



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

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

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.

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

The City's Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council's Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.)

- A. Consideration of approving the Minutes of the April 18, 2016 Special Session Meeting and the April 11, 2016 Regular City Council Meeting. *(Recommend that the reading of the minutes April 18, 2016 Special Session Meeting and the April 11, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$5,575,091.27. *(Recommend that the bills, payroll, electronic transfers, and procurement cards be allowed in the amount of \$5,575,091.27. and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments and Reappointments to Various Boards and Commissions. *(Recommend that Michael Kerber be reappointed to the Cultural District Commission and that Van Miller be reappointed to the Library Board of Trustees and that Kyle Silver be appointed to the Sister City (Japan) Committee and Alicia Henry be appointed to the Library Board of Trustees.)*
- D. Consideration of approving a three-year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services from May 1, 2016 through April 30, 2018. *(Recommend that the three (3) year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services be approved at an hourly rate of \$175.00 with a not to exceed cap of \$16,500 per year, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- E. Consideration of approving a Contract with Arthur J. Gallagher for Insurance Coverage and Broker Service, and authorize Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Broker Service. *(Recommend that the contract with Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2016 through April 30, 2017, in the amount of \$38,625 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- F. Consideration of approving a Contract with Alternative Services Concepts (ASC) for the Fiscal Year May 1, 2016 through April 30, 2018 for providing Third Party Administrator Claims Adjustment Service. *(Recommend that the RFP for Third Party Administrator (TPA) Claims Adjustment Services be awarded to Alternative Services Concepts (ASC) for May 1, 2016 through April 30, 2018 in the amount of \$471,873.69, and that the City Manager and City Clerk be authorized to execute necessary documents in a form deemed acceptable to the City Manager.)*

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- G. Consideration of approving a Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Training Facility Improvements, (RFQ 2016-04). *(Recommend that the Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Training Facility Improvements in the amount of \$55,100.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- H. Consideration of approving a Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services for Demolition of the City Hall Annex, (RFQ 2016-04). *(Recommend that the Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services for Demolition of the City Hall Annex in the lump sum amount of \$68,600.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- I. Consideration of Review and Analysis of RFQ # 2016-36 - Lift Station and Force Main Evaluation. *(Recommend that the Professional Services Contract with Maurer Stutz, Inc. for the evaluation of various lift station improvements and associated appurtenances at a cost of \$197,288.00 be approved and the City Manager and City Clerk authorized to execute the necessary documents.)*
- J. Consideration of an approving an Intergovernmental Agreement between the City of Bloomington and Hudson Township Road District for equipment rental and maintenance. *(Recommend that the Intergovernmental Agreement with Hudson Township Road District for equipment rental and maintenance be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of approving the submittal of an application for Monarch Butterfly Conservation Fund Grant 2016. *(Recommend that Council approves the Parks, Recreation, and Cultural Arts Department to apply for 2016 Monarch Butterfly Conservation Fund Grant through the National Fish and Wildlife Foundation.)*
- L. Consideration of approving a two-year agreement with the Ecology Action Center for a Bloomington-Normal Community Energy Strategic Plan. *(Recommend that the Agreement with the Ecology Action Center for a Bloomington-Normal Community Energy Strategic Plan in the amount of \$9,310 annually for two (2) years for a total of \$18,620 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of approving a Resolution waiving the bidding requirements and approve a Contract with POS Partners, Inc. to Purchase a Replacement Point of Sale System for Use within the US Cellular Coliseum. *(Recommend that the City Council approve a Resolution waiving the bidding requirements and approve an Agreement with POS Partners, Inc., in the amount of \$147,030.00 for the purchase and implementation of a FuturePOS point of sale*

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(POS) system and the Mayor and City Clerk be authorized to execute the resolution and the City Manager and City Clerk be authorize the agreement.)

- N. Consideration of approving an Ordinance to Cede the City of Bloomington's Allocation of the Private Activity Bonding Cap to the Eastern Illinois Economic Development Authority. *(Recommend that the Ordinance is adopted and the City of Bloomington's 2016 Private Activity Volume Bond Cap is ceded to the Eastern Illinois Economic Development Authority, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- O. Consideration of Approving an Ordinance approving a Petition for Dedication of Public Utility Easement. *(Recommend that the Ordinance be adopted and the Petition approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- P. Consideration of adoption of an ordinance approving a Special Use Permit for a Duplex in an R-1C, High Density Single Family Residential District for the property located at 1015 ½ E. Front Street. *(Recommend that an ordinance be adopted approving a Special Use Permit for a Duplex in a R-1C District for the property located at 1015 ½ E. Front Street, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- Q. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on October 1, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on October 1, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Public Hearing"

- A. Public Hearing for Cable Television Franchise with CMN-RUS, INC. (Metronet).
 - (a) Open Public Hearing
 - (i) Staff Overview *(Presentation by David Hales, City Manager and Austin Grammer, Economic Development Coordinator 5 minutes)*
 - (ii) John Campbell, Corporate Counsel, Metronet (5 minutes)
 - (iii) Public Comment
 - (iv) Close Public Hearing

9. "Regular Agenda"

- A. Consideration of approving an Ordinance Ratifying a Cable Television Franchise Agreement with CMN-RUS, INC. (Metronet). *(Recommend that the Ordinance approving and authorizing entering into and executing a Cable Television Franchise Agreement with CMN-*

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RUS, INC. be approved and authorize the Mayor and City Clerk to execute the necessary documents.) (David Hales, City Manager and Austin Grammer, Economic Development Coordinator, Presentation 5 minutes, Council Discussion 5 minutes).

- B. Presentation regarding Connect Transit Comprehensive Operational Analysis and Route Restructure Plan. *(Presentation by Andrew Johnson, General Manager, Connect Transit 10 minutes, Council discussion 15 minutes)*
- C. Consideration of approving an Ordinance Increasing Liquor License Fees. *(Recommend the Ordinance Increasing Liquor License Fees be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Commissioner Jim Jordan and Mayor Tari Renner, 15 minutes, Council discussion 15 minutes.)*
- D. Consideration of approving an Ordinance, Amending Chapter 6 of the Bloomington City Code to provide for Video Gaming Licensing. *(Recommend that the Ordinance amending Chapter 6 of the Bloomington City Code to provide for video gaming licensing be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Commissioner Jim Jordan and Mayor Tari Renner, 15 minutes, Council discussion 15 minutes.)*
- E. Consideration of Approving a:
 - (a) Contract with Rowe Construction for the FY 2017 General Resurfacing program, (RFQ 2016-39).
 - (b) Contract with Rowe Construction for the FY 2017 Street and Alley Repair program, (RFQ 2016-40).
 - (c) Contract with J. G. Stewart Contractors, Inc. for FY 2017 Sidewalk Replacement and Handicap Ramp Program, (RFQ 2016-38).

(Recommend that the unit prices from Rowe Construction, for the FY 2017 General Resurfacing Program in the amount of \$2,395,990.71 be accepted; that the unit prices from Rowe Construction, for the FY 2017 Street and Alley Repair program in the amount of \$1,300,343.29 be accepted; that the unit prices from J. G. Stewart Contractors, Inc., for the FY 2017 Sidewalk Replacement and Handicap Ramp Program in the amount of \$900,000 be accepted, and the contracts for each contractor be approved and authorize the City Manager and City Clerk to execute the necessary documents.) Presentation by Steve Rasmussen, Assistant City Manager and Jim Karch, Director of Public Work 10 minutes, 10 minutes Council discussion)

- F. Consideration of Review and Analysis of Bids, and approval of the HoJo and Wittenberg Sewer Improvements Contract, City Bid No. 2016-44. *(Recommend that the unit prices from Stark Excavating, Inc. be accepted, and a contract awarded in the amount of \$1,450,000.00,*

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and the City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Steve Rasmussen, Assistant City Manager and Jim Karch, Director of Public Work 5 minutes, 10 minutes Council discussion)

- G. Consideration of adoption of an ordinance amending Chapter 24 of the City Code regarding street and alley vacation and adopting a policy on same. *(Recommend approving an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by David Hales, City Manager and Jeff Jurgens, Corporation Counsel, 5 minutes and Council discussion 10 minutes.)*

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

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2015 Strategic Plan Goals

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

Proclamation

DECLARING OF APRIL 25 – APRIL 30, 2016 AS

"INTERNATIONAL UNDERSTANDING AND WORLD PEACE WEEK"

WHEREAS, since its inception in 1965, the Group Study Exchange Program of The Rotary Foundation has provided grants to people to travel abroad and share information with their counterparts in other countries, and;

WHEREAS, Group Study team members spend four to six weeks studying the culture, people and the practices of his/her counterpart of the other country, and;

WHEREAS, The Rotary Foundation funds the round trip airfare and the Rotary Clubs in host countries provide lodging, meals and other travel costs, allowing the opportunity for participants to become acquainted with the people, customs and culture of the host Country; and

WHEREAS, this year, the Group Study Exchange Team, consisting of the following members from Romania visiting our area from April 10 – April 30, 2016 studying our country's institutions, economy and culture while observing how their own professions are practiced here.

Paul Corbeanu - Rotary Team Leader - age 51 – Rotarian RC Lugoj, Software Engineer

Petrovici Jasmina - age 29 – Actress

Nitu Mircea - age 33 – Electrical Engineer

Blaj Corina - age 33 – Economist/Accountant

Bulacu Alexandru - age 46 – Rotarian RC Hateg, Ranger

THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim

APRIL 25 – APRIL 30, 2016

AS

'INTERNATIONAL UNDERSTANDING AND WORLD PEACE WEEK'

In Witness Whereof, I have hereunto set my hand and caused the official seal of the City of Bloomington to be affixed this 25th day of April, 2016


Tari Renner
Mayor




Cheryl Lawson
City Clerk

PROCLAMATION

Declaring May 2016 to be Building Safety Month

WHEREAS, our City's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and,

WHEREAS, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and,

WHEREAS, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play; and,

WHEREAS, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as snowstorms, tornadoes, wildfires, floods and earthquakes; and,

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings; and,

WHEREAS, "Building Codes: Driving Growth through Innovation, Resilience and Safety" is the theme for Building Safety Month 2016, to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and,

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby proclaim the month of May 2016 as

Building Safety Month


Tari Renner
Mayor




Cherry Lawson
City Clerk

PROCLAMATION

Declaring May 1 - May 7, 2016 as

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*

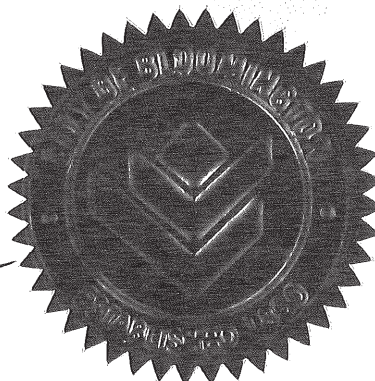
Whereas, *It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

Now, Therefore, *I, Tari Renner, Mayor of, Bloomington, IL do recognize the week of May 1- May 7, 2016, 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




Cherry Harrison
City Clerk

Bloomington Parks, Recreation & Cultural Arts

Celebrating our
28th Year
as a
TREE CITY USA



What is Tree City USA?



TREE CITY USA®

*A national
program that
provides the
framework for
community
forestry
management
for cities and towns
across America.*



REQUIREMENTS

- 1 *A Tree Board or Department*
- 2 *A Tree Care Ordinance*
- 3 *A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita*
- 4 *An Arbor Day Observance and Proclamation*



**What are the
benefits to
Bloomington
by being a
Tree City USA?**

Reduce Costs

for energy, storm water management,
and erosion control. Trees yield up to
three times their cost in overall benefits
to the city, averaging **\$273** per tree.

SOURCE:  Arbor Day Foundation™



Cut energy consumption

by up to 25%. Studies indicate that as few as three additional trees planted around each building in the United States could save our country \$2 billion, annually, in energy costs.

SOURCE:  Arbor Day Foundation™



Boost property values

across your community. Properly placed trees can increase property values from 7-21% and buildings in wooded areas rent more quickly and tenants stay longer.

SOURCE:  Arbor Day Foundation™



Build stronger ties

to your neighborhood and community.

**Trees and green spaces directly correlate
to greater connections to the neighbor-
hood and neighbors.**

SOURCE:  Arbor Day Foundation™





OUR FORESTRY DIVISION

Jay Tetzloff

Bob Moews
Superintendent of Parks

David Lamb
Assistant Superintendent of Parks

Will Jackson
Forester

Steve Connor
Forester

Greg Winterland
Forester

Forestry Division

Since last spring, Parks Maintenance crews:

- Trimmed over 2,470 trees
- Performed 926 removals to prevent the destructive path of the Emerald Ash Borer (EAB)
- Planted 630 new trees



Emerald Ash Borer

Information

- **First discovered in Bloomington July 18th, 2008**
- **4020 ash trees on City Property in 2008**
- **1200 remaining**
- **All standing dead ash or hazardous have been removed**
- **2 Ash only inventories have been completed**
- **250 specimen ash have been treated on a two year program, starting in 2013**



ONGOING EFFORTS

*Ongoing
projects in
Forestry Division...*

- Ash management
- Sidewalk and tree conflicts and solutions
- Updating tree inventory – Ash
- Planting approximately 600 trees a year



 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7A

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the reading of the minutes April 18, 2016 Special Session Meeting and the April 11, 2016 Regular City Council Meeting, 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 Special Session Meeting Minutes and the Council Regular City Council Meeting Minutes 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: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:



David A. Hales
City Manager

Attachments:

- April 18, 2016 Special Session Meeting
- April 11, 2016 Regular City Council Meeting

Motion: That the reading of the minutes April 18, 2016 Special Session Meeting and the April 11, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

Special City Council Meeting of the Bloomington City Council
City Hall Council Chambers
109 E. Olive Street, Bloomington, IL 61701
Monday, April 18, 2016; 5:30 PM

1. Call to Order

The Council convened in Special Session in the Council Chambers, City Hall Building, at 5:30 p.m., Monday, April 18, 2016. The Meeting was called to order by Mayor Renner.

2. Roll Call

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

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

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Jeffery Jurgens, Corporation Counsel; George Boyle, Assistant Corporation Counsel; Angela Fyans-Jimenez, Deputy Corporation Counsel; Cherry L. Lawson, City Clerk; Brendan Heffner, Police Chief; Nicole Albertson, Human Resources Director; Tom Dabareiner, Plan/Code Enforcement Director; Jim Karch, Public Service Director; Scott Sprouls, Information Services Director; Brian Mohr, Fire Chief; Austin Grammer, Economic Development Coordinator and other City staff were present.

3. Public Comment

Patricia Marton

The following was presented:

Item No. 4. Action on settlement authority in the case Calhoun v. City of Bloomington, et. al. Case No. 15-CB-1247.

Jim Sotos, Attorney Sotos Law Firm, Itasca, IL, provided a brief update on the Calhoun v. City of Bloomington case. Same was resolved with the plaintiff accepting an offer from the City in the amount of \$120,000 plus attorney's fees and costs. The anticipated defense costs were expected to be significantly higher than the settlement amount. The decision to settle was an economic decision made by the City's insurer.

The settlement was not an admission of liability. The City believed the officers acted appropriately the night of the incident.

The case settlement was being handled procedurally through an Offer of Judgment with no formal settlement agreements to approve, nor any other documents that required execution by the City to finalize the case.

Mayor Renner requested a motion on this item.

Motion by Alderman Schmidt, seconded by Alderman Painter, that formally approves and ratifies the settlement and Offer of Judgment in the amount of \$120,000 in the case Calhoun v. City of Bloomington, et al., Case No. 15-CB-1247, and authorize the City Mayor and City Clerk to execute any and all documents necessary to effectuate the resolution of the case.

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

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

Nays: None.

Motion carried.

The following was presented:

Item No. 5. Action on the application from VenuWorks of Bloomington, LLC, d/b/a US Cellular Coliseum (USCC), located at 101 S. Madison St., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Motion by Alderman Hauman, seconded by Alderman Mwilambwe, that an EAS liquor license for VenuWorks of Bloomington, LLC, d/b/a US Cellular Coliseum (USCC), located at 101 S. Madison St., be approved contingent upon compliance with all health safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

Item No. 6. Bloomington Administrative Court: First Year Presentation and Overview.

Angela Fyans-Jimenez, Deputy Corporation Counsel, provided a brief history. On November 10, 2014, Council approved an Administrative Court system for behavioral and property violations adjudication. Same was implemented in 2015, with the first hearing date held on April 1, 2015.

As a result of the Administrative Court, staff was able to focus on obtaining compliance with property code violations. Property violation cases handled in Administrative Court between April 1, 2015 and March 31, 2016, have resulted in approximately eighty-eight percent (88%) being in compliance. Property code violations issued and handled increased by 144%. The City focused on compliance as opposed to the collection of fines. When compliance was not obtained, the City pursued fines which accrued on a daily basis and could be significant.

The behavioral citations issued were down by thirty-two percent (32%) from the previous year. The Administrative Court oversaw 957 cases between April 1, 2015 and March 31, 2016.

Total citations collected were \$151,855 between April 1, 2015 and March 31, 2016. Staff estimated nearly ninety-five percent (95%) of those fines and fees were related to behavioral citations. Same represented a thirty-three percent (33%) decrease in fines received from the previous year.

Staff believed Administrative Court and focus on compliance was successful. The program improvements were speed and efficiency in which property code violations were heard and handled. Same improved the quality of life in the City and assisted with maintaining property values.

Next steps included: 1.) Evaluating and improving collection efforts; 2.) Improving the system to enforce judgments; and 3.) Requiring payment of costs with housing violations. Ms. Fyans-Jimenez recognized several police officers and PACE Inspectors for their Administrative Court service and support.

Alderman Fruin questioned how the public rated the process. Ms. Fyans-Jimenez stated the only complaint was the session time length.

Alderman Black commended Ms. Fyans-Jimenez for the process. He stated Ward Seven (7) residents were pleased with the progress.

Alderman Schmidt questioned determining when to take the process to court. Ms. Fyans-Jimenez stated that Inspectors provided recommendations on the action to be taken. Alderman Schmidt questioned the process for repeat offenders. Ms. Fyans-Jimenez outlined the steps taken.

Alderman Buragas questioned the common types of violations. Ms. Fyans-Jimenez stated garbage and rubbish was the most common violation for commercial properties. Single-family homes had a variety of code violations.

7. Motion to Enter into Closed Session

Mayor Renner requested a motion to enter into Closed Session

Motion by Alderman Hauman, and seconded by Alderman Mwilambwe, to enter into a Closed Session Meeting *per Section 2(c) 1 of 5 ILCS 120/1, Ch. 102.*

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

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

Nays: None.

Motion carried.

8. Motion to Return to Special Session and Adjourn

Motion made by Alderman Black, seconded by Alderman Painter, to return to special session and adjourn the meeting at 7:04 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, APRIL 11, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, April 11, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Alderman absent: Amelia Buragas.

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

5. Recognition / Appointments

The following were presented:

- A. Proclamation, declaring April 4 – 10, 2016 as, National Public Health Week.
- B. Proclamation, declaring April 10 – 16, 2016, as National Library Week.
- C. Proclamation, declaring April 12, 2016 to be Equal Pay Day.
- D. Proclamation, declaring April 2016 as, Child Abuse Prevention Month.
- E. Proclamation, declaring April 2016 as, Autism Awareness Month.
- F. Proclamation, declaring April to be Monarch Pledge Month.
- G. Proclamation, declaring April to be Safe Digging Month.
- H. Presentation of Commission Certificate to Officer Jacob Law.
- I. Appointment of David Beigie to the John M. Scott Health Care Commission (JMSHCC).
- J. Reappointment of Mark Williams to the Property Maintenance Review Board.

6. Public Comment

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

Judy Stearns
Bruce Meeks
Shelly Welleniter
Mark Johnson
Michael Gorman
Patricia Marton
Sarah Moore
Marco McCottry
Dominic Barraza

The following was presented:

7. Consent Agenda

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

Alderman Lower requested Item No. 7J be pulled from the Consent Agenda.

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

Motion by Alderman Black, seconded by Alderman Schmidt, that the Consent Agenda be approved with exception of Items 7J and 7L.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the following Meetings of the Council: March 28, 2016 Regular City Council Meeting, March 28, 2016 Work Session Meeting, March 14, 2016 Work Session Meeting, September 21, 2015 Special City Council Meeting, and the March 20, 2010 Work Session Meeting.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$5,092,170.87.

The following was presented:

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

The following was presented:

Item 7D. Consideration of approving and Intergovernmental Agreement with McLean County Animal Shelter for shelter and animal control related services.

The following was presented:

Item 7E. Consideration of Animal Control Warden Services approving an Intergovernmental Agreement with McLean County Health Department for Animal Control Warden Services.

The following was presented:

Item 7F. Consideration of approving a two year Agreement with the Ecology Action Center (EAC) for Energy Efficiency Programing.

The following was presented:

Item 7G. Consideration of approving the FY 2017 rock salt contract with the Illinois Department of Central Management Services.

The following was presented:

Item 7H. Consideration of Rejecting of all Bids for the Replacement Point of Sale System for the U.S. Cellular Coliseum.

The following was presented:

Item 7I. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 16, Block 3 of Camp Kickapoo, from Susan J. Hoof (Johnson) to Mark A. & Karen L. Oostman.

The following was presented:

Item 7J. Consideration of an Amendment to Chapter 40, Taxicab, Article XII, regarding Identification of Transportation Network Company Vehicles. ***Pulled from the Consent Agenda.***

The following was presented:

Item 7K. Consideration of approving an Ordinance approving Amendments to the Fiscal Year 2016 Budget for General Fund Transfers.

ORDINANCE NO. 2016 – 28
AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2016

The following was presented:

Item 7L. Consideration of approving Fiscal Year 2017 amendments to the Proposed Budget. ***Pulled from the Consent Agenda.***

The following was presented:

Item 7J. Consideration of an Amendment to Chapter 40, Taxicab, Article XII, regarding Identification of Transportation Network Company Vehicles.

ORDINANCE NO. 2016 -
AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 40, ARTICLE XII PERTAINING TO TRANSPORTATION
NETWORK COMPANIES

David Hales, City Manager, questioned how other communities identify Transportation Network Company (TNC) vehicles. George Boyles, Corporate Council, stated more research was needed to find the best fit for Public Safety and all parties' interests.

Motion by Alderman Lower, seconded by Alderman Schmidt, that an ordinance for Consideration of an Amendment to Chapter 40, Taxicab, Article XII, regarding Identification of Transportation Network Company Vehicles be held over to an undetermined future date.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7L. Consideration of approving Fiscal Year 2017 amendments to the Proposed Budget.

Motion by Alderman Schmidt, seconded by Alderman Painter, that the Fiscal Year 2017 amendments to the Proposed Budget be approved.

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

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

Nays: Aldermen Lower and Fruin.

Motion carried.

8. Regular Agenda:

The following was presented:

Item 8A. Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage.

Steve Rasmussen, Assistant City Manager, introduced Mike Nugent, Risk Manager, Nugent Consulting Group, Northbrook.

Mr. Nugent stated Arthur J. Gallagher (AJG) had served as the City's Insurance Broker since 2010. AJG was responsible for analyzing the insurance market and placing the City's Property, Liability, Excess Liability, Cyber, and Excess Worker's Compensation Insurance with another company. Same was retained on a one-year renewal basis. Premium negotiations were handled by Nugent Consulting Group. FY 2017 rates would increase 8.3% overall. Nugent Consulting Group negotiated premiums for less than seven percent (7%) increase. Mr. Nugent cited three (3) main factors driving the premium increase: 1.) Difficulty finding excess workers compensation coverage for Illinois municipalities; 2.) 13% increase in insured values and 3.) Adverse auto losses over the past year. (The auto deductible would double to \$50,000.)

He provided a four (4) year premium history by category and proposed premiums. The top three (3) premiums by category were: 1.) Property Insurance, increased by \$22,689 to \$125,113; 2.) Excess Worker's Compensation, increased by \$14,247 to \$279,562 and 3.) Liability increased by \$9,036 to \$304,776.

FY 2017 Insurance Premiums Total Cost, counting AJG's Broker Fee, would increase by 6.6% or \$52,570 to \$847,324.

The documentation that accompanied AJG's premiums had been placed on file with the City Clerk.

Motion by Alderman Hauman, seconded by Alderman Schmidt, that the payment to Arthur J. Gallagher Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2016, through April 30, 2017 be approved in the amount of \$847,324.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8B. Consideration of approving a First Amendment to the Contract for Professional Services at U.S. Cellular Coliseum.

David Hales, City Manager, stated that VenuWorks would provide a no-interest loan to the City to purchase the concession equipment. Operating Revenue generated from the U.S. Cellular Coliseum (USCC) would be used to repay the loan.

On March 28, 2016, Council approved the USCC management contract with VenuWorks of Bloomington, LLC. The initial contract term was for ninety (90) days to allow time for the formal management arrangement agreement finalization for five (5) years, with an option to terminate after three (3) years.

VenuWorks had entered into a purchase agreement with Central Illinois Arena Management (CIAM) in the amount of \$299,999 for the concession equipment, janitorial supplies and equipment, furniture and small wares acquisition. The City was responsible for reimbursing VenuWorks through a no-interest loan, outlined in the final five (5) year agreement. Upon final payment, the City would be provided clear title to the property.

Jeff Jurgens, Corporate Council, noted that the First Amendment addressed VenuWorks' ability to accept the assignment of sponsorship agreements and authorized a five percent (5%) commission payment for new sponsorship agreements.

The original contract contained a nominal \$1.00 monthly management services fee and no commissions' payment for either sponsorships or food sales.

Should the final agreement not be agreed upon, VenuWorks would be entitled to a pro-rata share of any sponsorship commissions earned. The City would take assignment of any sponsorship agreements and would be responsible for the \$299,999 equipment payment.

Alderman Lower questioned additional short-term Capital Investment. Mr. Jurgens stated VenuWorks would develop a long-term Capital Improvement program. Council would be notified of the Equipment recommendations. Alderman Lower questioned the final contract and new sponsorships. Mr. Jurgens responded that the contract would provide guidelines for same. The agreement was designed to protect the City.

Motion by Alderman Schmidt, seconded by Alderman Painter, that the First Amendment to the Contract for Professional Services be approved and the City Manager and City Clerk be authorized to execute the First Amendment.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8C. Consideration of approving a Resolution Waiving the Formal Bidding Process and Authorizing an Agreement with Henson Disposal of Bloomington, IL for the Processing of Recyclable Residential Construction and Demolition (C&D) Waste.

RESOLUTION NO. 2016 – 15

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING AN AGREEMENT WITH HENSON DISPOSAL OF BLOOMINGTON, IL FOR THE PROCESSING OF RECYCLING CONSTRUCTION AND DEMOLITION WASTE

Steve Rasmussen, Assistant City Manager, recommended waiving the bidding process and authorizing the Henson Disposal & Recycling (Henson) agreement.

Reports indicated that the McLean County landfill, located at 2112 W. Washington St., would reach capacity June 2017. The Public Works Solid Waste Division was assessing solutions to lower the net waste amount produced by the City and improve sustainability with current Department processes. A significant Community driver of solid waste (CSW) was bulky waste (BW). BW includes: brush, indoor furniture, mattresses, carpet, and construction material.

In 2014, 4,930 tons of BW was collected. Same, excluding brush, went to the landfill. The goal for regional recycling, which was established in the McLean County Integrated Solid Waste Management Plan, was forty percent (40%). The McLean County Solid Waste Program 2015 Annual Report estimated that the recycling rate was at 37.7%. The Ecology Action Center

(EAC) projects that McLean County community-wide recycling would increase to approximately 40.6%, with the Henson agreement.

Henson was an Illinois Environmental Protection Agency (IEPA) licensed Construction and Demolition (C&D) debris recycling facility. Same was the only facility of its kind, located at 705 N. East St., within the corporate limits which assists with keeping material transportation costs down. Henson accepted all C&D debris including asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rocks, glass, vinyl siding, etc. Henson guaranteed that seventy-five percent (75%) of what was delivered would be recycled. The remaining unrecyclable waste would be taken to the landfill. Based on historic data on bulky tons, approximately 3,600 tons of bulky waste was collected in one (1) year. Henson charged \$47.80 per C&D waste ton.

Alderman Sage questioned the BW recycling determination process. Jim Karch, Public Works Director, stated an IEPA permit was required to handle this process.

Alderman Lower questioned hazardous material collection. Mr. Karch stated Henson would handle the recycling.

Alderman Schmidt questioned unacceptable waste. Mr. Jurgens responded that the unacceptable waste list would remain the same. Mr. Rasmussen stated the only change was where the waste was taken.

Alderman Fruin questioned the relationship of the staff reviewing the proposal to Henson. Mr. Karch stated there was no family or holdings relationship between staff and Henson.

Alderman Mwilambwe questioned whether a new capacity date would be given for the McLean County landfill contract if the landfill lifespan would be extended. Mr. Karch could not estimate.

Motion by Alderman Schmidt, seconded by Alderman Painter, that the Resolution be approved and authorize the Mayor and City Clerk to execute the necessary document.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8D. Consideration of approving a Resolution supporting the Illinois Department of Transportation's application for a TIGER 2016 grant for a \$20 million improvement to U.S. Business Route 51 in Bloomington-Normal.

RESOLUTION NO. 2016 – 16

A RESOLUTION IN SUPPORT OF TIGER 2016 DISCRETIONARY GRANT APPLICATION
BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO
U.S. BUSINESS ROUTE 51 IN BLOOMINGTON-NORMAL

Steve Rasmussen, Assistant City Manager, gave a brief overview. On March 28, 2016, an Illinois Department of Transportation (IDOT) representative met with City and the Town of Normal (Town) officials. IDOT sought support for its Transportation Investment Generating Economic Recovery (TIGER) competitive grant program application for a \$20 million improvement project along U.S. Business Rt. 51 from the southern edge of Downtown (Olive St.) to College Ave. in Normal.

Jim Karch, Public Works Director, noted the 2012 Main St. Transportation Improvement Feasibility Study plan, managed by the McLean County Regional Planning Commission, formed the blueprint for the Main St. Corridor TIGER plan. IDOT, the City, the Town and the Federal Highway Administration were partners in the plan's production.

U.S. Business Rt. 51 included Main St., Center St., Kingsley St. and Hovey Ave. The U.S. Business Rt. 51 corridor was central to transportation for the City and the Town.

Infrastructure policy support requires sewers to be repaired underneath a street prior to major resurfacing. The City and the Town were asked to share new traffic signal costs.

Other special concerns related to the project were: 1.) N. Center St. resurfacing request to be placed on IDOT's Multi-Year Program; 2.) IDOT realign westbound U.S. 150/Illinois Rt. 9 to merge with U.S. Business Rt. 51 rather than continuing on W. Empire St. and N. Lee St. The proposal would remove highway designation from a residential area occupied by an elementary school (Bent Elementary School). IDOT surveyed the street after receiving the request; and 3.) The Bicycle Master Plan, adopted in 2015, advocated bicycle accommodations linking Downtown to other portions of the City. The IDOT grant proposal intended to achieve these goals.

Alderman Fruin expressed support for Items 8D and 8E. He questioned the traffic signals replacement process. Mr. Karch stated the City was not responsible for the entire traffic signal payment. There would be cost sharing with IDOT and the Town. Each traffic signal impacted by the project would be replaced.

Alderman Schmidt questioned the Downtown business district transportation strategic plan role. Mr. Karch stated IDOT would use the 2012 feasibility study as the plan. Alderman Schmidt questioned businesses and organizations advocates. Mr. Karch stated this was an IDOT project and typically they were required to seek additional input. Alderman Schmidt expressed her support.

Alderman Sage expressed concern that other projects would be postponed. He questioned traffic flows and business rezoning. Mr. Karch stated the project was not part of the Form-Based Code. The project was required to accommodate the infrastructure and a multi-modal proponent.

Alderman Lower expressed concern with postponing other projects. He questioned the State's financial responsibility. Mr. Rasmussen stated this was an eighty/twenty (80/20) grant with the federal government paying eighty percent (80%) and the State the remaining twenty percent (20%). The City and Town were responsible for traffic signal costs and water/sewer repairs. Mr. Karch stated any repairs/upgrades would be brought back for Council approval.

Alderman Black expressed his support for the project and multi-modal transportation.

Motion by Alderman Black, seconded by Alderman Mwilambwe, the Resolution be approved, staff be authorized to communicate City support for the grant applications, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8E. Consideration of approving a Resolution supporting a request to seek federal funding through US DOT for a FASTLANE grant of \$8.7 million for construction of the Hamilton Road extension, from Bunn Street to Commerce Parkway.

RESOLUTION NO. 2016 – 17

A RESOLUTION IN SUPPORT OF A FASTLANE GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON ROAD (BUNN TO COMMERCE) CONNECTION

Jim Karch, Public Works Director, stated the Hamilton Rd. extension from Bunn St. to Commerce Pkwy was in a 7.2-mile south corridor. Same began at Fox Creek Rd. on the City's

southeast edge and continued along Hamilton Rd. past State Farm Insurance Company's South campus on North Dr. The project was chosen as one of the projects of emphasis for the City's recent One Voice trip to Washington, D.C.

Beginning in 1990, \$20 million had been spent on the south corridor. Completing the other gap in the corridor was: Fox Creek Rd., from Danbury Dr. to Beich Rd. The Hamilton Rd. Connection Project cost was approximately \$14.5 million. The project's main elements were: 1.) Construct approximately 3,000 feet of new four-lane arterial road between Bunn St. and Commerce Pkwy.; 2.) Relocate existing Norfolk Southern Railway (NSRR) sidings; 3.) Close the dangerous intersection at Rhodes Land and U.S. 150 (Morrissey Dr.); 4.) Construct a new at-grade crossing with NSRR and 5.) Connect the Constitution Trail gap.

Staff had planned to apply for a Transportation Investment Generating Economic Recovery (TIGER) grant and for the US DOT Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE) grant, with Council approval. Staff now recommended that the Council direct staff to: 1.) Proceed with the FASTLANE grant application and 2.) Not apply for TIGER this year but support the IDOT TIGER grant application.

FASTLANE was capped at sixty percent (60%) federal funding. The Hamilton Rd. extension projected cost was \$14.5 million. FASTLANE would grant \$8.7 million maximum requiring a minimum \$5.8 million in non-federal money.

Project benefits include: 1.) More efficiently moving commuters, students and goods; 2.) Opening new areas to infill development; 3.) Improved safety by removing an intersection near an at grade railroad crossing; 4.) Reduced traffic on substandard or over capacity roadways and 5.) Promoting multi-modal transportation from residential and recreational areas to employment centers.

The FASTLANE application deadline was April 15, 2016.

Motion by Alderman Black, seconded by Alderman Mwilambwe, the Resolution be approved supporting a request to proceed with a grant application to the US DOT for a FASTLANE transportation grant, and obligating the City to authorize local matching funds of, at minimum, \$5.8 million for the FASTLANE grant, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8F. Consideration of adoption of the FY 2017 Proposed Budget and Appropriation Ordinance.

ORDINANCE NO. 2016 – 29
BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017
CITY OF BLOOMINGTON

David Hales, City Manager, noted the Fiscal Year (FY) 2017 budget was balanced due to fund reserves assisting to finance Capital projects. The reserves had multiple purposes. Same addressed cash flow needs, paying for ongoing operations and emergency funds.

Patti-Lynn Silva, Finance Director, stated in the past, fund balanced reserves were used but not shown as a current year revenue expense giving the appearance of an unbalanced budget. Legally, an unbalanced budget cannot be adopted. The City was allowed to use documented reserves. The Water Fund reserve would be used to pay \$7 million on Capital infrastructure improvements. Future budget exhibits would continue to be refined for public understanding.

City Code, “Chapter 16, Department of Finance, Section 43: Revision, Alteration, Etc., of Proposed Budget Ordinance; Public Hearing” requires an annual appropriation Ordinance adoption. The recommended budget was presented to Council in two (2) budget books at the Monday, February 22, 2016, Council meeting. The first book represented the City’s General Fund, the second book presented each Non-General Fund(s) in addition to the proposed Capital Improvement Program.

The Budget Task Force (BTF) discussed the budget from June through mid-September 2016. Meeting notices were posted as well as the opportunity provided for public comment. A Council Work Session was held on Saturday, March 12, 2016, to discuss the budget and provide the opportunity for the public to attend and make comments. On March 28, 2016 a Budget Public Hearing was held as required by state statute. Same was conducted prior to the FY 2017 Budget adoption.

Last FY, the Finance Department began using an account titled “Use of Fund Balance” to capture the amount in savings in the General Fund that would be needed to balance the budget. For FY 2017, it was determined that this methodology would be used for all the funds. This year another account titled “Contribution to Fund Balance” would be added. Same would list those funds which had more revenue than expenditures.

All funds were reviewed and the overall change to the citywide budget would be an addition to revenues of \$14,189,347 and an increase to expenditures of \$791,215. The new accounts usage provided the ability to show a balanced budget for each fund.

Alderman Sage expressed concern for the lack of making reductions in the budget. Without same he would question additional fee increases. Raising taxes was not favorable if expenses were not reduced.

Alderman Black thanked Ms. Silva for making the budget process smooth and obtaining public feedback.

Alderman Lower stated he would vote against the budget due to the lack of reductions in entertainment venues. He believed same should be paid for by those utilizing the services. He was against raising fees and taxes to support these venues.

Alderman Fruin stated he would vote against the budget. He believed Council must manage expenses better.

Motion by Alderman Hauman, seconded by Alderman Painter, that Council adopt the Fiscal Year 2017 Appropriation Ordinance, and authorize the Mayor and City Clerk to sign the ordinance.

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

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

Nays: Aldermen Fruin and Lower.

Motion carried.

City Manager's Discussion

David Hales, City Manager, informed Council that Andrew Johnson, Connect Transit General Manager, would discuss bus stop changes at the April 25, 2016 Council meeting. The U.S. Rt. 51 feasibility study, including two (2) maps outlining bike lanes, would be posted to the City's website. There would be additional opportunities for Council to comment on these plans by IDOT should the TIGER grant be successful.

Mayor Discussion

Mayor Renner mentioned former McLean County Judge W. Charles Witte had passed away Sunday, April 10, 2016. He thanked Alderman Mwilambwe for assisting with translating French when a Neuville, France French class visited City Hall.

City Alderman's Discussion

Alderman Hauman questioned developing a process to investigate expense control for future budgets. Alderman Schmidt stated Priority Based Budgeting would be a tool used to assist with this process.

Alderman Sage suggested reviewing the Bloomington Center for the Performing Arts (BCPA) for reductions.

Alderman Lower acknowledged the South Hill neighborhood and Miller Park clean up.

Adjournment

Motion made by Alderman Schmidt, seconded by Alderman Hauman, to adjourn the meeting at 8:52 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7B

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of approving Bills, Payroll, and Procurement Card Purchases in the amount of \$5,575,091.27.

RECOMMENDATION/MOTION: That the bills, payroll, and procurement card purchases be allowed in the amount of \$5,575,091.27, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$5,575,091.27 (Payroll total \$2,216,054.83, Accounts Payable total \$3,141,604.12, Procurement Card total \$217,432.32).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:



David A. Hales, City Manager

Attachment:

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

Motion: That the bills, payroll and electronic transfers be allowed in the amount of \$5,575,091.27, and orders drawn on the Treasurer for the various amounts as funds are available.

CITY OF BLOOMINGTON FINANCE REPORT					
Council of April 25, 2016					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
4/8/2016	\$ 220,567.42	\$ 76,629.52	\$ 297,196.94		
4/14/2016	\$ 1,276,108.72	\$ 350,292.34	\$ 1,626,401.06		
4/15/2016	\$ 216,397.61	\$ 76,101.59	\$ 292,499.20		
4/15/2016	\$ (64.75)	\$ 22.38	\$ (42.37)		
Off Cycle Adjustments			\$ -		
		PAYROLL GRAND TOTAL	\$ 2,216,054.83		
ACCOUNTS PAYABLE					
Date	Bank	Total		PCARD	
4/25/2016	AP General	\$ 2,878,311.95		3/2/2016-4/1/2016	\$ 217,432.32
	AP BCPA	\$ -		PCARD GRAND TOTAL	\$ 217,432.32
4/25/2016	AP Comm Devel	\$ 77,263.85			
	AP IHDA	\$ -			
4/25/2016	AP Library	\$ 51,056.19		WIRES	
4/25/2016	AP MFT	\$ 67,758.15		Date	Total
4/7/2016-4/20/2016	Off Cycle Check Runs	\$ 67,213.98			
	AP GRAND TOTAL	\$ 3,141,604.12		WIRE GRAND TOTAL	\$ -
		TOTAL			\$ 5,575,091.27
			Respectfully,		
				Patti-Lynn Silva	
				Director of Finance	

CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of Approving Appointments and Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That Michael Kerber be reappointed to the Cultural District Commission and that Van Miller be reappointed to the Library Board of Trustees and that Kyle Silver be appointed to the Sister City (Japan) Committee and Alicia Henry be appointed to the Library Board of Trustees.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: The Mayor of the City of Bloomington has nominated and I ask your concurrence in the reappointment of:

Cultural District Commission: Michael Kerber of 1014 Broadway Avenue, Normal, Illinois 61761 to the Cultural District Commission. His current three (3) year term will expire 4/30/16 and he is eligible for reappointment. His third three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Board of Library Trustees: Van Miller of 5 Ridgewood Terrace, Bloomington, Illinois 61701 to the Board of Library Trustees. Van was appointed 2/23/15 to complete the unexpired three (3) year term previously held by Monica Brigham which will expire 4/30/16. Van is eligible for reappointment. His three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

The Mayor of the City of Bloomington has nominated and I ask your concurrence in the appointment of:

Bloomington-Normal Sister City Committee (Japan): Kyle Silver of 312 Mecherle Drive, Apt. 7, Bloomington, Illinois 61701 to the Bloomington-Normal Sister City Committee (Japan). Kyle will be completing the unexpired three (3) year term previously held by Bob Clary which will expire 4/30/17. His term will be effective 5/1/16 – 4/30/17 at which time he will be eligible for reappointment. Application is on file in the Administration Office.

Board of Library Trustees: Alicia Henry of 36 Boardwalk Circle, Bloomington, Illinois 61701 to the Board of Library Trustees. Her three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner
Mayor

Attachments: Roster

Motion: That Michael Kerber be reappointed to the Cultural District Commission and Van Miller be reappointed to the Library Board of Trustees and that Kyle Silver be appointed to the Sister City (Japan) Committee and Alicia Henry be appointed to the Library Board of Trustees.

Motion: _____ Seconded by: _____

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

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Ward				
x		Ryan	Huette	04/30/18	05/11/15	2015	ryanhu@nuway.com	1502 Kickapoo Creek Rd.	Bloomington	61705	8				
x		Angelique	Racki	04/30/17	02/08/16	2016	breakingchains116@gmail.com	322 E Mulberry St	Bloomington	61701	4				
x		Tricia	Stiller	04/30/16	08/24/15	2015	triciastiller@msn.com	305 W Monroe #5	Bloomington	61701	6				
x		Roger	Elliot	04/30/16	05/13/13	2007	relliott@eliotcapital.com	212 Doud Dr	Normal	61761					
x		Sherry	Galbreath	04/30/18	04/13/15	2012	galbreathsherry@gmail.com	3 Mallard Ct	Bloomington	61704	3				
x		Matthew	Giordano	04/30/18	04/13/15	2012	matthew_a_giordano@hotmail.com	2 Turtleback Ct	Bloomington	61705	2				
x		Neeraj	Joshi	04/30/16	10/14/13	2013	njoshi@slu.edu	1 Ashling Ct	Bloomington	61704	3				
x	REAPPLIED	Mike	Kerber	04/30/16	05/13/13	2009	mkerber44@gmail.com	1014 Broadway Ave	Normal	61761					
x		Jessielee	Hinslaw	04/30/18	06/08/15	2015	jessieleejb@hotmail.com	1410 Fell Avenue	Bloomington	61701	4				
x		Carole	Ringer	04/30/19	03/28/16	2010	carole.ringer@gmail.com	110 Hawthorne Lake Dr	Bloomington	61704	3				
x		Karen	Schmidt	04/30/17	05/12/14	2008	kschmidt2727@gmail.com	409 E Grove	Bloomington	61701					
x	Chair	Vicki Lynn	Tilton	04/30/18	02/23/15	2012	vltf@fox-n-hounds.com	200 W Monroe, #501	Bloomington	61701	6				
x		Klasha	Henry	04/30/18	7/27/2015	2015	klasha1@hotmail.com	702 W Mill Street	Bloomington	61701	6				
x		Jamie	Mathy	04/30/17	05/12/14	2014	jamie.mathy@mavidea.com	611 E Washington	Bloomington	61701	1				
	Staff	Jay	Tetzloff				jtetzloff@cityblm.org							434-2825	
	Staff	Tina	Salamone				tsalamone@cityblm.org							434-2764	
	Staff	Brandy	Maloney				bmaloney@cityblm.org							434-2785	

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 14 members
Number of members the Mayor appoints: 14
Type: Internal
City Code: Chapter 2, Section 81
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 2nd Thurs of each month at 7:30am - Creativity Center Conference Room

Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 4
Number of Expired Board Members Eligible for Reappointment: 4

Appointment/Reappointment Notes:

Japanese Sister City Committee

Bln Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	Zip			
x		Robert	Harrison	04/30/17	04/14/14	2014	9	harrisr@juni5.org	2810 Greenfield Rd	61704			
x		Shirley	Chapman	04/30/17	04/14/14	2014	9	shirley899@comcast.net	10 Main Greenfield	61701			
x		Teodora	Amodea	04/30/19	03/28/16	2013	8	amodea@juni5.org	39 Beckenwood Ct	61704			
x		Ken	Ota	04/30/19	03/28/16	2016	2	ken@japanesechess.com	27 Lone Oak Ct	61705			
x	resigned 6/15	Bob	Clary	4/3/2017	12/22/08	2008	4	Bob.Clary@brasserieclarys.org	3211 Winchester				
x	Chair	Harriett	Steinbach	04/30/17	06/09/08	2008	4	harriett.steinbach@insistercities.org	511 E Market St	61701			
x		Sanae	Ferrier	04/30/19	03/14/16	2010	3	sanaefkiguchi@hotmail.com	2708 Brunswick Dr	61704			
x		Cindy	Hansen	04/30/18	07/13/15	2009		dwight_hansen@hotmail.com	422 Standish Dr	61704			
x		Noha	Shawki	04/30/18	04/13/15	2015	4	nshawki@juliennoha.org	816 E Monroe	61701			
x		Catrina	Murphy	04/30/18	05/11/15	2014	1	catrina.murphy79@gmail.com	1219 S Mason	61701			

Details:

Term: 3 years
Term Limit: per City Code 3 terms/9 years
Number of Members: 10 (10 appointed by Normal)
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Incorporational Agreements:
Funding: budgeted from CDB for FY2014.
Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room
Number of Vacancies: 1 - Clary
Number of Expired Board Members (Bln Appointments only): 0

Appointment/Reappointment Notes:

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Ward	Email	Street	City	Zip						
x		Alex	Cardona	04/30/17	8/10/15	2015	8	alex.q.cardona@gmail.com	3217 Suffolk Way	Bloomington	61704						
x		Susan	O'Rourke	04/30/17	4/28/14	2014	9	emeraldcoaching@aol.com	2613 Kobay Ct	Bloomington	61704						
x	REAPPLIED	Van	Miller	04/30/16	2/23/15	2015	7	van.c.miller@gmail.com	5 Ridgewood Ter	Bloomington	61701						
x	President	Carol	Koos	04/30/18	4/13/15	2015	4	CarolKoos12@gmail.com	303 Woodland Ave	Bloomington	61701						
x		Michael	Raikes	04/30/18	4/13/15	2015	4	mike@beav1974.com	1520 N Clinton Blvd	Bloomington	61701						
x		Julian	Westerhout	04/30/19	3/28/16	2015	4	jwestinhout@gmail.com	816 E Monroe	Bloomington	61701						
x		Whitney	Thomas	04/30/17	4/14/14	2014	6	whitneythomas86@gmail.com	1404 W Elm St	Bloomington	61701						
		Robert	Porter	04/30/18	4/27/15	2015	4	rporter@owljayoffice.com	702 S Moore St	Bloomington	61701						
x		Emily	Kelahian	04/30/16	5/13/13	2013	6	ekelahian@gmail.com	401 E Grove St	Bloomington	61701						
	Staff																

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
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Tues of each month at 5:00pm - Library Quiet Reading Room
Number of Vacancies: 0
Number of Expired Board Members (Blm. Appointments only): 2
Number of Expired Board Members Eligible for Reappointment: 2

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the three (3) year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services be approved at an hourly rate of \$175.00 with a not to exceed cap of \$16,500 per year, and authorize the City Manager and City Clerk 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: In Fiscal Year (FY) 2014, Council entered into an agreement with Nugent Consulting Group to continue to work with staff on a variety of projects as it relates to employee safety, review of Property Liability and Workers' Compensation insurance policies, day to day risk management advice. During 2014-2016, staff continued to work NCG to provide quarterly Medcor reports, quarterly loss analysis, identifying safety resources, review insurance policies, oversee renewal plan and present all renewal terms, and assist in the RFP process for Insurance Brokerage and Third Party Administrator agreements for 2016-2019.

Mr. Nugent's experience in the insurance and safety field has been valuable to staff. He is familiar with the City's operations, which have proved to be an important asset in the administration of the City's Workers' Compensation, Property Casualty and Risk Management Program. Mr. Nugent's background in the municipal insurance arena, including both private and public sector risk management experience, brings the qualifications and experience to assist staff in carrying out this work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Services will be provided at an hourly rate of \$175.00 with a not to exceed annual cap of \$16,500. This is included in the FY 2017 Adopted Budget under Casualty Insurance-Other Professional & Technical Services (60150150-70220). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 206.

Respectfully submitted for Council consideration.

Prepared by: Nicole Albertson, Director of Human Resources

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement

Motion: That the three (3) year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services be approved at an hourly rate of \$175.00 with a not to exceed cap of \$16,500 per year, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CONTRACT # 2016-10

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF
BLOOMINGTON (THE CITY) AND NUGENT CONSULTING LLC**

2016 - 2019

SCOPE

Nugent Consulting LLC will provide the following services to the City (estimated annual hours in parenthesis):

- Attend quarterly claim reviews (15)
- Provide quarterly Medcor reports (10)
- Provide quarterly loss analysis (10)
- Assist HR in Nurse Triage / TPA processing (10)
- Assist in safety program management as needed (20)
- Review Insurance policies upon issuance (10)
- Attend City meetings as required (20)
- Provide day to day risk management advice to the City (20)
- Provide a insurance coverage and services renewal plan to the City by November 15, 2017 (10)
- Implement / oversee renewal plan and present all renewal terms to the City (25)
- Provide annual risk management budget and Allocate Insurance costs (20)

TERM

May 1, 2016 to April 30, 2019.

