of the remainder of the contract. She restated that this was the opportunity. She had nothing against hockey.

Jeff Jurgens, Interim Corporation Council, addressed the Council. He noted City staff's intention to look at the issues. The City has been provided with a copy of the Management Letter. Review of same would be a high priority.

Mr. Hales noted that the current independent audit gave an unqualified opinion. The concerns were listed in the Management Letter. He restated that the USCC had been given a clean audit opinion. There would always be items to work on.

Alderman Painter stated that she had been doubtful at first. Her questions had been answered. She thanked Mr. Butler. This agreement provided an opportunity to involve the community's youth in hockey.

Alderman Stearns expressed her appreciation to Mr. Jurgens for his comments. She viewed this issue seriously. Mr. Hales had elected not to look at same. This situation was extremely serious and critical. She wanted something done soon and she demanded a time line. She addressed personal accountability as an Alderman to the citizens. The auditors confirmed numbers. She wanted to be sure as this was not a minor issue.

Mayor Renner noted that Alderman Stearns had the assurances of Mr. Hales and Mr. Jurgens. He questioned what more was needed.

Alderman Stearns restated that this must be done and action would be taken.

Mr. Hales informed the Council that meetings had been held with Mr. Jurgens and CIAM with CIAM's legal counsel. A plan to resolve these issues would be brought to the Council. The language would be clarified.

Alderman Mwilambwe was also skeptical. He noted that hockey would be changing from professional to amateur. He was satisfied that this would be a better product. There were individuals in the community who enjoyed hockey. He cited the potential for a larger investment. The Council needed to welcome and support CSH to the City.

Mayor Renner suggested a certain time to readdress the issues, (i.e. a Work Session be held by the end of June).

Mr. Hales believed that the issues would be resolved in sixty (60) days.

Alderman Stearns restated that Council would have the opportunity to vote.

Alderman Lower added that it must be finalized and completed.

Mr. Jurgens suggested that the Council hold a Special Meeting to address a second amendment to the agreement with CIAM.

Motion by Alderman Schmidt, seconded by Alderman Mwilambwe that the Hockey License Agreement with CSH International, Inc. be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: "TIGER 2014" Discretionary Grant from the U.S. Department of Transportation (US DOT) for Hamilton Rd. – Bunn to Commerce Connection

RECOMMENDATION/MOTION: Recommend that staff be authorized to proceed with a grant application to US DOT and the Resolution supporting the project and obligating the City to authorize local matching funds up to \$2,900,000 be adopted.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; and Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in a cost-effective manner; 1e. Partnering with others for the most cost-effective service delivery; and 2a. Better quality roads and sidewalks; and 4d. Improved neighborhood infrastructure.

BACKGROUND: On March 3, 2014, the US DOT released a “Notice of Funding Availability” for its latest round of surface transportation discretionary grant funding, called “TIGER 2014 or TIGER 6.” The TIGER program has a minimum request threshold of \$10 million and is only available for projects that can begin construction quickly upon receipt of a grant. In reviewing potential City projects that meet these and other eligibility requirements, staff believes the connection of Hamilton Rd. would be the best submission and most likely way to fund a project of this scale. The TIGER Grant submittal deadline is April 28, 2014.

The Hamilton Rd. (Bunn St. to Commerce Pkwy.) project has been discussed and planned over the past fifteen (15) years. The completed project would:

- Provide an essential east - west arterial for 7.2 miles from Fox Creek Subdivision to 0.5 miles east of Hershey Rd.;
- Construct approximately 3,000’ of new four-lane arterial road between Bunn St. and Commerce Pkwy.;
- Relocate existing Norfolk Southern Railway (NSRR) sidings;
- Close the dangerous intersection of Rhodes Ln. and US 150 (Morrissey Dr.); and
- Construct a new at-grade crossing with NSRR. The City has completed concept plans. The concept plans will need to be updated to current standards and guidelines for projects being constructed with federal funds.

TIGER 2014 pays up to eighty percent (80%) of the total project cost with the remaining twenty percent (20%) coming from non-federal sources (most likely a local match). The budget for this project is approximately \$14,500,000. The City has already committed local funds for right of way acquisition and planning and design services. Staff is working to finalize the budget and grant request. If the full \$11.6 million (80%) were awarded, the local match would be \$2.9 million (20%). The City’s local match could be covered with unrestricted capital funds, motor fuel tax funds, or borrowed funds. Grant expenditures will happen over a three (3) year period. Design and acquisition activities would commence upon award in 2014. Construction could begin in 2016. The project could be reduced to accommodate a smaller award than the amount requested.

The connection of Hamilton Rd. should:

- More efficiently move commuters, students, and goods.
- Improve safety by removing an intersection near an at-grade railroad crossing.
- Reduce traffic on substandard or over capacity roadways.
- Provide economic opportunities for development west of the Norfolk Southern Railroad.
- Promote multi-modal transportation from residential and recreational areas to employment centers.

This project is an integral part of the City's infill growth strategy and Comprehensive Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Hamilton Rd. (Bunn St. to Commerce Pkwy.) project has been discussed with stakeholders for the past fifteen (15) years. There is general support for this project, and an understanding by the stakeholders that the project will provide a needed east west arterial street connection in the southern portion of the City.

FINANCIAL IMPACT: The City obligation will be \$2,900,000 matching funds if the project is awarded and the matching City monies would be eligible for Motor Fuel Tax funding. This work was budgeted to be done in the out years in the Motor Fuel Tax Fund and projects will be adjusted to provide for the match.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 15

A RESOLUTION IN SUPPORT OF TIGER 2014 DISCRETIONARY GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON ROAD – BUNN TO COMMERCE CONNECTION

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, on March 3, 2014, the U.S. DOT released a “Notice of Funding Availability” for its latest round of surface transportation discretionary grant funding, called “TIGER 2014 or TIGER 6”; and

WHEREAS, the TIGER program has a minimum request threshold of \$10 million and is only available for projects that can begin construction quickly upon receipt of a grant; and

WHEREAS, in reviewing potential City projects that meet the eligibility requirement, the corporate authorities of the City believe the connection of Hamilton Road meets the requirements and would be a way to help finance a project of such magnitude;

WHEREAS, the TIGER 2014 pays up to 80% of the total project cost with the remaining 20% coming from non-federal sources and the estimated cost for the Hamilton Road Connection Project is \$14,500,000; and

WHEREAS, the City has already committed local funds for right of way acquisition and planning and design services and believes the local match would be approximately \$2,900,000 which could be covered with unrestricted capital funds, motor fuel tax funds or borrowed funds; and

WHEREAS, it is believed the Hamilton Road Connection Project would more efficiently move commuters, students and goods, improve safety by removing an intersection near an at-grade railroad crossing; reduce traffic on substandard or over capacity roadways; provide economic opportunities west of the Norfolk Southern Railroad; and promote multi-modal transportation from residential and recreational areas to employment centers; and

WHEREAS, the corporate authority of the City of Bloomington desire to pass this Resolution to demonstrate its support for the application of the TIGER 2014 Grant and the Hamilton Road Connection Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION ONE: That staff is authorized to proceed with the TIGER 2014 Discretionary Grant application for the Hamilton Road Connection Project. The City Council further states its support of the Hamilton Road Connection Project as well as its support and acknowledgment of the local matching requirements of same.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Agreement and retain an original in her office for public inspection.

ADOPTED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item. The Hamilton Rd. extension project was discussed during the One Voice trip. It represented an economic development tool. It would have a positive impact upon traffic on Veterans Pkwy.

Alderman Lower believed that there needed to be a conversation regarding the need for this project, the process for same, the project's time line and payment for same.

Jim Karch, Public Works Director, addressed the Council. This project was a key component. It would not take funding away from other City projects. TIGER was a nationwide competitive grant. It would address a need.

Alderman Lower questioned traffic counts. He believed that it would benefit a major employer.

Mr. Karch addressed traffic models. The ADT (Average Daily Traffic) count would be 15,000 vehicles per day. Traffic along Veterans Pkwy. would also be diverted. The City's east/west traffic patterns were weak. This project would result in a major arterial east/west road in the southern portion of the City.

Alderman Lower questioned payment.

Mr. Karch noted the City's annual MFT (Motor Fuel Tax) funding. The project had a three (3) year time line: design, acquisition of right of way, and construction.

Alderman Lower cited other infrastructure needs. Traffic could be diverted to other streets.

David Hales, City Manager, addressed the Council. The City lacked a Streets Master Plan. This was an expensive high priority project. This grant represented an opportunity to obtain funding for a substantial portion of the project's cost. He acknowledged the need to widen Lafayette St. A Streets Master Plan would demonstrate the need to include project funding. The City must pursue federal and state funding sources. There was a narrow window of opportunity regarding this specific grant.

Alderman Mwilambwe cited the time line. The grant must be submitted by April 28, 2014. He questioned grant awarding time line and when road construction would commence.