Either party can cancel the agreement by giving 60 days written notice.

FEE

The fee for all services in the above scope will not exceed \$16,500 for each 12 month period commencing June 1, 2016. The hourly rate is \$175. Nugent will handle all normal expenses and the City will pre-approve any unusual expenses in the delivery of this scope. Monthly billings will be sent with an hour statement.

CONFLICT OF INTEREST

Nugent Consulting LLC will not receive any revenue of any kind from any provider or other organization other than the fee outlined above in performance of this agreement.

Nugent Consulting LLC

Signature

Date

City of Bloomington

Signature

Date



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the contract with Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2016 through April 30, 2017, in the amount of \$38,625 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective a. 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. AJG is responsible for researching the insurance market and purchasing the City's Property, Liability, Excess Liability, and Excess Workers' Compensation Insurance.

Services from AJG covered under this service agreement include:

- Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
- Prepare Renewal Spreadsheets and Forms. Obtain renewal information from the Client and Consultant.
- Produce comprehensive submissions, based on underwriting data completed and present to each selected market.
- Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
- Market/Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
- Arrange for binders to be prepared and delivered to the Client and copied to the Risk Management Consultant.
- Review the accuracy of all policies and obtain corrections where needed in a timely manner.
- Distribute copies of policies to both the Client and the Risk Management Consultant.
- Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
- Arrange for issuance of Auto ID Cards and Certificates of Insurance (within 24 hours) as requested by the Client.
- Act as liaison if necessary between Claims TPA/Insurance Carrier(s) and Client.
- Prepare for and attend meetings, as requested by the Client or Risk Management Consultant.
- Review Insurance Contracts/Vendor Certificates as requested.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Insurance Broker Service fee for May 1, 2016-April 30, 2017 is \$38,625. This is included in the FY 2017 Adopted Budget under Casualty Insurance-Other Professional & Technical Services (60150150-70220). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 206.

Respectfully submitted for Council consideration.

Prepared by: Nicole Albertson, Director of Human Resources

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Agreement

Motion: That the contract with Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2016 through April 30, 2017, in the amount of \$38,625 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

Exhibit 3

Compensation Agreement

City of Bloomington & Arthur J. Gallagher Risk Management Services, Inc.

THIS COMPENSATION AGREEMENT is made and entered into and effective this 1st day of May, 2016 ("Effective Date") by and between **CITY OF BLOOMINGTON**, an Illinois Public Entity, Municipal ("Client"), and **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**, an Illinois Corporation ("Gallagher").

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date for a term of one (1) year and shall remain in effect until May 1, 2017. This agreement may be terminated by either party at any time upon one-hundred twenty days (120) days prior written notice.

II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, The "Services") to Client. If the Services include the placement of insurance coverages, Gallagher will use its commercial best efforts to secure such insurance coverages on Client's behalf. In the event an insurance company cancels or refuses to place such coverages, Gallagher will use its commercial best efforts to obtain the coverage from another insurance company.

III. OBLIGATIONS OF CLIENT

Gallagher will write policies on behalf of Client for the coverages set out in Exhibit A attached hereto ("Policies") net of commission, and will not earn or retain any commissions on the Policies. In lieu of receiving commissions, Gallagher will charge and Client will pay an annual fee of **\$38,625** during the term hereof payable upon inception for the Services. If additional services are required, other than those set out in Exhibit A, Client agrees to compensate Gallagher for those services at its usual and customary rates. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client.

IV. DISCLOSURES

- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Any such fees or commission will not constitute compensation to Gallagher under Section III. Above. Gallagher agrees that it shall not accept contingent or supplemental commissions on any of Client's placements.
- B. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- C. Gallagher will be operating only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization; however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is

determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

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

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.**

CITY OF BLOOMINGTON

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

CITY OF BLOOMINGTON

BROKERAGE SERVICES FOR POLICY TERM 5/1/2016 to 5/1/2017

Coverages provided under this Service Agreement: Property, Inland Marine, Auto Physical Damage, General Liability, Auto Liability, Law Enforcement Liability, Public Officials E&O Liability (including Employment Practices Liability), Employee Benefits Liability, Terrorism, Excess Liability, Excess Workers Compensation, Boiler & Machinery, Cyber Liability and Crime

1. Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
2. Prepare Renewal Spreadsheets and forms. Obtain renewal information from the Client and Consultant.
3. Produce comprehensive submissions, based on underwriting data completed and present to each selected market.
4. Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
5. Market/Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
6. Arrange for binders to be prepared and deliver binders to the Client and copy to Risk Management Consultant.
7. Review the accuracy of all policies and obtain corrections where needed in a timely manner.
8. Distribute copy of policies to both the Client and Risk Management Consultant.
9. Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
10. Issue or arrange for issuance of Auto ID cards and Certificates of Insurance (within 24 hours) as requested by the Client.
11. Act as Liaison if necessary between claims TPA/Insurance Carrier(s) and Client.
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board.
13. Review Insurance Contracts/Vendor Certificates as requested.

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the RFP for Third Party Administrator (TPA) Claims Adjustment Services be awarded to Alternative Services Concepts (ASC) for May 1, 2016 through April 30, 2018 in the amount of \$471,873.69, and that the City Manager and City Clerk be authorized to execute necessary documents in a form deemed acceptable to the City Manager.

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

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

BACKGROUND: The current contract with Alternative Services Concepts (ASC) expires April 30, 2016.

In January 2016, staff worked with Nugent Consulting Group (NCG) on a request for proposals. As a result, the City would like to move forward with renewal of ASC's contract effective May 1, 2016, as the lowest responsible bid, for a three (3) year contract to provide claims adjustment services. These services include all claims and/or losses reporting during the term of the Contract which involves workers' compensation and property and casualty claims against the City.

ASC has had a very positive working relationship with the City since taking over in the May of 2009. The model that ASC uses has worked well for the City. Having a Claims Office and Senior Claims Adjuster located in City facilities has proven to be efficient for our employees. The Nurse Triage Program ties claims severity and frequency.

The City meets quarterly with ASC's Claim Adjuster, Insurance Consultant, to review all open claims and discuss course of action that would include settlements, hearings, lawsuits, etc. The Senior Claims Adjuster also attends all Council Executive Sessions to discuss settlement authority over the \$25,000 authority limit, as well as to answer any questions regarding claim authority, settlement authority given by the Council, settlement amount and potential savings to the City.

The Senior Claims Adjuster has been very effective in closing claims in a timely manner and some cases have been able to settle for a small dollar amount than approved by Council. The Senior Claims Adjuster has proved she is a good 'steward' of the City dollars.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2017 Casualty Fund Budget appropriated for TPA Claims Adjustment Services in the Casualty Insurance Fund line item – Insurance Administration Fee - (60150150-70720). The total cost for the FY 2017 TPA is \$204,202. The cost of these services in FY2018 will be \$210,292 and in FY 2019 will be \$210,292.

Respectfully submitted for Council consideration.

Prepared by: Nicole Albertson, Director of Human Resources

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Contract
- RFP on file in the Clerk's Office

Motion: _____ Seconded by: _____

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

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of May 1, 2016 between **ALTERNATIVE SERVICE CONCEPTS, LLC**, formed in Delaware, with principal offices at 2501 McGavock Pike, Suite 802, P.O. Box 305148 Nashville, Tennessee 37230-5148, herein referred to as "ASC", and City of Bloomington with principal offices in Bloomington, IL, hereinafter referred to as "Client".

WITNESS:

WHEREAS, "ASC" is in the claims service business; and

WHEREAS, "Client" desires to contract with "ASC" as its claims service company to service the Workers' Compensation and property & casualty claims of "Client's" arising out of their facilities located in Bloomington, IL.

NOW, THEREFORE, "ASC" and "Client" contract as follows:

"ASC" AGREES:

1. (a) To Review all claims and/or losses reported during the term of this Contract which involves worker's compensation and property & casualty claims against the "Client".
(b) To investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of \$10,000.00 Dollars.
(c) To investigate, adjust, settle and resist all such losses and/or claims as are in the excess of the agreed discretionary settlement authority of \$10,000.00 Dollars only with specific prior approval of "Client".
(d) To obtain the consent of the City Manager, or his or her designee, on any attorneys who are retained or hired to represent or defend the city.
2. To furnish all claim forms necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of the "Client". Such files are available for review by "Client" at any reasonable time, with notice.
4. To maintain adequate General Liability, Automobile Liability, Workers' Compensation, Fidelity Bond, and Errors and Omissions insurance coverage.
5. To indemnify, defend, and hold harmless "Client" with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts, or other negligence on the part of "ASC" and/or its employees, unless the complained of actions of "ASC" were taken at the specific direction of "Client".

"CLIENT" AGREES:

1. To make funds available that "ASC" may draw from at any time and from time to time for claim and/or loss payments for associated allocated expense with prior approval of "Client".

2. To pay "ASC" fees in accordance with the Fee Schedule attached to this contract.
3. To pay "ASC" within thirty (30) days of effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to "ASC" as prescribed in this Contract.
 - (b) "Allocated Loss Expense" shall include but not be limited to attorney's fees; commercial photographers' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; witnesses' travel expense; extraordinary travel expense incurred by "ASC" at the request of "Client"; court reporters' fees; transcript fees; the cost of obtaining public records; witnesses' fees; medical cost containment services, such as utilization review, preadmission authorization, hospital bill audit, provider bill audit, and medical case management; automobile appraisal or property appraisal fees; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement, or defense of any claim hereunder or as required for the collection of subrogation on behalf of the "Client".
5. To relinquish authority to "ASC" in all matters relating to claims service within the agreed discretionary settlement authority limit of \$10,000.00 Dollars.
6. (a) In the event, "ASC", acting at the specific direction of the "Client", becomes liable to any third party, "Client" agrees to indemnify, defend, and hold "ASC" and/or its employees harmless.
 - (b) If "ASC" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts, or other negligence on the part of "ASC", "Client" will assume the defense of the action on behalf of "ASC" and/or its employees and indemnify and hold "ASC" and/or its employees harmless from any judgment rendered as a result of such action.

"ASC" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:

1. The term of this Contract is continuous from its effective date for three (3) years. This Contract may be terminated by either "ASC" or "Client" with cause by providing sixty (60) days' prior written notice by certified mail.
2. This Contract covers Claim Service for "Client" in the United States of America.
3. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
4. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the

remainder of this Contract shall continue in full force and effect, as if said invalid and unenforceable portion had not been included in this Contract.

5. This contract shall be construed and interpreted in accordance with the laws of the state of Illinois.
6. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of "ASC" and "Client".
7. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "ASC" or "Client" or operate to deprive either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
8.
 - (a) "Client" is responsible for reporting to the Centers for Medicare and Medicaid Services (CMS) qualified bodily injury claims involving Medicare eligible individuals. This is pursuant to the Medicare, Medicaid and SCHIP Extension Act of 2007.
 - (b) "Client" desires for "ASC" to act as "Client's" Reporting Agent (either via third party contract or independently) and report qualified claims on behalf of "Client" to CMS under the "Client's" RRE ID 31551. "ASC" will act as "Client's" Reporting Agent as long as the client fulfills its obligations in section 8(c) and (d) below. During any time the "Client's" obligations are not met, "ASC" is unable to act as the "Client's" Reporting Agent and will not be held liable for any penalties as a result of the inability to report. If not identified as of contract date, an amendment will be created once the "Client" provides this information.
 - (c) "Client" will register with CMS for "ASC" or its Reporting Agent to be the "Client's" CMS Account Manager. As the Account Manager, "ASC" (or its Reporting Agent) will be responsible for responding to CMS regarding file errors. If "Client" designates another entity as its Account Manager, neither "ASC" nor its Reporting Agent will be responsible for any penalties or fines as a result of the "Client's" Account Manager not sending file errors or other notices timely to "ASC". As of the date of this contract, the "Client" has registered with CMS for their Account Manager to be Barbara Moser. If not identified as of contract date, an amendment will be created once the "Client" provides this information.
 - (d) "Client" is responsible for promptly notifying "ASC" of any changes to their RRE ID or Account Manager. "Client" is also responsible for maintaining and annual renewal of its RRE ID status and Authorized Representative information with CMS.

9. This Contract is binding on any and all successors to the parties and assignable, in whole or any part, only with the written consent of the non-assigning party.

IN WITNESS WHEREOF, “ASC” and “Client” have caused this Contract to be executed by the person authorized to act in their responsive names.

ALTERNATIVE SERVICES CONCEPTS, LLC

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BLOOMINGTON

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

Dedicated On Site Flat Fee
May 1, 2016 – May 1, 2019

“CLIENT AGREES TO PROVIDE THE BELOW LISTED AS “PROVIDED BY CLIENT”

Personnel **\$135,000**
(salary, benefits, E&O ins., supervision, corporate ins., system, etc.) 1 Senior Adjuster

Other Expenses	On-site
Rent & Utilities	<i>Provided by client</i>
Storage	<i>Provided by client</i>
Basic Phone/Long Distance	<i>Provided by client</i>
Network Communications	<i>Provided by client</i>
Travel	\$ 3,096
Mail/Courier	\$ 1,403
Supplies	\$ 443
Printing	\$ 228
Check Printing from Standard Register	\$ 782
Copier/Postage Machine/Toner/Maintenance	\$ 1627
Mileage Reimbursement	\$ 286
Computers: Depreciation	\$ 879
Publications/Books	
Licenses & Fees	\$83
Claims Reporting: from MedCor	<i>Provided by client</i>
MedCor Interface – if needed or requested	TBD
OSHA Reporting	
CMS Reporting	\$2,100
STARSWeb System Access: 4 users included; each additional user is \$25/user/month	
Office Parking	\$638
QRM Claim Reporting - \$14 per claim (if client uses this option)	<i>Billed to client</i>
Conventions, Seminars, Education/Continuing Education Classes	\$35
Total Other Expenses	\$11,600
Total All Expenses	\$146,600
YEAR 1-Total Flat Fee with Profit Margin	\$154,315.79
YEAR 2-Total Flat Fee with Profit Margin	\$158,778.95
YEAR 3- Total Flat Fee with Profit Margin	\$158,778.95

“ASC” will provide said service for the fees listed above, based on staffing requirements. At any time during this contract period if the claims volume requires additional staffing by “ASC”, fees for the additional staff will be negotiated between the “Client” and “ASC”. In addition, if any “provided by client” expense is shifted to “ASC”, the client will be billed at the appropriate rate.

Invoicing and Payment Terms

Fees will be invoiced at an agreed-upon interval during the calendar year. Fees are payable upon receipt of the invoice. ASC reserves the right to charge 1½% per month or the maximum legal rate on unpaid balances after 30 days.

Managed Care Pricing

Service	Pricing
Network Access	28% of savings
Telephonic Case Management	\$250/month per claim
Pre-Authorization/Pre-Certification	Nurse: \$125/review Physician: \$250/hour
Field Case Management	\$85 per hour plus mileage
Medical Bill Review	\$8.50 per bill

Claims Handling at Contract Conclusion

Claims will be handled for the **“life of the partnership”** with no additional per claim fees. At the conclusion of the contract, “ASC” will continue to handle open claims for an annual per-claimant fee at “ASC’s” prevailing rates. Alternatively, claims will be returned to the “client”.

Workers’ Compensation Definitions

Medical Only Claims - Work-related claims that require medical treatment only and do not exceed \$2,500 in total payments.

Indemnity Claims - Work-related claims that involve disability benefits or medical claims that require payment of medical and other expenses in excess of \$2,500 or require the pursuit of subrogation.

Allocated Loss Adjustment Expense List

As used herein, the term "Allocated Loss Adjustment Expenses" shall include but not be limited to the costs associated with the following:

- (a) Court costs and fees for service of process;
- (b) Attorneys and hearing representatives;
- (c) Independent medical exams and medical records/reports;
- (d) Medical case management services including, but not limited to, medical network providers, rehabilitation counselors, medical management providers, bill re-pricing activities and other related services;
- (e) All outside activities where personal contact, investigation or litigation involvement is necessary;
- (f) Investigation services including background activity checks, surveillance and other similar such services;
- (g) Fraud detection, investigation and related services (“SIU”);
- (h) Outside experts and subcontractors;
- (i) Transcripts and public records;
- (j) Depositions, court reporters, video statements, private investigators;
- (k) Attendance at alternative dispute resolution forums including arbitrations,

- mediations, hearings or similar such activities or attendance at depositions;
- (l) Expenses chargeable to the defense of a specific claim;
 - (m) Protection and pursuit of all third party/recovery rights including second injury recovery claims, indemnification and contribution claims, and subrogation actions;
 - (n) Index system filing services;
 - (o) Medical records;
 - (p) Accident reconstruction;
 - (q) Architects, contractors, engineers, chemists;
 - (r) Police, fire, coroner, weather or other such reports;
 - (s) Property damage appraisals;
 - (t) Extraordinary costs for witness statements;
 - (u) Pre and post judgment interest paid;
 - (v) Other extraordinary expenses including, but not limited to, photocopying, statement transcriptions, photographs, travel, express mail, public records and similar expenses as may be incurred by CONTRACTOR in fulfilling its obligations; and
 - (w) Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement of defense of a claim.
 - (x) State mandated EDI reporting
 - (y) Medicare set aside fees

ALTERNATIVE SERVICES CONCEPTS, LLC

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____

CITY OF BLOOMINGTON

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____

CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Training Facility Improvements in the amount of \$55,100.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure & Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The Police Training Facility needs to be repaired and brought back into service since it is used by, not only the Bloomington Police Department, but also the Mclean County Sheriff's Department and Normal Police Department. On March 10, 2014, the City Council authorized the replacement of four building roofs at the facility. In 2015, lead abatement and mold remediation were completed at the indoor training building. A bid for mold remediation at the Lodge was also obtained, but was well above budgeted funds and was not completed. Since mold remediation in the Lodge was not completed, the building is not safe for occupancy. Ammunition storage and the only restrooms at the entire training facility are located in the Lodge. In order to resume indoor training, several improvements are needed at the indoor training facility. This includes an addition for code required restrooms and ammunition storage, heating, ventilation, water, electric and sewage disposal improvements and drainage improvements to minimize future environmental concerns. The agreement with Shive Hattery includes evaluation, design and construction document preparation for all of these improvements.

At the March 14, 2016 Meeting, Council adopted resolution 2016-10 (A Resolution Establishing the Firms in General Architectural, Engineering and Land Surveying that are Deemed to be the Most Qualified to Perform Services to the City for a Three-Year Period, with the Option for Requalification for Two Additional One-Year Periods). Shive Hattery, Inc. was listed as one of the most qualified firms for the Architectural, Environmental and Land Survey categories, which are key design services of the project as described above.

Based on Shive Hattery's selection under RFQ 2016-04 and their previous successful assignment in assisting the City with roof replacements, mold and lead investigation and remediation at the training facility which included environmental assessment and architectural design services, Shive Hattery was asked to submit a proposal for assistance with these additional improvements

at the training facility. For this specific project, as outlined above, Shive Hattery was deemed to be the most qualified and best fit for the work out of the pre-qualified architectural firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: Funding for this project in the amount of \$40,000 is included in the FY2016 Budget under Capital Lease-Buildings Account (40110133-72520). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 86, 89, 96, 251, 292, and 315. The remaining \$15,100 will be funded with Capital Lease savings.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Kenneth Bays, Assistant Chief of Police
Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Professional Services Agreement with Shive Hattery, Inc.

Motion: That the Professional Services Contract with Shive Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Training Facility Improvements in the amount of \$55,100.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**CITY OF BLOOMINGTON CONTRACT WITH
SHIVE-HATTERY, INC.
FOR PROFESSIONAL SERVICES FOR
General A&E & Land Surveying Services**

THIS AGREEMENT, dated this 7 day of April ⁶~~5~~, 201~~5~~, is between the City of Bloomington (hereinafter "CITY") and SHIVE-HATTERY, INC. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- ☐ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

☒ Until all of the services and/or deliverables required to provided within this Contract are completed.

☐ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 6 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

SHIVE-HATTERY, INC.

By: _____
Its City Manager


By: Apr 7 2016 4:03 PM
Its Vice-President & Office Director

ATTEST:

By: _____
City Clerk


By: Apr 7 2016 3:59 PM
Its Office Manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

PROJECT SCOPE

1. Design of interior remodel of existing indoor training facility.
2. Design of proposed addition in accordance with applicable codes and standards including utility services, i.e., water, gas, electricity, and sewer. (Per attached EXHIBIT C)
3. Design of new HVAC system for the existing facility and addition. A new heating and air conditioning system shall be designed for the lobby, control room, mechanical room and addition. Makeup units shall be designed to provide heat and humidity control for the firing lines.
4. Review of existing site electric supply and service. Design of electric service modifications for addition and potential demolition of the Lodge.
5. Evaluation and testing of existing septic system. Design of new sewage disposal system if needed for the proposed addition.
6. Design of potable water line and necessary water system modifications for the proposed addition.
7. Design of drainage improvements around facility.
8. Submit required permits for proposed construction.

A & E SERVICES

The requested architectural and engineering services and responsibilities shall include the following:

1. Detail site survey as necessary for planning and design of the project.
2. Soil investigations as necessary for structural and sewage disposal system design.
3. Locate and Investigate existing public & private utilities including service lines.
4. Preparation of detailed plans and specifications.
5. Preparation of contract proposal and all necessary bidding documents.
6. Preparation of Budget Construction Cost Estimate.
7. Preparation of Engineers Construction Cost Estimate.
8. Preparation of Estimate of Time.
9. Project Staging Plans and Details.
10. Design submission for City review at 30%, 60% and Final design.
11. Preparation of all necessary post letting plan revisions.
12. Presentation at one City Council Meeting.
13. Obtain Environmental, Biological, Cultural and all other necessary permits (Permit fees to be paid by the City).
14. Adherence to applicable codes and regulations.
15. Construction phase services. Review of shop drawings, 6 site visits during construction and 1 final punch list visit.
16. Preparation of record drawings.

EXHIBIT B PAYMENT TERMS

FEES and EXPENSES

SITE WORK

1. Detail site survey as necessary for planning and design of the project	\$2,800.00
2. Soil investigations as necessary sewage disposal system	\$2,000.00
3. Locate and Investigate existing public & private utilities including service lines.	\$900.00
4. Existing septic system testing	\$500.00
5. New septic system design, if needed	Preliminary investigation shows it should be adequate for future use
6. Design for site drainage, includes construction observation	\$11,300.00
7. Obtain Environmental, Biological, Cultural and all other necessary permits.	Included in item 6
8. Adherence to applicable codes and regulations.	Included in item 6
9. Preparation of record drawings.	\$1,000.00

BUILDING WORK

1. Soil investigations as necessary for structural	\$2,000.00
2. Preparation of detailed plans and specifications for building addition	\$33,000 Basic Services
3. Preparation of contract proposal and all necessary bidding documents	In the Basic Services
4. Preparation of Budget Construction Cost Estimate	In the Basic Services
5. Preparation of Engineer's Construction Cost Estimate	In the Basic Services
6. Preparation of Estimate of Time	In the Basic Services
7. Project Staging Plans and Details	In the Basic Services
8. Design submission for City review at 30%, 60% and Final design	In the Basic Services
9. Preparation of all necessary post letting plan revisions	In the Basic Services
10. Presentation at one City Council Meeting	In the Basic Services
11. Obtain Environmental, Biological, Cultural and all other necessary permits.	In the Basic Services
12. Adherence to applicable codes and regulations	In the Basic Services
13. Construction phase services. Review of shop drawings, 6 site visits during construction and 1 final punch list visit	In the Basic Services
14. Preparation of record drawings	\$1,000.00

REIMBURSABLE EXPENSES

\$600.00 plus permit fees

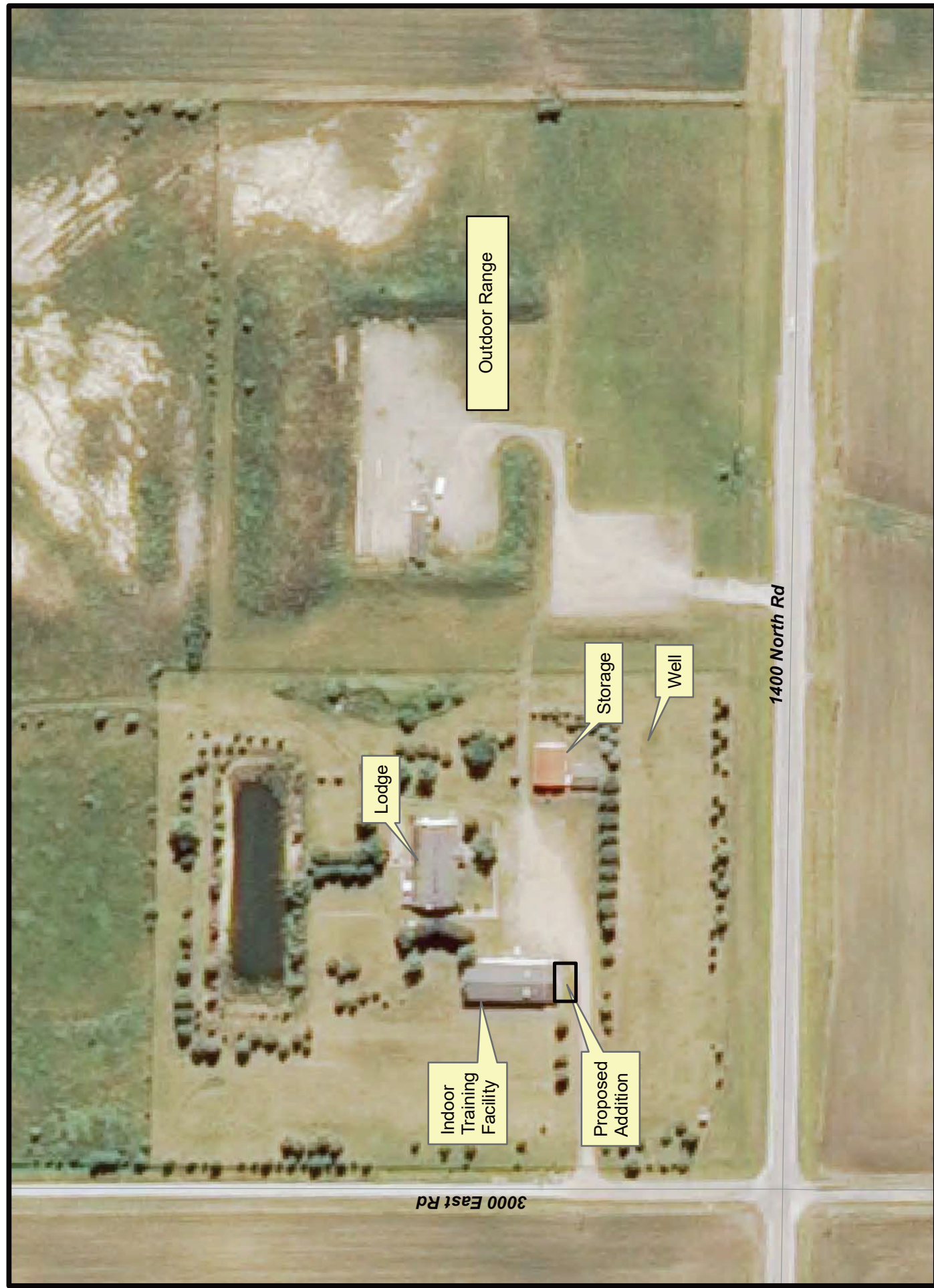
ADDITIONAL TERMS AND CONDITIONS

1. The following item is requested as an addition terms and conditions to the City of Bloomington's contract:

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

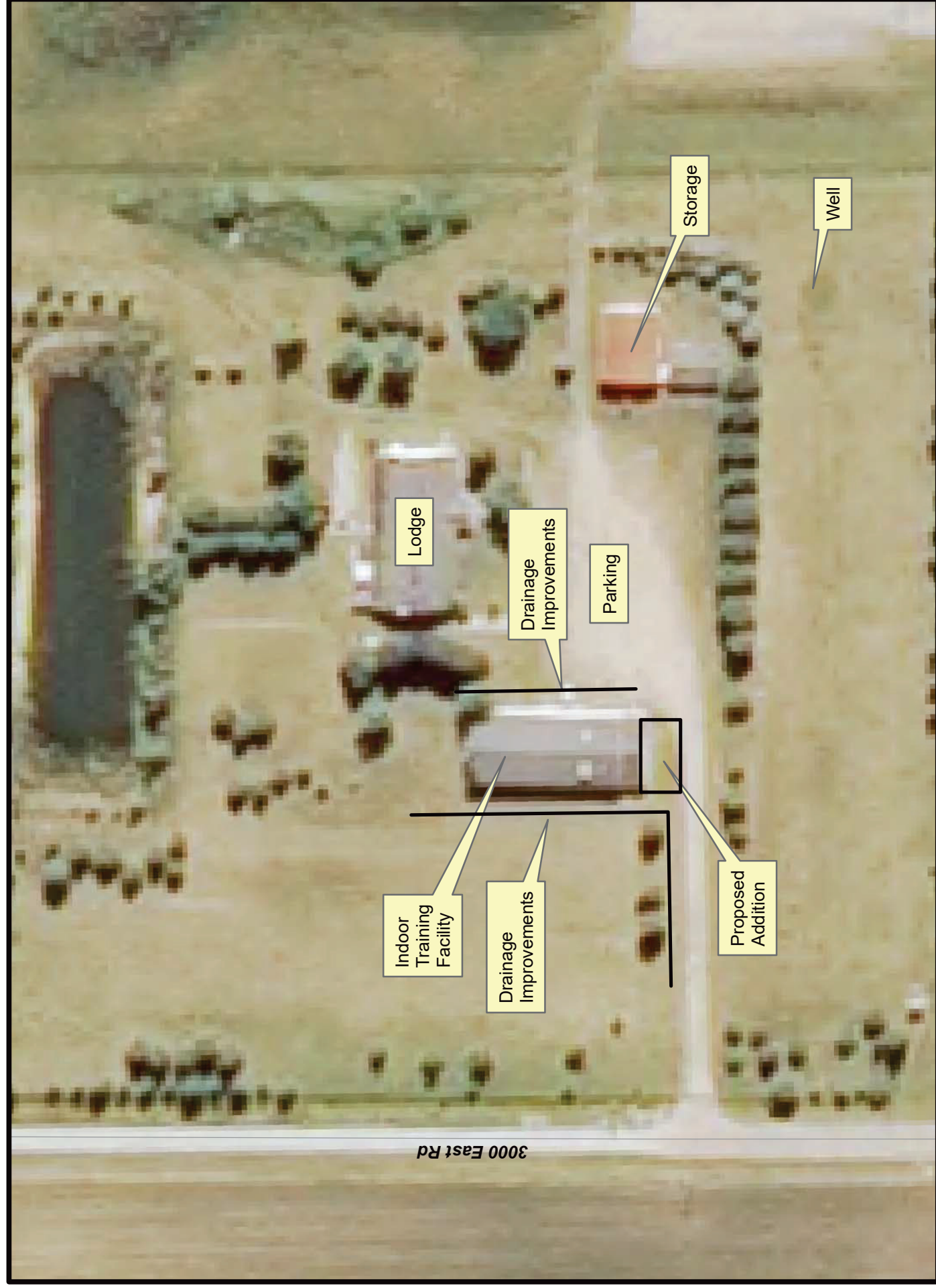
The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, sub-consultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or one hundred thousand dollars (\$100,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

POLICE TRAINING FACILITY SITE MAP



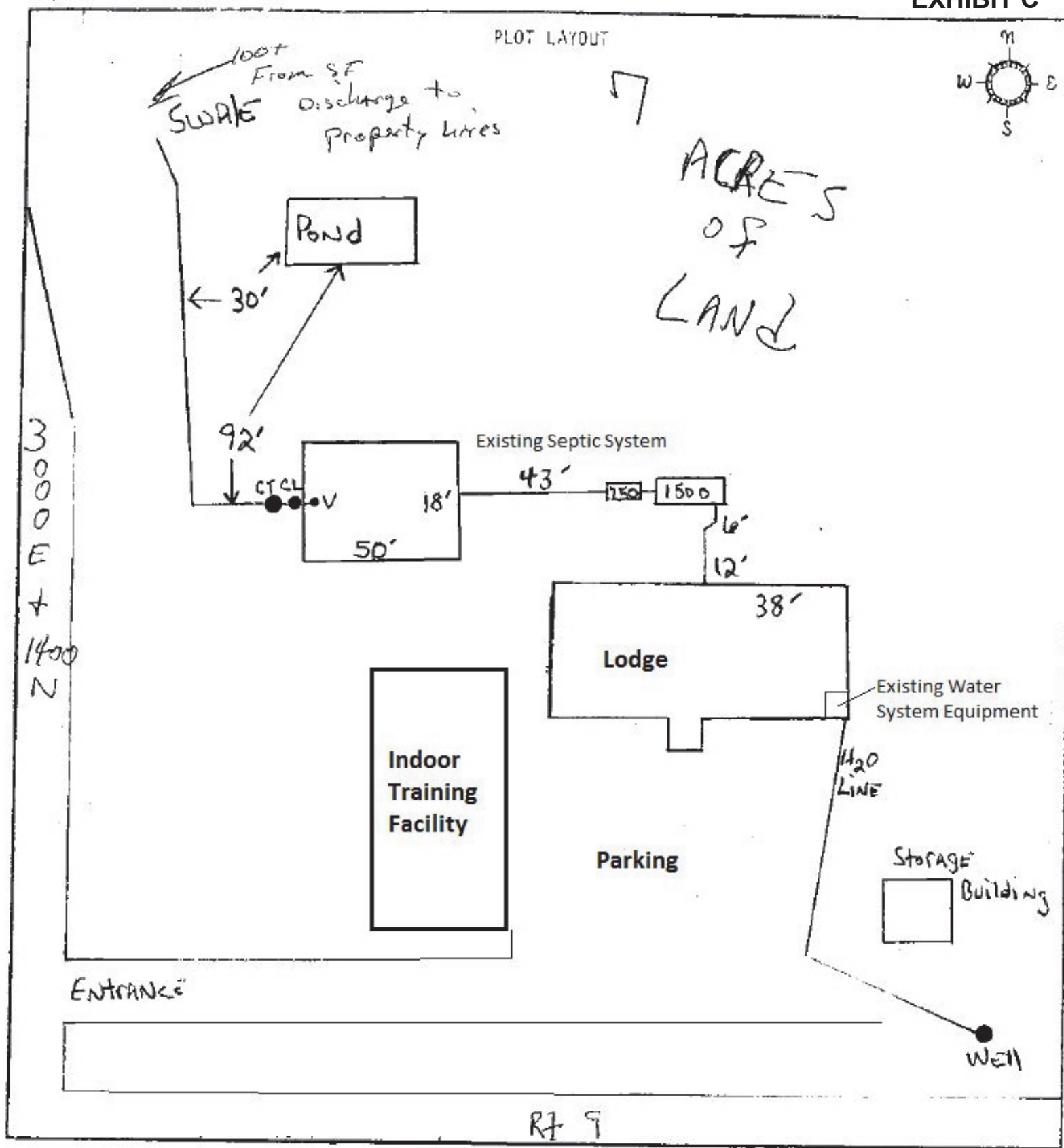
POLICE TRAINING FACILITY LAYOUT

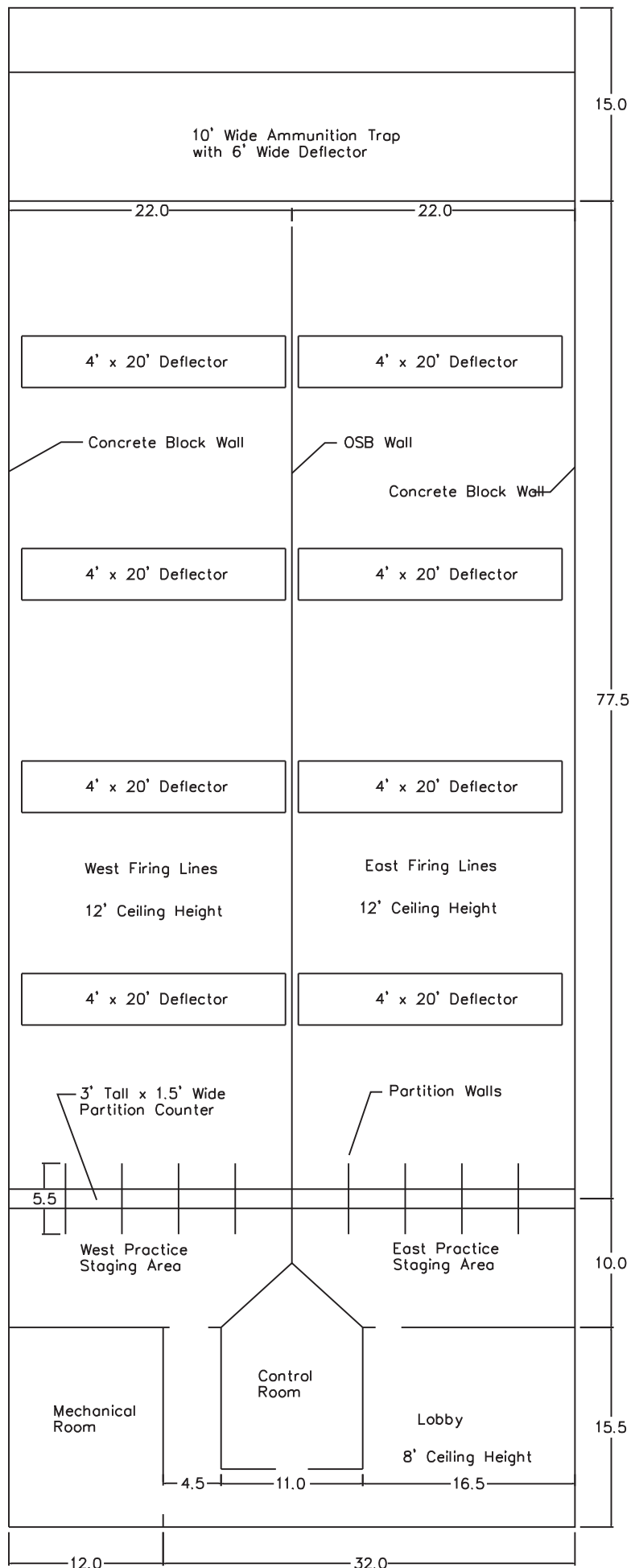
EXHIBIT C



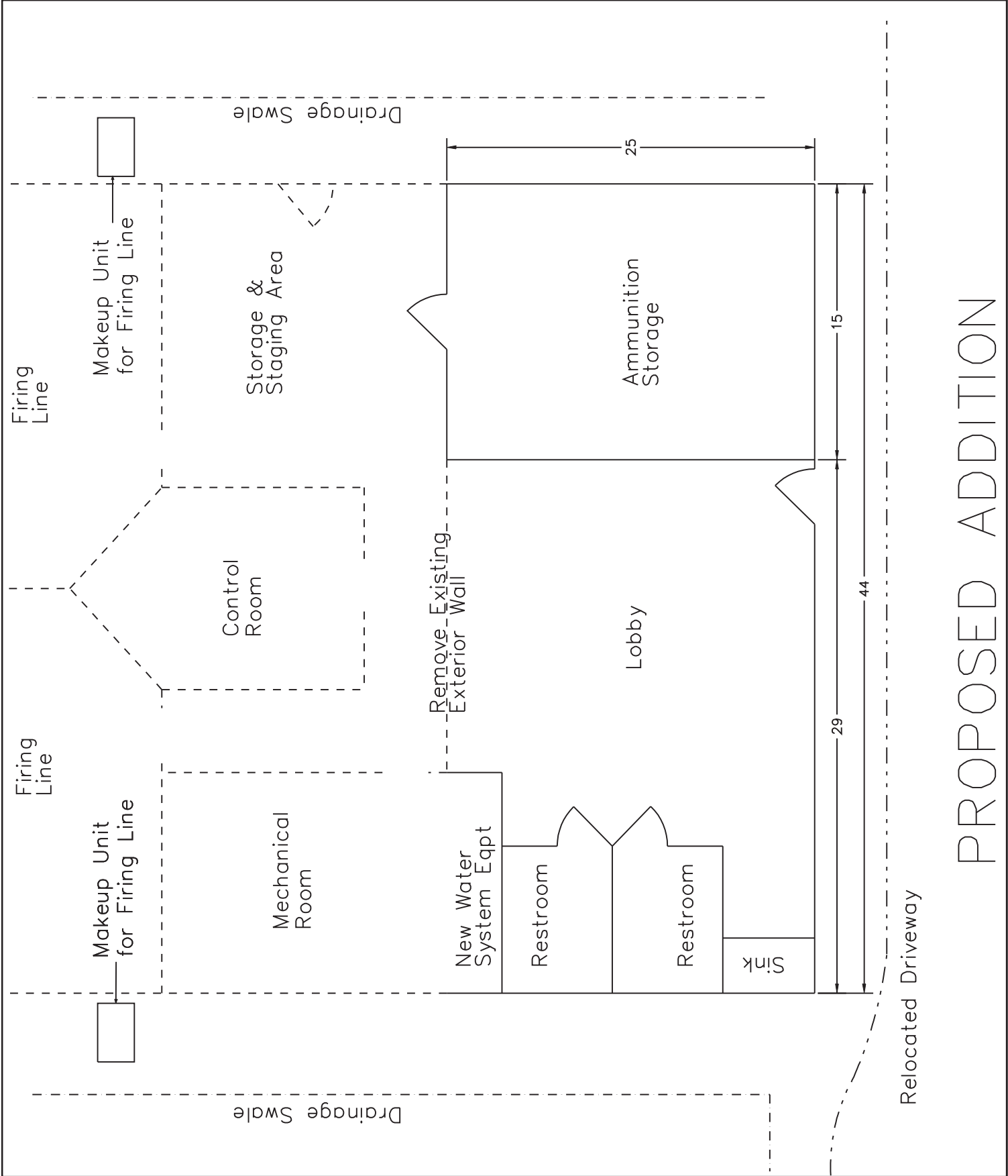
0 50 100 200 Feet

EXHIBIT C





EXISTING CONDITIONS



PROPOSED ADDITION

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services for Demolition of the City Hall Annex in the lump sum amount of \$68,600.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure & Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City Hall Annex is past its useful life. The building has been vacant for several years, there are accessibility issues, the roof is leaking and mold is present throughout the building. Demolition of the building is necessary and involves the following major issues: (1) relocation of the City's fiber optic cable that runs through the building; (2) demolition of the building; (3) installation of a retaining wall along the north side of the building; and (4) grading, site drainage and surface improvements to allow use of the open space for Fleet Maintenance storage and parking. As shown on the attached agreement, the Farnsworth Group will investigate, design and prepare plans and specifications for all of these items.

At the March 14, 2016 Meeting, Council adopted resolution 2016-10 (A Resolution Establishing the Firms in General Architectural, Engineering and Land Surveying that are Deemed to be the Most Qualified to Perform Services to the City for a Three-Year Period, with the Option for Requalification for Two Additional One-Year Periods). The Farnsworth Group was selected as one of the most qualified firms for the Structural, Utility and Survey categories, which are key design services of the project as described above.

Based on Farnsworth Group's selection under RFQ 2016-04 and Farnsworth Group's previous successful assignment in assisting the City with the demolition of the former Sugar Creek Packing Plant which included environmental assessment, utility investigation and protection and site surveying services, the Farnsworth Group was asked to submit a proposal for assistance with the demolition of the City Hall Annex. For this specific project, as outlined above, Farnsworth was deemed to be the most qualified and best fit for the work out of the pre-qualified structural firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for

Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: Funding for this project in the amount of \$35,000 is included in the FY 2016 Budget under Capital Lease-Engineering Services Account (40110133-70050). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 92, 96, 251, 291 306 and 307. The remaining \$33,600 will be funded with Capital Lease savings.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

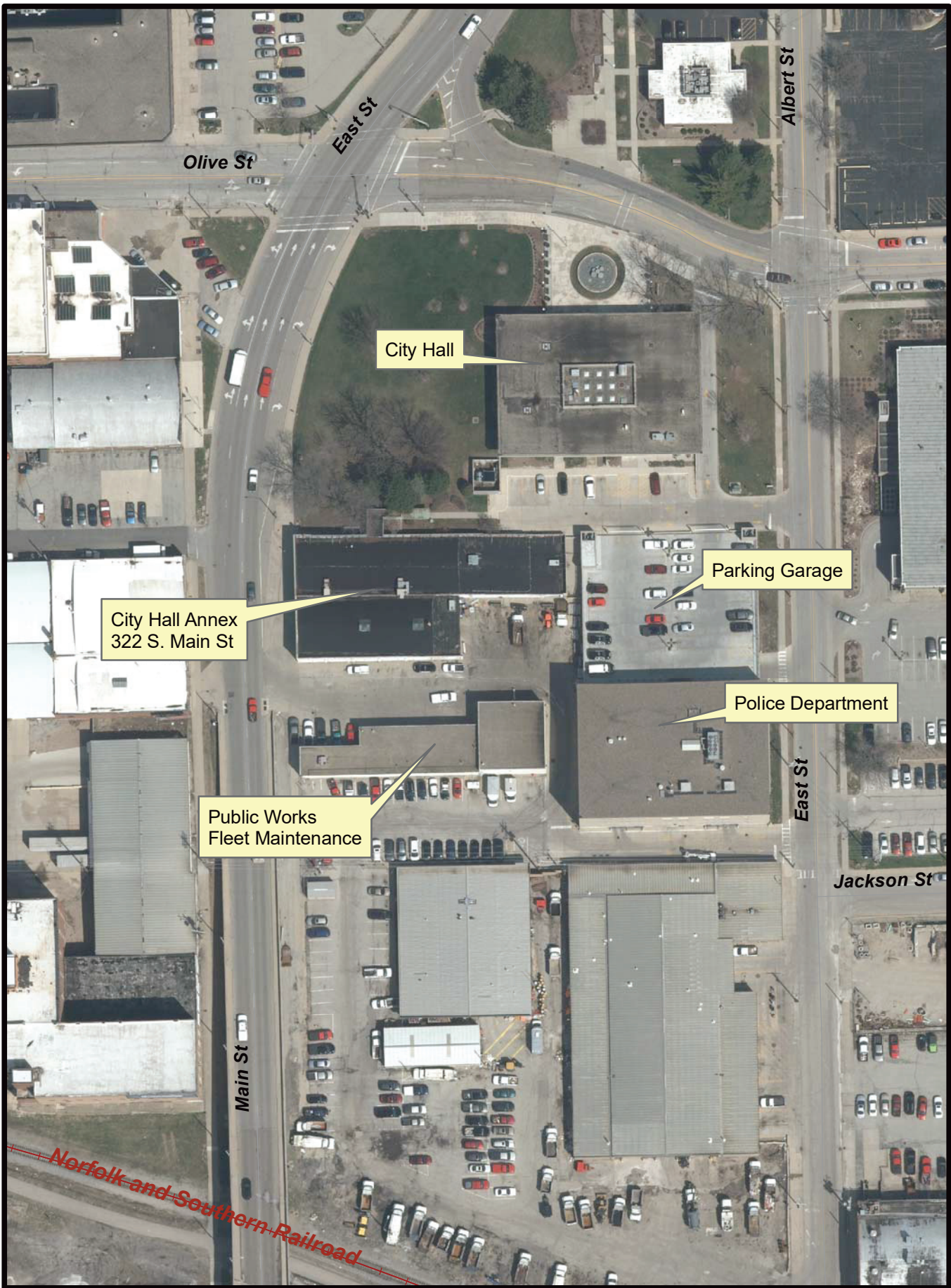
- City Hall Annex Location Map
- Professional Services Agreement with Farnsworth Group

Motion: That the Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services for Demolition of the City Hall Annex in the lump sum amount of \$68,600.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY HALL ANNEX - LOCATION MAP



0 50 100 200 Feet

Prepared by Facilities
March 1, 2016



AGREEMENT FOR PROFESSIONAL SERVICES COMBINED HOURLY CHARGES AND LUMP SUM

This Agreement is effective this 5th day of April in the year 2016, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, Illinois 61701 and City of Bloomington, Illinois, hereinafter referred to as CLIENT, of 109 E. Olive St, Bloomington, Illinois 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "Demolition and Site Development of Building Structure at 322 S. Main Street" hereinafter referred to as PROJECT.

The PROJECT generally involves the demolition of what commonly is referred to as the former City Hall Annex, located at 322 S. Main Street. The property consists of garage/storage area and former office building space. After demolition is completed the site will require grading, drainage improvements and pavement restoration. In addition, approximately 200 linear feet of structural designed retaining walls will be to be assessed and improved or installed along part of the property boundary. There are also existing utilities that will require termination or relocation as part of the PROJECT.

The anticipated order of work for the project would be as follows. Concurrent work may be possible:

- 1) Utility and Fiber Optic Relocate and disconnection.
- 2) Sheet Piling Installation
- 3) Building Demolition
- 4) Final Grading and New Pavement Installation
- 5) Final Structural Wall Finish (attached to sheet piling).

The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

Phase 001 – Preliminary Design Work

1. Perform evaluation and testing for asbestos relative to demolition to be performed by Midwest Engineering Testing Inc. in accordance with the current requirements of the Illinois Environmental Protection Agency and the Illinois Department of Public Health.
2. Conduct three (3) geotechnical soil borings to approximately 30 ft. each. Associated testing, analyses and report for retaining wall design by Ramsey Geotechnical Engineering.

3. Conduct a topographic survey of the PROJECT site as necessary for the planning and design of the PROJECT. Determine existing utility locations from JULIE and CLIENT utility markings and maps.
4. Preliminary design analyses based on review of site record drawings, geotechnical findings and surveys. Preparation of 30% meeting design questions and alternative analyses options for CLIENT review and consideration.
5. After above tasks completed, conduct a Project Kick-Off meeting (30%) with CLIENT and FARNSWORTH GROUP for a site walk visit to discuss items that may include:
 - a. Identify the limits of work.
 - b. Disruption tolerances of communication relocates.
 - c. Safety considerations.
 - d. Access limitations.
 - e. Material disposition.
 - f. Aesthetics and other aspects to provide desired design direction by CLIENT.
 - g. Research of available plans related to site design and improvements.

Phase 002 – Design Phase

1. Structural Design Work
 - a. Perform evaluation of existing structural capacity of both North and East building walls.
 - b. Provide alternative types of proposed retaining wall systems for CLIENT consideration. Steel sheet piling is the expected retaining wall system to be used as the base design.
 - c. Determine limits of wall location.
 - d. Establish elevations for top and exposed height of proposed retaining wall.
 - e. Design, detail and specify new retaining walls and provide structural calculations.
 - f. Safety Barrier design above Retaining Wall locations.
2. Civil Design Work
 - a. Contact and coordinate utility companies to determine necessary utility abandonment requirements.
 - b. Determine demolition extent.
 - c. Determine and design final finished grades for building site.
 - d. Determine desired finished grading north of building site.
 - e. Design site drainage improvements and requirements.
 - f. Design site plan and final pavement.
3. Electrical & Communications Design Work
 - a. Meet with CLIENT Representatives for communication design requirements.
 - b. Design relocation for fiber optic and electrical lines which are to remain.
 - c. Coordinate Staging Plan with CLIENT.
 - d. Meet with CLIENT representatives on communication design standard requirements or upgrades.
4. Plans & Specifications
 - a. Prepare detailed plans and specifications for CLIENT's use in bidding the PROJECT construction to contractors.

- b. Provide project schedule.
 - c. Prepare contract cost proposal that covers project pay items for contractor bidding.
 - d. As necessary, submit and provide environmental, biological, cultural permits or sign-offs.
5. Meetings & Coordination
- a. Conduct progress meetings with CLIENT at milestone dates of 60% and Final Design.
 - b. Attend one (1) council meeting for answering questions about the PROJECT.

Phase 003 – Bidding & Procurement

- 1. Prepare Engineer's Estimate of Probable Construction Cost.
- 2. Prepare preliminary construction schedule for CLIENT's use in contract documents.
- 3. Assist CLIENT with questions from prospective bidders, provide contract document interpretation, and assist with addenda.
- 4. Attend one (1) pre-bid meeting with CLIENT.
- 5. Provide assistance with bid evaluation and acceptance.

Phase 004 – Construction Services

- 1. Provide construction related services as required by CLIENT.
- 2. Site Visits and Contractor Coordination with CLIENT.
- 3. Preparation of Record Drawings.

The estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

Completion of Phase 001 work within 60 days of Agreement. Subsequent schedule to be determined with CLIENT at Kick-Off meeting.

Other Scope Items Outside Proposal

There were scope items listed in the CLIENT Scope of Engineering Services that were evaluated and believed to be items that would not be performed as part of this agreement. If it is found necessary to perform those scope items, the services can be provided as additional services or additional Time & Materials services:

- Multiple bid packages. It is assumed that one bidding package will be assembled and advertised.
- NASSCO, PACP, LACP Sewer evaluations. Because utilities are to be abandoned NASSCO evaluations were thought to not be necessary. We have certified NASSCO staff to perform this work if deemed necessary.
- Environmental Hazard Testing. Asbestos is the only recognized pre-demolition testing requirement. Mold is not a demolition remediation requirement. A Phase I Environmental Site Assessment is not planned. If materials needing special a handling are discovered, proper handling of the materials will be assessed and designed.
- IEPA 10-Day Demolition notice will be by Contractor responsibility.
- SWPP would not be part of specifications given project area being less than 1 acre (approximately 0.4 acres).

CLIENT agrees to compensate FARNSWORTH GROUP for providing the above services and expenses on the following basis:

Phase 001 – Preliminary Design Work	\$ 29,600	LUMP SUM
Phase 002 – Design Phase	\$ 29,000	LUMP SUM
Phase 003 – Bidding & Procurement	\$ 5,000	T&M
Phase 004 – Construction Services	\$ 5,000	T&M

The estimated total Combined Hourly Charges and Lump Sum fee for FARNSWORTH GROUP's services and expenses on the PROJECT is \$68,600.

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement.

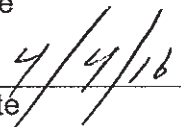
CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP


Signature

Robert C. Kohlhasse
Typed Name

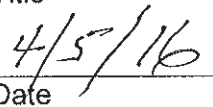
Senior Professional Manager
Title


Date


Witness Signature (if required)

Steve Myers
Typed Name

Principal
Title


Date

City of Bloomington
CLIENT

Signature

David Hales
Typed Name

City Manager
Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Robert C. Kohlhase

Principal Contact Typed Name

rkohlhase@f-w.com, 309.663.8435

Contact Information (e-mail, phone, etc.)

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

Date: April 5, 2016

Client: City of Bloomington

Project: Demolition of Building Structures at both
401 S. Prairie and 410 S. East Street

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to

contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Ability. The Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP

make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, except for cause, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. Nothing herein, however, shall limit the CLIENTS'S right to use the Professional Services Agreement - General Conditions

documents for municipal purpose, including but not limited to the CLINET'S right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of

FARNSWORTH GROUP in performing professional services shall be limited to the limits of FARNSWORTH GROUP'S applicable insurance limits, ~~fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater~~ ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 45 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: ~~CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the Professional Services Agreement - General Conditions

services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all any of CLIENT'S utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering CLIENT controlled utilities or other of CLIENT'S man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are

encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such reasonable measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage

Professional Services Agreement - General Conditions

predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2016

Engineering/Surveying Professional Staff		Per Hour
Administrative Support.....		\$ 67.00
Engineering Intern I		\$ 105.00
Engineering Intern II		\$ 115.00
Engineer/Land Surveyor.....		\$ 126.00
Senior Engineer/Senior Land Surveyor.....		\$ 132.00
Project Engineer/Project Land Surveyor		\$ 145.00
Senior Project Engineer/Senior Project Land Surveyor		\$ 162.00
Engineering Manager/Land Surveying Manager.....		\$ 181.00
Senior Engineering Manager/Senior Land Surveying Manager.....		\$ 192.00
Principal/Vice President.....		\$ 199.00

Technical Staff		
Technician I		\$ 69.00
Technician II		\$ 92.00
Senior Technician.....		\$ 102.00
Chief Technician		\$ 117.00
Designer/Computer Specialist/Lead Technician		\$ 127.00
Senior Designer		\$ 132.00
Project Designer/Project Technician		\$ 140.00
Senior Project Designer/Systems Integration Manager		\$ 158.00
Design Manager/Government Affairs Manager.....		\$ 170.00
Technical Manager		\$ 179.00
Senior Technical Manager.....		\$ 192.00

Architecture/Landscape Architecture/Interior Design Professional Staff		
Designer I		\$ 95.00
Senior Interior Designer/Designer II		\$ 105.00
Architect/Designer III/Project Coordinator		\$ 119.00
Senior Architect/Senior Project Coordinator.....		\$ 127.00
Project Architect/Project Manager.....		\$ 138.00
Senior Project Architect/Senior Project Manager.....		\$ 152.00
Architectural Manager.....		\$ 162.00
Senior Architectural Manager		\$ 170.00
Principal - Architecture.....		\$ 193.00

Units		
Overtime, If Required by Client - Non-Exempt Employees Only	1.25xbilling rate	
Expert Testimony	2xbilling rate	
Per diem		\$51.00/day
ATV & Trailer		\$11.00/hr
Field Vehicle		\$13.00/hr
Automobile mileage		\$0.57/mile
Software/CAD/Revit Station		\$15.00/hr
Hand Held GPS		\$11.00/hr
GPS Unit (each).....		\$22.00/hr
Utility Locator/Robotic Total Station		\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%	

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2017 UNLESS NOTIFIED



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of Review and Analysis of RFQ # 2016-36 - Lift Station and Force Main Evaluation.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer Stutz, Inc. for the evaluation of various lift station improvements and associated appurtenances at a cost of \$197,288.00 be approved and the City Manager and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: There are four lift stations that are in need of upgrades. The following will be evaluated under this contract:

1. Eagle Crest Lift Station
2. Farm Bureau Pump Station
3. Fell Avenue Lift Station
4. Sugar Creek Lift Station

Some of the problems at these lift stations include alarm calls for failed components that require a quick response by City crews before basement sewer backups may occur. Other problems include inadequate storage, which results in short response times before basement backups occur. Sugar Creek lift station has excess capacity due to the slowdown in development after construction of the station. This results in long retention times in the force main and this extended time results in the sewage going septic and turning highly corrosive. This reduces the life span of the force main and is not acceptable to Bloomington-Normal Water Reclamation District because of its corrosive nature. Other stations need reconfigurations due to aging pumps and older technology.

The services of a professional engineering company are needed to investigate the feasibility of making necessary improvements to the various lift stations for reasons stated above. Maurer-Stutz was selected using the Professional Services Quality Based Selection Process. This process involved; (1) Sending out Request for Qualifications (RFQ) specific to the project, (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the eight submittals down to two consultants, (3) Interviewing these two consultants and (4) Selecting a top consultant and negotiating a fee with them.

The current contract includes professional engineering services for the feasibility study and evaluation and will determine the scope for future design and construction efforts. Additional funding for design work is budgeted in FY 2017. This phased approach will provide a more accurate scope and cost for the final design and construction document preparation phases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was mailed to local and other Illinois based Professional Engineering Companies on February 16, 2016. The RFQ was also posted on the City website on the same date.

FINANCIAL IMPACT: The FY 2016 budget includes \$200,000.00 for the professional engineering feasibility and preliminary design services under the Sewer-Engineering Services account (51101100-70050). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on pages 139, 252, 336 and 338.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Contract,
- List of RFQ Submittal Firms and Interviewed Firms

Motion: That the Professional Services Contract with Maurer Stutz, Inc. for the evaluation of various lift station improvements and associated appurtenances at a cost of \$197,288.00 be approved and the City Manager and City Clerk authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**CITY OF BLOOMINGTON CONTRACT WITH
SHIVE-HATTERY, INC.
FOR PROFESSIONAL SERVICES FOR
General A&E & Land Surveying Services**

THIS AGREEMENT, dated this 7 day of April, 2016, is between the City of Bloomington (hereinafter "CITY") and SHIVE-HATTERY, INC. (hereinafter "CONSULTANT").

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. CONSULTANT shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONSULTANT under this Contract, the CITY shall pay CONSULTANT one of the following:

- ☐ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs, provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party. Either party may also terminate this Contract for any reason by giving 15 days advance written notice. Upon such termination, the City shall only be obligated to pay for the services already performed. No other damages shall be available to either party for the early termination.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONSULTANT pursuant to this Contract are instruments of CONSULTANT'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONSULTANT further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, and employees from and against liability arising out of CONSULTANT'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONSULTANT shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Prior to the commencement of any services to the City, certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONSULTANT hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONSULTANT agrees that any and all services by CONSULTANT shall, when performing services for the City, comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CCONSULTANT further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONSULTANT. CONSULTANT agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONSULTANT shall be responsible for any damages/penalties assessed to CITY for CONSULTANT'S failure to furnish all documentation in CONSULTANT'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees), provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party.

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:



Until all of the services and/or deliverables required to provided within this Contract are completed.



From one (1) year from the date of execution.



From two (2) years from the date of execution.



Other:_____

The Contract shall also be subject to the following renewal terms, if any:_____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

SHIVE-HATTERY, INC.

By: _____

Its City Manager

By: _____

Its_____

ATTEST:

By: _____

City Clerk

By: _____

Its_____

EXHIBIT A

SCOPE OF SERVICES / WORK PROVIDED

PROJECT SCOPE 1. Design of interior remodel of existing indoor training facility. 2. Design of proposed addition in accordance with applicable codes and standards including utility services, i.e., water, gas, electricity, and sewer. (Per attached EXHIBIT C) 3. Design of new HVAC system for the existing facility and addition. A new heating and air conditioning system shall be designed for the lobby, control room, mechanical room and addition. Makeup units shall be designed to provide heat and humidity control for the firing lines. 4. Review of existing site electric supply and service. Design of electric service modifications for addition and potential demolition of the Lodge. 5. Evaluation and testing of existing septic system. Design of new sewage disposal system if needed for the proposed addition. 6. Design of potable water line and necessary water system modifications for the proposed addition. 7. Design of drainage improvements around facility. 8. Submit required permits for proposed construction. **A & E SERVICES** The requested architectural and engineering services and responsibilities shall include the following: 1. Detail site survey as necessary for planning and design of the project. 2. Soil investigations as necessary for structural and sewage disposal system design. 3. Locate and Investigate existing public & private utilities including service lines. 4. Preparation of detailed plans and specifications. 5. Preparation of contract proposal and all necessary bidding documents. 6. Preparation of Budget Construction Cost Estimate. 7. Preparation of Engineers Construction Cost Estimate. 8. Preparation of Estimate of Time. 9. Project Staging Plans and Details. 10. Design submission for City review at 30%, 60% and Final design. 11. Preparation of all necessary post letting plan revisions. 12. Presentation at one City Council Meeting. 13. Obtain Environmental, Biological, Cultural and all other necessary permits (Permit fees to be paid by the City). 14. Adherence to applicable codes and regulations. 15. Construction phase services. Review of shop drawings, 6 site visits during construction and 1 final punch list visit. 16. Preparation of record drawings.

EXHIBIT A

PROJECT #1: EAGLE CREST LIFT STATION EVALUATION

Problem Statement

Maurer-Stutz understands that this lift station surcharged in 2008 causing basement flooding in 3-4 nearby homes. The apparent cause of the problem was a crusted surface on the wastewater in the wet well that resulted in the float switches not functioning properly. Since 2008 the City has been cleaning the wet well on a routine basis to prevent accumulations on the surface of the wastewater. However, in addition to this procedure the City has requested that additional alternatives be evaluated that will provide the City with a reasonable response time to address alarm conditions before backup problems occur.

Scope of Services

Maurer-Stutz, Inc. envisions the Scope of Services for the Eagle Crest Lift Station Evaluation to include the following tasks:

- Obtain GIS data for the lift station service area.
- Site visit to collect lift station information and background data.
- Install flow monitors on the two influent sewers and monitor flow to obtain peak wet weather flow. If historical flow meter data is available, this task may not be needed. For purposes of the Scope of Services we have assumed that 6 months of flow monitoring will be required, beginning in the spring. We anticipate conducting this work through a company that specializes in metering installations and data collection. Installation of flow metering equipment shall be provided by a subcontractor.
- Estimate peak flow from future developments that will be tributary to the Eagle Crest Lift Station.
- Estimate the total future peak flow to the lift station. Compare this with the existing peak design flow and use the largest value for purposes of this evaluation.
- Determine the required time for the City to respond to a high level alarm condition. This will require input from the City.
- Compute the required wet well storage volume to provide the required response time.
- Develop alternatives to provide the required response time.
- Evaluate the alternatives based on cost, feasibility, environmental factors, etc.
- Review the alternatives with the City.
- Select the most appropriate alternative and prepare a basis of design.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report for any City comments.
- Prepare and submit a final report.

Fee Estimate

Maximum Fee = \$40,645*

*Maurer-Stutz proposes to perform the Scope of Services outlined above on an hourly rate basis plus equipment charges. Should it be necessary to extend the flow monitoring period beyond 6 months in order to capture a significant rainfall event, the cost of the monitoring effort may increase.

PROJECT #2: FARM BUREAU PUMP STATION EVALUATION

Problem Statement

Maurer-Stutz understands that this storm pumping station and associated storm detention basin has been in service for many years and that the pumps are in need of repair or replacement in order to maintain reliable service. Due to the size and age of the pumps, the cost of repairs or installation of new pumps is very expensive. The City has requested the evaluation of alternatives that would allow all or a portion of the existing detention basin to be drained by gravity rather than by pumping.

Scope of Services

Maurer-Stutz, Inc. envisions the Scope of Services for the Farm Bureau Pump Station Evaluation to include the following tasks:

- Obtain GIS data for the lift station service area.
- Obtain storm detention requirements from the City (methods and formulas).
- Determine the drainage area boundary. This will determine the total area that drains into the storm detention basin.
- Determine the existing capacity of the detention basin based on site contours from the GIS maps.
- Calculate the required capacity of the detention basin based on the City's procedures and GIS data, such as pervious areas, impervious areas, drainage distances, etc.
- Determine the maximum feasible water elevation in the basin based on storm sewer inlet and manhole elevations.
- Evaluate downstream storm sewers for gravity discharge from the basin.
- Develop potential alternatives. We envision that the alternatives, as a minimum, will include the following: a) continue with the existing pump system, including repair and replacement as needed (this alternative is a "no change" option), b) drain the basin as far as possible by gravity and pump the remainder of the volume with a small pump, and c) drain the basin entirely by gravity, which will require filling the bottom of the pond and raising the high water level to maintain the required storage volume.
- Evaluate the alternatives based on cost, feasibility, environmental factors, etc.
- Conduct a preliminary review meeting with the City to discuss the alternatives.
- Select the most appropriate alternative and prepare and generate a plan of improvements.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report based on any City comments.
- Prepare and submit a final report.

Fee Estimate

Maximum Fee = \$40,003*

*Maurer-Stutz proposes to perform the Scope of Services outlined above on an hourly rate basis.

PROJECT #3: FELL AVE. LIFT STATION EVALUATION

Problem Statement

Maurer-Stutz understands that on occasion during high flow conditions the pumps in the Fell Avenue Lift Station will overheat and trip out. The City has requested that the pump station be evaluated to determine the cause of the problem and that alternatives be evaluated to resolve the problem.

Scope of Services

Maurer-Stutz, Inc. envisions the Scope of Services for the Fell Ave. Lift Station Evaluation to include the following tasks:

- Obtain GIS data for the lift station service area.
- Site visit to collect lift station information and background data.
- Review with City the conditions when pumps trip out.
- Install a flow monitor on the influent sewer and monitor flow to obtain peak wet weather flow. Install a level sensor in the 60" discharge sewer to obtain high level information. If historical data is available, this task may not be needed. For purposes of the Scope of Services we have assumed 6 months of monitoring will be required, probably beginning in the spring. We envision that the flow and level monitoring work will be performed by a flow metering company that will be a subcontractor to MSI. This information will be used to determine the worst case system head curve.
- Perform draw down tests in wet well to verify the actual pumping rate.
- Check electrical controls and measure amp draw for each pump.
- Perform coordination with the pump vendor regarding potential pump/control issues.
- Calculate system head curves and plot with pump curves to determine potential problems.
- Develop alternatives to prevent pumps from tripping out. Depending on the results of the investigation we envision the alternatives may include a) electrical revisions, b) plumbing revisions, and c) pump revisions.
- Evaluate the alternatives based on cost, feasibility, environmental factors, etc.
- Conduct a preliminary review meeting with the City to discuss the alternatives.
- Select the most appropriate alternative and prepare a basis of design.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report for any City comments.
- Prepare and submit a final report.

Fee Estimate

Maximum Fee = \$40,746*

*Maurer-Stutz proposes to perform the Scope of Services outlined above on an hourly rate basis plus equipment charges. Should it be necessary to extend the flow monitoring period beyond 6 months in order to capture a significant rainfall event, the cost of the monitoring effort may increase.

PROJECT #4: SUGAR CREEK FORCE MAIN EVALUATION

Problem Statement

Maurer-Stutz understands that the pump station and 30" concrete force main are significantly oversized, as a result of planned development that has not occurred. Due to the long force main (approximately 3.2 miles) and the very low flows, there is concern that the force main may be deteriorating due to the long travel time in the pipe. The City has requested that the force main be investigated to determine the degree of deterioration and, if significant, to develop a plan of action or alternatives to rectify the problem.

Scope of Services – Phase 1

Maurer-Stutz, Inc. envisions the Phase 1 Scope of Services for the Sugar Creek Force Main Evaluation to include the following tasks:

- Review the City's Division B Drawings for the Force Main.
- Obtain flow meter data and run time hours for the lift station. This information will be used to determine the detention time in the force main and potential needs for flow diversion during inspection of the force main.
- Coordinate with the City's on-call contractor to remove a few of the air release valves to facilitate a localized internal force main inspection (estimate 4 or 5 locations).
- Coordinate with the City regarding operation of the lift station during the force main inspection process.
- Coordinate with a City contractor to partially drain the force main to allow for localized inspection at some of the air release valve locations. This would require draining approximately 110,000 gallons of wastewater from the force main and hauling it to the wastewater treatment plant for treatment. It appears that tank trucks could be loaded from the pump station bypass line on the south side of the pump station.
- Check the force main at some of the air release valve locations with a TV camera.
- Evaluate the local pipe condition based on the results of the TV inspections.
- Prepare a preliminary evaluation report.
- Review the report with the City.
- Revise the report based on any City comments.
- Prepare and submit a final report.

Scope of Services – Phase 2

If the results of Phase 1 indicate that the force main has significant deterioration, MSI would propose that the City proceed with a Phase 2 project. It is anticipated that the Scope of Services for this Phase may include a full internal pipe assessment, an evaluation to address repair or replacement of the force main, and an evaluation of smaller pumps.

Fee Estimate

Maximum Fee = \$75,894*

*Maurer-Stutz proposes to perform the Phase 1 Scope of Services outlined above on an hourly rate basis plus equipment and sub-contractor charges. We have not included the cost of the City's on-call contractor to remove and replace the air release valves nor have we included the cost of a City contractor to partially drain the force main. We have assumed that these expenses would be paid separately by the City. However, we have two crew days for Hoerr Construction to perform televising and they may be able to perform the removal and replacement of air release valves if time allows.

If Phase 2 is warranted, Maurer-Stutz will provide a fee estimate at the conclusion of Phase 1.

EXHIBIT B

FEES & PAYMENT TERMS

FEES and EXPENSES

SITE WORK

1. Detail site survey as necessary for planning and design of the project \$2,800.00

2. Soil investigations as necessary sewage disposal system \$2,000.00

3. Locate and Investigate existing public & private utilities including service lines. \$900.00

4. Existing septic system testing \$500.00

5. New septic system design, if needed Preliminary investigation shows it should be adequate for future use

6. Design for site drainage, includes construction observation \$11,300.00

7. Obtain Environmental, Biological, Cultural and all other necessary permits. Included in item 6

8. Adherence to applicable codes and regulations. Included in item 6

9. Preparation of record drawings. \$1,000.00

BUILDING WORK

1. Soil investigations as necessary for structural \$2,000.00

2. Preparation of detailed plans and specifications for building addition \$33,000

Basic Services

3. Preparation of contract proposal and all necessary bidding documents In the Basic Services

4. Preparation of Budget Construction Cost Estimate In the Basic Services

5. Preparation of Engineer's Construction Cost Estimate In the Basic Services

6. Preparation of Estimate of Time In the Basic Services

7. Project Staging Plans and Details In the Basic Services

8. Design submission for City review at 30%, 60% and Final design In the Basic Services

9. Preparation of all necessary post letting plan revisions In the Basic Services

10. Presentation at one City Council Meeting In the Basic Services

11. Obtain Environmental, Biological, Cultural and all other necessary permits. In the Basic Services

12. Adherence to applicable codes and regulations In the Basic Services

13. Construction phase services. Review of shop drawings, 6 site visits during In the Basic Services construction and 1 final punch list visit

14. Preparation of record drawings \$1,000.00

REIMBURSABLE EXPENSES \$600.00 plus permit fees

ADDITIONAL TERMS AND CONDITIONS

1. The following item is requested as an addition terms and conditions to the City of Bloomington's contract: **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, sub-consultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or one hundred thousand dollars (\$100,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

EXHIBIT B

Cost Summary

<u>Project</u>	<u>Project Estimate</u>
Eagle Crest Lift Station	\$ 40,645.00
Farm Bureau Pump Station	\$ 40,003.00
Fell Avenue Lift Station	\$ 40,746.00
Sugar Creek Lift Station	<u>\$ 75,894.00</u>
Total Estimated Cost:	\$ 197,288.00

MAURER-STUTZ, INC.
HOURLY RATE SCHEDULE

(450) ONE MEMBER SURVEY CREW	100.00
(750) TWO MEMBER SURVEY CREW	150.00
(755) THREE MEMBER SURVEY CREW	210.00
(701) TECHNICIAN I	50.00
(702) TECHNICIAN II	58.00
(703) TECHNICIAN III	65.00
(704) TECHNICIAN IV	75.00
(705) TECHNICIAN V	78.00
(569) SCIENTIST/DESIGN TECHNOLOGIST IV	75.00
(570) SCIENTIST/DESIGN TECHNOLOGIST V	85.00
(571) SCIENTIST/DESIGN TECHNOLOGIST VI	105.00
(572) SCIENTIST/DESIGN TECHNOLOGIST VII	110.00
(205) ENGINEER I	75.00
(206) ENGINEER II	85.00
(207) ENGINEER III	90.00
(208) ENGINEER IV	98.00
(209) ENGINEER V	112.00
(199) ELECTRICAL ENGINEER XI	155.00
(493) PROFESSIONAL ENGINEER III	100.00
(494) PROFESSIONAL ENGINEER IV	110.00
(495) PROFESSIONAL ENGINEER V	130.00
(496) PROFESSIONAL ENGINEER VI	142.00
(497) PROFESSIONAL ENGINEER VII	155.00
(498) PROFESSIONAL ENGINEER VIII	160.00
(499) PROFESSIONAL ENGINEER IX	185.00
(681) SURVEYOR IN TRAINING III	90.00
(515) PROFESSIONAL LAND SURVEYOR VI	115.00
(516) PROFESSIONAL LAND SURVEYOR VII	135.00
(517) PROFESSIONAL LAND SURVEYOR VIII	150.00
(654) STRUCTURAL ENGINEER IV	110.00
(655) STRUCTURAL ENGINEER V	130.00
(657) STRUCTURAL ENGINEER VII	155.00
(658) STRUCTURAL ENGINEER VIII	170.00
(660) STRUCTURAL ENGINEER X	210.00
(230) ENVIRONMENTAL GEOLOGIST VI	120.00
(156) CLERICAL III	55.00
(157) CLERICAL IV	60.00
(525) PROJECT ADMINISTRATOR V	88.00

EFFECTIVE 03/01/16

Submittal & Interview List for Lift Station and Force Main Evaluation/Design - RFQ #2016-36

CONSULTANT	STREET	ADDRESS
Mauer-Stutz, Inc.	3116 N Dries Lane	Peoria, IL 61604
Baxter & Woodman, Inc.	8840 W 192nd St	Mokena IL 60448
McClure Engineering	1138 Columbus St.	Ottawa, IL 61350
MSA Professional Services, Champaign LLC	201 W Springfield Ave., Suite 400	Champaign IL 61820
Lewis, Yockey & Brown, Inc.	505 N. Main Street	Bloomington IL 61701
Crawford, Murphy & Tilly, Inc.	401 SW Water St., Suite 209	Peoria, IL 61602
ESI Consultants, Ltd.	753 Windsor Road	Charleston, IL 61920
Clark Dietz, Inc.	125 W Church St	Champaign, IL 61820

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of approving an Intergovernmental Agreement between the City of Bloomington and Hudson Township Road District for equipment rental and maintenance

RECOMMENDATION/MOTION: That the intergovernmental agreement with Hudson Township Road District for equipment rental and maintenance be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK:

1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- 1.e. Partnering with others for the most cost-effective service delivery

BACKGROUND:

Currently, the City does not own certain equipment that could be used to optimize the patching of City streets. In particular, the City does not currently own the equipment which is necessary to provide spray injection pavement patching (see right). Correspondingly, Hudson Township Road District does not own the necessary equipment which is regularly needed in the maintenance and upkeep of their Township streets. However, Hudson Township Road District does currently own the necessary equipment for spray injection pothole patching, and the City currently owns the necessary equipment for the maintenance of streets.



Example of pothole spray injection equipment

Thus, an intergovernmental partnership between the City and Road District would benefit both parties involved. As a result of this particular agreement, the City and Road District would have the ability to rent equipment from one another as the needs arise. The City and Road District would reimburse each other on a time and materials basis for all labor and equipment expenses using the latest revision of the Illinois Department of Transportation's "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT EXPENSE" and the latest index factor as issued by the Illinois Department of Transportation for all labor and equipment provided.

The City of Bloomington had a successful pilot project with a spray injection pavement patch along the west leg of Lincoln and Veterans Parkway. Staff compared the spray injection pavement patch to the current cold patch techniques.

If the use of the spray injection pavement patching through the intergovernmental agreement with the Road District is successful, staff will review the various equipment options for recommendations in future budget years. There are many different types of equipment that range in cost.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Members of both the County and Hudson Township have been involved in discussions on this topic. The Hudson Township Board also discussed the issue with preliminary support during a recent meeting. Final action will be taken by the Highway Commissioner upon City Council approval.

FINANCIAL IMPACT: Any rental fee that the City would need to pay Hudson Township Road District would be paid from the FY 2017 Budget under Street Maintenance-Rentals account (10016120-70420). Any fee received from Hudson Township Road District will be put into the Street Maintenance revenue account – Other Miscellaneous Revenue (10016120-57990). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled “Overview & General Fund Budget” on page 351.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

Reviewed by: Colleen Winterland, Superintendent of Streets & Sewers

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Intergovernmental Agreement for Equipment Rental and Maintenance

Motion: That the agreement with Hudson Township Road District for equipment rental and maintenance 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 Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

**INTERGOVERNMENTAL AGREEMENT
FOR EQUIPMENT RENTAL AND MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), made and enter into on this 25th day of April, 2016, by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal incorporation (the “City”) and the HUDSON TOWNSHIP ROAD DISTRICT, a political subdivision of the State of Illinois (the “Road District”), in the County of McLean. State of Illinois, pursuant to and in accordance with the authority contained in Article VII, Section 10 of the Illinois Constitution of 1970 and the intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City of Bloomington and Hudson Township Road District (sometimes collectively referred to herein as the “Parties”) are units of local government;

WHEREAS, Bloomington does not own the equipment to provide spray injection pavement patching to city-owned streets, and Bloomington desires to rent equipment from the Road District so trained Bloomington crews can perform pothole patching operations to city maintained streets.

WHEREAS, the Road District does not own the equipment that might be needed in the maintenance and upkeep of Road District maintained streets, and the Road District desires the ability to rent equipment from the City to perform needed maintenance of Road District maintained streets;

WHEREAS, the Road District has the necessary equipment for spray injection pothole patching;

WHEREAS, the City has the necessary equipment for maintenance responsibilities to street maintenance;

WHEREAS, the City is willing to reimburse the Road District for its costs to rent equipment under the terms and conditions of this Agreement; and

WHEREAS, the Road District is willing to reimburse the City for its costs to rent equipment under the terms and conditions of this Agreement; and

WHEREAS, the parties have agreed to reimburse each other on a time and materials basis for all labor and equipment expenses using the latest revision of the Illinois Department of Transportation's "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT EXPENSE" and the latest index factor as issued by the Illinois Department of Transportation for all labor and equipment provided.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Road District hereby agree and covenant as follows:

- 1. AUTHORITY.** The City hereby requests from the Road District and the Road District agrees to provide equipment for maintenance on city maintained streets. For and during any period that the Road District is performing the requested services for the City, such services shall, except as otherwise noted, be under the authority and direction of the Road District and the Road District shall have all the powers of the City necessary to perform these services. The Road District hereby requests from the City and the City agrees to provide equipment for maintenance on Road District maintained streets. For and during any period that the City is performing the requested services for the Road District, such services shall, except as otherwise noted, be under the authority and direction of the City and the City shall have all the powers of the County necessary to perform these services.
- 2. SERVICES.** The Road District shall provide spray injection equipment necessary to perform pothole maintenance on city-owned streets at the request of the City. The City shall submit all requests in written form and signed by the Director of Public Works or his/her authorized representative. The City shall provide equipment as requested for maintenance on Road District-owned streets at the request of the Road District. The Road District shall submit all requests in written form and signed by the Township Road Commissioner or his/her authorized representative. The Road District will provide all traffic control required on Road District owned streets and the City will provide all traffic control required on City owned streets.
- 3. REIMBURSEMENT.** The City hereby agrees to reimburse the Road District for expenses incurred by the Road District in connection with providing the requested services for the City within thirty (30) days after receipt of billing. The Road District hereby agrees to reimburse the City for expenses incurred by the City in connection with providing the requested services for the County within thirty (30) days after receipt of billing.
- 4. LIABILITIES.** Each Party shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers compensation claims, damages to or destruction of equipment arising out of or in connection with furnishing the requested services for the other Party under this agreement and shall hold the other Party harmless from any such claim(s).

- 5. DISPUTE RESOLUTION.** City and Road District agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of the Agreement. To the end, if a dispute cannot be resolved by the administrative staff of the resulting parties, then the City Manager shall meet the Highway Commissioner in an attempt to resolve the dispute. If Parties cannot reach a resolution through this method, then they agree to submit to mediation through a recognized third-party mediator.

In the event the Parties cannot resolve the dispute through third-party mediation, the Parties hereby agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall applied.

- 6. NOTICES.** All notices or communications provided for herein shall be in writing and shall be delivered to City or Road District either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bloomington
Public Works Department
Attn: Public Works Director
115 E. Washington Street
P.O. Box 3157
Bloomington, Illinois 61702-3157

Road District:

Hudson Township Road

- 7. ASSIGNMENTS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other party.
- 8. TERM.** This Agreement shall remain in force and effect for a period of ten years from the date of its execution, subject to paragraph 9.
- 9. TERMINATION.** Either the City or Road District may terminate this agreement by providing the other party sixty (60) calendar day advance written notice.
- 10. AMENDMENTS.** This agreement sets forth the complete understanding between the City and Road District, and any amendments hereto to be effective must be in writing.

WITNESSETH WHEREOF, the City of Bloomington, an Illinois home rule municipal incorporation, and the Hudson Township Road District, a political subdivision of the State of Illinois, have caused this Agreement to be signed in duplicate originals, each signed copy constituting an original, by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the day and date first hereinabove set forth.

City of Bloomington, an Illinois
home-rule municipal corporation

By: _____
Tari Renner, Mayor

Attest: _____
Cherry L. Lawson, City Clerk

Date: _____

Hudson Township Road District, a
political subdivision of the State of Illinois

By: _____
Hudson Township Road District
Highway Commissioner

Attest: _____
Road District Clerk

Date: _____

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: April 25th, 2016

SUBJECT: Consideration of approving the submittal of an application for Monarch Butterfly Conservation Fund Grant 2016.

RECOMMENDATION/MOTION: That Council approves the Parks, Recreation, and Cultural Arts (PRCA) Department to apply for 2016 Monarch Butterfly Conservation Fund Grant through the National Fish and Wildlife Foundation.

STRATEGIC PLAN SIGNIFICANCE: Goal 1: Financially Sound City Providing Quality Basic Services: Value for tax dollars and fees. Goal 3: Strong Neighborhoods: Residents increasingly sharing/taking responsibility for their homes and neighborhoods. Goal 5: Great Place to Live-Livable, Sustainable City: City acting as environmental steward.

BACKGROUND: In 2008, the PRCA department was directed to take over from Public Works department all the mowing of City right of way, detention basins, creeks, waterways, and public easements. This totals 203 acres of mowing. Previous to and during this same time period the monarch butterfly population in North America has decreased by 90%. This decrease is due mainly to reduction in monarch habitat which must contain plants in the milkweed family (*Asclepias spp.*). The migration of the monarch butterfly to Mexico for overwintering is considered a migratory phenomenon. Illinois is part of a 14 state migratory corridor for the monarch butterfly.

This grant would provide funds for habitat restoration for the monarch. These areas, once restored to monarch habitat, will require dramatically less maintenance than the current mowing cycle. This will save the city both in funds and labor. 60 of these acres have been determined to be conducive to this work. Many of the areas are within neighborhoods and under .5 acre in size. This project would provide excellent educational and neighborhood engagement opportunities. Managing these areas could provide several internship opportunities to college students as well. The Mayor and Council have shown excellent commitment to monarchs as the Mayor has taken the National Mayors Monarch Butterfly Pledge. This grant would help us achieve goals related to this commitment, reduce City costs, and engage neighborhood residents all at same time. This project has support of the local chapter of the Audubon Society.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: PRCA Department, National Fish and Wildlife Federation, John Wesley Powell Audubon Society.

FINANCIAL IMPACT: The grant will provide between \$50,000 and \$250,000 on a two year implementation cycle. The City required match is 1:1. Our equipment, labor, and administrative work qualifies for our match. Specific financial impact will not be known until when or if the grants are awarded. Proposals are due 5/2/2016 and awards are made in August of 2016.

Respectfully submitted for Council consideration.

Prepared by: David Lamb, Assistant Superintendent of Park Maintenance

Reviewed by: Jay Tetzloff, Director of Parks, Recreation, and Cultural Arts

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 2016 Request for Proposal

Motion: That Council approves the Parks, Recreation, and Cultural Arts Department to apply for 2016 Monarch Butterfly Conservation Fund Grant through the National Fish and Wildlife Foundation.

Motion: _____ Seconded by: _____

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



Monarch Butterfly Conservation Fund

2016 REQUEST FOR PROPOSALS

Full Proposal Due Date: *Monday, May 2nd, 2016* by **11:59 PM Eastern Standard Time**

OVERVIEW

The monarch butterfly is an iconic species that inspires people throughout North America, but its population numbers have declined over the last two decades. Monarchs have gained familiarity due to their beauty, accessibility (many people have encountered them), and worldwide attention for the migratory phenomenon they exhibit. The migration of monarch butterflies in North America to overwintering sites in Mexico is among nature's most spectacular phenomena.

North American monarchs form two distinct populations: a western population and an eastern population, separated by the Rocky Mountains. The eastern population is critically important as it comprises the majority (over 95%) of the continent's monarch population. Each summer and fall, millions of monarch butterflies migrate up to 3,000 km from their summer breeding range in parts of Canada and the central U.S. to their overwintering sites in central Mexico where they congregate in densely packed groups.

Monarchs cannot survive without milkweed (*Asclepias* spp.). Adult butterflies lay eggs on milkweed plants as the host plant for larvae; monarch caterpillars consume only this species. In early spring, the first generation of the wintering butterflies in Mexico begin their northbound journey, arriving in Texas and neighboring states where they lay eggs on milkweed plants. The larvae hatch on milkweed and eventually emerge as adult butterflies and disperse from their spring breeding habitat into the rest of the eastern U.S. and Canada in search of milkweed as they continue their annual cycle of multiple generations. Several generations of monarchs will occur during this northern migration. At this time, the late summer adult monarchs from the eastern population begin a return migration to Central Mexico, their ancestral homeland, yet a place none of these individuals have ever seen.

In contrast to the annual cycle of the eastern migratory population, the breeding area of the western population occurs throughout western United States and Canada and overwinters on coastal California. The western population of monarchs winter in small clusters along the California coast, from San Diego in the south to just north of the San Francisco Bay. In summer these monarchs disperse throughout the western U.S. and Canada, but their movements, habitat requirements, as well as other aspects of their natural history are lesser known than the eastern population.

Recent surveys of monarchs overwintering in Mexico indicate that the population fell in 2013 to 10% of the 20-yr average. Multiple threats are known to impact monarch survival and experts agree that a decline in milkweed and nectar plants in the summer breeding areas in the Midwest has reduced the ability of the population to recover to historical levels. Conversion of land to agriculture, other land uses, and use of more efficient and productive weed management practices have contributed to a decline in the availability of milkweeds for sustaining the monarch population.

Winter population surveys for the western population have also shown a steady decline in numbers over the long term trends (50% decline). Loss and degradation of habitat at these wintering sites is a known contributor.

NFWF's Monarch Butterfly Conservation Fund will support efforts to increase monarch butterfly population numbers – with the ultimate goal of supporting a resilient population and continuing its migratory phenomenon. The Monarch Butterfly Conservation Fund will prioritize the eastern, migratory population (roughly 20% will be directed towards the state of Texas spring breeding area and population) and a portion of awarded funds will be allocated to the western population. Resident populations in south Florida or elsewhere are not priorities for the Monarch Butterfly Conservation Fund at this time. Recognizing that research on monarchs is ongoing, we anticipate that the strategic focus of the program may shift from year to year as we learn more about the threats to the species and the solutions that address those threats. This year, the goal is to focus on three strategies that are broadly considered critical to reversing the decline of the population. They are: 1) increasing connectivity in habitat for monarchs (i.e., habitat conservation, restoration, and improved land management practices); 2) enhancing coordination and capacity of monarch butterfly conservation efforts; and 3) improving the seed supply of regionally adapted and native milkweeds and nectar-producing plant species.

By supporting these strategies, the Monarch Butterfly Conservation Fund will be investing in both short-term (habitat restoration and best management practices) and long-term solutions (sustainable seed supply and organizational capacity) to bolster monarch numbers and support a healthy and sustainable population.

Approximately \$3.9 million is available in this year of the Monarch Butterfly Conservation Fund. Funding is provided by the U.S. Fish and Wildlife Service, Monsanto Company, the U.S. Department of Agriculture's Forest Service, Bureau of Land Management, United States Geological Survey, as well as private National Fish and Wildlife Foundation funds. Grants may be up to two years in length and will generally range in size from \$50,000 to \$250,000. Matching funds of at least 1:1 in non-U.S. federal funds are required.

GEOGRAPHIC FOCUS

Monarch Butterfly Conservation Fund grants will be awarded to projects that significantly advance monarch butterfly conservation in the monarch butterfly range in North America (USA, Mexico, and Canada). Applications are encouraged throughout the species range; however a priority has been placed for project awards with activities that occur in the eastern population's migratory flyway often called the "monarch butterfly corridor". This includes the 14 priority states of North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Wisconsin, Michigan, Iowa, Missouri, Illinois, Indiana, Arkansas, Oklahoma, and Texas. Proposals are welcomed from other states and projects in the West will be awarded, with priority given to proposals with activity on or adjacent to USDA Forest Service and Bureau of Land Management lands. Proposals also will be accepted from Mexico and Canada.

PROGRAM PRIORITIES

Competitive Monarch Butterfly Conservation Fund proposals should address one or more of the following strategies: 1) increasing habitat availability for monarchs (i.e., restoration, enhancement, land management, and creating habitat connectivity,) with associated monitoring to assure conservation efforts are –effective and strategic; 2) enhancing coordination and capacity of monarch butterfly conservation efforts; and 3) improving the seed supply and affordability of regionally adapted milkweed (*Asclepias* spp.) and nectar-producing plants (prairie species). Within the expansive monarch distribution, physiographic and social conditions vary widely across the species’ range. As a result, proposals should describe local or regional conditions and address them in the context of the three major strategies described below.

1. *Habitat Improvement and Best Management Practices:* The overall goal is having a connected patchwork of monarch habitat across the monarch range to support the annual life cycles and migration. NFWF will prioritize projects to increase the quantity, quality, and connectivity of monarch butterfly habitat. Emphasis will be on land restoration acres containing ample milkweed and a diversity of nectar plants. Also important will be monitoring effectiveness of proposal outcomes for number of monarchs and reporting the establishment rates (and acreage) of new habitat to assure conservation efforts are productive and targeted to key landscapes. Improving habitat management using best management practices is also a priority (e.g., timing, frequency, and tools used for monarch/prairie habitat). Specifically in Mexico, provision of habitat and protection of overwintering sites will be prioritized.

If preparing a restoration proposal please define the step-by-step restoration process. Proposals should emphasize adapted milkweed species and nectar plants. Restoration work will be focused on several categories of land:

- State, private, tribal and other lands managed by professionals.
 - Lands in the west managed by (or adjacent to) the USDA Forest Service and/or Bureau of Land Management.
 - Habitats managed and retained for the movement of people and goods and services, such as: railroad right-of-ways, transmission/pipeline corridors, levees, and roadsides.
 - Agricultural Lands: marginal land, buffers, rangeland and pastureland, including land enrolled in Farm Bill programs.
2. *Organizational Coordination and Capacity:* NFWF will seek to increase organizational capacity and coordination among organizations, 501c (3), states, and NGOs engaged in monarch conservation. Funding for state and regional monarch conservation consortiums will be available, and should include participation by academia, NGOs, federal, state, and local governments, and the private sector. Funding will be awarded to support positions and programming that is additive (i.e., new positions and programming as opposed to existing positions and overhead).
 3. *Regionally Adapted and Native Plant Seed Supply:* There are many species of milkweed and nectaring plants, each with different habitat requirements and regional suitability. In some

areas there is limited availability of appropriate varieties and blends. NFWF will make grants to help ensure adequate native milkweed and nectar-producing plant seed or plugs. Additionally, NFWF will prioritize projects that propose ways to increase affordability of local/regionally adapted seed blends per acre. Projects that grow and then collect seed with a planned pathway for new seed to be sown will be competitive.

An underlying premise of the Monarch Butterfly Conservation Fund is that investment in a core set of strategies can achieve measurable outcomes that span several aspects of monarch conservation. The Monarch Butterfly Conservation Fund does not preclude investments in high-priority features in other areas, but the strategies above will drive investments to restore high quality monarch habitat and subsequently monarch butterflies.

PROJECT METRICS

The following metrics will be used to both assess proposals and to track progress. The Monarch Butterfly Conservation Fund has a list of metrics in Easygrants for grantees to choose from for reporting. We ask that you select the most relevant metrics from this list (all possible program metrics are shown in the table below). If you do not believe an applicable metric has been provided, please contact Teal Edelen to discuss acceptable alternatives.

Project Activity	Recommended Metric	Additional Guidance for Applicants
Monarch Habitat	Acres restored/enhanced*	
	Patches restored/enhanced	Patch is defined by at least .10 acre in size
	Conservation plans created	Number of conservation plans created
Milkweed Seed and Plugs	Pounds of milkweed seeds collected	
	Number of plugs propagated	Please designate acres on farm, other private land, public land
Capacity Building for Monarch Conservation	Number of individuals or partners reached	Please designate methodology of outreach
	Number of landowners reached taking monarch habitat conservation actions	
	Number of FTEs hired	
	Number of FTEs sustained	
	Number of workshops hosted	

*Definitions of restore and enhance:

Restore - The manipulation of an area with the goal of returning natural/historical function(s) and integrity to a site that has lost or degraded native habitat for monarchs.

Enhance - The manipulation of an area to change specific function(s) or successional stage of the project site conditions to provide additional benefits for monarchs (e.g., interseeding existing habitat with milkweeds and forbs).

Site preparation activities, such as weed management, removal, burning, etc., as well as maintenance activities are encouraged, but should be budgeted for matching funds.

ELIGIBILITY

- **Eligible and Ineligible Entities**

- ✓ Eligible applicants include non-profit 501(c) organizations, U.S. Federal government agencies, state government agencies, local governments, municipal governments, Indian tribes, educational institutions, and international organizations.
- ✗ Ineligible applicants include for profit businesses and unincorporated individuals.

- **Ineligible Uses of Grant Funds**

- ✗ NFWF funds and matching contributions may not be used for terrorist activities or in violation of the Foreign Corrupt Practices Act.
- ✗ NFWF funds and matching contributions may not be used to support political advocacy, fundraising, lobbying, or litigation.
- ✗ NFWF funds and matching contributions may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements. However, grant funds may be used to support projects that enhance or improve upon existing baseline compliance efforts.

FUNDING AVAILABILITY

The Monarch Butterfly Conservation Fund will award up to approximately \$3.9 million in grants in 2016. Grants may be up to two years in length and will generally range in size from \$50,000 to \$250,000. Matching funds of at least 1:1 in non-U.S. federal funds will be required. Funding has been provided by U.S. Fish and Wildlife Service, Monsanto Company, USDA Forest Service, Bureau of Land Management, United States Geological Survey, and private National Fish and Wildlife Foundation funds.

EVALUATION CRITERIA

All proposals will be screened for relevance, accuracy, completeness and compliance with NFWF and funding source policies. Proposals will then be evaluated based on the extent to which they meet the following criteria.

Required Criteria:

Program Goals and Priorities – Project contributes to the Program’s overall habitat and species conservation goals, and has specific, quantifiable performance metrics to evaluate project success. Project addresses one or more of the program priorities outlined in the Request for Proposals.

Technical Merit – Project is technically sound and feasible, and the proposal sets forth a clear, logical and achievable work plan and timeline. Project engages appropriate technical experts throughout project planning, design and implementation to ensure activities are appropriate.

Budget – Costs are allowable, reasonable and budgeted in accordance with NFWF’s [Budget Instructions](#) cost categories. Federally-funded projects must be in compliance with OMB Uniform Guidance as applicable ([OMB Uniform Guidance](#)).

Other Criteria:

Partnership – An appropriate partnership exists to implement the project and the project is supported by a strong local partnership that leverages additional funds. A 1:1 non-federal, US match is required for all awards.

Complementarity – Project complements and builds on the work of others rather than duplicating efforts.

Transferability – Project has potential and plan to transfer lessons learned to other communities and/or to be integrated into government programs and policies.

Communication – Project includes a detailed plan to communicate information about the project to appropriate audiences.

Funding Need – Project establishes a clear need for the funds being requested, and demonstrates that activities would not move forward absent funding.

Conservation Plan and Context – The project advances an existing conservation plan or strategy.

Monitoring – Project includes a plan for monitoring progress during and after the proposed project period to track project success and adaptively address new challenges and opportunities as they arise.

Long-term Sustainability – Project will be maintained to ensure benefits are achieved and sustained over time. This should include how future funding will be secured to implement necessary long-term monitoring and maintenance activities.

Past Success – Applicant has a proven track record of success in implementing conservation practices with specific, measurable results.

OTHER

Federal Funding Requirements: Projects selected to receive Federal funding may be subject to requirements under the National Environmental Policy Act, Endangered Species Act, and National Historic Preservation Act. Documentation of compliance with these regulations must be approved prior to initiating activities that disturb or alter habitat or other features of the project site(s). Applicants should budget time and resources to obtain the needed approvals. Federally-funded projects must operate in compliance with the [OMB Uniform Guidance](#) as applicable to the applicant.

Quality Assurance: If a project involves significant monitoring, data collection or data use, grantees will be asked to prepare and submit quality assurance documentation (www.epa.gov/quality/qapps.html). Applicants should budget time and resources to complete this task.

Permits: Successful applicants will be required to provide sufficient documentation that the project expects to receive or has received all necessary permits and clearances to comply with any Federal, state or local requirements. Where projects involve work in the waters of the United States, NFWF strongly encourages applicants to conduct a permit pre-application meeting with the Army Corps of Engineers prior to submitting their proposal. In some cases, if a permit pre-application meeting has not been completed, NFWF may require successful applicants to complete such a meeting prior to grant award.

TIMELINE

Dates of activities are subject to change. Please check the [Monarch Butterfly Conservation Fund Program](#) page of the NFWF website for the most current dates and information.

✓ Applicant Webinar	April 5th, 2:00 PM, EST
✓ Full Proposal Due Date	May 2nd, 11:59 PM, EST
✓ Awards Announced	Mid-August, via email

HOW TO APPLY

All application materials must be submitted online through National Fish and Wildlife Foundation's Easygrants system.

1. Go to www.nfwf.org/easygrants to register in our Easygrants online system. New users to the system will be prompted to register before starting the application (if you already are a registered user, use your existing login). Enter your applicant information.
2. Once on your homepage, click the "Apply for Funding" button and select this RFP's "Funding Opportunity" from the list of options.

3. Follow the instructions in Easygrants to complete your application. Once an application has been started, it may be saved and returned to at a later time for completion and submission.

APPLICATION ASSISTANCE

A PDF version of this RFP can be downloaded at [Monarch Fund Program](#).

A *Tip Sheet* is available for quick reference while you are working through your application. This document can be downloaded at [Monarch Fund Program](#). Additional information to support the application process can be accessed on the NFWF website's "Applicant Information" page (<http://www.nfwf.org/whatwedo/grants/applicants/Pages/home.aspx>).