Mr. Karch informed the Council that there was no time line for grant award had been provided. He restated that this was a nationwide grant program. He restated the first

step would be the design phase, the second step addressed land acquisition. The City has a design that would need to be updated. Finally, there were railroad issues.

Motion by Alderman Mwilambwe, seconded by Alderman Lower that staff be authorized to proceed with a grant application to US DOT and the Resolution supporting the project and obligating the City to authorize local matching funds up to \$2,900,000 be adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, presented the Council with a document entitled FY 15 CM Proposed Budget – as Revised 4-14-14. These documents would also be placed on the City's web site. There had been budget reductions and restorations. Budget reductions equaled \$1.6 million. He noted that there appeared to be Council support for a local motor fuel tax with these dollars being directed to street resurfacing. In order to balance the budget, the City would need to access \$1.2 million of the fund balance. The Council was provided with specific lists of reductions and restorations. Additional input would be needed to address revenue. He cited the following restorations; three (3) firefighter positions, an Asst. Police Chief, filling the three (3) police patrol officer vacancies and Downtown hire back, and seasonal employees to address park maintenance.

There would be a Special Meeting on Monday, April 21, 2014 which would be focused on the FY 2015 Budget. There would be time for Council discussion and the Council would be requested to take action on the amended FY 2015 Budget.

MAYOR'S DISCUSSION: Mayor Renner addressed the Council. He stated that if no agreement was reached at the April 21, 2014 Special Meeting, then the Council would have to address the FY 2015 Budget at the April 28, 2014 meeting.

The Council would be presented with options at the Special Meeting. He acknowledged that the Council may need the April 28, 2014 meeting to address the FY 2015 Budget. He anticipated a large agenda on April 28, 2014. The Special Meeting would start at 5:30 p.m.

Mayor Renner recognized Alderman Sage's absence.

Mayor Renner thanked Aldermen Stearns, Lower, Black, Sage and Schmidt for hosting Town Hall style meetings on the budget on Tuesday and Wednesday, April 8 and 9, 2014.

Mayor Renner also noted that former Alderman Stephen Purcell had attended this evening's meeting.

He informed the Council that he had toured the loft apartments located at XXX Monroe St. Fred Wollrab and Bobby Vercilla had renovated the building and all of the units were rented.

ALDERMEN'S DISCUSSION: Alderman Stearns noted that the Civil War a/k/a Soldiers and Sailors Monument had appeared on this evening's Council agenda. She noted it was a historic icon which honored veterans. She also recognized the efforts to renovate the Vietnam Memorial. She questioned when the flame would be reinstalled.

John Kennedy, Parks, Recreation and Cultural Arts Director, addressed the Council. The City had received same. He believed that the plan was to install the flame prior to Memorial Day.

Alderman Stearns questioned if the City was hosting a ceremony and what plans had been made.

Mr. Kennedy responded negatively. It was his understanding that the Veterans' groups wanted to plan and coordinate the event.

Alderman Stearns expressed her hope that there would be a ceremony on Memorial Day.

Motion by Alderman Schmidt, seconded by Alderman Lower, that the meeting be adjourned. Time: 9:10 p.m.

Motion carried.

Tracey Covert
City Clerk

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FOR COUNCIL: April 28, 2014

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$5,561,858.91, (Payroll total \$2,179,007.40, PCard total \$145,190.85, and Accounts Payable total \$3,237,660.66).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: April 28, 2014

SUBJECT: McLean County Animal Shelter Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: For the past several years, the City and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for stray animals. The Town of Normal has a similar agreement. The present contract expires April 30, 2014.

For the period May 1, 2014 through April 30, 2015, the proposed contract with the McLean County Board of Health reflects an increase of two percent (2%) from \$34,847 a year to \$35,544 per year. This increase has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

Since the April 14, 2014 Council meeting, McLean County Animal Control staff met with members of the Police and Legal Departments to respond to questions and concerns raised about the Center. At the invitation of Animal Control Center staff, Assistant Chiefs Bays and Wheeler visited the Center and toured the facility. They found it to be clean and well maintained. The following were among the topics that were discussed:

- Physical layout and public access: Approximately two (2) years ago, Animal Control divided their large holding area into sections. Two-thirds of the room is used to house strays and impounded animals, as well as to quarantine animals that have bitten (a mandatory ten (10) days to assure against rabies). Limited access is allowed to this area for persons seeking a missing animal. Restricted access to this area protects the public and provides a healthier environment for the animals. The remaining third of the holding area is made available for adoption and public access.
- Adoption and euthanasia: Last year, the Animal Control Center took in 617 dogs. Of these, 282 were reclaimed, 117 were adopted out to agencies and thirty-five (35) were adopted out directly by Animal Control. Four (4) additional adoptions were pending at

the end of the year. Records show that 170 dogs were euthanized (some at the owner's request). According to a February 23, 2014 article in the Pantagraph, Animal Control's rate of euthanasia twenty-seven percent (27%) is among the lowest of Central Illinois shelters.