For more information or questions about this RFP, please contact:

Teal Edelen, Manager, Central Region Office

Email: teal.edelen@nfwf.org

Tel: 202-595-2473

For issues or assistance with our online Easygrants system, please contact:

Easygrants Helpdesk

Email: Easygrants@nfwf.org

Voicemail: 202-595-2497

Hours: 9:00 am to 5:00 pm EST, Monday-Friday.

Include: your name, proposal ID #, e-mail address, phone number, program you are applying to, and a description of the issue.

CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the Agreement with the Ecology Action Center for a Bloomington-Normal Community Energy Strategic Plan in the amount of \$9,310 annually for two (2) years for a total of \$18,620 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

5.c. Incorporation of ‘Green Sustainable’ concepts into City’s development and plans

BACKGROUND:

The proposed Bloomington-Normal Community Energy Strategic Plan (BNCESP) would act as a roadmap to best achieve community energy and air quality goals in both the near and far term. The plan would be organized and crafted by the Ecology Action Center (EAC). This strategic plan has three main objectives; articulate strategic community energy goals, develop strategies and action items needed to achieve those goals, and the plan would also identify and allocate resources to assure effective completion of these strategies. In the long term, an energy strategic plan such as this would help the City realize possible cost savings from City energy costs, mitigate the impact of clean air standards non-compliance, and would promote a cleaner environment with increased livability both within the City’s borders and surrounding area.

The BNCESP would also be able to meld well with other regional planning efforts. The McLean County Regional Planning Commission’s (MCRPC) recently completed 2015 Bloomington Comprehensive Plan, for example, identified a number of existing energy and transportation objectives and strategies (See UEW-2 “Promote and facilitate energy conservation and alternate energy generation and resources” and NE-3. “Reduce environmental pollutants”). These City adopted goals will serve as a starting point for the EAC, and another aim of the BNCESP is to explore those goals further and craft a realistic plan to achieve them in the near and far term.

As a precursor to initiating the BNCESP process, an inventory of Bloomington-Normal greenhouse gas (GHG) emissions would be conducted; following up on the Baseline Inventory of 2008 GHG emissions data that the EAC collected. As indicated in the final report, published in 2014, periodic repeat inventories of GHG would provide data necessary to track local trends and allow the setting of realistic local reduction goals. Thus, as a result of this agreement with the EAC a 2015 Bloomington-Normal Greenhouse Emission Inventory will be conducted. State of the art software through the International Local Government Greenhouse Gas Emissions

Analysis Protocol would be used and would allow for the inventorying, forecasting, planning, and monitoring of GHG. The use of accepted, standardized software would also allow for a real comparison of the Bloomington-Normal data with similar regional communities. Data acquired through this emissions inventory will aid the City in avoiding nonattainment of the National Ambient Air Quality Standards (NAAQS). In doing so the City not only protects and improves the public health of the region, but this process also prevents the consequences of the loss of federal highway and transit funding, increased restrictions on air permits for manufacturing, greater EPA involvement and oversight in permit decisions, and mandatory offsets for any new emissions in the nonattainment area.

The total costs of the BNCESP will be shared 50/50 between the City and Town of Normal over the two year period. These funds will go directly towards both the 2015 GHG Emissions Inventory and the BNCESP.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Ecology Action Center submitted the report to the City.

FINANCIAL IMPACT: Funding is available in the FY 2017 Budget under Sewer-Special Program Expenses (51101100-79980). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Fund" on page 144.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

1. BNCESP Program Proposal
 2. 2016 BNCESP Contract
-

Motion: That the Agreement with the Ecology Action Center for a Bloomington-Normal Community Energy Strategic Plan in the amount of \$18,620.00 over two (2) years 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 Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Ecology
Action
Center



Michael Brown <mbrown@ecologyactioncenter.org>

program proposal

Michael Brown <mbrown@ecologyactioncenter.org>

Tue, Jan 19, 2016 at 2:05 PM

To: Pam Reece <preece@normal.org>, Steve Rasmussen <srasmussen@cityblm.org>

Cc: Sally Heffernan <sheffernan@normal.org>, David Hales <dhaless@cityblm.org>, Mark Peterson <mpeterson@normal.org>, Mercy Davison <mdavison@normal.org>, Vasudha Pinnamaraju <vpinnamaraju@mcplan.org>, Katie Simpson <ksimpson@cityblm.org>

Good afternoon -

For the past couple months I have been promising to staff at Normal and Bloomington that a new proposal was in the works, to follow up on previous air quality work by the EAC on behalf of the Town of Normal and City of Bloomington. Attached is a proposal for another greenhouse gas emissions inventory combined with a community energy plan. I know that each entity is wrapping up with budget work so this is a little late, but I did not wish to give you an incomplete proposal.

The emissions inventory is a follow up to our 2014 inventory of Bloomington-Normal GHG emissions which established 2008 as our baseline year. Among the recommendations made in the final report at that time, it was suggested that the inventory process be repeated every 5 years, as a compromise between having sufficient data to track local trends in emissions while also keeping this process as cost-effective as possible (note that many communities perform a GHG inventory on an annual basis or at least every other year). A new inventory performed during this current calendar year to focus on 2015 emissions already puts us somewhat behind schedule, as we are now seven years out from our baseline year. Nonetheless, it is an important process that then gives us valuable data utilized in the collaborative community process to create the community energy plan.

This energy plan dovetails closely with work recently completed by the McLean County Regional Planning Commission for Bloomington in their new comprehensive plan and will conveniently tie in to their current efforts for Normal's new comprehensive plan. The energy planning process is broad in scope, including issues such as transportation and ozone pollution in addition to obvious elements such as energy efficiency and clean renewable energy. A high priority within the process will be development of strategies to avoid the costly ramifications of non-attainment of National Ambient Air Quality Standards which of course also means benefits to public health and a more livable community.

Please note that this proposal does not include implementation of the eventual plan; the scope of that effort will entirely depend on the strategies developed and adopted through the planning process. Implementation could possibly fall to a consortium of partners including the EAC, McLean County Regional Planning Commission, both municipal governments, Connect Transit, and others.

Please let me know your thoughts on this proposal and if you would be interested in meeting to discuss it further. There is certainly flexibility to modify the proposal if there are other related needs or priorities.

Thanks,

Michael

Michael Brown
Executive Director
Ecology Action Center
mbrown@ecologyactioncenter.org
ecologyactioncenter.org
309-454-3169 x.11



Proposal - Bloomington-Normal Community Strategic Energy Plan.pdf

561K

Proposal: A Bloomington-Normal Community Energy Strategic Plan (BNCESP)

A community energy strategic plan (CESP) is a roadmap to achieving community energy and air quality goals in both the near and long term. A CESP articulates goals, develops strategies and actions to meet the goals, and identifies and allocates resources to assure effective completion of these strategies.

The goals are determined by stakeholder input, so the plans are inherently local and have stakeholder investment, leading to a greater likelihood of success of the plan over time.

Benefits of strategic energy planning

- Cost savings and increased comfort for consumers resulting from energy efficiency improvements
- Reduced stress on energy infrastructure, reducing or eliminating need for expansion
- Job creation for the local economy including mid- and high-tech, high-growth, positions in low-polluting, sustainable sectors such as renewable energy and weatherization
- Greater autonomy in addressing compliance with impending state and federal standards for carbon and ozone emissions, providing opportunities to shape policy and capitalize on local assets and activities.
- Avoided or mitigated impacts of clean air standards non-compliance
- Reduced climate change impact from the community
- A cleaner environment and increased livability

The importance of strategic planning for energy

State and local governments spend approximately \$8 billion a year on energy to provide public services and meet constituent needs.¹ At the same time, in many buildings, energy costs can be reduced by 20 percent or more through a number of energy efficiency measures and approaches.² Local governments have the potential to reduce waste and provide savings to taxpayers by developing a CESP that focuses on energy use in their own buildings and operations (e.g., City Hall, public schools, wastewater treatment plants, streetlights, transportation fleet). For example, after the City of Philadelphia released its Greenworks plan, municipal energy use was reduced by 4.9% over just the first two years, avoiding nearly \$4 million in energy costs.³ Particularly in a time of tightening budgets and rising energy costs, developing a CESP can be an important component of good governance, and it can also put

¹ U.S. Department of Commerce Bureau of Economic Analysis National Income and Product Accounts, Table 5.8.5B: www.bea.gov/iTable/iTable.cfm?ReqID=9&step=1#reqid=9&step=3&isuri=1&903=174.

² McKinsey and Company Unlocking Energy Efficiency in the U.S. Economy: www.mckinsey.com/client_service/electric_power_and_natural_gas/latest_thinking/unlocking_energy_efficiency_in_the_us_economy.

³ Greenworks Philadelphia Update and 2012 Progress Report: www.phila.gov/green/pdfs/GW2012Report.pdf.



governments in a prime position to capture future funding opportunities as they arise, because they have proactively identified their goals and priority actions.

How does a Community Energy Strategic Plan fit into other planning efforts?

The McLean County Regional Planning Commission's (MCRPC) recently completed 2015 Bloomington Comprehensive Plan has identified some existing energy and transportation objectives and strategies. These would be utilized as starting points; the CESP would explore these further. In partnership with the MCRPC the Ecology Action Center would coordinate the creation of a joint plan for Bloomington-Normal which would be incorporated into the now-under-development 2017 Normal Comprehensive Plan.

The Community Energy Strategic Plan (CESP) Process and Outcomes

The BNCESP would follow the Community Energy Strategic Plan framework as identified by the US Department of Energy Office of Energy Efficiency and Renewable Energy.⁴

As a precursor to initiating the CESP process, an inventory of Bloomington-Normal greenhouse gas (GHG) emissions would be conducted, acting as a follow up on the Baseline Inventory of 2008 GHG emissions completed by the Ecology Action Center on behalf of the City of Bloomington and Town of Normal. As indicated in that report, published in 2014, periodic repeat inventories will provide data necessary to track trends in local GHG emissions and allow the setting of local reduction goals. This inventory would also provide data needed in Step Four of the CESP, assessing the current energy profile.



The GHG inventory process would follow the same protocols as the 2014 inventory, the International Local Government Greenhouse Gas Emissions Analysis Protocol (IEAP) produced by Local Governments for Sustainability (ICLEI). State of the art software would be accessed through ICLEI, allowing for inventorying, forecasting, planning, and monitoring of GHG; use of accepted, standardized software would allow the comparison of BN data with similar and regional communities.

Within the CESP process, special emphasis would be given to quantifying ozone and other air quality pollutants under the National Ambient Air Quality Standards, or NAAQS. Avoiding “nonattainment” of the NAAQS is a high priority for the community not only to protect public health but also to prevent consequences including loss of federal highway and transit funding,

⁴ US Department of Energy Office of Energy Efficiency and Renewable Energy: <http://energy.gov/eere/slsc/guide-community-energy-strategic-planning>.



increased restrictions on air permits for manufacturing, greater EPA involvement and oversight in permit decisions, and mandatory offsets for any new emissions in the nonattainment area.

Deliverables

- 2015 Bloomington-Normal Greenhouse Emissions Inventory and report on changes from baseline (2008) emissions
- Bloomington-Normal Community Energy Strategic Plan, ready for adoption by Bloomington and Normal and incorporation into municipal comprehensive plans to include:
 - Community Energy Profile: A profile of the existing local government and community energy landscape, including current energy use, policies, programs, and other activities.
 - Roadmap for the local community's energy future, including the long-term vision, near-term goals and strategies for meeting the goals, and priority actions to accomplish each strategy. It will also include an implementation blueprint, which outlines for each priority action the responsible parties, timelines and milestones, and process for tracking progress, as well as the budget and/or funding strategy.
 - Assessment of NAAQS air pollutants and development of strategy to avoid nonattainment through emissions reduction.
 - Creation of community energy consortium of public and private groups and individuals to act as process stakeholders and partners for subsequent plan implementation.



Bloomington-Normal Community Energy Strategic Plan Budget

PROGRAM EXPENSES

2015 GHG Emissions Inventory	quantity	rate	subtotal
Research	60	\$25.00	\$1,500.00
Data collection	200	\$25.00	\$5,000.00
Data processing	200	\$25.00	\$5,000.00
Reporting	100	\$25.00	\$2,500.00
Software/training	1	\$2,500.00	\$2,500.00
Administrative overhead			\$1,980.00
		Subtotal	\$18,480.00

BN Community Energy Strategic Plan	quantity	rate	subtotal
Stakeholder engagement & vision development	100	\$25.00	\$2,500.00
Energy profile assessment	50	\$25.00	\$1,250.00
Goal and strategy development, prioritization	100	\$25.00	\$2,500.00
Financial strategy development	40	\$25.00	\$1,000.00
Implementation plan and evaluation tool development	40	\$25.00	\$1,000.00
Reporting	100	\$25.00	\$2,500.00
Publicizing	10	\$500.00	\$5,000.00
Supplies	10	\$100.00	\$1,000.00
Administrative overhead			\$2,010.00
		Subtotal	\$18,760.00
		TOTAL	\$37,240.00

PROGRAM FUNDING

	quantity	rate	subtotal
City of Bloomington	50%	\$37,240.00	\$18,620.00
Town of Normal	50%	\$37,240.00	\$18,620.00



BLOOMINGTON-NORMAL COMMUNITY ENERGY STRATEGIC PLAN (BNCESP) PROGRAM AGREEMENT

This agreement is entered into as of this 25th day of April, 2016, by and between the City of Bloomington and Town of Normal, (hereinafter referred to as the "City" and "Town") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the Bloomington-Normal Community Energy Strategic Plan, hereafter referred to as the "Program", to include an assessment of energy use and air quality emissions such as greenhouse gases and ozone and development of a strategies to assist the City and Town in shaping current and future energy use and strategically reducing air quality emissions.

B. Period of Agreement:

The period of this agreement is two (2) years, commencing May 1, 2016 and ending April 30, 2018. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City and Town

The City and Town shall:

- a. provide program guidance and oversight
- b. provide funding for the project in accordance with item "D" of this agreement.
- c. provide cooperation from municipal staff in accessing historic data on utility usage, fuel consumption, vehicle fleet, HVAC, solid waste management, drinking water treatment and delivery, waste water treatment, personnel travel, contracted services, upstream and downstream production and transportation of materials and fuels, streetlights, transportation facilities, carbon offsets, renewable energy certificates bought or sold, and other related data. Where this data is held by other entities, assistance will be provided in securing access the necessary data.

2. Center

The Center shall:

- a. provide technical services for inventorying of local greenhouse gas emissions and development of community energy profile; and
- b. facilitate collaborative planning process for development of a community energy strategy and air quality emissions reduction strategy; and

- c. using the input from that collaborative process, produce the written Bloomington-Normal Community Energy Strategic Plan; and
- d. complete the following reporting requirements: 1) quarterly progress reports to Bloomington and Normal, 2) annual progress reports to Bloomington and Normal.

D. Project Costs:

1. Annual payments of \$9,310 each shall be made by the City and the Town by June 1st, pending receipt of an invoice from the Center by May 15th.
 2. An annual cost of living increase will be added to the annual fees after April 2017 equal to lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
 3. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City and Town. Either party may terminate the agreement with sixty (60) days written notice to the other party.
- E. The Center shall save and hold the City and Town (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance by Center of the terms of this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

Ecology Action Center

Date

Appendix A: Bloomington-Normal Community Energy Strategic Plan (BNCESP) Program Description

A community energy strategic plan (CESP) is a roadmap to achieving community energy and air quality goals in both the near and long term. A CESP articulates goals, develops strategies and actions to meet the goals, and identifies and allocates resources to assure effective completion of these strategies.

The goals are determined by stakeholder input, so the plans are inherently local and have stakeholder investment, leading to a greater likelihood of success of the plan over time.

Benefits of strategic energy planning

- Cost savings and increased comfort for consumers resulting from energy efficiency improvements
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² McKinsey and Company Unlocking Energy Efficiency in the U.S. Economy: www.mckinsey.com/client_service/electric_power_and_natural_gas/latest_thinking/unlocking_energy_efficiency_in_the_us_economy.

by 4.9% over just the first two years, avoiding nearly \$4 million in energy costs.³ Particularly in a time of tightening budgets and rising energy costs, developing a CESP can be an important component of good governance, and it can also put governments in a prime position to capture future funding opportunities as they arise, because they have proactively identified their goals and priority actions.

How does a Community Energy Strategic Plan fit into other planning efforts?

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³ Greenworks Philadelphia Update and 2012 Progress Report: www.phila.gov/green/pdfs/GW2012Report.pdf.

⁴ US Department of Energy Office of Energy Efficiency and Renewable Energy: <http://energy.gov/eere/slsc/guide-community-energy-strategic-planning>.

Within the CESP process, special emphasis would be given to quantifying ozone and other air quality pollutants under the National Ambient Air Quality Standards, or NAAQS. Avoiding “nonattainment” of the NAAQS is a high priority for the community not only to protect public health but also to prevent consequences including loss of federal highway and transit funding, increased restrictions on air permits for manufacturing, greater EPA involvement and oversight in permit decisions, and mandatory offsets for any new emissions in the nonattainment area.

Deliverables

- 2015 Bloomington-Normal Greenhouse Emissions Inventory and report on changes from baseline (2008) emissions
- Bloomington-Normal Community Energy Strategic Plan, ready for adoption by Bloomington and Normal and incorporation into municipal comprehensive plans to include:
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 - Roadmap for the local community's energy future, including the long-term vision, near-term goals and strategies for meeting the goals, and priority actions to accomplish each strategy. It will also include an implementation blueprint, which outlines for each priority action the responsible parties, timelines and milestones, and process for tracking progress, as well as the budget and/or funding strategy.
 - Assessment of NAAQS air pollutants and development of strategy to avoid nonattainment through emissions reduction.
 - Creation of community energy consortium of public and private groups and individuals to act as process stakeholders and partners for subsequent plan implementation.

Appendix B: Program Budget

PROGRAM EXPENSES

2015 GHG Emissions Inventory	quantity	rate	subtotal		
research	60	\$25	\$1,500		
data collection	200	\$25	\$5,000		
data processing	200	\$25	\$5,000		
reporting	100	\$25	\$2,500		
software/training	1	\$2,500	\$2,500		
Administrative overhead			\$1,980		
		Subtotal	\$18,480		
BN Community Energy Strategic Plan	quantity	rate	subtotal		
Stakeholder engagement & vision development	100	\$25	\$2,500		
Energy profile assessment	50	\$25	\$1,250		
Goal and strategy development, prioritization	100	\$25	\$2,500		
Financial strategy development	40	\$25	\$1,000		
Implementation plan and evaluation tool development	40	\$25	\$1,000		
Reporting	100	\$25	\$2,500		
Publicizing	10	\$500	\$5,000		
Supplies	10	\$100	\$1,000		
Administrative overhead			\$2,010		
		Subtotal	\$18,760		
		TOTAL	\$37,240		

PROGRAM FUNDING (full 2-year program period)

Municipality	quantity	rate	subtotal	x 12/24 months	annual payment
City of Bloomington	50%	\$37,240	\$18,620	50%	\$9,310
Town of Normal	50%	\$37,240	\$18,620	50%	\$9,310

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the City Council approve a Resolution waiving the bidding requirements and approve an Agreement with POS Partners, Inc., in the amount of \$147,030.00 for the purchase and implementation of a FuturePOS point of sale (POS) system and the Mayor and City Clerk be authorized to execute the resolution and the City Manager and City Clerk be authorize the agreement.

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: With City Council approval, staff has been working with key VenuWorks personnel to identify preferred point of sale (POS) vendors for providing a replacement POS solution for the U.S. Cellular Coliseum. It is critical that the current solution is replaced as the server and operating system upon which it runs is no longer supported and, as such, is becoming a security risk.

Staff, along with VenuWorks personnel, has been further researching solutions, along with their features and functions, of POS Partners of Oakbrook Terrace, IL (Future POS solution) and North Country Business Products of Bemidji, MN (MICROS solution). These two vendors (along with their solutions) were respondents to the original request for proposal and have been identified as providing compliant, highly competitive solutions.

Both vendors provide a high quality solution that meets all requirements that staff (working with VenuWorks) has determined necessary for full functionality with the U.S. Cellular Coliseum. Both companies have also demonstrated their capability to design, implement and support a solution of the size and complexity needed within the Coliseum, including all necessary security requirements.

With specifications recently modified by City staff and VenuWorks staff, the two vendors have provided comparable proposals. Those proposals were:

Company	Location	Proposal Price	Estimated Annual Maintenance / Licensing for Future Years
POS Partners, Inc.	Oakbrook Terrace, IL	\$147,030.00	\$1,200.00
North Country Business Products	Bemidji, MN	\$157,870.77	\$12,000.00

Staff, along with key personnel from VenuWorks, is recommending the POS Partners Future POS solution and is seeking Council approval to proceed with this purchase and implementation. POS Partners has a proven track record of success in the hospitality and entertainment industry. They have both a solid performing solution, built on industry standard platforms and databases, and innovative options that will provide a foundation for any advanced features required in the future.

An analysis of estimated annual maintenance costs indicates the POS Partners solution will also be less expensive to maintain over the life of the product. The Future POS software requires no annual maintenance for all incremental updates. The estimated \$1,200.00 annual maintenance cost provides only 24 x 7 service desk support.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Funds for the replacement point of sale (POS) solution are included in the FY 2016 Adopted Budget under the Capital Lease - Capital Outlay Equipment Other than Office account (40110133-72140). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 99. As part of the agreement, staff will provide a deposit check for \$132,327.00 (75% of total purchase price) before April 29, 2016. The remaining \$14,703.00 will be paid upon project completion.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution
- Purchase Agreement
- POS Brochure
- POS Partners Biography

Motion: That the City Council approve a Resolution waiving the bidding requirements and approve an Agreement with POS Partners, Inc., in the amount of \$147,030.00 for the purchase and implementation of a FuturePOS point of sale (POS) system and the Mayor and City Clerk be authorized to execute the resolution and the City Manager and City Clerk be authorize the agreement.

Motion: _____

Seconded by: _____

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

RESOLUTION NO. 2016 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A CONTRACT WITH POS PARTNERS, INC.**

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

1. That the bidding process be waived and the City Manager be authorized to Contract with POS Partners, Inc. for a new point of sale system at the U.S. Cellular Coliseum.

ADOPTED this 25th day of April, 2016.

APPROVED this _____ day of April, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

POS Partners CHI1 LLC
18W140 Butterfield Rd, 15th Floor
Oakbrook Terrace, IL 60181
O: 888-477-7711
F: 888-731-7204



SYSTEM PURCHASE AGREEMENT

Sales Rep: Dan Phelps
Proposal: 32T (15"), 13Tabs (10") & 3Tabs (7")
Delivery Date:
Live Date:

Customer Installation Information

Customer Billing Information (If Different From Install Location)

City of Bloomington - US Cellular Colliseum RFP 2015-57 109 East Olive Street Bloomington, IL 61701 Phone: 309-434-2473 Fax:		Phone: Fax:	
Attention: Scott Sprouls, Director, Information Services		Attention: ,	

EQUIPMENT SCHEDULE

QTY.	ITEM DESCRIPTION	SUB TOTALS	PART #	UNIT PRICE	EXTENDED PRICE
HARDWARE		\$ 74,605			
FRONT OF HOUSE					
32	ALL-IN-ONE WORKSTATION WITH INTEL J1900, 15" CAPACITIVE TOUCH, 4 GB MEMORY, 64 GB SSD HD, 1 YR DEPOT WARRANTY		BRZT02	995	31,840.00
3	QUEST 7" TABLET POS HARDENED SUNLIGHT READABLE UNIT, INTEL CPU, 2GB RAM, EXTENDED BATTERY, HAND STRAP, 1 YEAR STANDARD WARRANTY		TAB707	795	2,385.00
13	QUEST 10" TABLET POS HARDENED SUNLIGHT READABLE UNIT, INTEL CPU, 2GB RAM, EXTENDED BATTERY, HAND STRAP, 1 YEAR STANDARD WARRANTY		TAB010	995	12,935.00
3	QUEST CHARGING CRADLE (7" OR 10" COMPATIBLE), 1 YEAR WARRANTY		TAB706	95	285.00
16	QUEST TABLET P2PE CC READER (7" OR 10" COMPATIBLE), TRACK 1 AND 2, 90 DAY WARRANTY		TAB708	195	3,120.00
3	QUEST TABLET SPARE EXTENDED BATTERY (7" OR 10" COMPATIBLE), 90 DAY WARRANTY		TAB709	95	285.00
13	QUEST TABLET DOCK STAND W/PASSIVE VGA, 3 USB, 1 COM & 1 LAN (7" OR 10" COMPATIBLE), 90 DAY WARRANTY		TAB712	255	3,315.00
11	THERMAL RECEIPT PRINTER (WITH CUTTER, DK. GRAY, SERIAL) 3 YEAR MON-SAT NEXT DAY REPLACEMENT WARRANTY		PRN001	350	3,850.00
32	POS NON-TOUCH DYNAMIC P2PE MSR USB CARD READER, GRAY, 1 YEAR WARRANTY		MSRE01	195	6,240.00
48	POS CASH DRAWER - BLACK, WITH SINGLE PLASTIC TIL INSERT, 90 DAY WARRANTY		POSCD1	165	7,920.00
32	EPSON PRINTER INTERFACE CARD - SERIAL		PRNC09	65	2,080.00
2	EPSON PRINTER INTERFACE CARD - ETHERNET (IP)		PRNC10	175	350.00
SOFTWARE		\$ 69,205			
48	MICROSOFT WINDOWS 10 IOT		MSPOS10	195	9,360.00
48	POS PROFESSIONAL LICENSE - PER DIRECT CONNECTED DEVICE		FPOS01	1,195	57,360.00
2	POS BACK OFFICE SOFTWARE - NO POS FUNCTIONALITY		FPOSBO	495	990.00
1	POS CREDIT CARD MODULE - SITE LICENSE		FPOSCC	1,495	1,495.00
TRAINING, INSTALLATION & PROGRAMMING		\$ 14,010			
2	5-DAY INSTALLATION PACKAGE: OFF-SITE DATABASE BUILD AND ON- SITE INSTALLATION, MANAGER AND STAFF TRAINING, AND LIVE COVERAGE **DOES NOT INCLUDE TRAVEL EXPENSES**		TIP005	3,295	6,590.00
1	ADDITIONAL INSTALLATION DAY - SITES WITH GREATER THAN 6 DEVICES		TIPA06	650	650.00
5	HARDWARE, SOFTWARE & SYSTEM INTEGRATION (PER SYSTEM)		TIPHSS	995	4,975.00
2	WIRELESS INSTALLATION PACKAGE: SITE MAPPING, INSTALLATION, SETUP & TESTING (FULL DAY, 6+ WIRELESS		TIPWF2	650	1,300.00
1	CREDIT CARD SOFTWARE SETUP, TESTING AND IMPLEMENTATION		TIPCC2	495	495.00
POS PARTNERS SERVICES		\$ 1,200			
12	LIVE PREMIUM SERVICE DESK 24/7/365 - INCLUDES SOFTWARE ASSURANCE & UPGRADES, PER MONTH		SPT001	100	1,200.00
CASH DISCOUNT: OFFERED IN TRADE FOR 75% DEPOSIT CHECK BY APRIL 29TH, 2016					(10,000.00)
INSTANT REBATE: CREDIT CARD SOFTWARE WITH PROCESSING PARTNER					(1,495.00)
INSTANT REBATE: CREDIT CARD SOFTWARE IMPLEMENTATION SERVICE WITH PROCESSING PARTNER					(495.00)
POS PARTNERS SYSTEM INVESTMENT					\$ 147,030.00

- * Customer is responsible for tax and freight charges appropriate to the system order, an amount exclusive of the "Net Due".
- * See Paragraph 6 in General Terms and Conditions regarding Customer Responsibilities prior to system implementation.
- * See Paragraph 9 in General Terms and Conditions regarding all warranties and as per Company Service Agreement.
- * See Paragraph 20 in General Terms and Conditions regarding expenses billed in addition to Training, Installation, & Programming.
- * System shipments will be made C.O.D., F.O.B. 454 Hancock, South Elgin, IL 60177.
- * "Delivery" is defined as receipt of materials at site by either direct shipment or Company personnel.
- * Estimated tax calculation, if shown here, is subject to confirmation by Company Accounting Dept.
- * All Discounts are offered in exchange for food and beverage trade. RM will setup a house account for total discount amount.

SALES TAX, IF DUE, WILL BE ADDED TO THE FINAL INVOICE.

TOTAL	\$	147,030.00
DEPOSIT	\$	132,327.00
75%		
NET DUE	\$	14,703.00

Date Print Full Name Title Signature

For POS Partners CHI1 LLC, hereafter referred to as the Company

Date Print Full Name Title Signature

For City of Bloomington - US Cellular Colliseum RFP 2015-57, hereafter referred to as the Customer

Salesperson Initial _____

Customer Initial _____

PURCHASE AGREEMENT - GENERAL TERMS AND CONDITIONS

Company agrees to sell and Customer agrees to buy the specified Products and Services for the Total Price indicated on the front of this Agreement, in accordance with the following General Terms and Conditions. Company is the distributor for a number of manufacturers of Products.

1. **PAYMENT OF THE PRICE:** The Customer shall pay the Total Price to Company for the Product AS FOLLOWS: The deposit indicated on the front of this Agreement shall be paid upon the signing of this Agreement by the Customer. The balance of the amount due, plus any applicable state sales tax, shall be paid in full upon the delivery of the equipment to the Customer. Company accepts payment in the form of company checks or by credit card (Mastercard, Visa, and Discover only). Credit card payments will incur a 3% accounting fee in addition to the total purchase price including tax.

2. **TITLE:** Title to the all Products listed in this Purchase Agreement shall remain with Company until the price has been paid in full. The Customer shall execute a UCC-1 financing statement evidencing Company's interest in the Product which will be filed with the applicable state and/or county agency. All property sold thereunder shall, for the purpose of this Agreement, be considered movable, personal property and not real or unmovable fixtures, even though it may be fixed to real property. Until Title passes to the Customer, Company may join the Customer against using the Product.

3. **DELIVERY AND DELAYS:** The requested Delivery Date and requested Live Date specified on Page One of this Agreement are requested dates only. Company shall use its best effort to deliver the Product and provide the Services to meet the dates shown; however, Company shall not be liable nor in default for any delay or failure in performance resulting directly or indirectly from any cause or circumstance beyond Company's control, including but not limited to delays from Company's suppliers or manufacturers. Company shall advise Customer of such delays.

4. **CONSEQUENTIAL DAMAGES:** Successful application, operation and management of the Product is the responsibility of the Customer. Examples of these responsibilities are: confirming the validity of the proposed hardware and software; developing appropriate systems procedures; incorporating protective measures to safeguard the integrity and privacy of data; establishing adequate checkpoints and back-up plans; achieving and maintaining compliance with all credit card association C.I.S.P. and P.A.B. systems and procedures; and providing qualified personnel to obtain the desired results. Company's responsibilities are set forth in the various sections of this Agreement. In no event shall Company have liability for consequential damages.

5. **RISK OF LOSS:** Until Title passes to Customer, Customer agrees to maintain the Product in good operating condition; not to sell, assign or otherwise transfer possession; to keep the Product free from liens, charges and encumbrances; not to use or permit use of the Product in any manner likely to be injurious thereto; not to remove or permit removal from its original location or to make or permit any alteration thereto without Company's prior written consent; and unless otherwise provided for under its standard policies, to maintain adequate insurance to protect Company's interest against loss or damage from all risks, up to the full insurable value of the Product. Customer shall furnish evidence of such insurance coverage on request.

Customer agrees to assume full risk of loss or damage to the Product immediately upon delivery. Without in any way limiting the foregoing, Customer assumes toward third parties, from time of possession (delivery), all of the obligations and responsibilities of an absolute owner. Customer agrees to indemnify and hold Company and its assigns harmless from any and all loss arising from the possession, use or operation of the Product by the Customer.

6. CUSTOMER RESPONSIBILITIES: Customer shall provide, at its expense, on or before the delivery date, the following:

- (a) A Project Manager completely responsible for the P.O.S. system installation;
- (b) A Dedicated Circuit with an Isolated Ground with the appropriate amp rating as specified by electrical code (120 volt and 60 cycle) and the appropriate electric power outlet with the specified receptacle or its equivalent, near the location of the Back Office Computer and all other P.O.S. terminals and printers;
- (c) Internet access where the Product is located is required for both software support and high speed credit card processing. Access, whether through a cable modem, DSL modem or a satellite modem must be setup, installed and tested prior to the first training day. If no internet access is available, two dedicated phone lines will be required, one line for software support and one line for optional credit card processing software, if said credit card software is included in the Purchase Agreement. If the customer fails to provide internet access or two dedicated telephone lines, a support surcharge of \$100 per month will be charged until the dedicated telephone lines are made available.
- (d) The installation of user-sourced or Company-supplied data cables (network and printer cables) from the location of the Back Office Computer to locations for each terminal and printer. The length of cables is not to exceed Company's specified lengths and the connections are to be completed and tested prior to arrival of Company-authorized installation technicians;
- (e) Suitable locations for terminals and printers, with optional cut-out cabinets for the counter sinking of terminals and printers. Company is not responsible for mounting hardware and or brackets, or labor required to place computers anywhere other than on top of a counter;
- (f) Scheduling of employees and management for training sessions provided by Company;
- (g) Sufficient daily operating checkpoints, balances and controls to satisfy accuracy, restart, audit requirements and backup of the system, and
- (h) An air-conditioned office or room for the location of the Back Office Computer/Manager Workstation.

Customer is solely and completely responsible for any data entered into the Product, including prices and sales tax data, and its integrity. After the delivery date, Customer shall cooperate with Company to allow the site management and staff to receive training by Company personnel in the operation of the Product, in accordance with the training and education provided by this Agreement.

Customer assumes responsibility for the overall effectiveness and efficiency of its personnel and the operating environment in which the Product is to function.

Company cannot be held liable for any electrical issues arising which interrupt the integrity of the Future POS System. Any necessary electrical modifications which may be deemed necessary by Company or an agent thereof, will be at the owner's expense.

7. **CANCELLATION AND RESCHEDULING:** This Agreement may not be canceled by the Customer without forfeiture of all payments made prior to the date of cancellation. If Customer should require later training or Live Day coverage, rescheduling can only take place with the agreement of Company. Customer may delay training and or Live Day for any reason one time without incurring an additional rescheduling charge by providing fourteen day notice prior to training and or Live Day. Any subsequent requested delays will incur an additional charge equal to the price of one Training, Installation & Programming Day. A reschedule of the training or Live Day date will not delay delivery and acceptance of the Product. Any agreement to delay training or Live Day will be conditioned on the availability of Company's supplies and resources.

8. **PURCHASE ORDER:** In the event that Customer issues a Purchase Order or other instrument covering the Product, it is understood and agreed that it is for Customer's internal purposes only and shall in no way offset any of the Terms and Conditions in this Agreement, and may not, notwithstanding any provision to the contrary, be incorporated into this Agreement by reference or cause this Agreement to be Incorporated therein by reference.

9. **WARRANTY AND MAINTENANCE AGREEMENT:** Company provides all manufacturers' warranties on hardware to the Customer. Hardware warranty period commences upon Company's purchase of the hardware on the Customer's behalf. Software help desk support period commences upon Delivery. Company warrants that the hardware and P.O.S. application software will function in accordance with manufacturer's published specifications current at the date of delivery of the Product. Terms of the hardware warranties are governed solely by the manufacturers' Warranty Terms and Conditions documentation. Terms of the software support are governed solely by the Company's Maintenance Agreement.

Cutting Edge Solutions is the manufacturer and owner of all Future POS software, owns the copyright and controls the use of their software in accordance with the Future POS End User License Agreement.

10. **EXCLUSIONS OF WARRANTIES:** THE PARTIES HERETO AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE PRODUCTS SOLD.

11. **SPECIFICATION CHANGES:** Company as a System Integrator reserves the right, without approval from or notice to the Customer, to make changes to the Product which (1) do not substantially affect the functioning or performance of the Product, (2) are required for Product safety, or (3) are required to meet Product specifications. Up to fourteen (14) days prior to scheduled delivery date, Customer may exchange service, software, and hardware item(s) within

Salesperson Initial: _____

Customer Initial: _____

the Purchase Agreement, notwithstanding a reduction in Total Price. Post delivery, Customer may not return or exchange any hardware item(s) within the Purchase Agreement without the express consent of the Company. All returns and exchanges are subject to restocking fees. Post delivery, returns and exchanges made during the first 14 days are subject to a restocking fee equal to 25% of purchased price, returns and exchanges made after the 14th day and prior to the 28th day are subject to a restocking fee equal to 50% of the purchased price, and items are not returnable or exchangeable after the 28th day. Post delivery, all service and software item sales are final and Company does not offer any returns or exchanges.

12. **LIMITATION OF LIABILITY:** Company shall not be responsible for and Customer agrees to indemnify Company and hold Company harmless from the following: any claim, loss, liability, damage or expense (including reasonable attorney fees) of any nature whatsoever resulting from services performed, or systems, programs, hardware equipment, documentation and/or work products supplied, pursuant to this Agreement, except for personal injury or physical property damage caused solely and directly by the active negligence of Company or its employees.

CUSTOMER agrees that Company's entire liability to Customer for all damages incurred by Customer, regardless of the form of action for any and all claims hereunder at anytime or times during the course of this Agreement or any extension thereof or subsequent thereto shall, in the aggregate, be limited to the lesser of: (1) the cost of correction or replacement, or (2) Company's charges for the specific services, hardware, programs, documentation or work products which are the subject of the alleged claim. In no event shall Company be liable for any damages caused by Customer's failure to perform its responsibilities as set forth in this Agreement, or otherwise, or for any lost profits or indirect, special, incidental, punitive or consequential damages, no matter how arising, even if Company has been advised of the possibility of such damages.

NO ACTION, regardless of form, arising under this Agreement, may be brought by either party more than one year after the earlier of (1) the facts supporting the cause of action becoming known to the claimant, or (2) the date of termination, except that an action for non-payment may be brought on within one (1) year after the last payment.

13. **DEFAULT:** Should Customer fail to make any payment due hereunder, or become insolvent or be a party of or acquiesce in any bankruptcy or receivership proceeding of a similar action affecting the affairs or property of the Customer, or admit an inability to meet its financial obligations, or do any other act whereby Company shall reasonably deem itself to be insecure with respect to the amounts due hereunder or breach any of the other covenants hereof, Company may:

(a) Declare the entire sum remaining unpaid hereunder to be immediately due and payable;

(b) Enter upon the property of Customer where the Product may be found without being guilty of trespass and without being liable for damage to Customer property and remove the Product (Customer agrees to assemble the Product and make it available at a place to be designated by Company which is reasonably convenient to both parties, and to permit and assist Company in effecting the retaking and removal of such Product); or

(c) Sell any or all of the Product at a commercially reasonable price as Company deems fitting and apply the proceeds thereof against the Customer's obligations hereunder.

The other remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies provided by law or equity. Company shall be under no obligation to exercise any available remedies. No delay or omission in the exercise of any power or remedy available shall impair or affect Company's right to exercise the same. An extension or indulgence (which must be in writing) shall not otherwise alter or affect Company's right or obligations or be deemed a waiver thereof.

Customer agrees that acceptance of the Product shall be deemed to have occurred when the Product is delivered to the Customer site.

In the event of suit or other legal proceeding sought by Company to enforce the terms and conditions of this Agreement, including mediation or arbitration, and Company substantially prevails in such legal proceeding, Company shall be entitled to collect from Customer its reasonable attorney's fees, expenses and costs, including court costs, which shall include any appellate and post-judgment collection proceedings.

Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts located in Kane County, Illinois in the event litigation to enforce the terms and conditions of this Agreement is necessary. Venue for any such action shall be Elgin, IL.

14. **DESTINATION CHARGES:** All destination charges for the Product from Company or any manufacturer location, and any rigging charges, will be paid by the Customer as invoiced by Company for separate charges for the freight, shipping or rigging companies. These invoices will be available to the Customer if requested in writing by the Customer.

15. **HARDWARE INSTALLATION CHARGES:** Hardware Installation Charges are billed at Company standard pricing rates, and are included in the price of the Products and Services as described on Page One of this Agreement.

16. **EXPRESSED OR IMPLIED WARRANTIES:** Any recommendations for equipment, programs and materials contained in this Agreement and/or any previous discussions between the Customer and Company are estimates based on the data the Customer has furnished to Company and on Company's observations. While Company believes the estimates to be sound, the degree of success with which equipment, programs and materials can be applied to data processing is dependent upon many factors, many of which are not under Company's control. Therefore, Company estimates as to the results to be obtained must not be regarded as expressed or implied warranties.

17. **HANDLING OF FUNDS:** The Customer agrees that Company's personnel, agents or representatives are not to handle amounts in any cash drawers or other areas. The Customer further understands that Company's employees, agents, or representatives have been instructed as to this policy; therefore, the Customer agrees that Company is hereby relieved of responsibility for any and all risk of loss associated with controller accountability of the Customer's funds.

18. **NOTICE:** Any notice required or desired to be given hereunder shall be in writing, delivered in person, by facsimile, or by registered or certified U.S. mail, postage pre-paid, and addressed to the party to whom such notice is to be given, at the addresses first herein above written, or at such other address as shall be properly noticed pursuant to the provisions of this section. Delivery shall be deemed made upon receipt if in person or by facsimile, and if mailed, within three [3] days of deposit in the U.S. mail.

19. **LIVE DATE:** The Live Date, defined as the date the Product is first used in actual site operation, is restricted to Monday, Tuesday, or Wednesday only, in that order of preference. If Customer requests and Company agrees to conduct the Live Day(s) on a Friday or Saturday, Customer agrees to pay one and one half times the Live Day Coverage Charge. If Customer requests and Company agrees to conduct the Live Day(s) on a Holiday which is recognized by the United States Federal Government, Customer agrees to pay two times the Live Day Coverage Charge. Company does not provide any installation service on Sundays.

20. **LODGING AND MEALS:** Lodging and meals are to be provided or paid for by the Customer during all training, installation, programming, education and assistance functions. In addition to the lodging and meal requirements, Customer is responsible for all necessary travel expenses. These expenses may include (but are not limited to) airfare, mileage, hotel, off-site meals, taxi service, car rental, parking, etc. Company will make every effort to minimize these expenses. Customer must provide payment for these expenses in advance. Company reserves the right to refuse or change any travel plans not consistent with Company's travel policy.

21. **SEVERABILITY** - If any phrase, clause or provision of this agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this agreement, but will not affect any other provisions of this agreement, which shall otherwise remain in full force and effect. If any restriction of limitation in this agreement is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible within reasonable bounds.

22. **ENTIRE AGREEMENT:** Customer acknowledges that this Agreement has been read and understood, including all attachments, agrees to be bound by its terms and agrees that it is the complete and exclusive statement of the Agreement between the parties, superseding all prior negotiations, representations or proposals, oral or written, on the subject matter of this Agreement. This Agreement may be modified only by written consent, signed by the Customer and the President of Company. This Agreement is not amended by or binding on Company until signed by Executive Sales Management.

POS PARTNERS INC.
18W140 Butterfield Rd, 15th Floor
Oakbrook Terrace, IL 60181
630-806-6239



IMPORTANT SOLUTION DETAILS

Sales Rep: Dan Phelps
Proposal: 32T (15"), 13Tabs (10") & 3Tabs (7")
Date: April 18, 2016

Customer Information

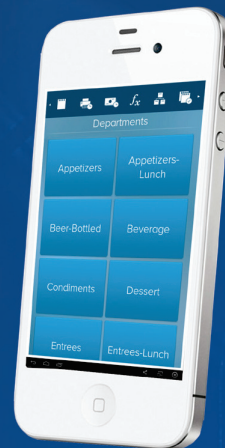
City of Bloomington - US C
109 East Olive Street
Bloomington IL 61701
Attn: Scott Sprouls

Sales Rep Initials	FOR POS PARTNERS' POS SOLUTION	Client Initials
	Network wiring is the responsibility of the purchaser and is NOT included in the "POS PARTNERS SYSTEM INVESTMENT" price unless specifically listed in this Proposal. The installation of wall mounts is also the responsibility of the purchaser.	
	All manufacturer hardware warranties are included with Purchase Agreement. Premium Software Service is ala carte and available monthly for Service Desk 24x7/365 - \$100/mo, Menu Items Upkeep - \$35/mo, Daily Offsite Database Backup - \$20/mo, Remote Access & Monitoring - \$20/mo, Device Security Protection - \$5/mo. Monthly billing and payment handled via Credit Card or ACH or via Mercury processing. Pay per call option is also available at \$150 per call / hour.	
	Premium Software Support is defined as post-installation service provided by POS Partners in solving software conflicts and software usability problems, and in supplying updates and patches for bugs and security holes in the program, regardless of fault. Additional training and software customization services are available for purchase.	
	Processing Partner offer includes \$1,495 credit card software module, \$495 credit card processing setup, testing and implementation discount and free gift card processing.	
	Applicable state sales tax is not included in "POS PARTNERS SYSTEM INVESTMENT" price.	
	Freight Charges will be applied to final invoice for clients located 50+ miles from closest POS Partners' Office.	
	Travel Arrangements are to be provided by clients located 50+ miles from closest POS Partners' Office for the Relationship Manager during the Installation Process. This includes any necessary hotel rooms, airfare, mileage, and meals.	
	Unless purchased or otherwise agreed to in writing, POS Partners' Relationship Manager is only responsible for importing data from the master menu database for <u>menu items and employees</u> . Customer is responsible for preparing the master menu spreadsheet and reviewing and approving the accuracy of the data, future changes, and continued database maintenance once the initial database programming is completed.	
	Internet access OR dedicated telephone lines, one for support and one for credit card processing if purchased, must be in good working order prior to Relationship Manager's arrival.	
	At purchaser's request, we will make every attempt to reuse existing equipment with the mutual understanding that if complications or compatibility problems occur during installation, new hardware will and must be purchased and added to the final invoice.	
	Any discounts presented are offered in trade / barter. Upon installation, a house account will be set up for use by authorized POS Partners' staff.	

FuturePOS[®]

Your Point-of-Sale Solution

Reliable, Easy to Use, & Completely Customizable



The Most Powerful, Robust, and User-Friendly Software on the Market

Your restaurant relies on its point-of-sale system to keep things running smoothly, without a hitch, every day. ***Future POS* is your solution.** It's simple to use, fast and reliable, and backed by the best customer support in the industry.

We put **everything you need at your fingertips**: completely customizable menu layouts, buttons, and graphics that fit your business – whether it's casual, quick serve, or fine dining. Each system is flexible and fully customizable, and set up with your specific users in mind, from management to service staff to your customers.

Future POS is designed for the hospitality industry and **current with the latest dining trends**. Send your servers to tables with tablets, or offer pre-arrival online and mobile ordering. Keep ahead of the curve while increasing efficiency.

If you ever need support, our dealer network provides **excellent, friendly help** – install and upgrade services, technical support, and routine system maintenance.

And it's priced right! Our competitors charge more for much less. Call us today to see how Future POS can change the way you do business.

“ We chose Future POS for our establishment because we were tired of other systems not being reliable during peak times. Future POS has been reliable, fast and easy to use, menus were easy to customize, and for our busy college bar environment, it runs great! ”



– Steve Henderson, Buffalo Wild Wings

The only POS you can completely customize

Your menu screens can be programmed to generate the most efficient layout for your type of business and to reduce server training time. Screens can be created for different staff (bartenders, servers, managers), while buttons can be created in various sizes, colors and fonts, and with logos, graphics, bitmaps or plain text. Future POS software fits any restaurant application, including fine dining, casual, pizza delivery, quick service, pool hall, cafeteria and more. Compare our ability to customize menus with the competition!



Multi-Column Modifiers

Reduce ordering time with our fast, simple and customizable multi-column modifiers.

Every option for an item can be found in one modifier window. No need to click from screen to screen or search for buttons on different menus!



Tablet POS

Future POS handheld devices provide your workforce with increased efficiency and mobility while giving your customers faster service. Handheld devices are similar to a Future POS terminal, only portable. Our app runs on both Android and iOS devices.

We Are the Future of POS

And our New Mobile POS is a Game Changer

- The only Mobile POS app that can run on both Android and iOS
- Speech to text for order entry
- Customers can pay table-side
- Mobile POS will continue to run even when the Wi-Fi goes down
- If your restaurant's power goes out you can continue to take orders
- Hardware diversity built on the proven Future POS codebase that has been stress tested for over 17 years
- Driver's License age verification

Point-to-Point Encryption

Future POS has partnered with our integrated payment processors to be the "First in Hospitality" with true point-to-point encryption that keeps card data safe from theft. Using encrypted MSRs, merchants can completely protect themselves from having a point-of-sale related credit card security breach. The POS system never has access to any sensitive cardholder data, so there is no way for it to be stolen! This secure solution removes the customer from the scope of PCI, streamlining the settlement process and improving the overall dining experience.





Kitchen Video Display Unit (VDU)

Reduce paper waste and provide faster order fulfillment by outputting orders to a Video Display Unit instead of a remote printer. This technology quickly displays orders to your kitchen staff, allowing you to reduce ticket times and to increase table turns. In addition to tracking prep times, a Kitchen VDU can also provide helpful preparation instructions for enhanced order accuracy.

Magnetic Gift Cards

Gift Cards printed with your company logo can be sold and tracked within Future POS. You can also track gift cards that are given away free as a reward for your frequent diner program, as a donation for charity, or as a marketing promotion. All gift cards and certificates sold, destroyed, or redeemed are stored in the gift certificate file for historical reference. Card balances can be checked from any POS terminal. If a customer loses their card you can destroy the original and issue a new card!

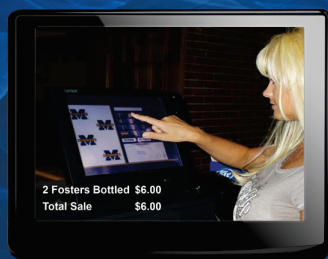


Digital Signage

Future POS's cutting edge digital signage module is included FREE OF CHARGE, and it provides all of the features you would expect from an expensive digital signage system. Future POS Digital Signage includes scheduled content to display advertisements, specials, movies, and more in a customized playlist. You can add rear-facing displays or outside drive-thru displays with real-time output of sales information, as well as Digital Menu Boards with features such as "live" menu updates via our user-friendly, drag and drop interface to create customized layouts.

Enterprise

Future POS offers you the power to control multiple business locations from a single site with our Enterprise software. Analyze and share resources for various businesses from a central location. Stores using Enterprise can share customer information, gift certificates, sales information, items, buttons, menus and more. Enterprise also provides centralized reporting, updating and administration.