- Saturday hours: The hours and budget of the Center are controlled by the McLean County Health Department and the County Board. A decision to expand hours will increase costs. Recently, an initiative to increase the budget of the Center and hire an additional staff person was denied by the County Board. Staff is open to continuing a dialogue on this point in the future, but is unable to negotiate a change in hours and costs in the time remaining before the April 30, 2014 expiration of the present agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Animal Control staff, City Legal and Police staff.

FINANCIAL IMPACT: A two percent (2%) increase from \$34,847 to \$35,544 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2014 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up by a McLean County Animal Control Warden or any other authorized representative of the MUNICIPALITY; and,

WHEREAS the MUNICIPALITY wishes to contract for prompt and quality shelter for stray or straying dogs and dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the BOARD OF HEALTH has the capacity to provide such services and will permit 24-hour, seven days per week access to the McLean County Animal Control Center; and,

WHEREAS the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the BOARD OF HEALTH and the MUNICIPALITY as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2014 through April 30, 2015.
2. The BOARD OF HEALTH agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the MUNICIPALITY; b) dogs and cats seized by MUNICIPALITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of MUNICIPALITY and CRIMINAL CODES; and, d) dogs and cats summarily seized by MUNICIPALITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The BOARD OF HEALTH agrees to assist the MUNICIPALITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the MUNICIPALITY and providing within the Animal Control

Center information and education materials to residents of the MUNICIPALITY concerning ordinances prohibiting dogs and cats from running at large.

4. The MUNICIPALITY agrees to pay to the BOARD OF HEALTH for such services thirty five thousand five hundred forty four dollars (\$35,544) per year, payable as follows:

A. The monthly payment will be two thousand nine hundred sixty two dollars (\$2,962), beginning May 1, 2014 and continuing throughout the term of this AGREEMENT.

5. Payments for services rendered pursuant to this AGREEMENT will be made by the MUNICIPALITY to the BOARD OF HEALTH (payable to the McLean County Health Department) monthly no later than the 15th day of each month.

6. The BOARD OF HEALTH shall indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

7. The MUNICIPALITY shall indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

8. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the MUNICIPALITY pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the BOARD OF HEALTH and County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The MUNICIPALITY agrees that the BOARD OF HEALTH shall have no obligation to hold animals any longer than required by law; provided however the BOARD OF HEALTH will hold an animal longer at the request of the MUNICIPALITY on the condition that there is sufficient space available to house the animal and that the MUNICIPALITY agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the BOARD OF HEALTH in addition to the reclamation/release fee of the MUNICIPALITY.

9. This AGREEMENT may be terminated at the request of the MUNICIPALITY or of the BOARD OF HEALTH upon ninety days written notice being provided by either party to the other.

10. It is understood that the terms of this AGREEMENT include all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

CITY OF BLOOMINGTON

Municipal Corporation,

By _____ Date: _____

Tari Renner, Mayor

ATTEST:

By _____ Date: _____

Tracey Covert, Bloomington City Clerk

McLEAN COUNTY BOARD OF HEALTH

By _____ Date: _____

Walter P. Howe, Director



FOR COUNCIL: April 28, 2014

SUBJECT: Animal Control Warden Services Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. The Town of Normal has a similar agreement for these services. Specific services and conditions are outlined in the intergovernmental agreement. The agreement reflects an increase from \$99,426 to \$101,412, a two percent (2%) increase which has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A two percent (2%) increase from \$99,426 to \$101,412 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**AGREEMENT
FOR
ANIMAL CONTROL WARDEN SERVICES**

This AGREEMENT for Animal Control Warden Service made this 1ST day of May, 2014 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the MUNICIPALITY; and,

WHEREAS, there is a need to remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the MUNICIPALITY during these time periods; and,

WHEREAS, the BOARD OF HEALTH has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the BOARD OF HEALTH, by and through the McLean County Health Department, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and County ordinances enacted attendant thereto by the County of McLean; and,

WHEREAS, the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That the parties enter this AGREEMENT for the period May 1, 2014 through April 30, 2015.

2. That the BOARD OF HEALTH agrees as follows:

A. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the MUNICIPALITY, within a reasonable period of time;

B. To remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY twenty-four (24) hours per day within a reasonable period of time;

C. To remove dead animals from public right of ways within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY, and to remove dead dogs and cats from private property within the corporate limits of the MUNICIPALITY when an owner is unknown, twenty-four (24) hours per day within a reasonable period of time provided that the MUNICIPALITY provides a disposal site for said carcasses. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the MUNICIPALITY it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal. The MUNICIPALITY may request removal of a dead animal found on private property in the event a property owner does not comply with removing the dead animal within a reasonable amount of time, providing that the Animal Control Program has the wherewithal to provide services for the removal requested.

D. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be impounded pursuant to an arrest of the owners or person having custody of such dog(s) or cat(s) for enforcement of MUNICIPAL and CRIMINAL codes, other than Section 2 paragraph E and Section 3 paragraph B, providing that the Animal Control Program has the wherewithal to provide services for the removal requested. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.

E. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL and or CRIMINAL CODES, and dogs and cats seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs and cats, which assistance shall be subject to the terms of Section 3 paragraph B. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.

F. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the MUNICIPALITY twenty-four (24) hours day within the corporate limits of the MUNICIPALITY within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper or referred to the Department of Natural Resources for wildlife removal;

G. To continue to collect and remit to the MUNICIPALITY all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the MUNICIPALITY'S ordinance governing animal and fowls;

H. To provide the MUNICIPALITY written evidence, in a manner acceptable to the MUNICIPALITY, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement;

I. To indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the MUNICIPALITY agrees as follows:

A. To pay the BOARD OF HEALTH for such services One hundred one thousand four hundred twelve dollars (\$101,412), payable as follows: Eight thousand four hundred fifty one dollars (\$8,451) monthly beginning May I, 2014, and continuing throughout the term of this agreement for the services described in paragraphs A, B, C, E, F, G, H and I of Section 2;

B. To pay the BOARD OF HEALTH forty five (\$45.00) dollars per hour per Warden for the services specified in paragraph E in Section 2, The MUNICIPALITY understands and agrees that the BOARD OF HEALTH shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after the execution of a warrant as provided in Section 2 paragraph E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. The MUNICIPALITY shall give the notice in writing at the time of the arrest, execution of the warrant or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the BOARD OF HEALTH;

C. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after their arrest as provided in Section 2 paragraph D and E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. Notice shall be given in writing at the time of the arrest or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the BOARD OF HEALTH;

D. To indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies;

E. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the BOARD OF HEALTH.

4. That the BOARD OF HEALTH and the MUNICIPALITY agree as follows:

A. That this agreement may be terminated for any of the following reasons:

- i. At the request of the MUNICIPALITY upon ninety (90) days written notice.
- ii. At the request of the BOARD OF HEALTH upon ninety (90) days written notice.

B. That in the event this Agreement is terminated prior to its expiration, then the MUNICIPALITY agrees to pay the BOARD OF HEALTH for any services outstanding rendered by the BOARD OF HEALTH.

C. That this Agreement includes all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.

E. That any issues pertaining to the sheltering of animals shall come under the Inter-Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON

Municipal Corporation,

By _____ Date: _____

Mayor Tari Renner

ATTEST:

By _____ Date: _____

Tracey Covert
Bloomington City Clerk

McLEAN COUNTY BOARD OF HEALTH

By _____ Date: _____

Walter P. Howe
Director



FOR COUNCIL: April 28, 2014

SUBJECT: Assignment of Hockey License Agreement

RECOMMENDATION/MOTION: That the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in a cost-effective manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On April 14, 2014, Council approved a Hockey License Agreement CSH International, Inc. (CSH) for a new hockey franchise at the US Cellular Coliseum. CSH subsequently informed Central Illinois Arena Management (CIAM) that one of its subsidiary corporations would actually hold the league license with the USHL and therefore this subsidiary, BIHT, Inc., needed to be added to the Hockey License Agreement. Correspondence from William Mueller dated April 18, 2014 has been provided to Council. The Assignment of Hockey License Agreement adds BIHT, Inc. to the hockey license, essentially giving BIHT, Inc., the same rights and obligations as CSH under the Hockey License Agreement, but also keeps CSH as a party to and liable under the Hockey License Agreement. CIAM has presented this as a “routine and ordinary transaction” and advantageous to both CIAM and the City as there are now “two responsible parties under the Hockey License.”

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'David A. Hales'.