Surveillance with Text Insertion

Improve security and reduce losses with our built-in surveillance module and ordinary web cameras. Future POS can monitor your business with event-driven video and real-time surveillance, and it can also write a log file of all video activity for your records. Protect your business from fraud and theft by tracking important point-of-sale activities.

All of the bells and whistles are included

Your customers are demanding, which is why you need tools to automate and safeguard your business that will involve minimal hassle. Future POS includes all of the features you could want in a point-of-sale system AT NO ADDITIONAL COST! With the Future POS all-inclusive software solution, you will never be nickel-and-dimed for additional features or functionality.

- Touchscreen order entry
- Labor scheduling and employee time-keeping
- Tip pooling
- Break maintenance
- Gift certificate issuing and tracking
- Frequent diner program and reward levels
- Ingredient tracking with food costing
- Customer reservations and pager interface
- Efficient dining room management
- Timed pool tables
- House charge accounts for tracking customer sales and employee meals with personalized statements
- Customer loyalty program allows you to email numerous customers at once to alert them about specials, events, etc.
- Ability to pre-authorize bar tabs
- Bartender drink recipes
- Driver's license verification
- Built-in register help screen
- Beer and wine club
- Ability to split checks by seat
- Kitchen orders by course
- Hold and fire items
- Triple/quadruple high print
- Microsoft SQL Database
- Advanced Reporting
- Ability to interface with Microsoft MapPoint and Google Maps for delivery directions
- Interfaces with payroll, general ledger and popular inventory control programs
- Interfaces with Above Store reporting programs
- Third Party online ordering
- Interfaces with mobile payment technologies
- Reservations
- Pizza and Delivery

“Future POS supplies us with all the tools and support we need to be successful. They are open to feedback and make me feel as if I am their only client. This is a refreshing change of pace compared to most other IT experiences I've had working with other vendors.”



— Nick Marsh, CEO, Chop't

Even more features at no additional cost

- Timed item capability for tracking pool table rental, dart rental, internet PC rental or any other timed entertainment
- Coursing with multiple print formats to remote kitchen printers allows chefs to see a complete order by course and seat number
- Ingredient Tracking with Recipe Building and Food Cost by item automatically subtracts from inventory as items are sold, complete with reorder and reconciliation reports
- Hold and Fire items allows you to take large catering orders or takeout orders hours, days, or even weeks in advance, and have the items print to the kitchen at the appropriate time
- Split a Single Item such as shared appetizers or bottle of wine at one table equally on separate checks
- Item Countdown allows wait staff to see the quantity of each item on hand
- Customer Lookup includes year-to-date purchases and displays the last order allowing you to repeat or modify the last order
- External Device Interfaces or caller ID, scales, scanners, customer displays, coin dispensers, liquor dispensing system, drive-thru menu boards and hotel property management systems
- Alerts and scheduled reports can be automatically sent to your cell phone

“ The Springfield Restaurant Group began implementation of Future POS in 2002 and converted all locations... The Future POS support team has diligently worked with us to program our POS software to best suit our needs.”

– John McKinley, CEO & Owner of The Springfield Grille, The Iron Bridge & Rachel's Roadhouse



All You Could Ever Want from Your POS

Training Videos can be shown on the terminals.

Timed Item capability for tracking pool table rental, dart rental, internet PC rental or any other timed entertainment.

Coursing with multiple print formats to remote kitchen printers allows chefs to see a complete order by course and seat number.

Ingredient Tracking with Recipe Building and Food Cost by Item automatically subtracts from inventory as items are sold, complete with reorder and reconciliation reports.

Hold and Fire items allows you to take large catering orders or takeout order hours, days, or even weeks in advance, and have the items print to the kitchen at the appropriate time.

Split a Single Item such as shared appetizers or bottle of wine at one table equally on separate checks.

Item Countdown allows wait staff to see the quantity of each item on hand.

Customer Lookup includes year-to-date purchases and displays the last order allowing you to repeat or modify the last order.

External Device Interfaces for caller ID, scales, scanners, customer displays, coin dispensers, liquor dispensing system, drive-thru menu boards and hotel property management systems.

Price Scheduling that allows you to set different price levels for happy hours, seasonal changes, etc.

Alerts and scheduled reports can be automatically sent to your cell phone.

Dealer Contact Information

Visit us today:
www.futurepos.com



FuturePOS.

POS PARTNERS BIOGRAPHY

ABOUT

POS Partners provides customized, hospitality technology solutions that are guaranteed to increase the sales, profits and quality of life for our partners. The company was formed by Lance and Lori Bell who have been operating and owning multiple restaurants and other POS technology solution companies for the past two decades. Our line card includes hardware solutions such as all-in-one, fanless touch screens, tableside ordering handheld devices and integrated security camera systems. Our integrated software solutions include top-tier FuturePOS, SQL, online ordering, mobile ordering, digital menu boards, custom report writing, inventory, labor scheduling, loyalty, to name a few. We are a faith-based company with a fundamental core belief that everything we do for our partners should add value and increase sales, profits and quality of life for our partners. We are breaking the mold of old-school pos companies who simply sell hardware and software and walk away. Our expertise in business analysis and customized service delivery has helped us grow to the 3rd largest authorized reseller of FuturePOS in the world.

LEADERSHIP BIOGRAPHIES

Lance Bell, President

After graduating from the University of Missouri with a B.S. in Hotel & Restaurant Management, Mr. Bell started his career in restaurant operations with TW Services. He opened a total of 14 restaurants across North and South Carolina, St. Louis and Chicago with Ruby Tuesday and Outback Steakhouse. In 1995 he left to become the Restaurant Operations Partner for the 14,000 sq. ft. restaurant and brewery named Flatlanders in Lincolnshire, IL. In 1997 he became the Corporate General Manager of the Bayou Brewing Company, and opened the 25,000 sq. ft. restaurant and brewery in Spokane, WA. In 1997 his expertise in hospitality technology led him to found HRM Consulting LLC and HospitalityWorld Inc. In 2003 he started another hospitality technology company Professional Ordering Systems LLC, which he sold in 2008. In 2010 Mr. Bell founded a new, leading edge hospitality technology company in Chicago, IL. Today POS Partners Inc. is the 5th largest V.A.R. for the Tier 1 pos company Future POS, providing software, hardware and technology solutions across the North American continent.

Lew Davison, CIO

Mr. Davison is an executive-level IT professional with a diverse background in managing IT organizations, providing technical direction for Fortune 500 companies and engineering large-scale systems and networks. He has earned a reputation as a leader in planning and designing enterprise architectures, engineering comprehensive large-scale solutions, and integrating major applications using Service-Oriented Architecture principles. He has a unique ability to understand and assimilate complex requirements at a very high level, and design comprehensive, detailed solutions with integration of all component parts. He has 40 years experience in IT and over 8 years experience in the restaurant and hospitality industry. As CIO Lew applies his unique knowledge and skills to the value-added software solutions at POS Partners.

Lew has served as CIO for three organizations including the Missouri Department of Transportation. As principal consultant for a fast-growing business and IT consulting firm, he provided technical guidance for companies such as Boeing, MasterCard, IBM, Ameren, Jones Lang LaSalle, and American Century Investments. At Midway Arms, a major e-commerce retailer, he led a development team to convert their \$1M per day website to the latest Microsoft technology framework to improve performance and increase sales revenue by double-digits. During his tenure as CIO of the Missouri Department of Transportation he co-authored the Enterprise Architecture framework for the state of Missouri and coordinated the design and installation of the state's fiber optic SONET

network around 1,250 miles of interstate highways. Lew has also served as Director of Computing Services for the University of Missouri and managed several large-scale implementations for that institution. He has a BS in Physics from the University of Missouri.

Dan Phelps, CBDO

Mr. Phelps is a journalism school graduate from Ohio University with an emphasis on public relations. He began his career in the auto industry as an account executive organizing marketing and ride-and-drive programs for Ford's Special Vehicle Team. From 1994-2005 Mr. Phelps served in multiple sales, marketing, acquisitions and operations management roles for the nation's largest private school bus operator Laidlaw. In 2005, he was called to serve as Administration Director|COO|CFO of a megachurch in the far western suburbs of Chicago. He joined POS Partners in 2011 as an equity partner and Operations Director. In 2013 he was named Managing Partner of the Chicago office and in 2014 appointed CBDO.

KEY STRENGTHS

POS Partners is a hospitality consulting and technology company driven to provide partners with increased sales, profits and quality of life within the construct of a faith-based business. On the front end of a partnership, our expertise and niche is consulting, innovating and customizing solutions based on specific needs. As part of the sales process, we specialize in profit forecasting and business analysis that demonstrate conservative ROI. Our unique service delivery model comprises a dedicated relationship manager who knows our partners intimately and provides proactive customer service, 24/7/365 LIVE service team, and next business day hardware repair and/or replacement.

A key differentiator and strategic advantage is our business intelligence platform called Serving Intel (SI) launched in January 2013. SI enables Future POS partners to track, analyze, and manage their restaurant's operation above and beyond what is capable within the 37 FuturePOS back-office report generators. SI provides a consolidated view of restaurant performance, with graphical charts and dashboards to make it easy to monitor the business in near real-time. Many functions of the POS can be updated directly on the website and applied to the Future installation running locally in the restaurant. Serving Intel allows owners and managers to manage their inventory, food purchases, labor scheduling, customer marketing and other important functions from anywhere in the world through a simple web browser on a PC or from a mobile device. It also provides an Enterprise function to show aggregated performance across multiple POS installations and comparative analyses with other similar restaurants within the same metropolitan area, region or country.

POS Partners, with FuturePOS as our core software solution, dominates the hospitality industry. Hospitality venues such as bowling alleys, arenas, golf clubs, table-service restaurants, fast-food counter service (used for line busting) significantly increase sales, profits and quality of service with this solution. Other markets we serve are the continuing care retirement communities (i.e. Brookdale Senior Living).

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of approving an Ordinance 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 Ordinance is adopted and the City of Bloomington's 2016 Private Activity Volume Bond Cap is ceded to the Eastern Illinois Economic Development Authority, and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationships among the City, businesses, economic development organizations.

BACKGROUND: The Federal Tax Reform Act of 1986 (the "Code") as amended, imposes a limit on the aggregate amount of tax exempt private activity bonds (also known as Volume Cap) that can be issued by a state. The Code provides an allocation for specific authorities, but provides that a state may, by law, provide a different formula for governmental units having the authority to issue such bonds.

Accordingly Illinois adopted 30ILCS 345 the "Illinois Allocation Act". The act states that home rule communities receive a direct allocation based on their population times \$100. For calendar year 2016, based upon a population of 78,730, the City's Volume Cap is calculated to be \$7,873,000.

Finance discussed upcoming potential capital projects with the City's bond counsel Chapman & Cutler and determined that the City does not have any private activity business projects that are presently eligible to use the Volume Cap. Therefore, staff recommends partnering with the Eastern Illinois Economic Development Authority (EIEDA) for the 2016 calendar year and ceding its full Volume Cap.

If the City does have an eligible project come forward then it can ask for its Volume Cap back by September 31, 2016, in addition, EIEDA will be required to get express permission from the City prior to issuing any bonds. The City and the Town of Normal have ceded funds to EIEDA and the Illinois Housing Development Authority (IHDA) in the past. If Volume Cap is not reserved by the City or ceded to another entity it will revert back to the State of Illinois for initiatives around the state.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EIEDA

FINANCIAL IMPACT: Finance does not anticipate the need to use Volume Cap in the near future. Volume Cap allows the City to issue tax exempt bonds for a private entity under strict IRS guidelines for qualifying projects. We do not have any qualifying projects. Since interest rates have been at historical lows for some time lessening the delta on yields between taxable and tax exempt bonds it no longer appears to be an attractive issuance vehicle.

Respectfully submitted for Council consideration.

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance

Motion: That the Ordinance be adopted and the City of Bloomington's 2014 Volume Bond Cap be ceded to the EIEDA, with a transfer fee agreement of one percent (1%), and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016-
A SPECIAL ORDINANCE 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 2016 volume cap and desires to utilize this cap in cooperation with the Eastern Illinois Economic Development Authority (EIEDA - Other) 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 - Other. The City hereby agrees to reallocate to the Eastern Illinois Economic Development Authority its 2016 private activity volume bonding cap in the amount of \$7,873,000. 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 Manager is hereby authorized to execute a letter to EIEDA that the volume bonding cap not be used by EIEDA without approval of the City Manager and will note the City may request the volume cap be returned if an eligible project arises by September 31st 2016. If the volume cap is not used by EIEDA by December 31, 2016, EIEDA is directed to file a carry-forward for the allocation for an eligible project category.

Section 3. Maintaining Records. The City 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.

Signed: Mayor

Passed

Attest: City Clerk

Approved

Date

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 2016 Volume Cap Allocation: \$7,873,000

Volume Cap Allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2016:

- | | |
|---|---|
| 1. Principal Amount of Issue: | 0 |
| Bond Description | N/A |
| | |
| 2. Total Allocation Granted or Reallocated: | \$7,873,000 |
| Reallocated to: | Eastern Illinois Economic Development Authority |

See attached ordinance.

Sincerely,

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of Approving an Ordinance approving a Petition for Dedication of Public Utility Easement.

RECOMMENDATION/MOTION: That the Ordinance be adopted and the Petition approved, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 3. Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 2c, Functional, well maintained sewer collection system. Objective 3 a, Retention and growth of current local businesses

BACKGROUND:

In 2015, United Parcel Service (UPS) expanded its parking lot at 2020 Cabintown Road. As part of this work, UPS constructed a storm sewer to City standards, to extend the adjacent City storm sewer along an existing drainage ditch on UPS property. Since the existing storm sewer is City owned and conveys water from Cabintown Road and Fox Creek Road, the extension is to be City owned. The petition dedicates an easement for this public storm sewer extension.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Jerry Schreck, Land Engineers, and BT-OH, LLC.

FINANCIAL IMPACT: All survey and platting costs are being paid by BT-OH, LLC. There was no cost to the City for the construction of the storm sewer extension. All future maintenance will be done by the City.

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis, Civil Engineer I

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachments:

- Easement Petition
- Ordinance
- Aerial Map(s)
- Easement with Plat of Survey showing the Proposed Easement

Motion: That the Petition be approved and the Ordinance Passed, and authorize the Mayor and City Clerk to execute the necessary documents.

March 1, 2016

PETITION FOR DEDICATION OF PUBLIC UTILITY EASEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

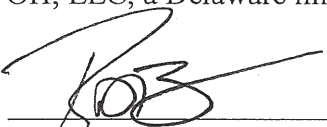
TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, McLEAN COUNTY, ILLINOIS

Now comes BT-OH, LLC, a Delaware limited liability company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

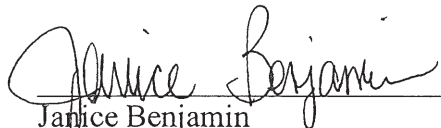
1. That your Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter described in the Easement Dedication Plat attached hereto and made a part hereof by reference;
2. That your Petitioner seeks approval of the dedication of a public utility easement, the survey plat of which is attached hereto as Exhibit "A" and made a part hereof;
3. That your Petitioner hereby dedicates to the public all easements shown on said survey plat.

WHEREFORE, your Petitioner prays that the dedication of said public utility easement shown on said survey plat submitted herewith be approved.

Respectfully submitted,
BT-OH, LLC, a Delaware limited liability company

By: 
Rick D. Bishop, Assistant Secretary

SUBSCRIBED AND SWORN to before me this 1 day of March, 2016.


Janice Benjamin
Notary Public, State of Georgia, County of Rockdale
My Commission Expires 09/29/2016



ORDINANCE NO. 2016 - _____

AN ORDINANCE APPROVING THE DEDICATION OF UTILITY EASEMENT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the dedication of public utility easement, 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 Plat of Survey 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 easement dedication, 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 this 25th of April, 2016.

PASSED THIS 25th DAY OF APRIL, 2016.

APPROVED THIS ___ DAY OF APRIL 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

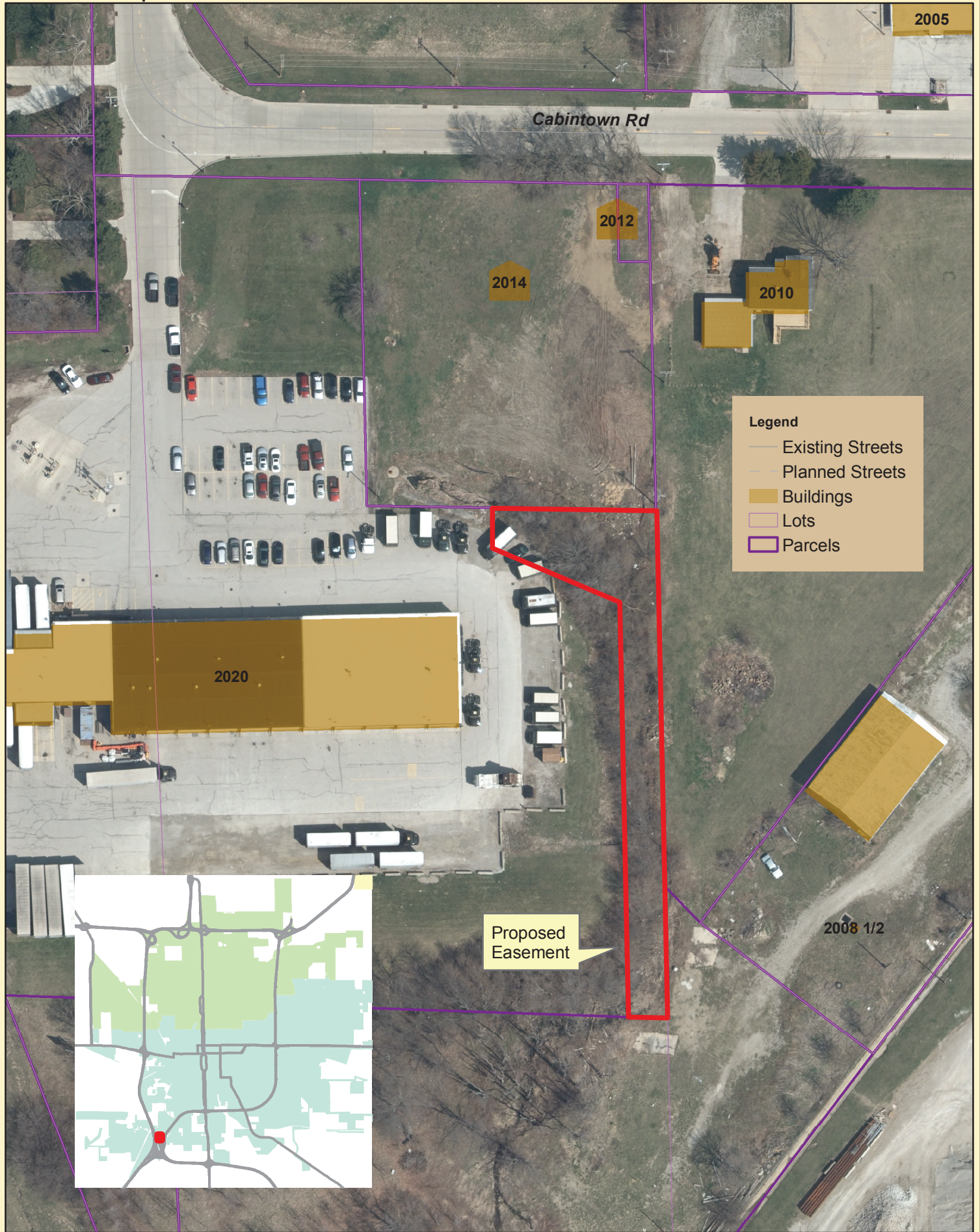
Jeffrey R. Jurgens, Corporation Counsel

UPS Easement Dedication



0 40 80 Feet

DATE 04/11/16



Upon recording return to:

City of Bloomington
City Clerk
109 E Olive Street
Bloomington, IL 61701

NON-EXCLUSIVE EASEMENT

This Indenture witnesseth that BT-OH, LLC, a Delaware limited liability company, hereinafter referred to as "Grantor", for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, grants, conveys, quit claims and dedicates to the CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, hereinafter referred to as "Grantee", a non-exclusive permanent utility easement across the following described property for the purpose of clearing (provided said clearing shall not be accomplished by chemical means), trenching for, laying, constructing, operating, altering, maintaining and removing a storm sewer and all necessary appurtenances thereto, which easement is depicted on the plat attached hereto as Exhibit B (the "Easement Area") and is described in Exhibit A, attached hereto and made a part hereof.

The grant of this Non-Exclusive Easement is subject to the following terms and conditions:

1. Grantee shall have through its employees, agents and/or contractors the reasonable right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein; provided, however, that such right of ingress and egress does not interfere with Grantor's use of the property.
2. Grantee agrees to repair or pay Grantor for any damage to Grantor's property resulting from Grantee's exercise of the rights granted hereunder, including without limitation any damage to field tile, water mains, sewers or fences. Grantee further agrees that anytime it digs into, excavates or otherwise disturbs the surface area of the easement, it will restore any such surface area so disturbed to its pre-existing condition in an expeditious manner.
3. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above-described premises which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Easement.
4. Grantee shall indemnify and defend Grantor for, from and against any and all mechanics' and other liens and encumbrances filed by any person claiming by, through or under Grantee and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by Grantor in connection with any such lien or encumbrance or any action or proceeding brought thereon. Grantee at its expense shall procure the discharge of record of all such liens and encumbrances within twenty (20) days after notice thereof.

5. Grantee shall use all necessary efforts to minimize any disruption to Grantor's business operations occasioned by Grantee's use of the easement area. Installation shall be accomplished in an expeditious manner and all maintenance and repairs shall be performed in a similar fashion.

6. Grantor may not place, build, construct or erect any permanent structure on the permanent or temporary easement area without the express, written consent of the City; provided, however, that Grantor shall have the right to use the surface of said real property for any purpose which does not interfere with Grantee's use of the easement conveyed, including, but not limited to, the right to pave over and park on said easement area. Additionally, Grantee shall not use the surface of the easement area for any purpose and in any manner not specifically authorized herein. Grantee hereby covenants and agrees not to interfere with Grantor's use of the surface of the easement area.

7. Grantee shall comply with all local, state and federal environmental laws, rules, codes and regulations in connection with its activities on Grantor's premises and in the easement area. Grantee shall indemnify, defend and hold Grantor harmless from any breach of the foregoing covenant.

8. The terms, conditions and provisions of this Non-Exclusive Easement as herein set forth shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this 1st day of MARCH, 2016

GRANTOR:

BT-OH, LLC, a Delaware limited liability company

By: 
Rick D. Bishop, Assistant Secretary

STATE OF GEORGIA)
) ss.
COUNTY OF ROCKDALE)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that, Rick D. Bishop, personally known to me to be the Assistant Secretary of BT-OH, LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Secretary he signed and delivered the said instrument of writing as Assistant Secretary of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of MARCH, 2016.


Notary Public



GRANTEE:
City of Bloomington, a municipal corporation

By: _____
Print: _____
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that, _____, personally known to me to be the _____ of the City of Bloomington, a municipal corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered the said instrument of writing as _____ of said municipal corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2016.

Notary Public

EXHIBIT A

A PART OF LOTS 11, 12, AND 13 IN CLOVERLEAF SUBDIVISION OF A PART OF SECTIONS 17 AND 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McLEAN COUNTY, ILLINOIS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13 OF CLOVERLEAF SUBDIVISION, AS RECORDED IN BOOK 15, PAGE 473, IN THE OFFICE OF THE RECORDER OF McLEAN COUNTY, ILLINOIS ; THENCE SOUTHERLY ALONG THE EAST LINES OF SAID LOTS 11 AND 12 TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE, WESTERLY ALONG THE SOUTH LINE OF SAID LOT 11 TO A POINT ON A LINE 25 FEET PARALLEL TO THE EAST LINE OF SAID LOTS 11 AND 12; THENCE, NORTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOTS 11 AND 12, 267.49 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 115°-0' WITH THE LAST DESCRIBED COURSE, 88.21 FEET TO THE SOUTHEAST CORNER OF AN EASEMENT DESCRIBED AS TRACT 1 IN THE EASEMENT DOCUMENT DATED SEPTEMBER 23, 2003, AND RECORDED OCTOBER 10, 2003 AS DOCUMENT NUMBER 2003-52573, IN THE OFFICE OF THE RECORDER OF McLEAN COUNTY, ILLINOIS; THENCE, NORTHERLY ALONG THE EAST LINE OF SAID TRACT 1, 25.00 FEET TO THE NORTH LINE OF SAID LOT 13; THENCE, EASTERLY ALONG THE NORTH LINE OF SAID LOT 13 TO THE POINT OF BEGINNING, CONTAINING 0.264 ACRES, MORE OR LESS, AND SITUATED IN McLEAN COUNTY, ILLINOIS.

(P.I.N. of Servient Parcel: 21-17-351-004)

EXHIBIT B

(Insert survey here)

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That an ordinance be adopted approving a Special Use Permit for a Duplex in a R-1C District for the property located at 1015 ½ E. Front Street, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: The Special Use Permit is linked to **Goal 4. Strong Neighborhoods**

STRATEGIC PLAN SIGNIFICANCE: The Special Use Permit for Duplexes in the R-1C District eliminates a nonconforming use in the R-1C District, encourages the homeowner to make improvements and upgrade the quality of older housing stock (objective b), and promotes residents responsibility for their homes and neighborhood (objective f).

BACKGROUND:

The subject site is commonly known as 1015 ½ E. Front Street and is between McClun St. and State St. The site has existed as a legal, nonconforming duplex for decades. The Petitioner is requesting a Special Use Permit for duplexes in the R-1C District to enable conformance with the City's Code.

The subject property is currently zoned R-1C, High Density Single Family Residential. The R-1C district contemplates two-family dwelling units and allows for densities of approximately 6.6 dwellings with a special use. The existing lot is 4,830 square feet.

ZONING BOARD OF APPEALS

This case was before the Zoning Board of Appeals for a public hearing and review on March 16, 2016. One citizen, outside of the applicant, spoke in favor of the petition; no one spoke in opposition. The Board recommended approval by unanimous vote. This recommendation is consistent with staff's position.

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 approximately 114 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The property has existed as a duplex for decades and the owner has maintained rental status. The Special Use Permit should have no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Carla Murillo, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

- Ordinance for Special Use Permit
- Exhibit A “Legal Description”
- Exhibit B “Site Plan”
- Special Use Petition
- Aerial Map of Subject Property
- Mailing Sample
- Mailing List
- Zoning Board of Appeals Report for 3-16-16
- Zoning Board of Appeals Minutes for 3-16-16

Motion: That an ordinance be adopted approving a Special Use Permit for a Duplex in a R-1C District for the property located at 1015 ½ E. Front Street, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016-__

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
DUPLEX in the R-1C DISTRICT
FOR PROPERTY LOCATED AT: 1015 ½ E. Front 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 in the R-1C District for certain premises hereinafter described in Exhibit(s) 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 44.10-3C of the Bloomington, City Code, 1960, as amended; 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 commonly known as 1015 ½ hereinafter described in Exhibit(s) A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 25th day of April, 2016.

APPROVED this _____ day of April, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

Exhibit A

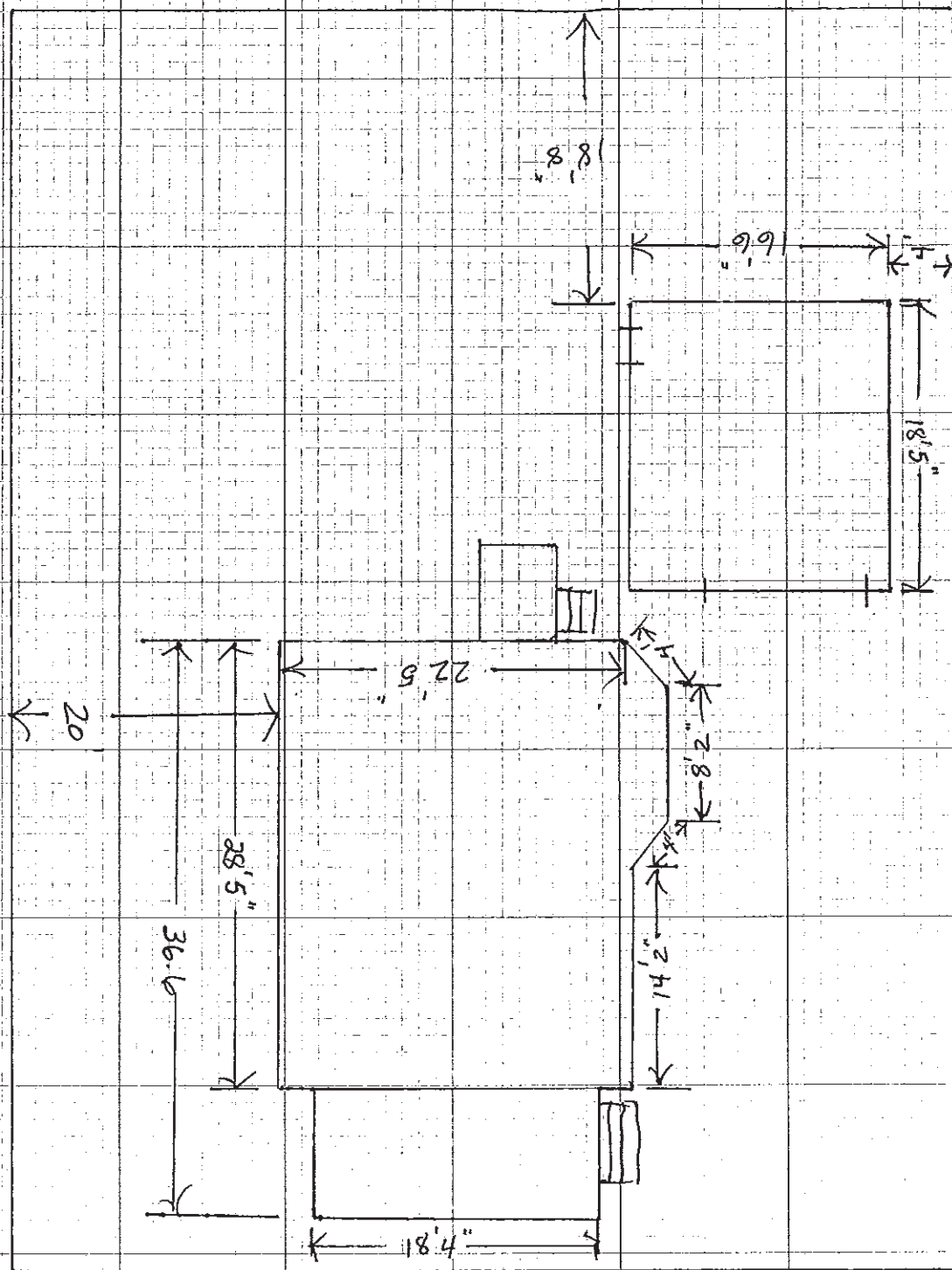
Legal Description

The North 80 feet of Lot 49 in E. Roger's Addition to the City of Bloomington, in McLean County, Illinois



G3 MACHINING, LLC

915 E. Oakland Avenue
Bloomington, IL 61701
Phone (309) 684-1052
Fax (309) 740-1833
www.G3Machining.com



1015 1/2 East Front St

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

1015 1/2 E. Front Street

State of Illinois

)

)ss.

County of McLean

)

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

Now come(s)

Frederick Koppersmith
Jean Koppersmith

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

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s)_____, which is (are) attached hereto and made a part hereof by this reference, or is (are) 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 RIC 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 duplexes, are allowed as a special use in a R-3A 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 RIC zoning district;

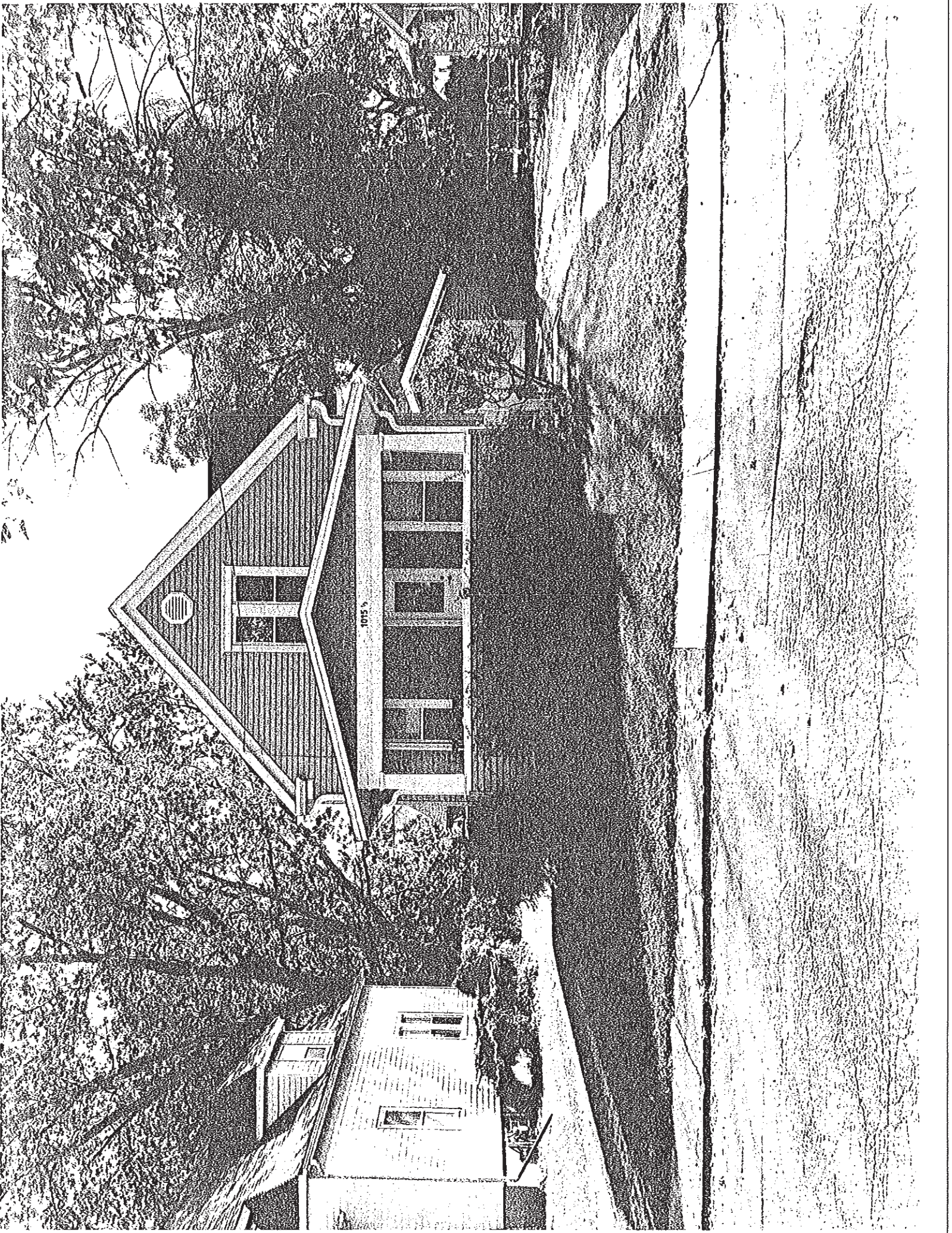
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood 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-3A 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 petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

Fredrik Kuppens
Joan Kuppensmith





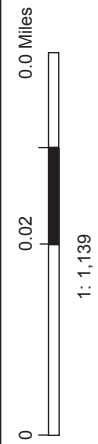


Aerial Map for 1015 1/2 E. Front Street



Notes
Subject Property outlined with blue dashed line, zoned R-1C Single-family residential

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Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

March 1, 2016

Dear Property Owner or Resident:

The City of Bloomington Zoning Board of Appeals will hold a public hearing on **Wednesday, March 16, 2016 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive Street, Bloomington, Illinois** for a petition submitted by Fredrick and Jean Koppersmith requesting a special use to allow for a duplex in the R-1C, Single-Family Residential District for the property described below.

Location: 1015 ½ E Front Street

Legal Description: THE North 80 feet of Lot 49 in E. Roger's Addition to the City of Bloomington, in McLean County, Illinois

You are receiving this notification as a courtesy since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested special use during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

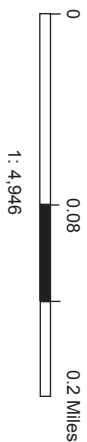
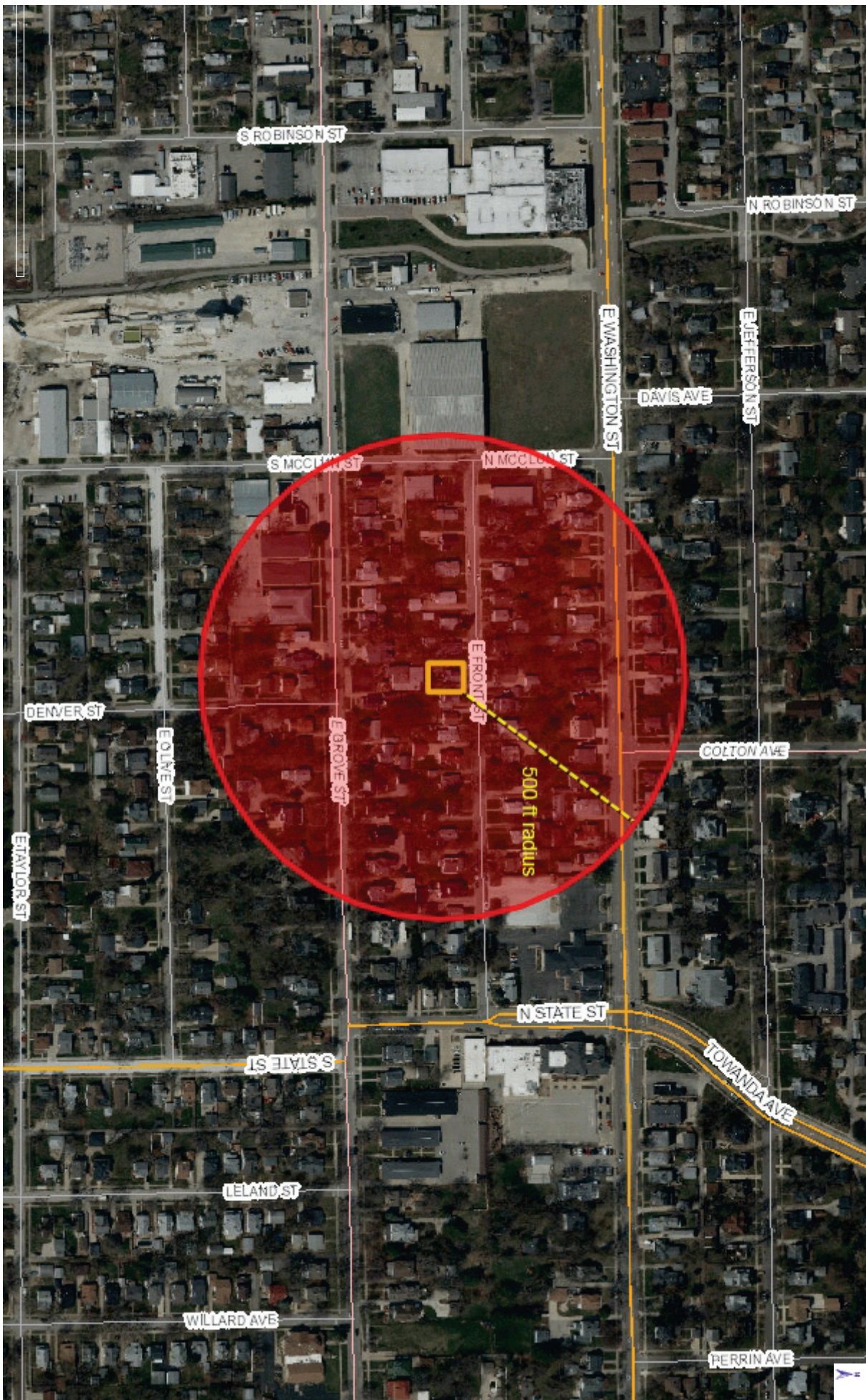
Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, ksimpson@cityblm.org.

Sincerely,

Katie Simpson
City Planner

Enclosure

Neighborhood notifications for 1015 1/2 E Front



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<http://www.McGIS.org/License>

Printed: 2/29/2016 3:39:28 PM

Notes

You're receiving this notification because you own property within the red circle (500ft from 1015 1/2 E Front)

% RAND VEERMAN RPLA LLC
6 THOMAS DR
NORMAL IL 61761

ALAN R WILLIAMS
4215 ANDERSON DR
HEYWORTH IL 61745

ALEX & LARRY CALVERT CALVERT &
METZLER
201 S CENTER
CLINTON IL 61727

APARTMENT MART
PO BOX 670
BLOOMINGTON IL 617020670

BARB A POPPE
1018 E OLIVE ST
BLOOMINGTON IL 61701

BEVERLY J MILLER
1029 E FRONT ST
BLOOMINGTON IL 617014239

BRENT LAGE
18486 N 4100 EAST RD
ANCHOR IL 617209634

BRIAN D WELCH
1022 E FRONT ST
BLOOMINGTON IL 617014240

BRIAN M SCHENK
1026 E FRONT ST
BLOOMINGTON IL 61701

BRYAN FINN
1002 E GROVE ST
BLOOMINGTON IL 617014204

CALVERT METZLER MEMORIAL HOMES
201 S CENTER
CLINTON IL 61727

CAMERON BROOKS
1014 E FRONT ST
BLOOMINGTON IL 617014240

CHRISTOPHER FROMAN
1005 E WASHINGTON
BLOOMINGTON IL 61701

CHRISTOPHER L NYWEIDE
1005 E JEFFERSON ST
BLOOMINGTON IL 617014142

DARRON & MELISSA NEWBILL
1027 E FRONT
BLOOMINGTON IL 61701

DAVE BURCHAM
PO BOX 1009
BLOOMINGTON IL 61702

DAVID G HUNT
1715 GREGORY ST
NORMAL IL 617612320

DAVID M & LISA M BARTON
1007 E JEFFERSON ST
BLOOMINGTON IL 617014142

DAVID MARQUARDT
1006 E FRONT ST
BLOOMINGTON IL 617013732

DENIS & MICHELLE SACKETT
204 DENVER ST
BLOOMINGTON IL 61701

DKNA LLC
700 W MAIN ST
EL PASO IL 617381471

DORETTA E GORDON
1014 E WASHINGTON ST
BLOOMINGTON IL 617014147

DOUGLAS CRAIG SALOKAR
1017 E JEFFERSON ST
BLOOMINGTON IL 61701

DOUGLAS DELONG
1016 E GROVE ST
BLOOMINGTON IL 617014204

DOYLE G & TERESA TJADEN
1004 1/2 E GROVE
BLOOMINGTON IL 61701

EDWARD RUHRUP
203 Denver St
Bloomington IL 617015531

ELIZABETH ALARCON
1013 E FRONT ST
BLOOMINGTON IL 617014239

ERIC D LAPAN
1014 E OLIVE
BLOOMINGTON IL 61701

ERIC J WILLIAMS
1017 E GROVE STREET
BLOOMINGTON IL 61701

FREDERICK H KUPPERSMITH
5 HIDDEN LAKE CT
BLOOMINGTON IL 617047285

GARY & DEBRA RETTIG
1108 E GROVE ST
BLOOMINGTON IL 61701

GREGORY D & KATHY L COOK
19446 E 850 NORTH RD
BLOOMINGTON IL 61704

HELEN A BENSON
1005 1/2 E WASHINGTON ST
BLOOMINGTON IL 617014146

JAMES A SHIRK GRV MCL
PO BOX 1549
BLOOMINGTON IL 617021549

JAMES A SMITH TRUST
2409 E WASHINGTON ST STE C1
BLOOMINGTON IL 617041610

JAMES D MEYER
1106 E OLIVE ST
BLOOMINGTON IL 617015551

JAMES K & KATHLEEN M SMITH
1020 E OLIVE ST
BLOOMINGTON IL 61701

JAMES T DEFENBAUGH
1015 E WASHINGTON
BLOOMINGTON IL 61701

JAMES T FINEGAN
111 W FRONT ST
BLOOMINGTON IL 617015004

JEAN E MENKEN
1024 E FRONT ST
BLOOMINGTON IL 617013732

JEFF PATTERSON
1012 E GROVE
BLOOMINGTON IL 61701

JEFFREY CAGLEY
1107 E WASHINGTON
BLOOMINGTON IL 61701

JEFFREY S LITTLE
1104 E WASHINGTON ST
BLOOMINGTON IL 617014149

JENNIFER M PLUMB DR
1116 E GROVE ST
BLOOMINGTON IL 617014211

JENNIFER R WILKES
1001 E WASHINGTON
BLOOMINGTON IL 61701

JESPER L JOSEFFSON
1011 E Washington St
Bloomington IL 617014146

JOANNE C BOSSINGHAM
PO BOX 34
MINIER IL 617590034

JODI BLOOMINGTON SF LLC
1716 R T DUNN DR STE 4
BLOOMINGTON IL 617018730

JOHN A CRABILL
1701 SWEETBRIAR
BLOOMINGTON IL 61701

JOHN E WYSSMAN
1011 E JEFFERSON ST
BLOOMINGTON IL 617014142

JOHN FROST
1107 E GROVE ST
BLOOMINGTON IL 617014210

JONATHAN M DEREW
1033 E FRONT ST
BLOOMINGTON IL 617013732

JOSEPH WILLIAM & KARLA JO
SAMUELSON
1019 E WASHINGTON ST
BLOOMINGTON IL 617014146

JUAN FRANCISCO RINCON
1009 E WASHINGTON ST
BLOOMINGTON IL 617014146

JUDITH K BASS
208 DENVER ST
BLOOMINGTON IL 617015532

JUDITH STEARNS
306 E LOCUST ST APT 5
BLOOMINGTON IL 617018425

KATHA KOENES
516 N MAIN ST
BLOOMINGTON IL 617013008

KATHERINE MCELDOWNEY
1017 E WASHINGTON ST
BLOOMINGTON IL 617014146

KATHLEEN CAMP
1103 E GROVE ST
BLOOMINGTON IL 617014210

KATHLEEN E SPAHN
1003 E FRONT ST
BLOOMINGTON IL 617014239

KEVIN DRAEGER
202 Grandview Dr
Normal IL 617613135

KEVIN WILTZ
1104 E GROVE
BLOOMINGTON IL 61701

LARRY L CALVERT
1115 E WASHINGTON ST
BLOOMINGTON IL 617014148

LARRY LOWERY
1010 E OLIVE
BLOOMINGTON IL 61701

LAUREN J SCHULTZ
1013 E GROVE ST
BLOOMINGTON IL 617014203

LISA BALOG
1008 E GROVE ST
BLOOMINGTON IL 617014389

M TIMOTHY & CAMILLE C LEARY
2911 GRANDVIEW DR
BLOOMINGTON IL 617044506

MARETTA T CLEM
1012 E WASHINGTON ST
BLOOMINGTON IL 617014147

MARK & RENEE DURST LIFFITON
1018 E FRONT ST
BLOOMINGTON IL 617014240

MARVIN MEWMISTER
1108 REDWOOD
BLOOMINGTON IL 61701

MARY MOORE
16 NORBLOOM AVE
BLOOMINGTON IL 617011950

MATTHEW N STERRETT
1011 E FRONT ST
BLOOMINGTON IL 61701

MCLEAN & SANDRA OBLESBY
1017 EAST FRONT ST
BLOOMINGTON IL 617013732

MICHAEL & JULIE RILEY
1015 E GROVE
BLOOMINGTON IL 61701

MICHAEL & PATRICIA GESKE
1020 E FRONT
BLOOMINGTON IL 61701

MICHAEL & SANDRA DOTY
1021 E FRONT ST
BLOOMINGTON IL 61701

MICHAEL FINN
1001 E GROVE ST
BLOOMINGTON IL 617014203

MICHAEL J & PAMELA S FOSTER
1105 E GROVE ST
BLOOMINGTON IL 617014210

MIKE FINN
1001 E GROVE ST
BLOOMINGTON IL 617014203

MILDRED L TJADEN
1108 ABERCORN ST
NORMAL IL 617615752

MYRANDA WHITMAN
1031 E FRONT ST
BLOOMINGTON IL 617014239

NICOLE & KEVIN W WILTZ
1104 E GROVE ST
BLOOMINGTON IL 617014211

PATRICIA J FERRILL
2514 TIMBER VIEW DR
BLOOMINGTON IL 617017842

PATRICIA MARTON
1114 E GROVE ST
BLOOMINGTON IL 617014211

PATRICIA MILLER
201 DENVER ST
BLOOMINGTON IL 61701

RAND H VEERMAN
6 THOMAS DR
NORMAL IL 617613958

RAY & IRENE DENBESTEN
PO BOX 72
BLOOMINGTON IL 617020072

RENEE RUFFIN
3003 MORNINGSIDE DR
BLOOMINGTON IL 617046237

RICHARD D FOX
1010 E GROVE ST
BLOOMINGTON IL 617014204

RICHARD K JACOBS
1012 E OLIVE ST
BLOOMINGTON IL 61701

RONALD E FERGUSON
3917 W EL PRADO BLVD
TAMPA FL 336298614

RUTH I PECK
501 Watford Dr
Bloomington IL 617041241

RYAN P & COURTNEY E MAGILL
1106 E GROVE ST
BLOOMINGTON IL 617014211

SALE BARN PROP WSH MCL
PO BOX 1549
BLOOMINGTON IL 617021549

SARAH WARGO
1023 E FRONT ST
BLOOMINGTON IL 617013732

SHAWN BOLS
1018 1/2 E FRONT ST
BLOOMINGTON IL 61701

SHIRK BARN PROP PSS
PO BOX 1549
BLOOMINGTON IL 617021549

STACEY MCGRAW
1018 E WASHINGTON ST
BLOOMINGTON IL 617014147

STEVEN DOBSKI
28 GRAPE VINE LN
BLOOMINGTON IL 617048529

SUE E MESCHER
1007 E WASHINGTON ST
BLOOMINGTON IL 617014146

SUSAN K SMITH TRUSTEE
1022 E WASHINGTON ST
BLOOMINGTON IL 61701

TENET & NAPAPORN MISSAKASAVAKE
1003 E Washington St
Bloomington IL 617014146

TERI J BRADSHAW
1101 E GROVE ST
BLOOMINGTON IL 617014210

TERRENCE M ONEIL
1008 E WASHINGTON ST
BLOOMINGTON IL 617014147

TERRY L ADREON TRUSTEE
9520 N 2200 East Rd
Downs IL 617369635

TIMOTHY WATSON
1016 E FRONT
BLOOMINGTON IL 61701

TROY OEHLER
1025 E FRONT ST
BLOOMINGTON IL 617013732

TYLER BOYER
1100 E GROVE ST
BLOOMINGTON IL 617014211

TYLER SEXTON
1016 E Olive St
Bloomington IL 617015549

VICENTE ADAME
1111 E GROVE ST
BLOOMINGTON IL 61701

WILBUR C LUDWIG
1526 BECKENHAM DR
BLOOMINGTON IL 617047629

YVAN J BACON
1026 1/2 E FRONT
BLOOMINGTON IL 61701

CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
MARCH 16, 2016

SUBJECT:	TYPE:	SUBMITTED BY:
SP-02-16 1015 ½ E. Front St.	Special use to allow a two-family dwelling	Katie Simpson, City Planner

REQUEST

The petitioner is seeking a special use to allow a two-family dwelling in the R-1C, High-density single family, zoning district. Two-family dwellings are allowed in this district with a special use.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: Frederick Kuppersmith

PROPERTY INFORMATION

Existing Zoning: R-1C, High Density Single-Family Residence District
Existing Land Use: Residential
Property Size: Approximately 4830 square feet (60' X 80')
PIN: 21-03-307-046

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single-Family Residence District
South: R-3A, Multiple-Family Residence District
East: R-1C, Single-Family Residence District
West: R-1C, Single-Family Residence District

Land Uses

North: Single-family dwelling
South: Mixed-use design studio and home
East: Single-family dwelling
West: Single-family dwelling

Analysis

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Application for a special use
2. Site Plan
3. Aerial photographs
4. Site visit

PROJECT DESCRIPTION

The subject site is commonly known as 1015 ½ E. Front Street and is located between McClun Street and State Street. The site exists within the R-1C High Density Single-Family Residential District. The district allows for densities of approximately 6.6 dwellings but requires a special use. Both duplexes and multi-family buildings are found elsewhere nearby. The existing lot is 4,830 square feet.