David A. Hales
City Manager

Attachments: Attachment 1. Assignment of Hockey License Agreement
Attachment 2. Correspondence

Motion: That the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ASSIGNMENT OF HOCKEY LICENSE AGREEMENT

CSH International, Inc., a Delaware Corporation (hereafter Assignor) hereby assigns, transfers, sells, conveys and sets over to BIHT, Inc., a Nevada Corporation (Assignee) all of the right, title and interest of Assignor as Licensee under the Hockey License Agreement between Assignor, the City of Bloomington Illinois (the City) and Central Illinois Arena Management, Inc. (CIAM) dated April 14, 2014 (the Hockey License) for the use and conduct of Assignor's and Assignee's hockey games at the U.S. Cellular Coliseum.

Assignor and Assignee represent and warrant to each other, the City and CIAM as follows:

1. Assignee is wholly owned by Assignor.
2. A true and correct copy of the Hockey License has been delivered by Assignor to Assignee and Assignor is not in default thereunder and that no event has occurred which with the passage of time and the giving of notice or both would constitute a default.
3. Neither the City or CIAM as Licensor under the Hockey License are waiving any term, condition or obligation of the Assignor under the Hockey License; nor is the City or CIAM as Licensor under the Hockey License releasing or discharging the Assignor from any term, condition or obligation of it under the Hockey License. Assignor acknowledges it is not being released of any or the terms, conditions or obligations under the Hockey License and agrees to be bound by same.
4. This Agreement is entered into in the State of Illinois, County of McLean and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the principal of conflicts of laws.
5. The undersigned Officers and Directors of the Assignor and Assignee represent and warrant that each has the full right, power and authority to execute and enter into and to perform this Assignment and that all formalities and consents required of each have been performed and received.

In witness thereof, intending to be legally bound, this Assignment is executed by Assignor and Assignee on the ____ date of April, 2014.

CSH International, Inc.,
a Delaware Corporation

BIHT, Inc.,
a Nevada Corporation

By: _____
Its _____
Print Name _____

By: _____
Its _____
Print Name _____

Print Title _____

Print Title _____

ACCEPTANCE OF ASSIGNMENT

Assignee, BIHT, Inc. accepts the forgoing Assignment and agrees to fully perform all terms, covenants, conditions and obligations set forth in the Hockey License or Licensee from and after the date hereof.

In witness thereof, Assignee, intending to be legally bound has executed this Agreement on the ____ day of April, 2014.

BIHT, Inc, a Nevada Corporation

By: _____

Its _____

Print Name _____

Print Title _____

CONSENT TO ASSIGNMENT

The City and CIAM, as Licensors under the Hockey License hereby consent to the Assignment of the Hockey License on the terms set forth above and without release or waiver whatsoever of CSH International, Inc.; and acknowledges that as of the date hereof, neither has any knowledge of any default of the Hockey License by Assignor. This consent is made pursuant to paragraph 21(f) of the Hockey License.

In witness thereof, intending to be legally bound, the City and CIAM have executed this consent on the ____ day of April, 2014.

CITY OF BLOOMINGTON

CENTRAL ILLINOIS ARENA
MANAGEMENT, INC.

By: _____

Its _____

Print Name _____

Print Title _____

By: _____

Its _____

Print Name _____

Print Title _____



LAW OFFICE
MUELLER, REECE & HINCH, LLC

202 NORTH CENTER STREET
BLOOMINGTON, IL 61701

April 18, 2014

WILLIAM A. MUELLER, JR.

JAY D. REECE

NATHAN B. HINCH
Via Email Only

PHONE: (309) 827-4055

FAX: (309) 829-6742

WWW.MRH-LAW.COM

Jeffrey R. Jurgens
City Attorney
109 East Olive Street
Bloomington, Illinois 61701

RE: CHS Hockey License Assignment
13-5000-BT

Dear Jeff:

See attachment being Assignment of Hockey License Agreement by CHS International, Inc. to its wholly owned subsidiary BIHT, Inc.

As we discussed on the telephone, CHS International, Inc. as part of its internal organization has a separate subsidiary for each of its hockey locations. In the case of Bloomington it is BIHT, Inc.

The actual member of the USHL will be BIHT, Inc. and accordingly it should have an interest and be a party to the License Agreement. Therefore, I have drafted the attached Assignment. Note that CHS International, Inc. is not being released from its obligation and accordingly there is an advantage to the management company and City in that there are now two responsible parties under the Hockey License. If the owner had asked that BIHT, Inc. be the initial licensee under the Hockey License, we would have asked CHS International, Inc. to guaranty the License.

John and I are glad to answer any questions anyone may have regarding the Assignment and also arrange for a conference call with Gary Gelinis if necessary. This is however a very routine and ordinary transaction and hope that it can be approved by the City Council at its next meeting on April 28, 2014.