The lot was previously zoned R-2 Mixed Residential District and was improved with a two-family residence. In 1979, after rezoning the property to R-1C, the duplex at 1015 ½ E Front was allowed as a legal nonconformity. For several years the structure was used as a single family home, and consequentially, lost legal nonconforming status as a duplex.

To conform to regulations of the R-1C District, the petitioner is requesting a special use permit to allow for a two-family dwelling use. The petitioner proposes no changes to the existing structure or lot.

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 R-1C district contemplates single-family and two-family dwelling units, both of which currently exist on this block. The property previously operated as a legal nonconforming duplex. The petitioner is seeking to establish a duplex as a special use in conformance with the R-1C District.
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 property has existed as a two-family dwelling for several decades. No noticeable change or impact will be visible to 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 surrounding properties include both single-family and multi-family structures. The property previously existed as a two-family dwelling.
4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage currently exist and will 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; all ingress and egress is existing; no new access is proposed.**
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)** Section 44.10-4 requires a minimum lot width of 70 feet for a special use duplex permit. The lot, as it exists, is 60 feet wide and meets the minimum lot standards for the R-1C District. The lot is a legal lot and construction of the duplex was lawfully carried out prior to the amendment of the code. The petitioner proposes no changes to the existing structure, which has existed for decades as a two-family house. To require the petitioner to meet the minimum lot size for 44.10-4 would create undue physical hardship.

STAFF RECOMMENDATION:

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use. Staff recommends **approval** of the requested **special use** in Case SP-02-16.

Respectfully submitted,

Katie Simpson, City Planner

Attachments:

- Petition
- Exhibit A-Legal Description
- Draft Ordinance
- Site Plan
- Zoning Map
- Aerial Photos
- Site Photos
- Neighborhood Notice Map and List of Addresses Notified

DRAFT MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
Wednesday, March 16, 2016, 4:01 P.M.
Council Chambers, City Hall
109 East Olive Street, Bloomington, Illinois

Members present: Chairman Briggs, Mr. Ireland, Mr. Bullington, Mr. Kearney, Mr. Simeone, Mr. Brown, and Ms. Meek

Members absent: None

Also present: Mr. Tom Dabareiner, Community Development Director
Mr. George Boyle, Assistant Corporation Counsel
Ms. Katie Simpson, City Planner

Mr. Dabareiner opened the meeting at 4:01 p.m. and called the roll. With all seven members in attendance, a quorum was present.

PUBLIC COMMENT: None

The Board reviewed the minutes from February 17, 2016 and the minutes were **approved** unanimously, subject to two corrections.

Chairman Briggs explained the meeting procedures and introduced the staff present. Mr. Dabareiner stated all items were properly published.

REGULAR AGENDA:

SP-02-16. Consideration, review and approval of the petition submitted by Fredrick and Jean Kuppersmith for a Special use for a duplex under the Municipal Code 44.10-4. All for the property located at 1015-1/2 E. Front Street, R-1C Single Family Residential District.

Fredrick Kuppersmith, 5 Hidden Lake Court, owns the property at 1015-1/2 E. Front Street and was sworn in. Mr. Kuppersmith requested to reinstate the Special Use for a duplex. He provided background, noting that in the course of a full remodeling of the downstairs unit only a single unit was in use for a couple years, adding that the Special Use expired in that timeframe. The exterior of the building was also improved. It had been an apartment for about 60 years and Mr. Kuppersmith provided a history of the structure.

Vicki Tinervin, 1016 E. Grove, was sworn in. Ms. Tinervin noted she lives directly behind the property. She confirmed the subject property operated as a duplex before and that there were never any problems. Ms. Tinervin indicated she supports the reinstatement of the Special Use.

Ms. Simpson provided the staff report, stating that staff supports the request for a Special Use for a duplex. She provided an overview of the zoning on and near the property and noted other multi-family residential and duplexes were in the immediate neighborhood. She provided a photo of the property and a site plan, commenting that the property will function adequately as a duplex. She reviewed the findings of fact and recommended approval of the Special Use, with the slightly

narrower nonconforming lot width. Mr. Simeone asked why the Special Use request requires a 70 foot lot; Mr. Dabareiner explained the rationale for the 70-foot requirement is unclear but that the current lot is a lawful nonconforming lot. Ms. Meek asked why the property stopped being a duplex; Mr. Dabareiner noted that because it was vacant for a significant period of time the property lost its status to maintain a duplex.

Chairman Briggs requested a roll call vote on the Special Use Case SP-02-16, which was **approved** by a 7-0 vote as follows: Mr. Ireland—aye; Mr. Bullington—aye; Mr. Kearney—aye; Mr. Simeone—aye; Mr. Brown—aye; Ms. Meek—aye; Chairman Briggs—aye. A positive recommendation will be sent to Council, reported Chairman Briggs.

OTHER BUSINESS:

NEW BUSINESS:

Chairman Briggs reminded everyone of the need to complete the financial interest form.

ADJOURNMENT: 4:29PM

Respectfully,

Tom Dabareiner AICP

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM: 7Q

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on October 1, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on October 1, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On March 8, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Jordan Steidinger and Rachel Hettinger to allow moderate consumption of alcohol at their October 1, 2016 wedding reception to be held at Miller Park Pavilion.

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

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

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

Motion carried, (viva voce).

Commissioner Renner encouraged Ms. Hettinger to attend the City Council meeting on April; 11, 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 8, 2016 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: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Jay Tetzloff, Director of Parks Recreation and Cultural Arts
Cherry L. Lawson, City Clerk

Legal Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

ORDINANCE NO. 2016 -

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION AT MILLER PARK PAVILION ON OCTOBER 1, 2016**

WHEREAS, Jordan Steidinger and Rachel Hettinger are planning to hold their wedding reception at Miller Park Pavilion from 4:00 p.m. to 10:00 p.m. on October 1, 2016; and

WHEREAS, Jordan Steidinger and Rachel Hettinger 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, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within 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 as those ordinances pertain to the Miller Park Pavilion, for the duration of the wedding reception at Miller Park Pavilion on October 1, 2016 from 4:00 pm to 10:00 pm.

Section 2: Except for the 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 of the Bloomington City Code.

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 11th of April, 2016

APPROVED this ____ day of April, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

From:
To: Andrew Coffey <acoffey@cityblm.org>

Date: Monday, February 08, 2016 03:48PM
Subject: Re: wedding request for liquor license

Inviting 200 but with no shows anywhere 150-200. Yes 4-10 pm sounds correct. Sorry I left that out. Yes and one of us will be there . Thank you so much

Sent from my iPhone

On Feb 8, 2016, at 3:43 PM, Andrew Coffey <acoffey@cityblm.org> wrote:

Hello,

This will be placed on the March 8th Liquor Commission at 4pm in City Hall 109 E Olive St. Someone must attend that meeting to address the commission.

How many guests are you expecting? I assume that the reception will last longer then an hour? I would hazard 4pm to 10pm?

Thanks,

Andrew Coffey
Support Staff IV
City Clerk's Office
(309) 434-2240

CityBLM.org - [Facebook](#) - [Twitter](#) - [YouTube](#)

To: cityclerk@cityblm.org
From:
Date: 02/08/2016 03:14PM
Subject: wedding request for liquor license

Hi,

I am requesting a liquor license for a wedding on Oct 1, 2016 at Miller Park Pavilion in Bloomington, IL. The time is still to be determined but for sure between 4:00- 5:00 p.m. Famous Dave's in Bloomington, IL will be catering the venue along with the alcohol if permission is granted. If you have question for Famous Dave's our contact person is Dave the General Manager.

The brides name is : Rachel Hettinger The grooms name is : Jordan Steidinger. My phone number if you have any questions is or if I am unable to answer you may call my mom and her phone number is .



REGULAR AGENDA ITEM NO. 8A

- A. Public Hearing for Cable Television Franchise with CMN-RUS, INC. (Metronet).
 - (a) Open Public Hearing
 - (i) Staff Overview (*Presentation by David Hales, City Manager and Austin Grammer, Economic Development Coordinator 5 minutes*)
 - (ii) John Campbell, Corporate Counsel, Metronet (5 minutes)
 - (iii) Public Comment
 - (iv) Close Public Hearing

CITY OF
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM NO. 9A

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of approving an Ordinance Ratifying a Cable Television Franchise Agreement with CMN-RUS, INC. (Metronet).

RECOMMENDATION/MOTION: That the Ordinance approving and authorizing entering into and executing a Cable Television Franchise Agreement with CMN-RUS, INC. be approved and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND & OVERVIEW: CMN-RUS, INC. (“Metronet”) of Evansville, IN has requested a Cable Television Franchise with the City of Bloomington to offer Fiber-To-The-Home (FTTH) broadband Internet, voice, and video services to residential and business customers in the City.

Unlike existing service offerings in the city from Comcast and Frontier which use copper cable, Metronet seeks to deploy a 100% fiber optic network throughout the City which would connect directly to its customers’ homes or place of business. This level of service would be similar to the “Google Fiber” service which is offered in Austin, TX, Kansas City, and Provo, UT, and also similar to the UC2B fiber Internet service offered in Champaign-Urbana and the iTV-3 service offered in the Peoria, IL area.

Cable television companies enter into agreements with municipalities which permit the firms to use the city right-of-way for cable installation in return for payments to the City for that privilege. Any company such as Metronet which desires to “overbuild” (install its own equipment in the City right-of-way) is entitled to operate in the City provided that it enters in a Franchise Agreement which could also be considered a rental agreement for the use of the city right-of-way.

Under the Illinois Municipal Code, Metronet’s request to obtain a cable television franchise with the City requires the City to hold a Public Hearing to determine whether granting an additional

franchise would be appropriate (65 ILCS 5/11-42-11), because both Comcast of Illinois/Indiana/Ohio, LLC, and i-TV3 Inc. each already have a Cable Television Franchise with the City.

During the Public Hearing, the City Council must consider the following:

- The public need for an additional cable television franchise;
- The capacity of the rights-of-way to accommodate the equipment and infrastructure required by the additional franchise;
- The potential disruption to existing users of public rights-of-way due to the construction for or provision of services pursuant to the additional franchise;
- The long term economic impact of the additional franchise; and
- Any other factors the Council deem appropriate.

Following the hearing, the Council will need to make findings of fact with respect to each of the foregoing factors and ultimately decide whether to permit Metronet's request for a franchise agreement. The attached Ordinance includes those findings of fact the Council will need to make following the Public Hearing that satisfy statutory requirements. The Council must make findings of fact regarding these factors before the City may enter into a franchise agreement with Metronet.

Assuming the Council does find facts supporting a Cable Television Franchise with Metronet, City officials and staff have negotiated with representatives of Metronet to achieve a fair and beneficial agreement that is compliant with the law. The proposed agreement is based on the City's existing franchise agreements with Comcast and i-TV3 and provides for franchise fee revenues as allowed under law. A few minor modifications were requested by Metronet to reflect the financial and marketplace realities faced by Metronet (or any new service provider to the City) in an effort to promote increased competition in the city which will ultimately lead to more choices for consumers, faster Internet speeds in residential areas, and lower prices for consumers. Staff is supportive of the modifications requested by Metronet as, in recent years, numerous city residents have expressed a desire for the local deployment of FTTH / Gigabit digital video and Internet service. The City's Comprehensive Plan 2035 recommends that the City "encourage increased accessibility to state-of-the-art telecommunication and broadband networks" by "encouraging competition for telecommunications broadband services by prohibiting exclusionary contracts" (page 189 – see attached). The Federal Communications Commission (FCC) and the US Department of Justice Anti-Trust Division agree that promoting flexible build-out requirements for new market entrants results in more efficient competition and increased consumer choice which ultimately lead to lower prices for consumers and improved service offerings.

Based on extensive negotiations with the representatives of Metronet led by the City's Special Counsel Tim Palen, support from the 2035 Comprehensive Plan to increase competition in the City for telecommunications services, and public desire for FTTH / Gigabit Internet service, if the City Council makes findings of fact in accord with those proposed in the Ordinance, staff recommends the Council confirm such findings and adopt the agreement by passing the Ordinance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Appropriate Department Heads have provided input on the proposed Cable Television Franchise Agreement. Staff has also had discussions with counterparts at the Town of Normal and the Central Illinois Regional Broadband Network (CIRBN). Additional feedback has been solicited from multiple firms that currently provide broadband Internet and communications services to business and residential customers in the City.

FINANCIAL IMPACT: The amount received as compensation is consistent with previous cable TV franchise agreements and is the maximum permitted by federal law in the absence of specific findings of fact by the City showing the costs to the City of administering the franchise agreement justify a higher amount.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Timothy Palen, Special Counsel
Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Metronet Presentation
- Page 189 of the City of Bloomington Comprehensive Plan: Telecommunications and Broadband Networks.
- Ordinance approving the Cable Television Franchise Agreement by and between the City of Bloomington and CMN-RUS, INC.
- Cable Television Franchise Agreement by and between the City of Bloomington and CMN-RUS, INC.

Motion: That the Ordinance approving and authorizing entering into and executing a Cable Television Franchise Agreement with CMN-RUS, INC. be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY COUNCIL MEETING BLOOMINGTON, IL

METR**ON**ET
THE POWER OF FIBER

April 25, 2016

METRONET COMPANY OVERVIEW

BUILDING GIGABIT COMMUNITIES

ABOUT METRONET

BUILDING GIGABIT COMMUNITIES

Slide 3

- Headquartered in Evansville, IN
- Provider of fiber-based voice, video and data services
- Customer-focused: “Passion to Serve”
- FTTP over-builder (Fiber to the Premise)
- Fiber optic network
 - Coverage for more than 145,000 homes and businesses
 - Over 48,000 subscribers/customers
 - Directly connected to each home and business using “next gen” fiber optic cable
 - Our communities are some of the first in the nation to receive access to a 100% fiber optic network



RESIDENTIAL PRODUCTS

GIGABIT INTERNET & FIBER PHONE

Slide 4

■ Fiber-Speed Internet

- Metronet's 100% fiber optic network delivers blazing fast internet speeds
 - Service offerings:
 - 30Mb/15Mb to 1,000Mb/100Mb



■ Features and Options:

- Wireless Home Networking – Connect up to 5 computers (4 wirelessly)
- Example of Fiber Direct – Providing Purdue University students and professors with a direct 100Mbps/100Mbps connection to Purdue's network (Peering functionality)

- IPTV – Whether you're watching in HD or Standard Definition, you'll get a more spectacular picture. That's because our 100% fiber option connection delivers more data and extra clarity to your TV (240+ Channels with 128 HD Channels)

■ Fiber Phone

- 100% Fiber Phone service from Metronet delivers crystal-clear, reliable quality.
- Features: 17 Calling Features and Free Long Distance



BUSINESS PRODUCTS

Slide 5



- Hosted PBX
- PRI/Metro Ethernet
- Fiber Internet
 - 20Mb to 1 Gig
 - Symmetrical & Asymmetrical Speeds available
- Fiber WAN (On-net and Off-net)
 - Metronet's Fiber WAN offers a highly secure connection and the ability to connect to multiple locations at various scalable bandwidth up to 10 Gig
- IPTV Services
 - Basic, Economy, & Standard Tiers
- Cell Back Haul
- Firewall/Security Services
- Plan to develop a Next Gen Business Solutions Group
 - Target enterprise sized customers

THE BENEFITS FOR BLOOMINGTON, IL

Slide 6

- Economic Development Infrastructure
 - World Class Broadband Networks
 - Gigabit City designation (including to the home)
 - Key economic development tool – fosters job creation, innovation, economic growth
 - Future proof – virtually limitless bandwidth
 - Platform for leading edge, global technology (telemedicine, distance learning, smart home, smart city)
 - Privately funded
 - High Level of Customer Service
 - Local Presence (Community Partner)
- Additional Competition

UEW-1.4 Encourage increased accessibility to state-of-the-art telecommunications and broadband networks.

METRICS

- Broadband coverage ↑
- Broadband costs ↓
- # of service providers ↑
- # of types of providers ↑
- # of provider agreements for equipment co-location ↑
- City code revision to include location guidelines and requirements

UEW-1.4a Require cooperation between telecommunications providers, including location of nodes and transmitters in accordance with State & Federal regulations. Stipulate wireless & WiFi broadcasting that does not interfere with other bands, including safety and law enforcement, common devices or sight lines. Create a regional telecom/broadband plan to proactively address the issue. *City of Bloomington, short*

UEW-1.4b Stipulate easement/right of way location for new construction and upgraded infrastructure for provisioning of existing and proposed telecommunications & broadband services. Include access for existing and proposed services in all new construction. *City of Bloomington, short-medium*

UEW-1.4c Periodically review and enforce permits/contracts/franchise agreements with the service providers. *City of Bloomington, ongoing*

UEW-1.4d Encourage competition for telecommunications and broadband services by prohibiting exclusionary contracts. *City of Bloomington, short-medium*

PARTNER AGENCIES

Frontier, Comcast, CIBN, other telco providers, Illinois Commerce Commission



The Need for Speed

A NEW FRAMEWORK for
TELECOMMUNICATIONS POLICY
for the 21st CENTURY



ORDINANCE NO. 2016 – ____

**AN ORDINANCE APPROVING AND AUTHORIZING ENTERING INTO AND EXECUTING A
CABLE TELEVISION FRANCHISE BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS
AND CMN-RUS, INC.
(Metronet)**

WHEREAS, the City of Bloomington (“the City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the City currently permits Comcast of Illinois/Indiana/Ohio, LLC (“Comcast”) and i-TV3, Inc. (“i-TV3”) to operate a Cable Television Franchise within the City; and

WHEREAS, CMN-RUS, INC. (“Metronet”) has applied to the City to enter into an additional Cable Television Franchise Agreement on the terms set forth in the Cable Television Franchise Agreement attached hereto as “Exhibit A” (the “Franchise Agreement”); and

WHEREAS, representatives of Metronet and the City have negotiated the terms of the Franchise Agreement and the City finds them to be acceptable and in the best interest of the residents of the City; and

WHEREAS, the City provided Comcast and i-TV3 with a copy of the proposed franchise agreement being negotiated with Metronet for review and comment by Comcast and i-TV3 for purposes of ensuring parity between each of the company’s agreements with the City as required by law; and

WHEREAS, pursuant to 65 ILCS 5/11-42-11, the City Council has held a Public Hearing on April 25, 2016 with respect to authorizing an additional Cable Television Franchise Agreement after the City published and posted prior notice regarding this Public Hearing; and

WHEREAS, at the conclusion of the Public Hearing, the City Council made certain findings of fact regarding the proposed additional Cable Television Franchise Agreement as provided below; and

WHEREAS, the City Council believes it would serve the public benefit and welfare to enter into a Franchise Agreement with Metronet, as the additional Cable Television Franchise Agreement, to secure and confirm the City’s and its residents’ rights and protections regarding the provision of cable television by Metronet within the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, Illinois, as follows:

Section One: The foregoing recitals are found to be true and correct.

Section Two: The City Council hereby finds that there exists a public need for the additional Franchise Agreement proposed by Metronet.

Section Three: The City Council hereby finds that the City’s public rights-of-way can accommodate the additional infrastructure of the type required for the Franchise Agreement.

Section Four: The City Council hereby finds that existing users of the public rights-of way will experience negligible disruption while Metronet completes its construction of infrastructure within the rights-of-way to provide cable television services within the proposed franchise area.

Section Five: The City Council hereby finds that the entry of Metronet into the cable television market pursuant to the Franchise Agreement will foster healthy competition among providers, resulting in an economic impact that may reduce the cost of such services in the City of Bloomington over the long term.

Section Six: The City Council hereby finds that entering into the Franchise Agreement will reduce uncertainty and risk of loss for the City by confirming the City's and its residents' rights and protections with respect to Metronet's operation within the proposed franchise area.

Section Seven: The City Council hereby finds that Metronet has entered into other local franchise areas such as Plainfield, Illinois and over fifteen other communities in the State of Indiana with apparent success and the approval of affected citizenry.

Section Eight: The City Council hereby finds that entering into the Franchise Agreement with Metronet will generally benefit the City.

Section Nine: Metronet is awarded the additional Cable Television Franchise Agreement, as provided in the Franchise Agreement (Exhibit A).

Section Ten: The Mayor and City Clerk are hereby authorized and directed to execute an agreement on behalf of the City authorizing Metronet to establish and operate a Cable Television Franchise within the City under the terms and conditions set forth at "Exhibit A" (the Franchise Agreement), attached hereto, together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the Franchise Agreement with Metronet until such time as an executed original of such documentation has been delivered to Metronet.

Section Eleven: The Mayor or his designee shall have authority to take such other and further actions as are necessary to effectuate its terms.

PASSED this ____ day of April, 2016.

APPROVED this _____ day of April, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF BLOOMINGTON
And
CMN-RUS, INC.

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Bloomington, Illinois (hereinafter, the “City”) and CMN-RUS, Inc.. (hereinafter, “Grantee”) this ____ day of _____, 2016 (the “Effective Date”). The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean CMN-RUS, Inc.

“Grantee’s Buildout Requirements” means the minimum density, predicted customer penetration, and competition requirements for Grantee to construct a defined geographic area

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the City.

“Public, Educational and Government (PEG) Access Programming” shall mean noncommercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

“Qualified Household” shall mean any single family residential home where a resident has agreed in writing to Grantee’s standard terms and conditions of service including, if applicable, any reasonable deposit requirements and standard installation fees, as a condition of requesting Cable Service from Grantee.

“City” means the City of Bloomington, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be Twenty (20) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee – regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.3. Pursuant and in addition to Title/Chapter 38 of the City of Bloomington Municipal Code, during the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the City, provided that Grantee shall have timely made all payments to the City pursuant to Section 5.1 of this Franchise Agreement.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title/Chapter 38, entitled “Streets, Sidewalks And Other Public Ways,” of the City of Bloomington Municipal Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective video cable providers in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective video cable providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Improvements of Public Way. The Grantee agrees that it shall, upon reasonable notice by the City and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, facilities, or equipment when required to do so by the City because of public health, safety and welfare improvements as deemed necessary by the City. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other video cable providers utilizing the Public Way.

3.4. Undergrounding and Beautification Projects. In the event all video cable providers utilizing the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate at the Grantee's own expense in the planning and relocation of its aerial facilities contemporaneously with other video cable providers. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other video cable providers utilizing the Public Way.

3.5. The Grantee shall relocate its facilities within ninety (90) days of written notice by the City of the necessity to relocate its facilities. If, when given written notice to relocate its facilities by the City per this section, the Grantee fails to comply with the relocation request, then the City shall cause said relocation work to be performed by a contractor of its choice and shall be entitled to recover all costs for said relocation work, including but not limited to construction, engineering, legal, material, labor, restoration, land acquisition and inspection expenses, from the Grantee.

3.6. The Grantee agrees to obtain permit approval from the City for all installations to be located on City property or right of way and shall perform all work, including but not limited to excavation, backfilling, restoration, seeding, and trenchless installations, according to City requirements and specifications.

3.7. The Grantee agrees to provide proof of insurance for all work performed on City property or right of way and shall list the City as an additional insured.

SECTION 4: Service Obligations

4.1. General Service Obligation. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and, upon completion of construction will be capable of providing, Cable Service to residential Customers throughout the Franchise Area. After completion of construction of the Cable System, Grantee shall continue to make Cable Service available in the Franchise Area throughout the term of this Agreement and, subject to Section 4.2 below, Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise..

4.1.1. Notwithstanding anything to the contrary in this Agreement, if any section in the Franchise Area does not meet Grantee's Buildout Requirements at the time of the initial construction of the Cable System or after completion of the Cable System, Grantee may require a minimum of fifteen Qualified Households to request Cable Service from Grantee within 1200 feet of Grantee's distribution cable prior to making Cable Service available in the proposed section. If Grantee does not provide Cable Service to any section of the Franchise Area, upon request by the City, Grantee shall specify the reason for not extending its Cable System to such section and will work in good faith with the City to discuss options to extend Cable Service to such section.

4.1.2. Where economically feasible, Grantee shall use commercially reasonable efforts to obtain rights from private property owners to provide Cable Service to duplexes, apartments, rented homes and buildings requesting Grantee's Cable Service.

4.1.3. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, or technical equivalent as amended from time to time.

4.3. New/Planned Developments. The City shall provide the Grantee with written notice of the issuance of building permits within the Franchise Area for projects requiring undergrounding of cable facilities. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's rights-of-way. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches. The City shall also provide the Grantee with summaries of all planned developments in the City at the same time as provided to all utilities or other like occupants of the City's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.4. Annexations. The City shall notify the Grantee of all annexations by the City; and of any and all planned developments in areas expected to be annexed at the same time the City informs utilities or other like occupants of the City's rights-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of actual and planned annexations, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise. The parties agree that Grantee's Franchise and Franchise Fee obligations with respect to annexations are as set forth in the Counties Code – 55 ILCS 5/5-1095(a) – as amended from time to time; and that the period for which franchise fees shall continue to be paid to the county shall commence on the later of the date on which the Grantee was informed of the annexation or the actual date on which the annexation occurred. The City shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. Service to School Buildings. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible school Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to State accredited K-12 public and private schools not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.5.2. Service to Governmental Facilities. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible governmental entity, Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to municipal buildings located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the City for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The City agrees to indemnify

and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the City would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the City may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the City up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the City conducts a public hearing on the proposed amendment; (iii) the City approves the amendment by ordinance; and (iv) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the City pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the City, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the City approves the amendment by ordinance; and (d) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2 Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a

tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The City and/or its designee may be required to execute a nondisclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 65 ILCS 5/11-42-11.05.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under the State of Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Grantee shall notify the City of any change in ownership of the Cable System within 30 days of any transfer of ownership totaling more than 51% of the Cable System.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and one million dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be noncancelable except upon thirty (30) days prior written notice to the City. The Grantee may meet the insurance

minimum amounts through direct or umbrella coverage which meets or exceeds the total minimum insurance levels for all types of insurance. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within ten (10) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the City, its officers, employees and agents.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity The Grantee shall provide capacity for the City's Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City utilizes two Channels which are time shared with the Town of Normal. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel(s) may be carried on the Grantee's basic digital service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over channel(s) by designating it for PEG use. However, the PEG channel(s) are, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel(s) among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the PEG Channel(s) except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from Schools and/or City facilities; or at such time that the City determines that it wants to change or upgrade a location from which PEG access programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited to, the following: a. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or b. where there existed circumstances reasonably beyond the control of the Grantee and

which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701
ATTN: Mayor Tari Renner
With a copy to:

Jeff Jurgens
Corporation Counsel
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

To the Grantee:
CMN-RUS, Inc.
3701 Communications Way
Evansville, IN 47715
ATTN: President
With a copy to:

CMN-RUS, Inc.
8837 Bond Street
Overland Park, KS 66214
ATTN: Legal Department

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and

communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.9. Reopener. The parties recognize the City has multiple franchise agreements with video cable providers for utilization of the Public Way. The parties further recognize the duration and termination dates of said agreements will not necessarily coincide. At any time following execution of this Agreement, when a video cable provider franchise agreement is being negotiated or re-negotiated by the City, and contemplated provisions of said agreement would be a deviation from this Agreement, Grantee agrees to re-open the terms of this Agreement for negotiation and inclusion of the contemplated provisions. The parties agree to negotiate in good faith to reach an agreement regarding said provisions and agreement shall not be unreasonably withheld.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Bloomington:

CMN-RUS, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



REGULAR AGENDA ITEM NO. 9B

Presentation regarding Connect Transit Comprehensive Operational Analysis and Route Restructure Plan. *(Presentation by Andrew Johnson, General Manager, Connect Transit 10 minutes, Council discussion 15 minutes)*

Route Restructure and Service Expansion

Route Restructure

Comprehensive Operational Analysis Goals

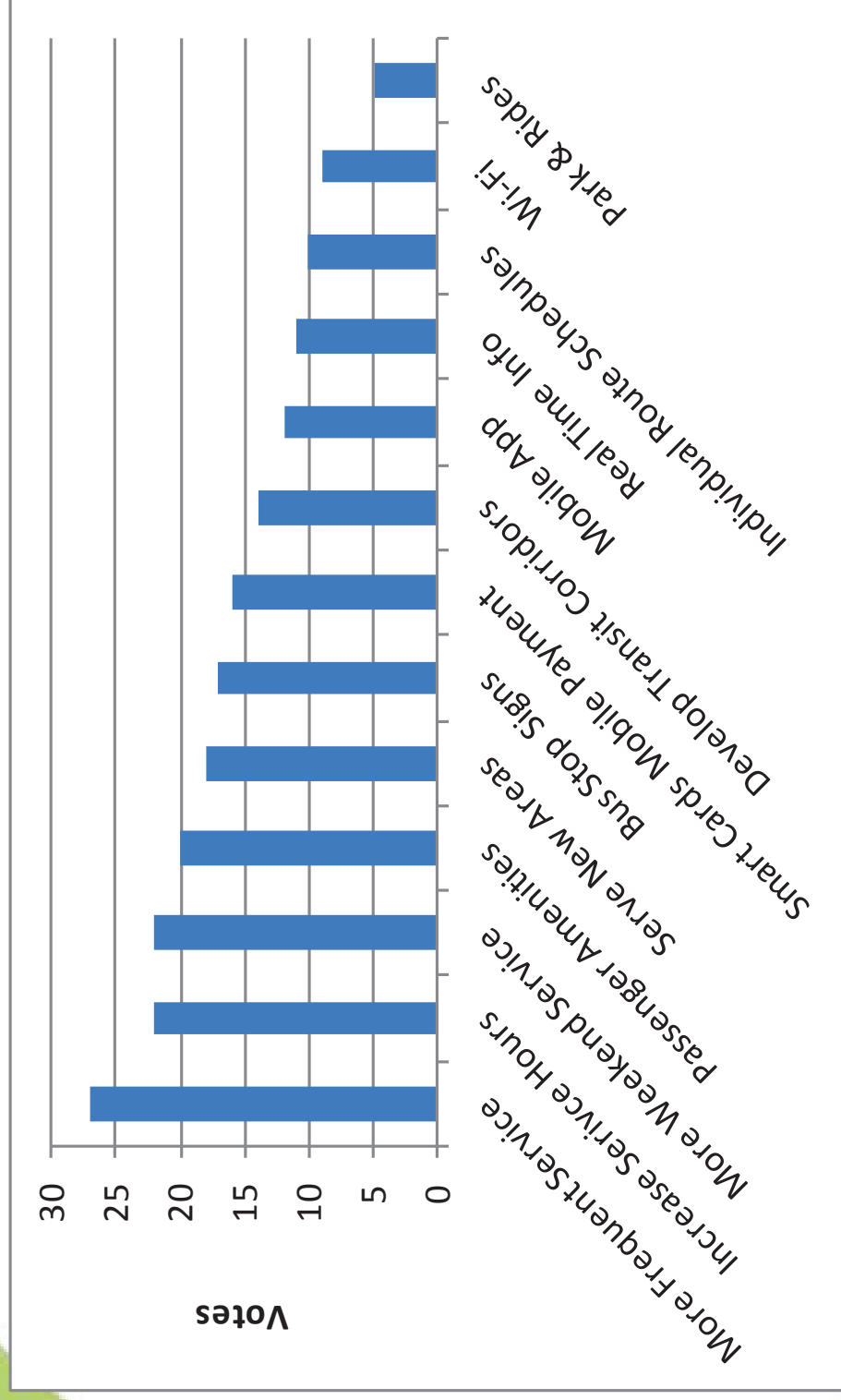
- Supports and meets the needs of transit riders in Bloomington-Normal
- Provides an attractive mobility option for as many residents and visitors of Bloomington-Normal as possible
- Builds upon recent capital investments and amenity enhancements
- Is operated in a cost effective and efficient manner

Route Restructure

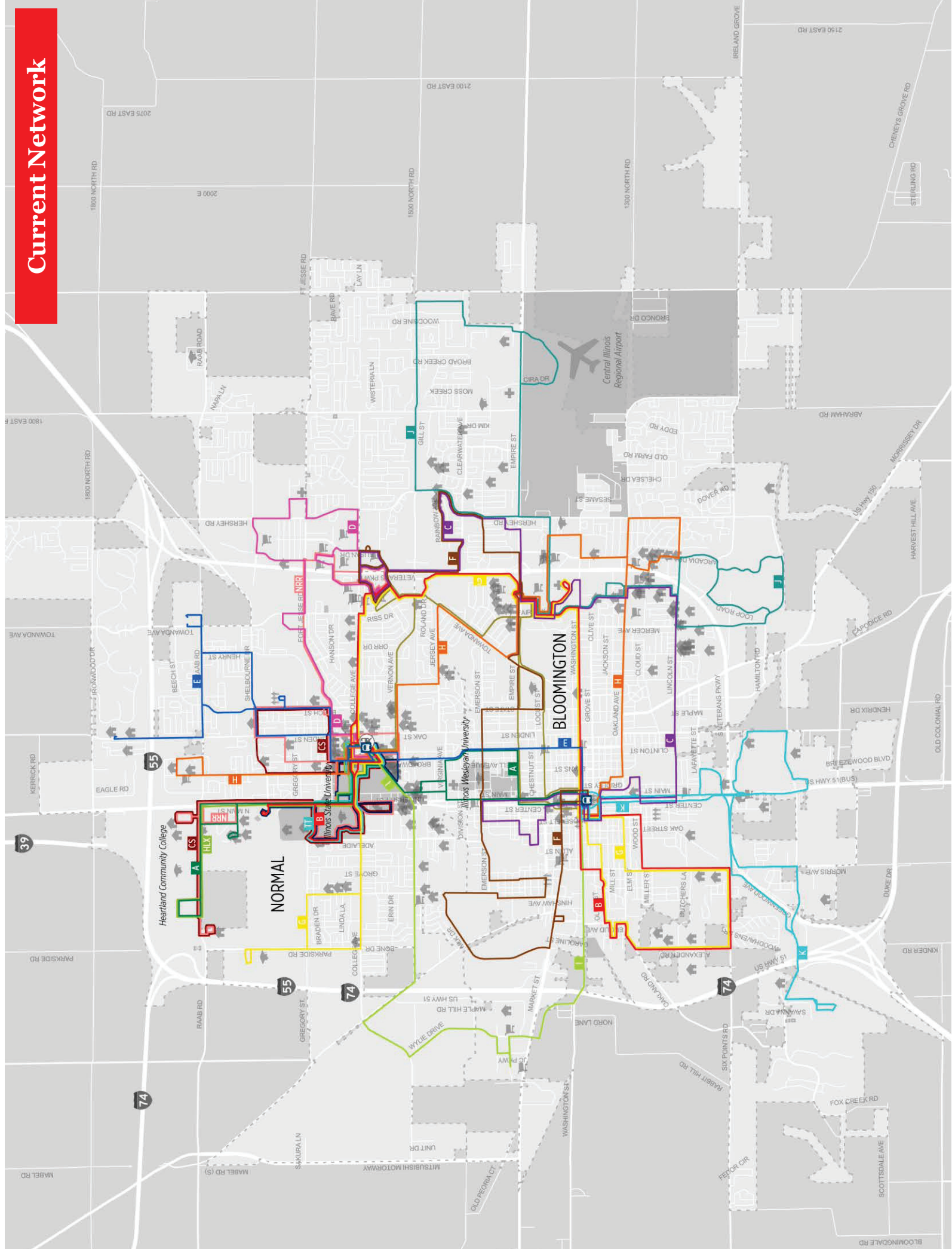
GUIDING PRINCIPLES OF ROUTE RESTRICTURE

- Service Should be Simple
- Service Should Operate at Regular Intervals
- Routes Should Operate Along a Direct Path
- Routes Should be Symmetrical
- Routes Should Serve Well Defined Markets
- Service Should be Well Coordinated

Stakeholder Input



Current Network



Proposed Network (Final)

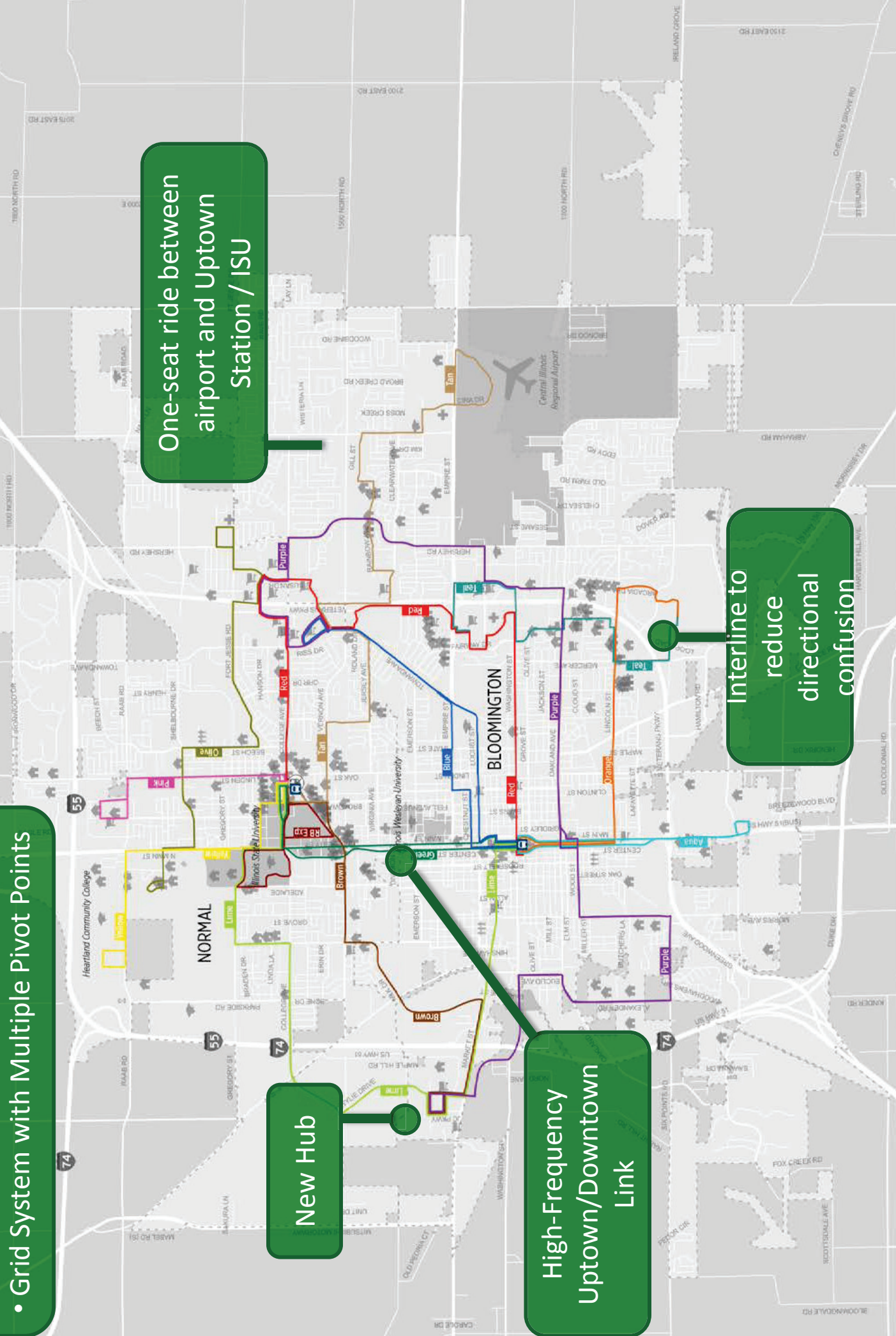
- Simplified Service Network
- Mostly Bi-directional Service
- Grid System with Multiple Pivot Points

One-seat ride between
airport and Uptown
Station / ISU

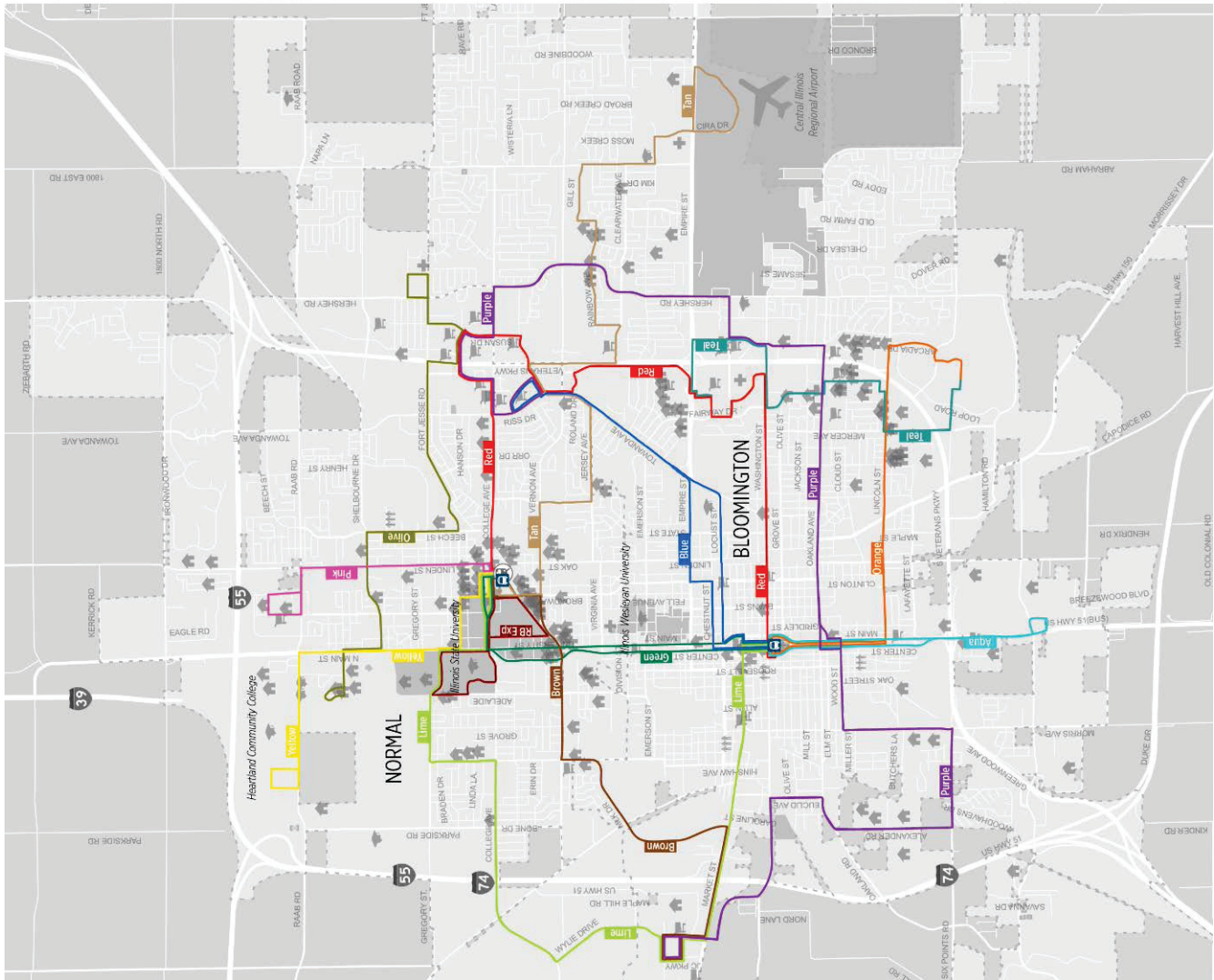
Interline to
reduce
directional
confusion

New Hub

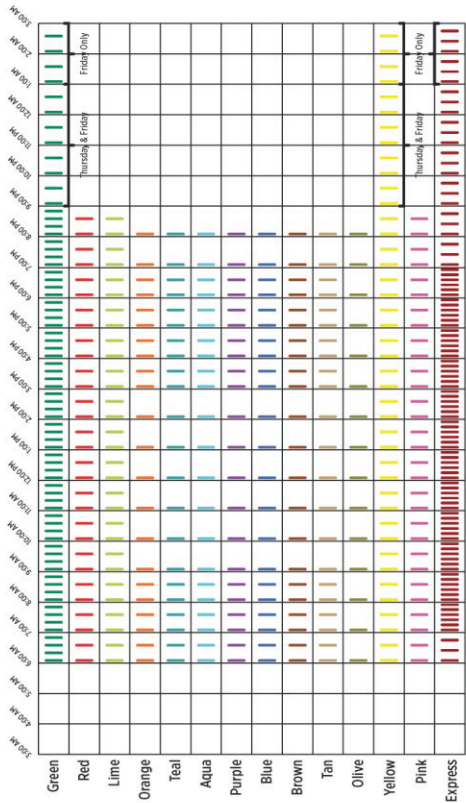
High-Frequency Uptown/Downtown Link



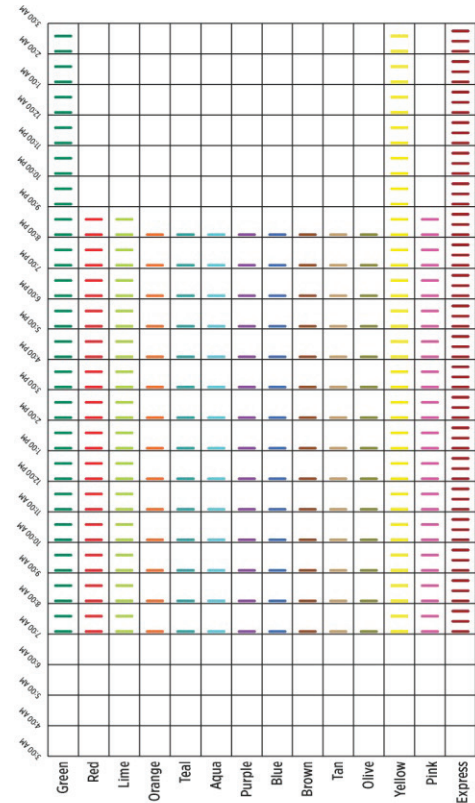
Proposed Service Plan



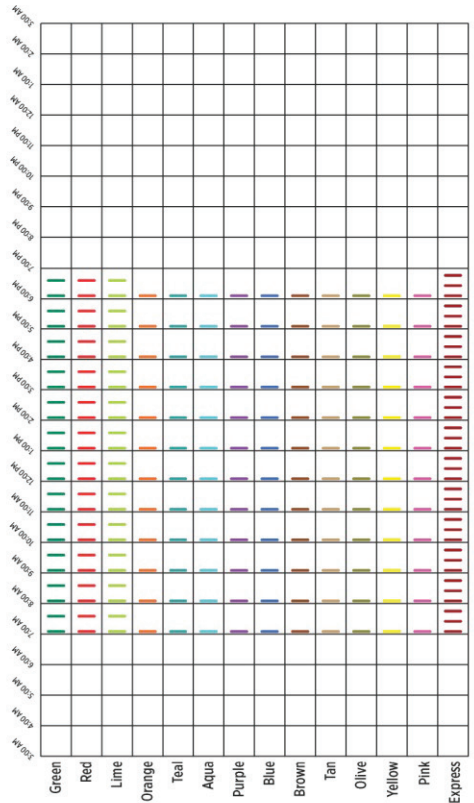
Weekday



Saturday



Sunday



Route Restructure

57% of Bloomington-Normal residents will have increased weekday service

- Similar overall change in both Bloomington and Normal
- Residents of neighborhoods with the greatest increase in service have lower household income than the McLean County average
- No disparate impact on low income or minority residents

Weekday ridership is estimated to increase by 19%

Route Restructure

- Fourteen streamlined routes providing 15 to 30 minute service during weekdays
- Sunday service will operate from 7am to 7pm
- Sunday service will cost one million dollars and the local sales tax will cover this expense

Future Service Expansion

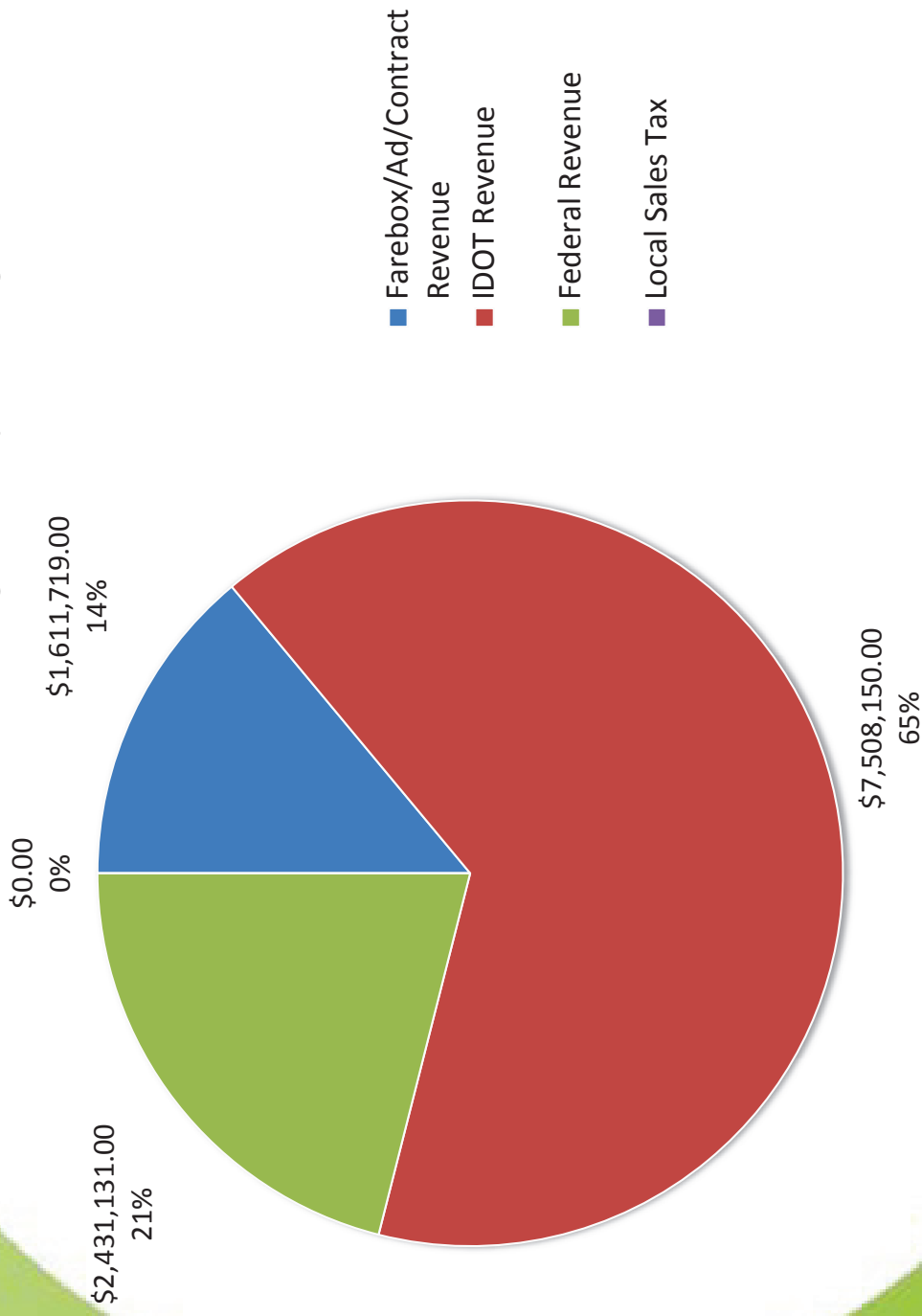
- Connect staff will monitor ridership on the new routes for the first year
- Any service expansion would provide higher frequency on routes during peak service hours
- Service expansion will be based on service standards approved by Board of Trustees

Budget Highlights

	FY 2016 Annual Budget	FY 2017 Proposed Budget
Operations Supervision	4	6
Dispatchers	8	10
Drivers - Full Time	74	96
Drivers - Part Time	2	2
Maintenance Supervision	4	4
Maintenance	13	16
Administrative	16	17
Total	121	151
Fixed Route Revenue Hours	93,524.00	117,484.00
Fixed Route Revenue Miles	1,236,594.00	1,280,696.00

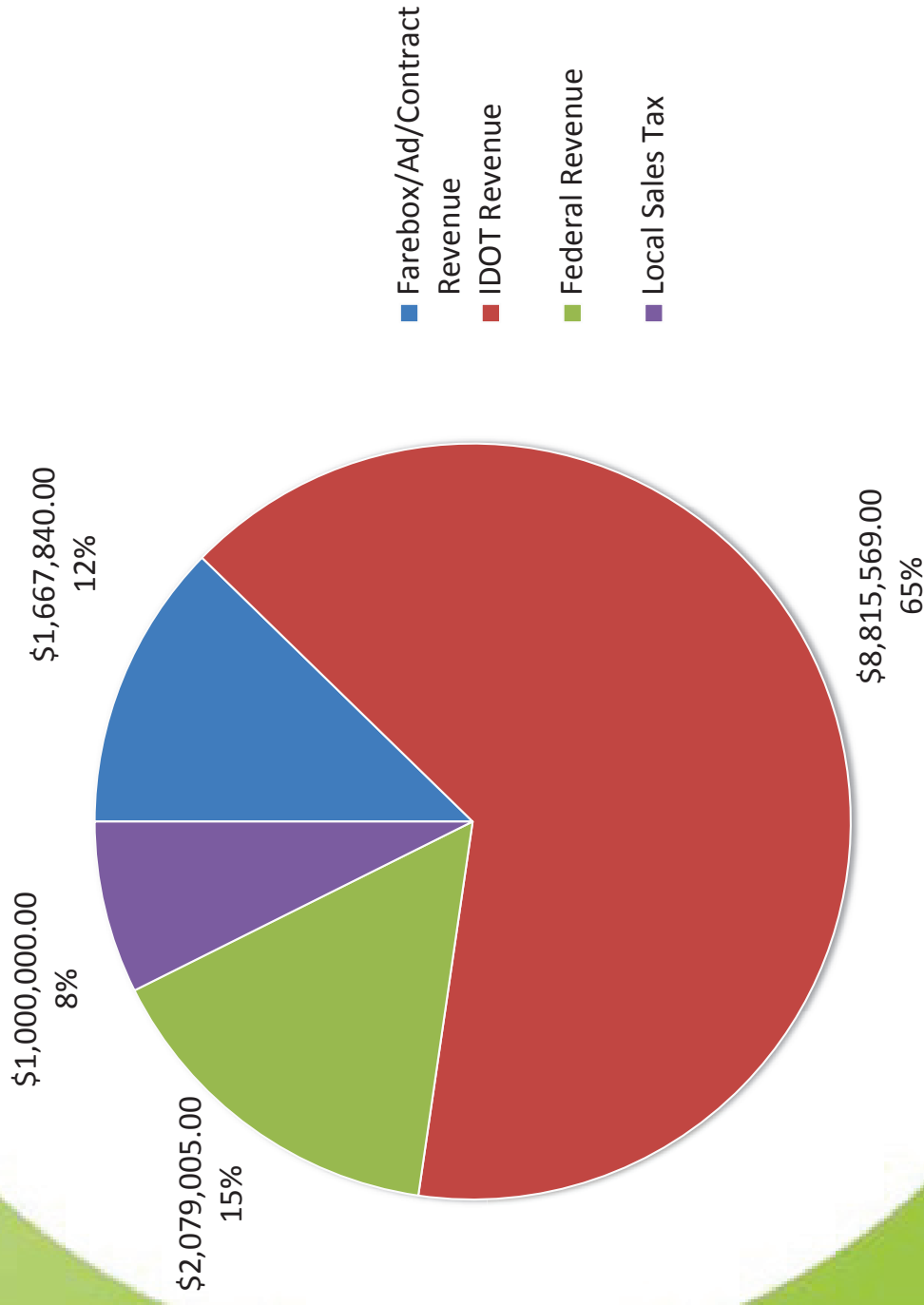
Budget Highlights

Connect Transit FY2016 Budgeted Operating Revenue



Budget Highlights

Connect Transit FY2017 Budgeted Operating Revenue



Budget Highlights

- Local sales tax dollars of \$1 million is being leveraged for an additional \$1,305,597 of IDOT revenue to provide Sunday service and increase frequency during weekday service
- Local sales tax dollars will reduce the 5307 federal operating funds by \$456,959

Budget Highlights

- Local sales tax dollars will allow Connect to free-up \$543,041 of 5307 federal funding for capital expenditures.
 - This will help reduce an approximate 10 million dollar back-log of capital costs for bus replacement

Next Steps

- The route restructure public hearing is scheduled on May 2, 2016, at 4:30pm, at the Uptown Station 4th Floor Multipurpose Room.
- The final vote on the route restructure by the Connect Transit Board of Trustees will be held on May 3, 2016.