Please let me know at your earliest convenience if you have any questions regarding the Assignment.

Very truly yours,

William A. Mueller, Jr.

WAM/slp

cc: John Y. Butler
Attachment



FOR COUNCIL: April 28, 2014

SUBJECT: Analysis of Bids and Approval of Contract for the Water Infrastructure Replacement in the Parkview Area - Phase III and the Parmon Rd. Area - Phase I

RECOMMENDATION/MOTION: That the base bid price of \$416,932 for the Parkview Area - Phase III water infrastructure improvements and \$431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of \$848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term, and 5e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: For the Parkview Area, (map provided), this is an older west side residential neighborhood that has been the site of numerous water main failures through the years. The Parkview Area Project - Phase III, is bounded on the north by Miller St., on the east by Livingston St., on the south by Beyer St., and on the west by the Barker St.

Phase I of the Parkview Area project was completed in the spring 2008. It was a neighborhood water system improvement project and involved the installation of replacement water infrastructure on Livingston St. from Beyer to Tokio St., Tokio from Livingston to Hinshaw Ave., Barker from Tokio to Beyer and the alley between Barker and Hinshaw, south of Tokio.

Phase II of the Parkview Area project, completed in 2011, involved the replacement of the water infrastructure on Miller St. from Barker to the railroad tracks, a portion of Pancake St. between Miller and Wood St., Hinshaw from Miller to Wood and Barker from Miller to Wood. The project also involved the installation of four (4) new or replacement fire hydrants, the replacement of all water services from the water main to the curb stop. A few homes had the water service installed from the water main into their homes because the existing water main connection was not in the front of the home and their curb stop was either in a side or back yard. Additionally, two (2) old undersized water mains: a six inch (6") main and a two inch (2") line, that ran through now abandoned alleys were abandoned in place were no longer in use when the project was completed.

Parkview Area project Phase III will involve the replacement of water infrastructure in an area bounded on the north by Miller, on the east by Livingston, on the south by Beyer, and on the west by the Barker.

The Parmon Rd. Area Project - Phase I, (map provided), is another older residential neighborhood on the east side of the City and has been the site of numerous water main failures in recent years, including several this winter. The Parmon Rd. Area Project - Phase I will replace the existing water infrastructure and runs along Parmon for its entire length from the south at Lincoln St. to the north at Peirce Ave.

Both projects will utilize eight inch (8") cement lined, ductile iron water main. Ductile iron water main is more flexible than cast iron pipe and with it being lined, (a thin coat of cement is manufactured into the inside of the pipe), and the water does not come in direct contact with the ductile iron. This lining will greatly reduce the corrosion (rust) forming inside the pipe. All the water services will be renewed along the route of the water infrastructure replacement, new main line valves will be replaced and new fire hydrants will be installed, improving fire protection in the areas.

This water infrastructure bid is a new approach in that it places added emphasis on completion of these projects in a timely manner. The format is known as an "A plus B" format whereby the bid price and possibly the amount of time (work days) the bidder submits for the completion of the project are taken into account.

If two (2) identical low bid prices are submitted, the amount of days for completion that the bidders submitted are multiplied by \$500, (the dollar amount of the contractual early completion incentive or late completion penalty), and added to the low base bid price to determine an overall A plus B bid amount. The low A plus B bid amount is the overall low bidder.

The amount of days submitted by the successful low bidder becomes the basis for the early completion incentive or late completion penalty. Therefore, in this style of bidding, the bidder with the outright low, qualified bid is the successful low bidder. However, as mentioned previously, if the bid prices are identical, the bidder with a tie bid amount but with the earliest completion date would be the successful bidder.

Both of these projects also have an early completion incentive of \$500/day up to a maximum of fifteen (15) days or a total of \$7,500. It should be noted that this project also has the standard liquidated damages of \$500/day, (with no maximum), for being late on the project.