Next Steps

- If Connect Transit Board of Trustees approves the route restructure the changes will take place in August of 2016. Sunday service will commence at this time as part of the restructure.
- Connect staff is developing a marketing and awareness campaign for the new routes and service.

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 9C

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of approving an Ordinance Increasing Liquor License Fees.

RECOMMENDATION/MOTION: That the Ordinance increasing liquor license fees be adopted and authorize the Mayor and City Clerk to execute the necessary documents.

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: The last time the City raised liquor license fees was in 1982. The proposed Ordinance would increase liquor license fees over a three year period beginning January 1, 2017. The licenses with the highest fees (CA, EA, RA, ST and TA Class Licenses) would go from the current fee of \$1,760 to \$2,100 in 2017, \$2,400 in 2018, and \$2,700 in 2019. In many cases the fees charged by the City, even with the increases, are less than neighboring jurisdictions. For example, a restaurant license in Champaign currently can range anywhere from \$2,400 to \$5,000.

Generally, license fees must be related to the costs incurred by a municipality in administration and regulation of licensees. However, this rule does not apply to municipal ordinances imposing license fees on the sale of alcohol. As stated by the Illinois Supreme Court, “the rule...does not apply where the license charged is imposed on those occupations which, while they are tolerated, are recognized as being hurtful to public morals, productive of disorder, or injurious to the public, such as the liquor traffic.” Sager v. City of Silvis, 402 Ill. 262 (1947).

Notwithstanding the above, the license fee increases are designed to raise revenue to offset the cost of liquor license regulation and law enforcement activities dealing with alcohol-related crime and other negative behaviors. An example of those costs is set forth in the power point presentation related to the downtown law enforcement activities presented to the Council in November, 2015 by Assistant Chief Bays.

Although some of the costs the City incurs related to alcohol regulation are quantifiable, many of the costs associated with negative behaviors linked to alcohol use are not. Alcohol use is strongly linked to domestic violence, fights, DUIs, and traffic accidents, among many other criminal or socially undesirable behaviors. The specific costs a unit of government incurs in addressing these problems with law enforcement, emergency medical services and the like are real, but less specifically quantifiable than the costs of direct administration and regulation. Though more difficult to specifically quantify, there can be little doubt that these costs have increased significantly since 1982.

The Ordinance would also bring liquor license fees into line with those charged by the Town of Normal. At present, the cost of a restaurant or tavern license serving all kinds of alcohol in Bloomington is \$1,760, or about 59% of the cost of a similar license in the Town of Normal, which generally charges \$3,000. (Bloomington charges an additional \$450 for Sunday sales; Normal does not.) In 2019, the Ordinance would raise Bloomington fees to be approximately 90% of the costs of similar licenses in the Town of Normal. (The fees for Normal liquor licenses are set forth in the Normal Liquor Code at Section 4.10; www.normal.org). Note that pursuant to the ordinance, the license fees do not actually begin to increase until 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There have been numerous Liquor Commission meetings where fee increases were discussed. A public hearing was held to discuss liquor license and video game fee increases at the January 12, 2016 Liquor Commission meeting. At the February 9, 2016, Liquor Commission meeting, extensive public comment was taken regarding the fee increases.

FINANCIAL IMPACT: Based on the data provided by the City Clerk's office and assuming the total number of license holders remains stable, the fee increases would result in the following total liquor license revenue:

Calendar 2016: \$287,240-based on current rate

Calendar 2017: \$333,300

Calendar 2018: \$375,750

Calendar 2019: \$467,700

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Liquor License Fee Classification and Revenues

Motion: That the Ordinance increasing liquor license fees be adopted and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____

Seconded by: _____

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

ORDINANCE NO. 2016-

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 6

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

SECTION 1. That Bloomington City Code Chapter 6 is hereby amended by amending Section 7B to read as follows:

SEC. 7B LICENSE FEES.

(a) The annual license fee for each of the classes of licenses shall be as set forth below: ~~listed below shall be the product of the base fee as determined hereafter, times the class-factor indicated below. The base fee as of July 1, 1982 shall be \$1,000.00.~~

(1) For calendar year 2016, license fees shall be as follows:

- (i) CA, EA, RA, ST and TA Class Licenses: \$1,760.00;
- (ii) RB and TB Class Licenses: \$660.00;
- (iii) GPA and PA Class License: \$960.00, except to the holder of an RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$730.00, except to the holder of RB or TB Class License, then \$170.00; to the holder of a RA or TA, then 0.00;
- (v) S Class License: \$450.00, except the holder of CA and CB Class License, then 0.00;
- (vi) MA Class License: \$960.00; MB Class License: \$660.00;

(2) For calendar year 2017, License fees shall be as follows:

- (i) CA, EA, RA, ST and TA Class Licenses: \$2,100.00;
- (ii) RB and TB Class Licenses: \$700.00;
- (iii) GPA and PA Class License: \$1,100.00, except to the holder of an RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$800.00, except to the holder of RB or TB Class License, then \$200.00; to the holder of a RA or TA, then 0.00;
- (v) S Class License: \$500.00, except the holder of CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,100.00; MB Class License: \$700.00;

(3) For calendar year 2018, License fees shall be as follows:

- (i) CA, EA, RA, ST and TA Class Licenses: \$2,400.00;
- (ii) RB and TB Class Licenses: \$800.00;
- (iii) GPA and PA Class License: \$1,200.00, except to the holder of an RA or TA Class License, then 0.00;

- (iv) GPB and PB Class License: \$900.00, except to the holder of RB or TB Class License, then \$225.00; to the holder of a RA or TA, then 0.00;
- (v) S Class License: \$550.00, except the holder of CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,200.0; MB Class License: \$750.00;

(4) For calendar year 2019 and thereafter, License fees shall be as follows:

- (i) CA, EA, RA, ST and TA Class Licenses: \$2,700.00;
- (ii) RB and TB Class Licenses: \$900.00;
- (iii) GPA and PA Class License: \$1,300.00, except to the holder of an RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$1,000.00, except to the holder of RB or TB Class License, then \$300.00; to the holder of a RA or TA, then 0.00;
- (v) S Class License: \$600.00, except the holder of CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,300.00; MB Class License: \$850.00;

License—Class Factor

CA	1.760	
EA	1.760	
PA	.960	except to the holder of RA or TA, then 0.00
RA	1.760	
ST	1.760	
TA	1.760	
CB	.660	
EB	.660	
PB	.730	except to the holder of RB, TB or FB, then .170; and except to the holder of RA or TA, then 0.00
RB	.660	
TB	.660	
S	.450	except to the holder of CA and CB, then 0.00
MA	.960	
MB	.660	
GPA	.960	
GPB	.730	
O	.000	

(b) The fee for each Class "LA", "LB", "SA" and "SB" licenses issued shall be One Hundred Dollars (\$100.00) for the first day any such license is in effect and Fifty Dollars (\$50.00) for each subsequent day up to a maximum of \$500.00 per license. A separate license is required for each premise for which a license is issued. A separate license is also required for each event at a single premise, provided however that a series of performances at a single premise sponsored, hosted, produced or organized by the same person, entity, group or organization shall be considered a single related event and such related events shall require only one license

(c) The annual license fee for a Class "W" license shall be Seventy-five Dollars (\$75.00). ~~Twenty Dollars (\$20.00) for an individual and Fifty Dollars (\$50.00) for two or more persons who will have a legal relationship between or among themselves for the purpose of providing catering services. These fees shall not be prorated except with the specific approval of the Liquor Commissioner.~~

(d) The fee for each Class "SPA" or "SPB" license issued shall be \$500.00 for each season.

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

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

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

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

PASSED this 25th day of April, 2016.

APPROVED this _____ day of April, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

LIQUOR LICENSE FEES CLASSIFICATIONS AND REVENUES

Clubs – 8

EAS – 5	EBS	2016	\$2,220			
EBS – 6 (only charge 2 as 4 are City)		2017	\$2,400	RBS	2016	\$15,540
		2018	\$2,700		2017	\$16,800
PAS/G – 23		2019	\$3,000		2018	\$18,900
PBS/G – 25					2019	\$21,000
RAS – 55	Cater	2016	\$1,200			
RBS – 14		2017	\$1,800			
TAS – 27		2018	\$1,800			
Catering – 24		2019	\$1,800			
TOTAL - 187				TOTALS		
					2016	\$287,240
					2017	\$333,300
					2018	\$375,750
					2019	\$467,700

RAS	2016	\$121,550	clubs	2016	\$14,080
	2017	\$143,000		2017	\$16,800
	2018	\$162,250		2018	\$19,200
	2019	\$231,000		2019	\$21,600

TAS	2016	\$59,670	PAS/G	2016	\$32,430
	2017	\$70,200		2017	\$36,800
	2018	\$79,650		2018	\$40,250
	2019	\$89,100		2019	\$43,700

EAS	2016	\$11,050	PBS/G	2016	\$29,500
	2017	\$13,000		2017	\$32,500
	2018	\$14,750		2018	\$36,250
	2019	\$16,500		2019	\$40,000

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 9D

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the Ordinance amending Chapter 6 of the Bloomington City Code to provide for video gaming licensing be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: In July, 2009, the State legislature adopted the Video Gaming Act, which permitted video gaming within the State of Illinois. In July, 2012, the City amended its code to allow video gaming in Bloomington. The proposed Ordinance requires the licensing of gaming establishments and provides for a \$500.00 fee per video gaming terminal. Funds from the terminal fees are to be directed toward payment of police and firefighter pensions. Licensed veteran's establishments (e.g., VFW and American Legion) are exempted from the fee provision of the Ordinance.

As of December, 2015, there were 59 establishments with video gaming in the City of Bloomington with a total of 253 video gaming terminals. As shown on the attached summary based on the Illinois Gaming Board website, total profits paid to licensed establishments exceeded \$4,900,000, with an average establishment profit of approximately \$83,800. With an average of 4.29 terminals per establishment, the average per terminal income for calendar year 2015 was approximately \$19,500 per terminal. The proposed \$500 per terminal annual license fee would amount to about 2.5% of average terminal profit to the establishment.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There have been numerous Liquor Commission meetings where fee increases were discussed. A public hearing was held to discuss liquor license and video game fee increases at the February 9, 2016 Liquor Commission meeting. At the March 8, 2016, Liquor Commission meeting extensive public comment was taken regarding the fee increases. The increases were also discussed at the April

12, 2016 Liquor Commission meeting. All meetings were placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Based on 253 machines at an annual fee at \$500, it is estimated that \$126,500 would be earned annually.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

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

Motion: That the Ordinance amending Chapter 6 of the Bloomington City Code to provide for video gaming licensing be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

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

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

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

ARTICLE II

VIDEO GAMING LICENSE

SEC. 47 DEFINITIONS.

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

- (a) "Video Gaming Terminal" shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5.
- (b) "Establishment" shall mean any business licensed by the State of Illinois to have or operate a video gaming device in Bloomington and shall include any "licensed establishment," "licensed fraternal establishment," "licensed veterans establishment," and "licensed truck stop establishment" as those terms are defined in the State of Illinois Video Gaming Act, 230 ILCS 40/5.
- (c) "Distributor" shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5.
- (d) "Terminal Operator" shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5.
- (e) "Licensed veterans establishment" shall mean the location where a qualified veterans organization that derives its charter from a national veterans organization regularly meets.

SEC. 48 LICENSE REQUIRED.

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

SEC. 49 LICENSE APPLICATION REQUIREMENTS.

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

- (a) The legal name of the establishment;
- (b) The business name of the establishment;
- (c) The address of the establishment where the video gaming terminals are to be located;
- (d) The business office address of the establishment if different from the address of the establishment;
- (e) A telephone number for the establishment;
- (f) An e-mail address for the establishment, if any;
- (g) The name and address of every person owning more than a five percent (5%) share of the establishment;
- (h) The name, address, phone number and e-mail address (if any) of any terminal operator or distributor owning, servicing or maintaining a video gaming terminal;
- (i) A copy of the establishment's State of Illinois Video Gaming License;
- (j) A statement as to the number of video gaming terminals which the establishment will have on its premises;
- (k) A statement that the establishment is not in arrears in any tax, fee or bill due to the City of Bloomington or State of Illinois;
- (l) A statement that the establishment agrees to abide by all State and Federal laws and any local ordinance.

SEC. 50 VIDEO GAMING LICENSE FEES.

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

SEC. 51 NUMBER OF VIDEO GAMING TERMINALS.

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

SEC. 52 UNLAWFUL ACTIVITY.

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

SEC. 53 EMPLOYER RESPONSIBILITY.

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

SEC. 54 LICENSE DENIAL.

A Video Gaming License may be denied if any required information is omitted or false, or if the applicant does not meet the licensing requirements. The Clerk shall send a letter to an applicant stating the reason for the denial. An applicant may appeal any denial of a Video Gaming License to the City Manager who shall then hold a hearing to determine if the denial of the license was for a lawful reason. It shall be the burden of the applicant to show that he meets the qualifications for a license. The rules of evidence shall not apply at the hearing and hearsay will be permitted.

SEC. 55 LICENSE REVOCATION.

Any Video Gaming License may be revoked, after notice and hearing by the City Manager, or his designee, for any of the following reasons:

- (a) Failure to pay the Video Gaming License fee;
- (b) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;
- (c) Violation of any law or State regulation regarding video gaming or video gaming terminals;
- (d) Violation of any law occurring on the establishment's premises which the establishment did not take adequate means to prevent, or did not respond in an appropriate manner after it became aware of such violation;
- (e) Failure to pay any tax, fee, or bill due to the City of Bloomington; or
- (f) Failure to provide current information regarding the ownership or location of the business.

The rules of evidence shall not apply at the hearing and hearsay will be permitted. At the hearing, the City Manager, or his designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke the license. The City Manager, or his designee, after

determining that a lawful reason exists to revoke the license, shall also determine whether that lawful reason merits the sanction of a revocation of the license.

SEC. 56 RIGHT OF ENTRY.

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

SEC. 57 PENALTY.

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

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

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

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

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

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

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

PASSED this 25th day of April, 2016.

APPROVED this _____ day of April, 2016.

APPROVED:

TARI RENNER
Mayor

ATTEST:

CHERRY L. LAWSON
City Clerk

A survey of Illinois municipalities' current video gaming fees:

Peoria:

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

Springfield:

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

Urbana:

\$1,000 per terminal.

Village of Elmwood Park:

\$1,000 per terminal.

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

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT
Bloomington

4/14/2016
12:29 pm

January 2015 - December 2015

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income		VGT Tax Distribution			
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Bloomington	602604 LLC	150700582	3	\$282,431.69	\$244,903.29	\$17,528.40	\$76,999.00	\$59,470.40	\$17,528.60	\$5,258.63	\$4,382.20	\$876.43
Bloomington	American Hungarian Family Society	150700683	5	\$388,133.87	\$331,313.48	\$36,820.39	\$116,819.00	\$79,998.61	\$36,820.39	\$11,046.25	\$9,205.20	\$1,841.05
Bloomington	American Legion, Louis E. Davis Post #56, Inc.	150902962	3	\$390.06	\$371.32	\$18.74	\$176.00	\$157.26	\$18.74	\$5.62	\$4.69	\$0.93
Bloomington	AMF Bowling Centers, Inc.	120707429	5	\$58,349.62	\$52,250.47	\$6,099.15	\$20,719.00	\$14,619.85	\$6,099.15	\$1,829.79	\$1,524.83	\$304.96
Bloomington	Around the Corner, Inc.	140704223	5	\$4,259,505.18	\$3,902,608.45	\$356,896.73	\$1,268,294.00	\$911,397.26	\$356,896.74	\$107,069.31	\$89,224.45	\$17,844.86
Bloomington	Auctus LLC	130702568	5	\$262,510.68	\$236,361.27	\$26,149.41	\$87,321.00	\$61,166.73	\$26,154.27	\$7,846.47	\$6,538.73	\$1,307.74
Bloomington	BAYMT, Inc	120702074	5	\$3,621,219.39	\$3,332,198.93	\$289,020.46	\$1,126,381.00	\$837,364.54	\$289,016.46	\$86,705.42	\$72,254.54	\$14,450.88
Bloomington	Betty Ruth Roley	140703279	5	\$4,236,400.17	\$3,887,882.70	\$348,517.47	\$1,194,744.00	\$846,226.53	\$348,517.47	\$104,555.60	\$87,129.70	\$17,425.90
Bloomington	BillHill, Inc.	120706741	5	\$2,480,741.67	\$2,284,000.91	\$196,740.76	\$731,888.00	\$535,147.24	\$196,740.76	\$59,022.94	\$49,185.78	\$9,837.16
Bloomington	Bloomington F.O.E. #527	120807649	4	\$1,193,774.94	\$1,115,009.94	\$78,765.00	\$317,863.00	\$239,098.00	\$78,765.00	\$23,630.04	\$19,691.73	\$3,938.31
Bloomington	BLOOMINGTON LODGE #281, BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA INC.	130803008	2	\$15,635.41	\$14,870.08	\$765.33	\$5,872.00	\$5,106.67	\$765.33	\$229.65	\$191.38	\$38.27
Bloomington	Bloomington Lodge No. 745 Loyal Order of Moose	120807123	5	\$3,135,371.89	\$2,924,137.62	\$211,234.27	\$887,708.00	\$676,473.73	\$211,234.27	\$63,371.10	\$52,809.25	\$10,561.85
Bloomington	Blue Note Enterprises, LLC	140704334	2	\$75,793.10	\$69,860.54	\$5,932.56	\$32,419.00	\$26,486.44	\$5,932.56	\$1,779.90	\$1,483.25	\$296.65
Bloomington	C & K HOTEL GROUP LLC	120708012	5	\$3,126,955.61	\$2,841,396.25	\$285,559.36	\$1,037,184.00	\$751,608.65	\$285,575.35	\$85,673.35	\$71,394.50	\$14,278.85
Bloomington	C II EAST INC.	120700374	4	\$704,990.67	\$645,339.79	\$59,650.88	\$183,903.00	\$124,252.12	\$59,650.88	\$17,895.36	\$14,912.81	\$2,982.55
Bloomington	Chronister Oil Company	121007648	5	\$15,477,652.60	\$14,285,899.81	\$1,191,752.79	\$4,558,692.00	\$3,366,928.03	\$1,191,765.97	\$357,530.51	\$297,942.09	\$59,588.42
Bloomington	CJ's Catering, Inc.	140703722	4	\$150,145.29	\$139,948.89	\$10,196.40	\$48,563.00	\$38,366.52	\$10,196.48	\$3,059.17	\$2,549.30	\$509.87
Bloomington	COPPER TOP, INC.	120701411	5	\$4,057,724.86	\$3,737,397.14	\$320,327.72	\$1,257,864.00	\$937,467.50	\$320,396.50	\$96,119.47	\$80,099.56	\$16,019.91
Bloomington	David G Dearth	120701356	5	\$4,656,732.75	\$4,317,074.24	\$339,658.51	\$1,393,034.00	\$1,053,375.49	\$339,658.51	\$101,897.93	\$84,914.98	\$16,982.95
Bloomington	Dublin Bay, Inc.	140700137	2	\$513,365.66	\$470,974.32	\$42,391.34	\$186,388.00	\$143,996.66	\$42,391.34	\$12,717.56	\$10,597.96	\$2,119.60
Bloomington	El Toro Margarita Island, Incorporated	140700204	3	\$414,576.93	\$382,318.01	\$32,258.92	\$154,827.00	\$122,568.00	\$32,259.00	\$9,678.09	\$8,065.10	\$1,612.99
Bloomington	Fat Jack's, Inc.	120700474	3	\$1,138,695.87	\$1,029,191.74	\$109,504.13	\$371,703.00	\$262,198.87	\$109,504.13	\$32,851.60	\$27,376.36	\$5,475.24
Bloomington	Freedom Oil Company	131005730	5	\$3,580,701.22	\$3,279,374.35	\$301,326.87	\$1,097,213.00	\$795,886.13	\$301,326.87	\$90,398.60	\$75,332.19	\$15,066.41
Bloomington	G Cubed, Inc.	120700777	3	\$2,491,190.27	\$2,298,915.86	\$192,274.41	\$735,199.00	\$542,925.22	\$192,273.78	\$57,682.47	\$48,068.76	\$9,613.71
Bloomington	Gill Street Group, LLC	120707425	5	\$2,359,727.38	\$2,164,387.44	\$195,339.94	\$773,580.00	\$578,039.00	\$195,541.00	\$58,662.82	\$48,885.69	\$9,777.13
Bloomington	GS Partners, Inc.	120709987	5	\$4,786,935.32	\$4,451,306.14	\$335,629.18	\$1,548,615.00	\$1,212,985.82	\$335,629.18	\$100,688.98	\$83,907.51	\$16,781.47
Bloomington	Hurley Consolidated Enterprises, LLC	140701470	3	\$1,806,335.43	\$1,687,427.06	\$118,908.37	\$545,799.00	\$426,890.63	\$118,908.37	\$35,672.61	\$29,727.19	\$5,945.42
Bloomington	JAYST, INC.	120702077	4	\$2,088,982.83	\$1,937,087.33	\$151,895.50	\$659,254.00	\$507,341.70	\$151,912.30	\$45,574.09	\$37,978.42	\$7,595.67
Bloomington	John H. Kraus Post No. 454 Veterans of Foreign Wars of the United States	120902173	5	\$5,042,169.82	\$4,667,435.04	\$374,734.78	\$1,493,718.00	\$1,118,983.22	\$374,734.78	\$112,421.00	\$93,684.21	\$18,736.79
Bloomington	Junction West, Inc.	120702079	5	\$3,800,780.76	\$3,480,034.89	\$320,745.87	\$1,091,891.00	\$771,145.13	\$320,745.87	\$96,224.27	\$80,186.91	\$16,037.36
Bloomington	Keldon, Inc.	120700458	5	\$4,397,653.08	\$4,050,193.43	\$347,459.65	\$1,163,726.00	\$816,266.35	\$347,459.65	\$104,238.45	\$86,865.40	\$17,373.05
Bloomington	KOBE HIBACHI STEAKHOUSE INC.	120712220	4	\$1,058,098.55	\$972,660.86	\$85,437.69	\$355,252.00	\$269,814.31	\$85,437.69	\$25,631.63	\$21,359.72	\$4,271.91
Bloomington	Koeppen Corp.	120712723	5	\$4,022,398.29	\$3,656,349.42	\$366,048.87	\$1,359,562.00	\$993,513.13	\$366,048.87	\$109,815.26	\$91,512.75	\$18,302.51
Bloomington	LAKESIDE COUNTRY CLUB, INC.	120710244	4	\$1,708,449.89	\$1,589,468.55	\$118,981.34	\$550,721.00	\$431,740.07	\$118,980.93	\$35,694.59	\$29,745.63	\$5,949.06
Bloomington	LKH, Inc.	120700463	5	\$6,448,297.12	\$5,999,278.71	\$449,018.41	\$1,725,492.00	\$1,276,473.59	\$449,018.41	\$134,706.00	\$112,255.05	\$22,450.95

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

Video Gaming Statistics – 2015

Summary of Information from Figures Provided

by the Illinois Gaming Board.

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

Total number of businesses with terminals: 59

Total amount of terminals: 253

Average number of terminals: 4.29

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

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

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

Establishment Share for Calendar Year 2015

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

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

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



MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION
February 9, 2016

1. Call to order

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

2. Roll Call

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

3. Public Comment

No one came forward to address the Commission.

The following was presented:

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

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

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

Ayes: Commissioners Jordan, Tompkins and Renner.

Nays: None.

Motion carried.

The following was presented:

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

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

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

Motion carried, (viva voce).

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

The following was presented:

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

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

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

Motion carried, (viva voce).

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

The following was presented:

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

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

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

Motion carried, (viva voce).

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

The following was presented:

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

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

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

Motion carried, (viva voce).

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

The following was presented:

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

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

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

The following was presented:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Adjournment

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

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Chief Deputy Clerk



MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION
March 8, 2016

1. Call to order

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

2. Roll Call

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

3. Public Comment

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

Surena Fish

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

The following was presented:

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

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

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

Ayes: Commissioners Jordan, Tompkins and Renner.

Nays: None.

Motion carried.

The following was presented:

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

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

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

Motion carried, (viva voce).

The following was presented:

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

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

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

The following was presented:

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

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

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

The following was presented:

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

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

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

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

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

The following was presented:

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

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

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

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

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

believed Chapter 6, Alcoholic Beverages did not provided a gaming parlor definition. Commissioner Renner stated the majority of receipts should not come from gaming.

Mr. Dehn stated the percent from food and beverage exceeded fifty percent (50%) with the soft opening, September 15, 2015 and Grand Opening, October 15, 2015. January and February 2016 same increased five to six percent (5 - 6%). The belief was growth would continue increasing. He noted that there was vacant space next door. Mr. Harris, owner/operator anticipated expanding to offer more seating and more food selections.

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

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

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

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

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

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

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

Ayes: Commissioners Jordan, Tompkins and Renner.

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

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

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

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

Commissioner Renner opened the Public Comment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Adjournment

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

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Chief Deputy Clerk



MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION
April 12, 2016

1. Call to order

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

2. Roll Call

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

3. Public Comment

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

Bruce Meeks
Tony Wargo
Joe Dehn
Phil Boulds
Peter Poutius

The following was presented:

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

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

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

Ayes: Commissioners Jordan and Renner.

Abstain: Commissioner Feldkamp.

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

Ayes: Commissioners Feldkamp and Renner.

Abstain: Commissioner Jordan.

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

Motion carried, (viva voce).

The following was presented:

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

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

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

Commissioner Jordan questioned familiarity with the pending liquor fee increases and Chapter 6, Alcoholic Beverages. Mr. Berry responded affirmatively. He stated that staff would have BASSET (Beverage Alcohol Sellers and Servers Education) certification and there would be no video gaming.

Motion by Commissioner Jordan, seconded by Commissioner Feldkamp that the application of VenuWorks of Bloomington, LLC, d/b/a US Cellular Coliseum (USCC), located at 101 S. Madison St., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all health and safety codes.

Motion carried, (viva voce).

The following was presented:

8. Consideration of proposed ordinance increasing liquor license fees.

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

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

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

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

Ayes: Commissioners Jordan, Feldkamp and Renner.

Nays: None.

Motion carried.

The following was presented:

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

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

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

Commissioner Feldkamp echoed Commissioner Jordan's comments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ayes: Commissioners Jordan, Feldkamp and Renner.

Nays: None.

Motion carried.

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

Ayes: Commissioners Jordan, and Renner.

Present: Commissioner Feldkemp.

Nays: None.

Motion carried.

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

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

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

Ayes: Commissioners Jordan, Feldkamp and Renner.

Nays: None.

Motion carried.

10. Adjournment

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

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Chief Deputy Clerk



REGULAR AGENDA ITEM NO. 9E (a)

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of Approving a Contract with Rowe Construction for the FY 2017 General Resurfacing program, (Bid No. 2016-39).

RECOMMENDATION/MOTION: That the unit prices from Rowe Construction, for the FY 2017 General Resurfacing Program in the amount of \$2,395,990.71 be accepted, the contract be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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; Objective 5a - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department prepared the FY 2017 General Resurfacing proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Tuesday, April 5, 2016, in the office of the City Clerk. One (1) bid was received and opened in the Council Chambers.

Contractor:		Bid Amount
Rowe Construction, Bloomington, IL		\$2,548,800.43

The General Resurfacing program includes resurfacing of larger volume streets and the widening of Linden Street from Locust to Empire. In the hopes of increasing competition, Staff again created two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year in the hope receiving multiple bids. Multiple contractors requested proposal packages for both of the street resurfacing projects, however, Rowe Construction was the lone bidder on both proposals.

The substantial completion date for this project is in the bid documents as November 18, 2016.

The FY 2017 General Resurfacing program funding has been allocated as follows:

<u>Budgets</u>	
Street & Alley Resurface Program FY 2017	\$3,361,549.00
ADA Sidewalk Ramp Replacement Program FY2017	\$500,000.00
Sidewalk Repair Program FY 2017	\$463,070.00
Sidewalk Replacement 50-50 program FY 2017	\$100,000.00
Remaining portion of FY 2014 Bond Resurfacing	\$271,715.00
Total City Budgets	\$4,696,334

Staff recommends that the budgeted funds be allocated as follows:

<u>Programs</u>		subtotals
Streets		\$3,796,334.00
- GENERAL RESURFACING	\$2,395,990.71	
- Street and Alley Repair	\$1,300,343.29	
- Pavement Preservation	\$100,000	
Sidewalks		\$900,000
Total City Programs		\$4,696,334

Since the bid documents allow for the addition and removal of work, staff will work with the contractor to limit the work to the budgeted and awarded contract amount of \$2,395,990.71.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22 and 29, 2016, and a pre-bid meeting was held at 11:00 AM on March 29, 2016, in the Public Works Department's Conference Room.

FINANCIAL IMPACT: Funds for this are included in the FY 2017 Adopted Budget under Capital Improvement-Street Construction & Improvement (40100100-72530). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program on pages 84, 87, 271, 272, 298, 318 and 323.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Assistant City Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachments:

- Agreement with Rowe Construction Company
- Bid Tabulation
- Location Map

Motion: That the unit prices from Rowe Construction, for the FY 2017 General Resurfacing Program in the amount of \$2,395,990.71 be accepted, the contract be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

AGREEMENT

THIS AGREEMENT, Made and entered into this **25 day of April 2016**, by and between, **Rowe Construction**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on March 22, 2016, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2017 General Resurfacing** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on April 5, 2016, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2017 General Resurfacing** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2017 General Resurfacing** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$2,395,990.71** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work included in this Contract by November 18, 2016.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON
GENERAL RESURFACING FY2017
City Project 50-01-53001-17-00

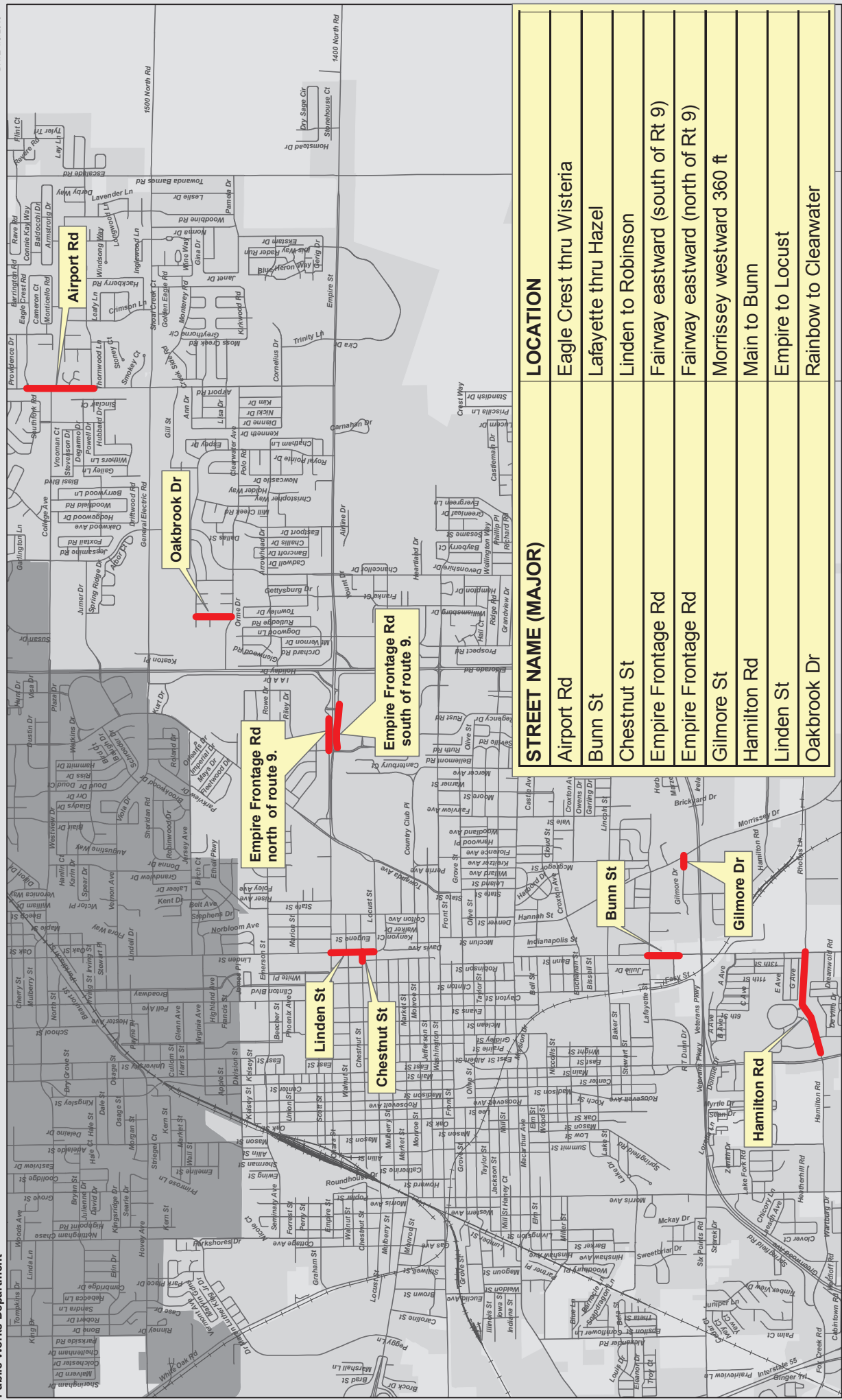
Bid Opening Date: 4/5/2016
Bid Opening Time: 2:00 PM
Prepared By: JCK

Attended By:
Andrew Coffey
Jeff Kohl
Ryan Otto

BID TABULATION

ITEM NO.	ITEM	UNITS	PLAN QTY	Rowe Construction	
				UNIT PRICE	AMOUNT
1	MANHOLE TO BE ADJUSTED	EA	12	\$1,291.00	\$15,492.00
2	MANHOLE TO BE ADJUSTED WITH NEW FRAME & LID, SPECIAL, TYPE 1	EA	10	\$1,529.47	\$15,294.70
3	MANHOLE TO BE ADJUSTED WITH FLATTOP & EXISTING CASTING, SPECIAL	EA	2	\$1,990.89	\$3,981.78
4	MANHOLE TO BE ADJUSTED WITH FLATTOP & NEW FRAME & LID, SPECIAL, TYPE 1	EA	1	\$2,229.37	\$2,229.37
5	MANHOLE TO BE RECONSTRUCTED WITH NEW FRAME AND LID, SPECIAL, TYPE 1	EA	2	\$4,875.00	\$9,750.00
6	INLET TO BE ADJUSTED	EA	21	\$1,297.05	\$27,238.05
7	INLET TO BE ADJUSTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 3	EA	4	\$1,619.10	\$6,476.40
8	INLET TO BE ADJUSTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 50	EA	2	\$1,849.93	\$3,699.86
9	INLET TO BE RECONSTRUCTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 3	EA	17	\$2,761.53	\$46,946.01
10	INLET TO BE RECONSTRUCTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 50	EA	2	\$2,903.80	\$5,807.60
11	INLET TO BE RECONSTRUCTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 9	EA	1	\$3,264.02	\$3,264.02
12	VALVE BOX TO BE ADJUSTED	EA	21	\$651.19	\$13,674.99
13	VALVE BOX TO BE ADJUSTED WITH NEW FRAME AND CLOSED LID	EA	6	\$755.20	\$4,531.20
14	VALVE BOX TO BE RECONSTRUCTED WITH NEW FRAME AND CLOSED LID	EA	2	\$866.65	\$1,733.30
15	VALVE BOX RISER	EA	7	\$105.14	\$735.98
16	CATCH BASIN RISER, OR MANHOLE RISER, SPECIAL	EA	2	\$253.41	\$506.82
17	STORM SEWER REMOVAL & REPLACEMENT, SPECIAL	FT	95	\$45.47	\$4,319.65
18	STORM SEWER, 12" PVC, SPECIAL	FT	60	\$48.13	\$2,887.80
19	PIPE UNDERDRAINS, 6"	FT	200	\$6.89	\$1,378.00
20	PAVEMENT PATCHING, SPECIAL	SY	1270	\$84.96	\$107,899.20
21	EARTH EXCAVATION, (WIDENING)	CY	230	\$67.49	\$15,522.70
22	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	300	\$31.36	\$9,408.00
23	POROUS GRANULAR EMBANKMENT, SPECIAL 1 (CA-6)	CY	350	\$49.01	\$17,153.50
24	POROUS GRANULAR EMBANKMENT, SPECIAL 2 (CA-1)	CY	150	\$59.63	\$8,944.50
25	HMA BASE COURSE WIDENING, 8"	SY	260	\$63.31	\$16,460.60
26	COMBINATION CURB AND GUTTER REMOVAL, (SPOT REMOVE), SPECIAL	FT	500	\$21.38	\$10,690.00
27	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18, (SPOT PLACEMENT), SPECIAL	FT	750	\$53.80	\$40,350.00
28	COMBINATION CURB AND GUTTER REMOVAL, (WHOLE BLOCK), SPECIAL	FT	2820	\$7.06	\$19,909.20
29	COMBINATION CURB AND GUTTER, TYPE B-6.18 (MACHINE METHOD), SPECIAL	FT	2930	\$44.65	\$130,824.50
30	SIDEWALK REMOVAL	SF	7524	\$3.78	\$28,440.72
31	PORTLAND CEMENT CONCRETE SIDEWALK, 4"	SF	7299	\$7.51	\$54,815.49
32	DRIVEWAY PAVEMENT REMOVAL	SF	6472	\$1.32	\$8,543.04
33	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SF	6500	\$8.35	\$54,275.00
34	DETECTABLE WARNINGS	SF	194	\$39.59	\$7,680.46
35	RETAINING WALL, SPECIAL	FT	200	\$149.76	\$29,952.00
36	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LBS	39142	\$1.73	\$67,715.66
37	POLYMERIZED HOT MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT , MIX D, N80, 9.5mm	TON	2638	\$149.80	\$395,172.40
38	POLYMERIZED HOT MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT , MIX D, N80, 12.5mm	TON	2656	\$147.50	\$391,760.00
39	POLYMERIZED LEVELING BINDER, MACHINE METHOD, MIX C, N70	TON	1527	\$122.02	\$186,324.54
40	SAND SEAL COAT	TON	1360	\$139.75	\$190,060.00
41	SURFACE REMOVAL, 1 1/2"	SY	40875	\$5.25	\$214,593.75
42	SURFACE REMOVAL, 2 1/4"	SY	10950	\$6.25	\$68,437.50
43	TEMPORARY RAMPS, SPECIAL	SY	420	\$30.59	\$12,847.80
44	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	140	\$512.15	\$71,701.00
45	AGGREGATE SHOULDERS TYPE B, SPECIAL	TON	70	\$65.94	\$4,615.80
46	TOPSOIL, SEEDING & MULCH	SF	1100	\$3.89	\$4,279.00
47	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	21817	\$2.34	\$51,051.78
48	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	579	\$4.69	\$2,715.51
49	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	329	\$8.80	\$2,895.20
50	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	663	\$9.35	\$6,199.05
51	TEMPORARY PAVEMENT MARKING LINE - 4"	FT	13400	\$1.27	\$17,018.00
52	TEMPORARY PAVEMENT MARKING LINE - 24"	FT	195	\$6.60	\$1,287.00
53	DETECTOR LOOP, TYPE 1 - SPECIAL	FT	100	\$23.10	\$2,310.00
54	TRAFFIC CONTROL COMPLETE	LS	1.0	\$127,000.00	\$127,000.00
					\$2,548,800.43

General Resurfacing - FY2017





REGULAR AGENDA ITEM NO. 9E (b)

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of Approving a Contract with Rowe Construction for the FY 2017 Street and Alley Repair program, (Bid No. 2016-40).

RECOMMENDATION/MOTION: That the unit prices from Rowe Construction, for the FY 2017 Street and Alley Repair program in the amount of \$1,300,343.29 be accepted, the contract be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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; Objective 5a - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department prepared the FY 2017 Street and Alley Repair proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Tuesday, April 5, 2016, in the office of the City Clerk. One (1) bid was received and opened in the Council Chambers.

Contractor:		Bid Amount
Rowe Construction, Bloomington, IL		\$1,300,343.29

The Street and Alley Repair program includes resurfacing of lower volume streets and alleys. In the hopes of increasing competition, Staff again created two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year in the hope receiving multiple bids. Multiple contractors requested proposal packages for both street resurfacing projects, however, Rowe Construction was the lone bidder on both proposals.

The substantial completion date for this project is in the bid documents as November 18, 2016.

<u>Budgets</u>	
Street & Alley Resurface Program FY 2017	\$3,361,549.00
ADA Sidewalk Ramp Replacement Program FY2017	\$500,000.00
Sidewalk Repair Program FY 2017	\$463,070.00

Sidewalk Replacement 50-50 program FY 2017	\$100,000.00
Remaining portion of FY 2014 Bond Resurfacing	\$271,715.00
Total City Budgets	\$4,696,334

Staff recommends that the budgeted funds be allocated as follows:

<u>Programs</u>		subtotals
Streets		\$3,796,334.00
- General Resurfacing	\$2,395,990.71	
- STREET AND ALLEY REPAIR	\$1,300,343.29	
- Pavement Preservation	\$100,000	
Sidewalks		\$900,000
Total City Programs		\$4,696,334

\$163,070.00 of the \$500,000.00 budgeted for the ADA Sidewalk Ramp Program will be utilized by the Street and Alley Resurfacing Program.

Since the bid documents allow for the addition and removal of work, staff will work with the contractor to limit the work to the budgeted and awarded contract amount of \$1,300,343.29.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22 and 29, 2016, and a pre-bid meeting was held at 10:30 AM on March 29, 2016, in the Public Works Department's Conference Room.