Requests for bids for the above-mentioned project were advertised and six (6) plan sets were picked up by interested contractors. Four (4) sealed bids for the project were opened at 2:00 PM, April 9, 2014. Unfortunately, one (1) contractor was late with their bid and that bid was rejected. The following is the summary of the bids received by the deadline, from the lowest to the highest:

George Gildner, Inc.*	Base Bid Parkview Area - Phase III	\$416,932.00
Bloomington, IL	Base Bid Parmon Road Area - Phase I	\$431,324.00
	Total Base Bid	\$848,256.00
	Possible early completion incentive (up to)	\$7,500.00
Stark Excavating, Inc.	Base Bid Parkview Area - Phase III	\$401,211.00
Bloomington, IL	Base Bid Parmon Road Area - Phase I	\$473,766.00
	Total Base Bid	\$874,977.00
	Possible early completion incentive (up to)	\$7,500.00
G. A. Rich & Sons, Inc.	Base Bid Parkview Area - Phase III	\$411,718.00
Deer Creek, IL	Base Bid Parmon Road Area - Phase I	\$464,673.00
	Total Base Bid	\$876,391.00
	Possible early completion incentive (up to)	\$7,500.00
Walker Excavating Co., Inc.	Base Bid Parkview Area - Phase III	\$414,339.67
Peoria, IL	Base Bid Parmon Road Area - Phase I	\$469,700.52
	Total Base Bid	\$884,040.19
	Possible early completion incentive (up to)	\$7,500.00
Engineers' Estimate	Parkview Area - Phase III	\$430,000.00
	Base Bid Parmon Road Area - Phase I	\$460,000.00
	Total	\$890,000.00
	Possible early completion incentive (up to)	\$7,500.00
FY 2014 Capital Budget	Parkview Area - Phase III	\$350,000.00
	Base Bid Parmon Road Area - Phase I	\$500,000.00
	Total	\$850,000.00
	Possible early completion incentive (up to)	\$7,500.00

*Recommended, responsible low bidder.

Staff and Clark-Dietz, design engineering firm, Inc. have analyzed the bids. One bidder, (G. A. Rich & Sons, Inc., the third lowest bidder), failed to include the two (2) addendums in the bid package although this bidder did acknowledge the addendums on the bid package envelope. Acknowledgment of the addendums is the critical issue for the City in that it signifies that all bidders were aware of any questions, answers or clarifications that arose during the pre-bid meeting.

The City's advertisement for bids contains the following language, "The City reserves the right to reject any and all bids and waive technicalities in bidding". Staff views the failure to include the addendums in the bid submittal envelope while acknowledging the receipt of the addendums on the outside of their sealed envelope as a minor technicality.

A minor technicality is one, which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid from the exact requirement in the Invitation for Bid, the correction or waiver of which would not be prejudicial to other bidders. The defect or variation in the bid is immaterial when its significance as to price, quantity or quality or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured. Failure to acknowledge the return of an addendum on the outside of an envelope, failure to return the addendum in the bid envelope, a small mathematical error and the use of a form equal in substance to the form provided in the specifications are examples of minor technicalities that may be waived.

Although the bidder that did not submit the addendums in the bid package envelope, G. A. Rich & Sons, Inc. was not the successful low bidder, and staff recommends that this bid be accepted as well.

It should be noted that all of the bids were close to one another and below the Engineer's Estimate. From the lowest bid to the highest bid, the difference was only 4.2% or about \$36,000 on an \$848,000 project. This would indicate that the bidders understood the scope and difficulty of the project. Additionally, the number of days submitted for completion ranged from 140 to 150 days and again indicates the bidders were in general accord with the length of time it would take to finish the project. Lastly, the project (bid as one (1) project but identified as two (2) projects in the capital budget), was less than the combined budget amount for the two (2) projects contained in the FY 2014 Water Department's capital budget.

Staff recommends the acceptance of the lowest bid from George Gildner, Inc. in the amount of \$848,256.00. With early completion of this project from the 146 days submitted in the bid, the contractor can earn up to a maximum of \$7,500 at \$500 per day for a total of fifteen (15) days.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was released March 13, 2014. Invitations to bid were sent to all known local providers and published in the Pantagraph on March 13, 2014. Bids were due and opened on April 9, 2014.

FINANCIAL IMPACT: Payment for the construction of these water infrastructure improvements will be made from the Water Transmission Distribution - Water Main Construction & Improvement account (50100120 - 72540). These two (2) projects were

budgeted in the FY 2014 Budget for \$850,000.00. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 140.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Maps

Motion: That the base bid price of \$416,932 for the Parkview Area - Phase III water infrastructure improvements and \$431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of \$848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



Parmon Road Area
Project- Phase I

Parmon Road Area
Project - Phase I
Construction Boundaries





ADDENDUM II

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 28, 2014

CHANGE TO CONSENT AGENDA

Item 6. Remote Participation

- a. Verify that a quorum is present.
- b. Request to participate via telephone by Alderman Sage due to personal illness. (Recommend that Alderman Sage be allowed to participate remotely via telephone.)

Items 6-15. Items 6 through 15 have been renumbered to items 7 through 16.