FINANCIAL IMPACT: Funds for this are included in the FY 2017 Adopted Budget under Capital Improvement-Street Construction & Improvement (40100100-72530). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program on pages 84, 87, 271, 272, 298, 318 and 323.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Assistant City Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement with Rowe Construction
- Bid Tabulation
- Location Map

Motion: That the unit prices from Rowe Construction, for the FY 2017 Street and Alley Repair program in the amount of \$1,300,343.29 be accepted, the contract be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

AGREEMENT

THIS AGREEMENT, Made and entered into this **25th day of April 2016**, by and between, **Rowe Construction**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on March 22, 2016, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2017 STREET AND ALLEY REPAIR** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on April 5, 2016, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2017 STREET AND ALLEY REPAIR** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2017 STREET AND ALLEY REPAIR** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$1,300,343.29** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work included in this Contract by November 18, 2016.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON

STREET & ALLEY REPAIR FY2017

City Project 50-01-53002-17-00

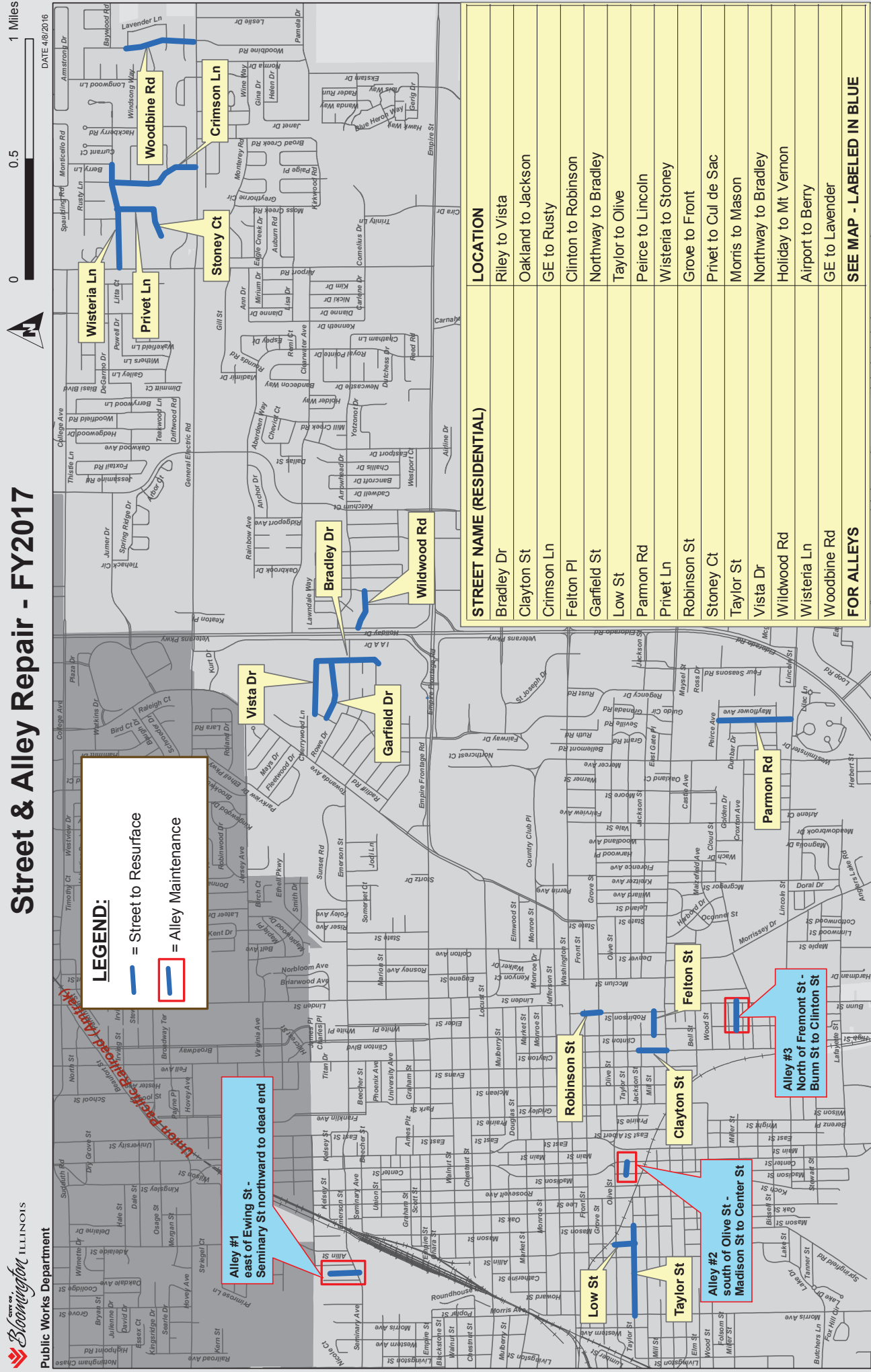
BID TABULATION

Bid Opening Date: 4/5/2016
Bid Opening Time: 2:00 PM
Prepared By: JCK

Attended By: Andrew Coffey
Jeff Kohl
Ryan Otto

ITEM NO.	ITEM	UNITS	PLAN QTY	Rowe Construction	
				UNIT PRICE	AMOUNT
1	MANHOLE TO BE ADJUSTED	EA	20	\$1,291.00	\$25,820.00
2	MANHOLE TO BE ADJUSTED WITH NEW FRAME & LID, SPECIAL, TYPE 1	EA	15	\$1,529.47	\$22,942.05
3	MANHOLE ADJUST WITH FLATTOP AND EXISTING CASTING, SPECIAL	EA	4	\$1,990.89	\$7,963.56
4	MANHOLE ADJUST WITH FLATTOP AND NEW FRAME & LID, SPECIAL, TYPE 1	EA	1	\$2,229.37	\$2,229.37
5	LARGE UTILITY MANHOLE TO BE ADJUSTED, SPECIAL	EA	1	\$1,820.41	\$1,820.41
6	INLET TO BE ADJUSTED	EA	12	\$1,297.05	\$15,564.60
7	INLET TO BE ADJUSTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 3	EA	11	\$1,619.10	\$17,810.10
8	INLET TO BE RECONSTRUCTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 3	EA	5	\$2,761.53	\$13,807.65
9	INLET TO BE RECONSTRUCTED WITH NEW FRAME & GRATE, SPECIAL, TYPE 50	EA	2	\$2,903.80	\$5,807.60
10	VALVE BOX TO BE ADJUSTED	EA	15	\$651.19	\$9,767.85
11	VALVE BOX TO BE ADJUSTED WITH NEW FRAME AND CLOSED LID	EA	5	\$755.20	\$3,776.00
12	VALVE BOX TO BE RECONSTRUCTED WITH NEW FRAME AND CLOSED LID	EA	2	\$866.65	\$1,733.30
13	VALVE BOX RISER	EA	4	\$105.14	\$420.56
14	CATCH BASIN RISER, OR MANHOLE RISER, SPECIAL	EA	1	\$253.41	\$253.41
15	STORM SEWER REMOVAL & REPLACEMENT, SPECIAL	FT	20	\$42.96	\$859.20
16	PIPE UNDERDRAINS, 6"	FT	200	\$7.04	\$1,408.00
17	PAVEMENT PATCHING, SPECIAL	SY	2030	\$53.19	\$107,975.70
18	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	170	\$50.77	\$8,630.90
19	POROUS GRANULAR EMBANKMENT, SPECIAL 1 (CA-6)	CY	130	\$51.56	\$6,702.80
20	POROUS GRANULAR EMBANKMENT, SPECIAL 2 (CA-1)	CY	40	\$60.74	\$2,429.60
21	COMBINATION CURB AND GUTTER, REMOVAL AND REPLACEMENT, TYPE B-6.18 (SPOT REPLACE), SPECIAL	FT	1065	\$65.76	\$70,034.40
22	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LBS	36185	\$1.00	\$36,185.00
23	HOT MIX ASPHALT SURFACE COURSE, MIX C, N30	TON	2952	\$90.00	\$265,680.00
24	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	1601	\$90.00	\$144,090.00
25	LEVELING BINDER, MACHINE METHOD, MIX C, N50	TON	2714	\$92.00	\$249,688.00
26	PREPARATION OF BASE, SPECIAL	SY	1370	\$8.40	\$11,508.00
27	BITUMINOUS MATERIAL (PRIME COAT)	GAL	411	\$7.35	\$3,020.85
28	BITUMINOUS MATERIAL (COVER AND SEAL COATS) (A2)	GAL	959	\$10.50	\$10,069.50
29	COVER COAT AGGREGATE	TON	14	\$126.00	\$1,764.00
30	SEAL COAT AGGREGATE	TON	14	\$126.00	\$1,764.00
31	SURFACE REMOVAL, 1 1/2"	SY	46735	\$3.55	\$165,909.25
32	SURFACE REMOVAL, 2 1/2"	SY	1275	\$7.93	\$10,110.75
33	SURFACE REMOVAL, 4"	SY	1900	\$5.95	\$11,305.00
34	PAVEMENT REMOVAL, SPEED HUMPS	EA	2	\$577.01	\$1,154.02
35	HMA SPEED HUMP	EA	2	\$4,276.88	\$8,553.76
36	SPEED HUMP PAVEMENT MARKING, SPECIAL	EA	2	\$1,985.03	\$3,970.06
37	TEMPORARY RAMPS, SPECIAL	SY	520	\$0.01	\$5.20
38	TOPSOIL, SEEDING & MULCH	SF	2610	\$4.75	\$12,397.50
39	TRAFFIC CONTROL COMPLETE	LS	1	\$35,411.34	\$35,411.34
					\$1,300,343.29

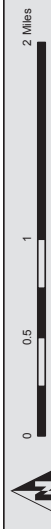
Street & Alley Repair - FY2017



STREET NAME (RESIDENTIAL)	LOCATION
Bradley Dr	Riley to Vista
Clayton St	Oakland to Jackson
Crimson Ln	GE to Rusty
Felton Pl	Clinton to Robinson
Garfield St	Northway to Bradley
Low St	Taylor to Olive
Parmon Rd	Peirce to Lincoln
Privet Ln	Wisteria to Stoney
Robinson St	Grove to Front
Stoney Ct	Privet to Cul de Sac
Taylor St	Morris to Mason
Vista Dr	Northway to Bradley
Wildwood Rd	Holiday to Mt Vernon
Wisteria Ln	Airport to Berry
Woodbine Rd	GE to Lavender
FOR ALLEYS	SEE MAP - LABELED IN BLUE

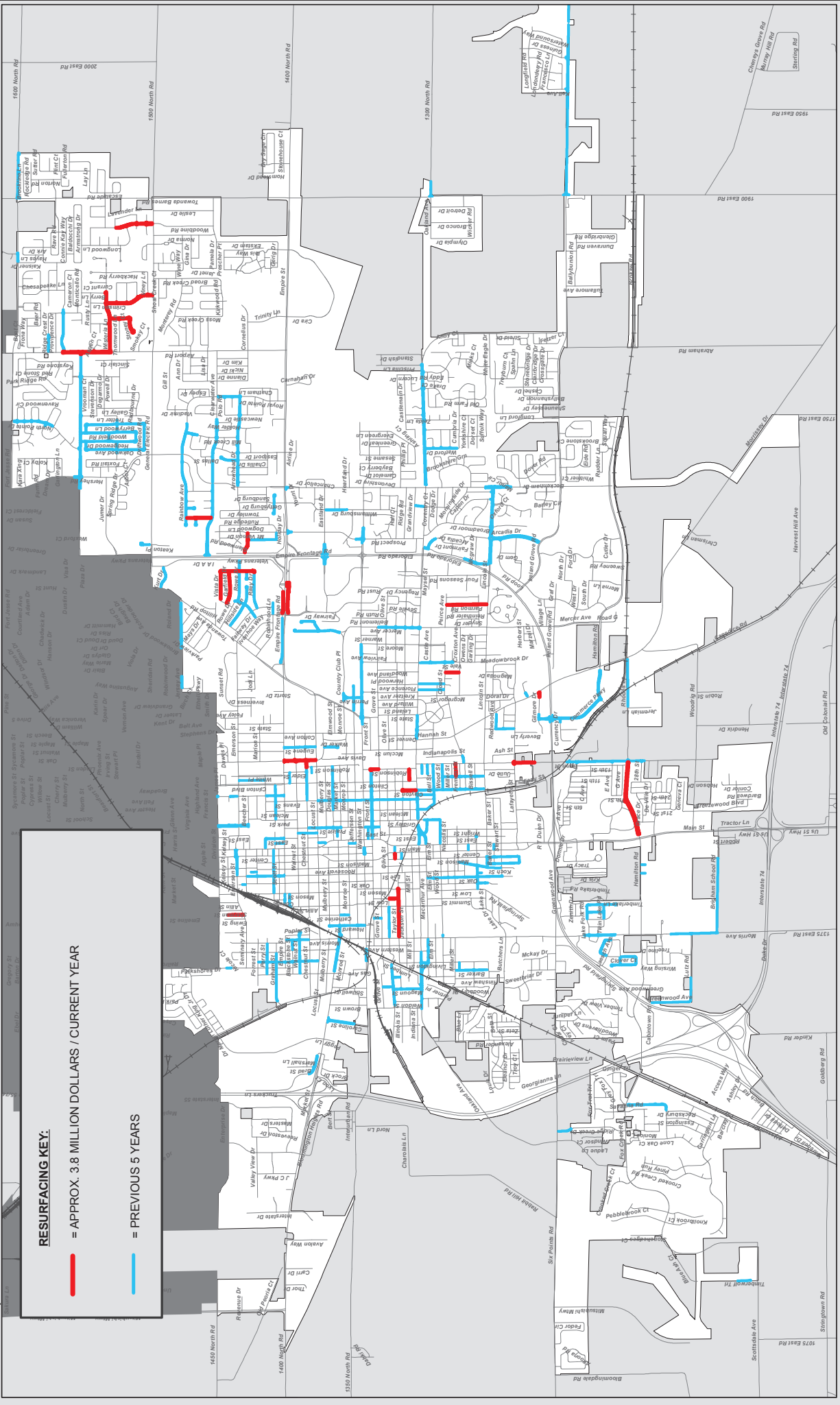
Street Resurfacing - Current Year and Previous 5 Years

DATE: 4/20/2016



RESURFACING KEY:

- = APPROX. 3.8 MILLION DOLLARS / CURRENT YEAR
- = PREVIOUS 5 YEARS





REGULAR AGENDA ITEM NO. 9E (c)

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of Approving a Contract with J. G. Stewart Contractors, Inc. for FY 2017 Sidewalk Replacement and Handicap Ramp Program, (Bid No. 2016-38).

RECOMMENDATION/MOTION: That the unit prices from J. G. Stewart Contractors, Inc., for the FY 2017 Sidewalk Replacement and Handicap Ramp Program in the amount of \$900,000 be accepted, the contract be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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. This project upgrades sidewalks throughout the City, providing better pedestrian access. It also improves the infrastructure in neighborhoods, providing residents with a way to contribute to the quality of the sidewalks in their neighborhood. Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Bids for this contract were received until 2:00 p.m. Tuesday, April 5, 2016 in the office of the City Clerk. Three (3) bids were received and opened in the Council Chambers.

Contractor:		Bid Amount
J.G. Stewart, Inc., Bloomington, IL	<i>Low Bid</i>	\$ 895,618.55
George Gildner, Inc., Bloomington, IL		\$ 899,476.00
Rowe Construction, Bloomington, IL		\$ 1,061,044.78

This project includes the upgrade of any non-ADA compliant sidewalk access ramps and replacement of sidewalk that is not considered serviceable along the streets to be resurfaced under the FY 2017 General Resurfacing and FY 2017 Street and Alley Repair contracts.

The contract includes work to be done under the 50/50 sidewalk program which is an annual program administered by Public Works which allows homeowners to request that sidewalk be

replaced in front of their property, with the City's contractor doing the work and sharing in half the cost.

The substantial completion date for this project is in the bid documents as April 30, 2017. Staff has the sidewalk contract extend until the spring to allow for continuing responsiveness to concerns and requests over the winter into the spring before the next fiscal year's contract.

The FY 2017 sidewalk, street and ramp program funding has been allocated as follows:

<u>Budgets</u>	
Street & Alley Resurface Program FY 2017	\$3,361,549.00
ADA Sidewalk Ramp Replacement Program FY2017	\$500,000.00
Sidewalk Repair Program FY 2017	\$463,070.00
Sidewalk Replacement 50-50 program FY 2017	\$100,000.00
Remaining portion of FY 2014 Bond Resurfacing	\$271,715.00
Total City Budgets	\$4,696,334

<u>Programs</u>		subtotals
Streets		\$3,796,334.00
- General resurfacing	\$2,395,990.71	
- Street and Alley Repair	\$1,300,343.29	
- Pavement Preservation	\$100,000	
Sidewalks		\$900,000
Total City Programs		\$4,696,334

A unit price comparison of five (5) major work items is shown in the table below.

DESCRIPTION	UNITS	FY 2016 Unit Price	FY 2017 Unit Price	Change (\$) FY16 – FY17	Change (%) FY16 – FY17
4" Sidewalk Remove/Replace	SF	\$7.47	\$7.83	\$0.36	4.82%
6" Sidewalk Remove/Replace	SF	\$8.07	\$8.46	\$0.39	4.83%
Saw Cutting	SF	\$1.65	\$1.73	\$0.08	4.85%
ADA Ramp Side Curb	LF	\$24.00	\$25.20	\$1.20	5.00%
Retaining Wall	SF	\$75.00	\$75.00	\$0.00	0.00%

Since the bid documents allow for the addition and removal of repair locations, a contract for the entire budget amount will be awarded.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22 and 29, 2016 and a pre-bid meeting was held at 10:00 a.m. on March 29, 2016 in the Public Works Department's Conference Room.

FINANCIAL IMPACT: Funds for this are included in the FY 2017 Adopted Budget under Capital Improvement-Street Construction & Improvement (40100100-72560). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program on pages 84, 87, 271, 272, 298 and 319-321.

Respectfully submitted for Council consideration.

Prepared by:	Anthony J Meizelis, Civil Engineer I
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel
Recommended by:	



David A. Hales
City Manager

Attachments:

- Contract with J. G. Stewart Contractors, Inc.
- Bid Tabulation

Motion: That the unit prices from J. G. Stewart Contractors, Inc., for the FY 2017 Sidewalk Replacement and Handicap Ramp Program in the amount of \$900,000 be accepted, the contract be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

AGREEMENT (To Be Completed after Award of Contract)

THIS AGREEMENT, Made and entered into this **25th day of April, 2016**, by and between, **J.G. Stewart, Inc**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 22, 2016**, by advertisement, call for bids for furnishing all labor and material for the construction of **SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM FY2017** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 5, 2016**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM FY2017** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM FY2017** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$900,0000** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by April 30, 2017.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST:

Cherry L. Lawson, City Clerk

CITY OF BLOOMINGTON

By:

David A. Hales, City Manager

WITNESS:

CONTRACTOR (Seal)

By:

-J. G. Stewart

**CITY OF BLOOMINGTON
FY 2017 SIDEWALK REPLACEMENT AND
HANDICAP RAMP PROGRAM**

CITY PROJECT # 50-13-53002-17-00

Bid Tabulation

Bid Opening 4/5/2016 @ 2:00 PM
Attendees: Andrew Coffey
Ryan Otto
Jeff Kohl
PREPARED BY : A. MEIZELIS
DATE : 4/7/2016

Low Bid

#	DESCRIPTION	UNITS	TOTAL QTY	J.G. Stewart Contractors, Inc.		George Gidher, Inc.		Rowe Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SIDEWALK REMOVAL	SF	74760	\$1.90	\$142,044.00	\$1.55	\$115,878.00	\$2.31	\$172,695.60
2	P.C.C. SIDEWALK 6"	SF	4285	\$6.56	\$28,109.60	\$7.00	\$29,995.00	\$7.92	\$33,937.20
3	P.C.C. SIDEWALK 6", HIGH-EARLY-STRENGTH	SF	300	\$7.09	\$2,127.00	\$7.20	\$2,160.00	\$7.92	\$2,376.00
4	P.C.C. SIDEWALK 4"	SF	70285	\$5.93	\$416,790.05	\$6.80	\$477,938.00	\$7.14	\$501,834.90
5	SIDEWALK EXCAVATION ± 4"	LF	500	\$3.15	\$1,575.00	\$3.50	\$1,750.00	\$4.49	\$2,245.00
6	DETECTABLE WARNINGS, CAST IN PLACE	SF	4225	\$22.95	\$96,963.75	\$20.60	\$87,035.00	\$24.09	\$101,780.25
7	DETECTABLE WARNINGS, SURFACE APPLIED	SF	40	\$31.49	\$1,259.60	\$34.00	\$1,360.00	\$32.38	\$1,295.20
8	SAW CUTTING SIDEWALK	LF	4285	\$1.73	\$7,413.05	\$1.60	\$6,856.00	\$2.33	\$9,984.05
9	PARTIAL CURB REMOVAL (BY SAW CUTTING)	LF	120	\$19.95	\$2,394.00	\$20.00	\$2,400.00	\$34.61	\$4,153.20
10	ADA RAMP SIDE CURB	LF	4570	\$25.20	\$115,164.00	\$21.00	\$95,970.00	\$19.98	\$91,308.60
11	CURB & GUTTER REMOVAL & REPLACEMENT	LF	725	\$40.95	\$29,688.75	\$34.00	\$24,650.00	\$66.06	\$47,893.50
12	RETAINING WALL (SPECIAL)	LF	30	\$75.00	\$2,250.00	\$75.00	\$2,250.00	\$142.37	\$4,271.10
13	12" MASONRY BLOCK WALL	SF	130	\$33.60	\$4,368.00	\$36.00	\$4,680.00	\$52.50	\$6,825.00
14	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CY	10	\$72.45	\$724.50	\$60.00	\$600.00	\$82.13	\$821.30
15	INLET TO BE ADJUSTED	EA	6	\$309.75	\$1,858.50	\$330.00	\$1,980.00	\$1,286.14	\$7,716.84
16	INLET TO BE RECONSTRUCTED	EA	6	\$1,627.50	\$9,765.00	\$1,650.00	\$9,900.00	\$1,696.25	\$10,177.50
17	SIDEWALK REINFORCEMENT	SF	1000	\$1.04	\$1,040.00	\$1.00	\$1,000.00	\$1.64	\$1,640.00
18	TRAFFIC CONTROL, MAJOR STREETS	EA	4	\$850.00	\$3,400.00	\$900.00	\$3,600.00	\$3,342.96	\$13,371.84
19	SAW CUTTING SIDEWALK, SPECIAL	IN-FT	350	\$44.10	\$15,435.00	\$49.00	\$17,150.00	\$42.79	\$14,976.50
20	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SF	3750	\$1.58	\$5,925.00	\$1.50	\$5,625.00	\$3.42	\$12,825.00
21	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SF	4185	\$1.75	\$7,323.75	\$1.60	\$6,696.00	\$4.52	\$18,916.20
TOTAL					\$895,618.55	TOTAL	\$899,473.00	TOTAL	\$1,061,044.78



REGULAR AGENDA ITEM NO. 9F

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: That the unit prices from Stark Excavating, Inc. be accepted, and a contract awarded in the amount of \$1,450,000.00, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Bloomington Public Works has been systematic in its assessment and rating of the public infrastructure in the last decade. Asset management ratings have included streets, alleys, brick streets, sidewalks and sewers have begun. In addition, City staff identified the need to evaluate the sanitary and storm sewer lift stations within the City. Staff began to systematically assess these lift stations at the beginning of the Sewer Master Plan process. There are 13 sanitary and storm sewer lift stations. A map is attached showing the location of each.

During staff's assessment, the HoJo Pump Station's failing condition was identified as a major priority for an upgrade because of employee safety concerns and functionality of the lift station. City staff identified this project as one that would not only increase safety, but also reduce operation and maintenance costs and potentially eliminate a station that requires extraordinary monitoring. In the 2013-14 fiscal year, a preliminary evaluation was completed that showed the lift station could potentially be removed.

The HoJo Pump Station was originally constructed in 1977 and includes a concrete wet well and steel dry well. The steel dry well is about 20 feet below ground and houses the pumps, valves and controls for the station. Many of the station components are in poor condition and require repeated maintenance. Furthermore, this pump station appears to be at the end of its design life and could have major failures at any time. Since the existing dry well and all of its controls are below grade, inspection and maintenance are quite difficult and require monitoring. In addition, any work on this station is considered confined space entry and makes this station a safety hazard for those employees that are responsible for its maintenance. Completing this project is a priority over other infrastructure needs because the station appears to be at a point of failure, which requires critical updates that are very expensive.

During the evaluation of the HoJo project, it was discovered that Wittenberg Woods lift station could also be eliminated with the installation of a new gravity sewer that would eliminate the lift

station and save the City money on future operation and maintenance and replacement costs. This project does not impact the recommended sewer rate increase and was slated to be under construction before any sewer rates had been increased.

The bid package included a base bid for converting and rehabilitating an existing force main connected to the HoJo lift station to a gravity sewer and miscellaneous pay items. In addition, plans were prepared to add to the HoJo base project in logical incremental stages with the ultimate goal to complete the entire project (HoJo and Wittenberg gravity sewers) within the budgeted amount. The first additive Alternate A would install a new main from a connection on the HoJo gravity sewer and cross the Interstate 55/74 and Veterans Parkway Right of Way. The second additive Alternate B would complete the Wittenberg Woods gravity sewer to the existing lift station. There were two other alternates listed in the bid schedule to allow for a potential savings for this project. The first alternate was an optional Alternate for ADS Sanitite HP pipe, which is a lighter sewer pipe that is easier for laborers to handle. There was no price submitted for this alternate by the low bid contractor. The second alternate was for a horizontal directional drilled 14" HDPE pipe without a casing pipe. The alternate, if acceptable by the Illinois Department of Transportation, would eliminate the casing pipe and reduce the bid price by \$71,070.00. The engineering department is currently working with IDOT to get this alternate approved.

The contract allows 150 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

The Public Works Department's Engineering Division prepared plans and specifications for the HoJo and Wittenberg Sewer Improvements project and the project was advertised for bids beginning on March 22, 2016. Bids were received until 2:00 PM Thursday, April 7, 2016, in the office of the City Clerk. Only one bid was received and opened in the City Hall Conference Room. The bid tabulation is attached.

<u>(Base Bid + Alt. Bid A1)</u>	
Stark Excavating, Inc. (Low Bid)	\$ 1,657,800.20
Engineer's Estimate (Mauer-Stutz)	\$ 1,417,994.00
Budget	
Sanitary Sewer - HoJo Pump Station Replacement Gravity Sewer	\$ 1,000,000
Sanitary Sewer – The Grove on Kickapoo Cree Subdivision Sewer	
<u>Oversizing Construction</u>	<u>\$ 520,000</u>
Total Budget	\$ 1,520,000
Encumbrance for additional Design (Mauer-Stutz)	- \$ 70,000
Remaining Budget	\$ 1,450,000
 Total Contract Award	 \$ 1,450,000

The Contract Award amount is lower than the Low Bid. Staff has reviewed the contractor's unit prices and will work with the contractor to make field changes to the plans to limit the project to the budgeted amount. If the project cannot be completed within the budgeted amount, a logical stopping point will be established and the remaining unconstructed section will be budgeted and planned for future work. Staff recommends awarding a contract for \$1,450,000 and completing the project wholly or to an agreed upon stopping point with the contractor in order to stay within the project awarded value.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22, and March 29, 2016, and a pre-bid meeting was held at 1:00 PM on March 29, 2016, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The HoJo Pump Station Replacement Gravity Sewer and The Grove on Kickapoo Creek Subdivision Sewer Oversizing Construction projects are appropriated in the FY 2016 Budget in the Sewer-Sewer Construction & Improvements account (51101100-72550) for \$1,000,000 and \$520,000 respectively. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on pages 140, 252, 336, 339 and 341-342.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: 1. Bid Tabulation, 2. Contract, 3. Overall Plan, 4. Lift Station Map

Motion: That the unit prices from Stark Excavating, Inc. be accepted, and a contract awarded in the amount of \$1,450,000.00, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
HoJo and Wittenberg Sewer Improvements
PROJECT NO. # 50-29-13011-11-00
QTY BID NO. 2016-44
BID TABULATION

Bid Opening Date: 04/07/2016
Bid Opening Time: 2:00 PM
Prepared By: WFS 04/11/2016

Attended By: Jeff Raines
Andrew Coffey
Ward Snarr

				LOW BID					
BASE BID				ENGINEERS ESTIMATE		Stark Excavating, Inc.			
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL		
1	12" Sewer Construction - 0' to 8' deep	LF	571	\$ 70.00	\$39,970.00	\$ 65.00	\$37,115.00		
2	12" Sewer Construction - 8' to 12' deep	LF	738	\$ 75.00	\$55,350.00	\$ 70.00	\$51,660.00		
3	12" Sewer Construction - 12' to 16' deep	LF	206	\$ 82.00	\$16,892.00	\$ 95.00	\$19,570.00		
4	5GB - 0'-8' Depth	LF	13	\$ 50.00	\$650.00	\$ 50.00	\$650.00		
5	5GB - 8'-12' Depth	LF	102	\$ 75.00	\$7,650.00	\$ 75.00	\$7,650.00		
6	5GB - 12'-16' Depth	LF	99	\$ 125.00	\$11,925.00	\$ 125.00	\$11,925.00		
7	Bore and Jack 12" Sewer in 20" Steel Casing	LF	461	\$ 420.00	\$193,620.00	\$ 650.00	\$299,650.00		
8	4' Dia. Manholes - 0' to 8' deep	EA	10	\$ 4,700.00	\$47,000.00	\$ 5,000.00	\$50,000.00		
9	4' Dia. Manholes - 8' to 12' deep	EA	7	\$ 5,200.00	\$36,400.00	\$ 5,500.00	\$38,500.00		
10	4' Dia. Manholes - 12' to 16' deep	EA	3	\$ 6,000.00	\$18,000.00	\$ 6,500.00	\$19,500.00		
11	12" Cured-In-Place Pipe Liner	LF	3,475	\$ 30.00	\$104,250.00	\$ 40.00	\$139,000.00		
12	Sewer Connection at Lower End	LS	1	\$ 5,000.00	\$5,000.00	\$ 10,000.00	\$10,000.00		
13	Sewer Connection at Lift Station	LS	1	\$ 7,500.00	\$7,500.00	\$ 5,000.00	\$5,000.00		
14	Abandon Manhole	EA	1	\$ 600.00	\$600.00	\$ 2,500.00	\$2,500.00		
15	Abandon Existing Sewer With CLSM	LF	702	\$ 10.00	\$7,020.00	\$ 12.00	\$8,424.00		
16	Traffic Control and Protection	LS	1	\$ 40,000.00	\$40,000.00	\$ 25,000.00	\$25,000.00		
17	Removal and Replacement of Permanent Type Pavements and Driveways	SY	230	\$ 90.00	\$20,700.00	\$ 150.00	\$34,500.00		
18	Concrete or Brick Sidewalk Removal and Replacement	SF	50	\$ 10.00	\$500.00	\$ 50.00	\$2,500.00		
19	Earth Surface Restoration and Seeding	LS	1	\$ 15,000.00	\$15,000.00	\$ 40,000.00	\$40,000.00		
20	Pressure Test Sewer	LF	1,683	\$ 1.00	\$1,683.00	\$ 2.75	\$4,628.25		
21	Deflection Test Sewer	LF	1,683	\$ 1.00	\$1,683.00	\$ 0.85	\$1,430.55		
22	Leak Test Manholes	EA	20	\$ 350.00	\$7,000.00	\$ 250.00	\$5,000.00		
23	Bypass Pumping	LS	1	\$ 5,000.00	\$5,000.00	\$ 18,500.00	\$18,500.00		
24	Holo Pump Station - Equipment Salvage	LS	0	\$ 10,000.00	\$0.00	\$ 10,000.00	\$0.00		
25	Holo Pump Station - Fill with Flowable Fill and Install Concrete Cap/Fillet	LS	1	\$ 8,000.00	\$8,000.00	\$ 7,000.00	\$7,000.00		
26	Holo Pump Station - Remove Electrical Service	LS	1	\$ 2,500.00	\$2,500.00	\$ 1,500.00	\$1,500.00		
27	Holo Pump Station - Miscellaneous Demolition	EA	1	\$ 2,000.00	\$2,000.00	\$ 5,000.00	\$5,000.00		
28	Holo Pump Station - Provide and Install New Concrete Lid with Frame and Grate	LS	1	\$ 5,000.00	\$5,000.00	\$ 2,000.00	\$2,000.00		
29	Holo Pump Station - Install Access Steps	LS	1	\$ 1,500.00	\$1,500.00	\$ 1,000.00	\$1,000.00		
30	Holo Pump Station - Pump Bypass Connection Modifications (including Pad, Frame, and Grate)	LS	1	\$ 3,200.00	\$3,200.00	\$ 5,000.00	\$5,000.00		
31	Silt Fence	LS	630	\$ 3.50	\$2,205.00	\$ 3.50	\$2,205.00		
32	Ditch Checks and Culvert Protection	LS	24	\$ 150.00	\$3,600.00	\$ 150.00	\$3,600.00		
33	Point Repairs (Allowance - \$100,000)	LS	1	\$ 100,000.00	\$100,000.00	\$ 100,000.00	\$100,000.00		
				TOTAL BASE BID		\$771,098.00	\$959,707.80		\$0.00

ALTERNATE BID FOR ADS SANITITE HP SEWER PIPE									
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	12" Sewer Construction - 0' to 8' deep	LF	571	\$ 50.00	\$28,550.00	\$ -	\$0.00		
2	12" Sewer Construction - 8' to 12' deep	LF	738	\$ 55.00	\$40,590.00	\$ -	\$0.00		
3	12" Sewer Construction - 12' to 16' deep	LF	206	\$ 60.00	\$12,360.00	\$ -	\$0.00		
				TOTAL ALT. BID		\$81,500.00	\$0.00		\$0.00

Add Alternate A - Wittenberg Woods Gravity Sewer - To East Side of Veterans Parkway (SDR 21 PVC Sewer Pipe)									
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A1	12" Sewer Construction - 0' to 8' deep	LF	736	\$ 70.00	\$ 51,520.00	\$ 65.00	\$ 47,840.00		
A2	4' Dia. Manholes - 0' to 8' deep	EA	4	\$ 4,700.00	\$ 18,800.00	\$ 4,500.00	\$ 18,000.00		
A3	Horizontal Directional Drill 12" Sewer in 20" Steel Casing	LF	345	\$ 420.00	\$144,900.00	\$ 450.00	\$155,250.00		
A4	Earth Surface Restoration and Seeding	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 21,600.00	\$21,600.00		
A5	Pressure Test Sewer	LF	736	\$ 1.00	\$ 736.00	\$ 2.75	\$ 2,024.00		
A6	Deflection Test Sewer	LF	736	\$ 1.00	\$ 736.00	\$ 0.85	\$ 625.60		
A7	Leak Test Manholes	EA	4	\$ 350.00	\$1,400.00	\$ 250.00	\$1,000.00		
A8	Traffic Control and Protection	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 25,000.00	\$25,000.00		
				TOTAL ADD ALT. BID A		\$223,092.00	\$271,339.60		\$0.00

ALTERNATE BID FOR ADS SANITITE HP SEWER PIPE									
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	12" Sewer Construction - 0' to 8' deep	LF	736	\$ 90.00	\$66,240.00	\$ -	\$0.00		
				TOTAL ALT. BID		\$66,240.00	\$0.00		\$0.00

ALTERNATE FOR ITEM A3									
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Horizontal Directional Drill 14" SDR11 PE Pipe without Casing Pipe	LF	345	\$ 245.00	\$84,525.00	\$ 244.00	\$84,180.00		
				TOTAL ALT. BID		\$84,525.00	\$84,180.00		\$0.00

Add Alternate B - Wittenberg Woods Gravity Sewer - From End of Add Alternate A to Wittenberg Woods Pump Station (SDR 21 PVC Sewer Pipe)									
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
B1	12" Sewer Construction - 0' to 8' deep	LF	152	\$ 70.00	\$10,640.00	\$ 55.00	\$8,360.00		
B2	12" Sewer Construction - 8' to 12' deep	LF	1,852	\$ 75.00	\$138,900.00	\$ 60.00	\$111,120.00		
B3	12" Sewer Construction - 12' to 16' deep	LF	94	\$ 82.00	\$7,708.00	\$ 85.00	\$7,990.00		
B4	5GB - 8'-12' Depth	LF	1,241	\$ 75.00	\$93,075.00	\$ 95.00	\$117,895.00		
B5	5GB - 12'-16' Depth	LF	94	\$ 125.00	\$11,750.00	\$ 120.00	\$11,280.00		
B6	4' Dia. Manholes - 8' to 12' deep	EA	8	\$ 5,200.00	\$41,600.00	\$ 5,000.00	\$40,000.00		
B7	Connection to existing manhole	EA	1	\$ 5,200.00	\$5,200.00	\$ 3,500.00	\$3,500.00		
B8	Removal and Replacement of Permanent Type Pavements and Driveways	SY	781	\$ 90.00	\$70,290.00	\$ 110.00	\$85,910.00		
B9	Earth Surface Restoration and Seeding	LS	1	\$ 6,000.00	\$6,000.00	\$ 9,000.00	\$9,000.00		
B10	Pressure Test Sewer	LF	2,098	\$ 1.00	\$2,098.00	\$ 2.75	\$5,769.50		
B11	Deflection Test Sewer	LF	2,098	\$ 1.00	\$2,098.00	\$ 1.85	\$1,783.30		
B12	Leak Test Manholes	EA	9	\$ 350.00	\$3,150.00	\$ 250.00	\$2,250.00		
B13	Bypass Pumping	LS	1	\$ 2,000.00	\$2,000.00	\$ 5,000.00	\$5,000.00		
B14	Traffic Control and Protection	LS	1	\$ 8,000.00	\$8,000.00	\$ 5,000.00	\$5,000.00		
B15	Wittenberg Woods Pump Station - Equipment Salvage	LS	1	\$ 10,000.00	\$10,000.00	\$ 3,000.00	\$3,000.00		
B16	Wittenberg Woods Pump Station - Fill with Flowable Fill	LS	1	\$ 5,000.00	\$5,000.00	\$ 3,000.00	\$3,000.00		
B17	Wittenberg Woods Pump Station - Remove Electrical Service	LS	1	\$ 2,500.00	\$2,500.00	\$ 1,500.00	\$1,500.00		
B18	Wittenberg Woods Pump Station - Miscellaneous Demolition	LS	1	\$ 2,500.00	\$2,500.00	\$ 3,000.00	\$3,000.00		
B19	Silt Fence	LS	170	\$ 3.50	\$595.00	\$ 3.50	\$595.00		
B20	Ditch Checks and Culvert Protection	LS	7	\$ 150.00	\$1,050.00	\$ 150.00	\$1,050.00		
				TOTAL ALT. BID B		\$423,804.00	\$426,752.80		\$0.00

ALTERNATE BID FOR ADS SANITITE HP SEWER PIPE									
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
B1	12" Sewer Construction - 0' to 8' deep	LF	152	\$ 50.00	\$7,600.00	\$ -	\$0.00		
B2	12" Sewer Construction - 8' to 12' deep	LF	1,852	\$ 55.00	\$101,860.00	\$ -	\$0.00		
B3	12" Sewer Construction - 12' to 16' deep	LF	94	\$ 60.00	\$5,640.00	\$ -	\$0.00		
				TOTAL ALT. BID		\$115,100.00	\$0.00		\$0.00

TOTAL BASE BID + ALT. for ADS Pipe				\$740,386.00	\$0.00	\$0.00
TOTAL BASE BID + ALT. A				\$994,190.00	\$1,231,047.40	\$0.00
TOTAL BASE BID (ALT. ADS Pipe) + ALT. A (ALT. ADS Pipe)				\$948,758.00	\$0.00	\$0.00
TOTAL BASE BID + ALT. A + ALT. for Item A3				\$933,815.00	\$1,159,977.40	\$0.00
TOTAL BASE BID (ALT. ADS Pipe) + ALT. A (ALT. ADS Pipe) + ALT. for Item A3				\$888,383.00	\$0.00	\$0.00
TOTAL BASE BID + ALT. A + ALT. B				\$1,417,994.00	\$1,057,800.20	\$0.00
TOTAL BASE BID + ALT. A + ALT. B + ALT. for Item A3				\$1,357,619.00	\$1,586,730.20	\$0.00
TOTAL BASE BID (ALT. ADS Pipe) + ALT. A (ALT. ADS Pipe) + ALT. B (ALT. ADS Pipe)				\$1,330,414.00	\$0.00	\$0.00
TOTAL BASE BID (ALT. ADS Pipe) + ALT. A (ALT. ADS Pipe) + ALT. B (ALT. ADS Pipe) + ALT. for Item A3				\$1,222,314.00	\$0.00	\$0.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **April 25, 2016**, by and between, **Stark Excavating, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **MARCH 22 AND 29, 2016**, by advertisement, call for bids for furnishing all labor and material for the construction of **HOJO AND WITTENBERG WOODS SEWER IMPROVEMENTS** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **APRIL 7, 2016**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **HOJO AND WITTENBERG WOODS SEWER IMPROVEMENTS** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **HOJO AND WITTENBERG WOODS SEWER IMPROVEMENTS** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$1,450,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within **150 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

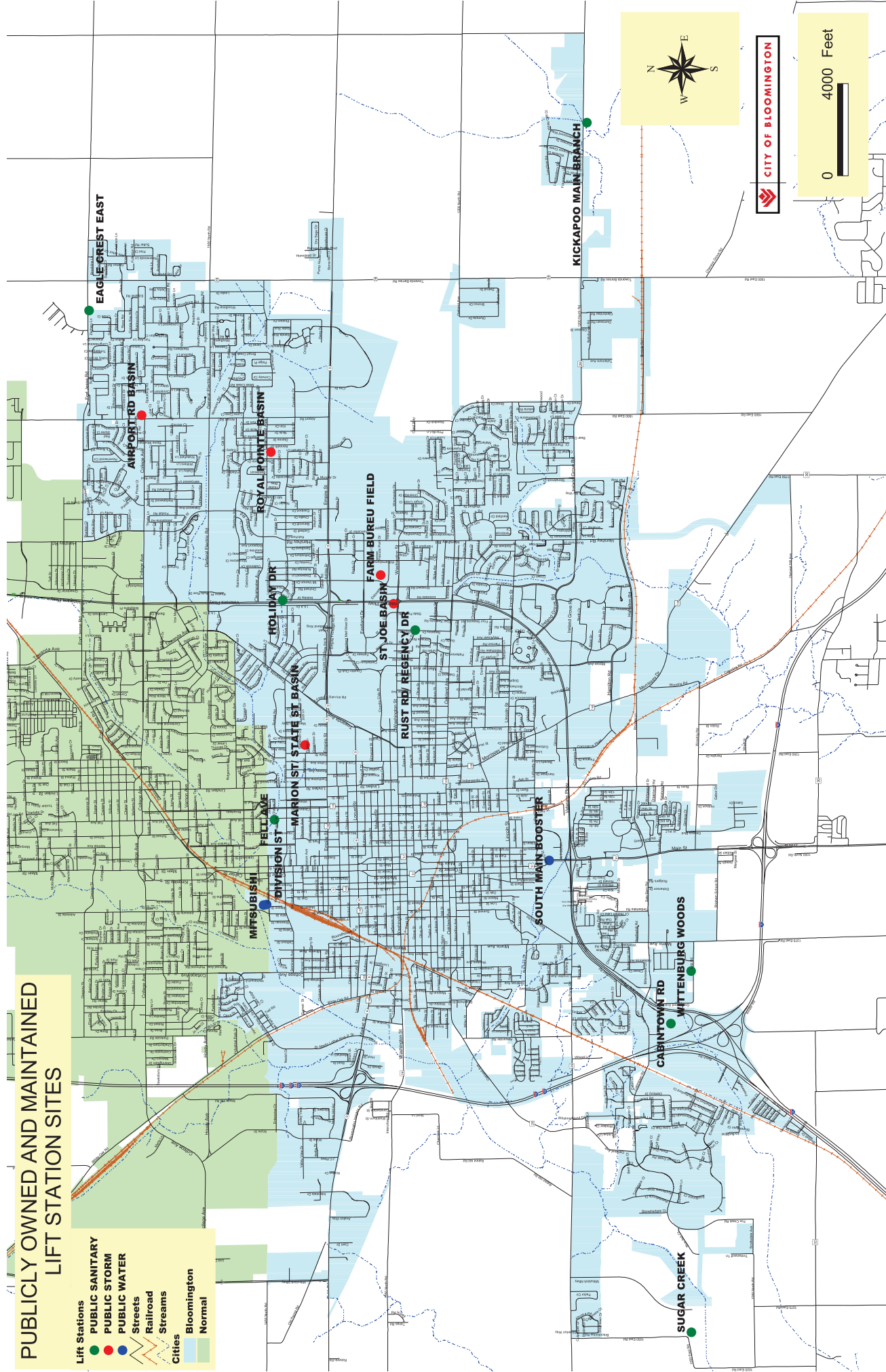
WITNESS:

CONTRACTOR (Seal)



PUBLICLY OWNED AND MAINTAINED LIFT STATION SITES

- Lift Stations**
- PUBLIC SANITARY
 - PUBLIC STORM
 - PUBLIC WATER
 - Streets
 - Railroad
 - Streams
 - Cities
 - Bloomington
 - Normal



CITY OF BLOOMINGTON

0 4000 Feet

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 9G

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: Approving an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: The Street & Alley Vacation Policy is linked to Goal 1, Financially Sound City Providing Quality Basic Services, Objective D, City services delivered in a most cost-effective, efficient manner. The vacation is also linked to Goal 3, Grow the Local Economy and Objective D, Expanded Retail Businesses.

STRATEGIC PLAN SIGNIFICANCE: Having a formal policy on street and alley vacations will facilitate the objective of providing cost-effective and efficient city services by not having to administer to ownership and control of streets and alleys when they are not used for public access to the adjacent property.

BACKGROUND: The vacation of streets and alleys is governed by the Illinois Municipal Code. Specifically, Section 11-91-1 of the Illinois Municipal Code allows the corporate authorities to vacate any street or alley when it is deemed to be in the public interest. This must be done by ordinance and passed by an affirmative vote of three-fourths of the alderman then holding office. Accordingly, a vote of 7 is required for passage of the ordinance to vacate the property. In addition, Section 11-91-1 provides the ordinance vacating may provide it shall not become effective until the adjoining property owner pays compensation in an amount, as determined by the corporate authorities, to be the fair market value of the property acquired or of the benefits which will accrue to them by reason of the vacation.

City staff has developed a policy on alley vacations that has previously been reviewed by the City Council, but never formally adopted. To ensure all street and alley vacation requests are handled in a uniform manner, City staff is asking the Council to formally approve the policy so that set guidelines are established.

As an overview of the policy, those seeking such vacations will be required to file petitions with the City (at a cost of \$150.00). As opposed to requiring an additional public hearing in front of the Planning Commission, the policy provides the City Manager, in consultation with the Department of Public Works, shall review the request for vacation and then make a recommendation to the City Council. The City Council will then hold a public hearing on whether the vacation should be granted. Prior to any public hearing, the Policy requires a 15 day notice be published in the newspaper, as well as, that notices be mailed to all adjoining property owners.

The Policy provides the “compensation” required will be determined by utilizing a formula of 3 times the estimated assessed land valuation (per square foot) of the adjoining property times the square feet of the area to be vacated (3 x Adjoining Land EAV x Sq. Ft. within the property to be

vacated). The Policy does allow for petitioners to separately have the party appraised and for no compensation to be required where the City has requested the vacation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI designated appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. Upon request, any municipal, county, state and federal agencies may be approved by the City Council for an exemption from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Recommended by:



David A. Hales
City Manager

Attachments: Ordinance

Motion: Approve an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations.

Motion: _____ Seconded by: _____

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

ORDINANCE 2016 - ____

**AN ORDINANCE AMENDING THE CITY CODE AND
ADOPTING A POLICY ON STREET & ALLEY VACATIONS**

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

SECTION 1. That Chapter 24, Section 2.12 of Division II of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 24: Section 2.12: Vacation of Plats.

In accordance with State law, any plat or part thereof may be vacated by the owner of the parcel, at any time before the sale of any lot therein, by written vacation instrument to which a copy of the plat is attached. If there are public service facilities in any street, or other public way, or easement shown on said plat, the instrument shall reserve to the City or other public entity or public utility owning such facilities the property, rights-of-way, and easements necessary for continuing public service by means of those facilities and for maintaining or reconstructing the same. If there are no public service facilities in any street or easement, then those streets and easements shall be vacated without any reservation for utilities. The vacation instrument shall be approved by the City Council in the same manner as plats of subdivision code, and shall also be approved by the public utilities involved. In the case of platted parcels wherein any lots have been sold, the written instrument must also be signed by all the owners of the lots in said parcel. In case where a public right-of-way, street or alley is to be vacated, a public hearing shall first be required to be held by the City Council and the vacation shall be done in accordance with the City's Policy on Street & Alley Vacations ~~a public hearing or such vacation shall be held by the Planning Commission.~~

SECTION 2. That the Policy on Street & Alley Vacations, attached hereto as Exhibit A, shall be adopted, implemented, and utilized by City staff and the City Council in making and processing street and alley vacations.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. 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 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective upon its passage and publication.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ____ day of April, 2016.

APPROVED this ____ day of April 2016.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

EXHIBIT A
CITY OF BLOOMINGTON
STREET AND ALLEY VACATION POLICY

I. PURPOSE

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the adjoining property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

II. POLICY

It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

- A. The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.
- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
- C. The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right of way line or superlot, or vacate air rights, will not be granted.
- D. Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.

Vacation is not guaranteed even if 100% of the adjoining owners request the vacation.

III. PROCEDURES

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet

with the staff of the Engineering Division of Public Works. The applicant is encouraged to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners adjoining the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or adjoining property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV(E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section V(E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).

IV. COSTS & COMPENSATION

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- D. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- E. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI designated appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. Upon request, any municipal, county, state and federal agencies may be approved by the City Council for an exemption from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.

ADDENDUM



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, APRIL 25, 2016 7:00 P.M.

ADDITION TO CONSENT:

- 7R Consideration of approving the Second Amendment to the Contract for Professional Services with VenuWorks for Temporary Management at the U.S. Cellular Coliseum. *(Recommend that the Second Amendment to Contract for Professional Services be approved and the City Manager and City Clerk be authorized to execute the Second Amendment.)*

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



CONSENT AGENDA ITEM NO. 7R

FOR COUNCIL: April 25, 2016

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

RECOMMENDATION/MOTION: Recommend that the Second Amendment to Contract for Professional Services be approved and the City Manager and City Clerk be authorized to execute the Second Amendment.

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 March 28, 2016, the City Council approved a Contract for Professional Services with VenuWorks of Bloomington, LLC, for the management of the U.S. Cellular Coliseum. The Contract is for 90-days while the parties finalize the details of a more formal management arrangement that will be for five years, with an option to terminate after three years.

In order to obtain a liquor license from the State of Illinois, the State Liquor Commission is requiring VenuWorks to demonstrate it has at least a one-year agreement to manage the Coliseum. Although the parties are preparing to enter into a five-year agreement (with the option to terminate after three years), the State has not found the interim agreement to be sufficient for the issuance of a liquor license. The State, however, has advised a simple amendment changing the term to 12 months will suffice. The Second Amendment accordingly provides the term of the Contract for Professional Services shall be for a period of 12 months (instead of three months), while expressing the intent to supersede the agreement with a more complete management agreement by July 1, 2016.

The Second Amendment also provides if the full-term management agreement is not negotiated and approved by July 1, 2016, as contemplated by the original agreement, a monthly management fee of \$9,500 will be implemented and charged by VenuWorks. Under the current interim three-month agreement, VenuWorks is not charging a monthly management fee. This interim arrangement was a large value to the City and has been very beneficial to the City.

Notwithstanding the extension of the term, the parties still anticipate having the more complete five-year management agreement negotiated and ready for public presentation and consideration within the next few weeks and approved prior to July 1, 2016. The Second Amendment also provides both parties the right to terminate the agreement with 60 days advance written notice.

In sum, the Second Amendment is designed to address a technical issue being raised by the State Liquor Commission. It is in the best interests of the City for VenuWorks to obtain a liquor license sooner rather than later as no commissions on the sale of concessions is being charged to the City in the interim management agreement and this creates other efficiencies in operations for the Coliseum.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Second Amendment to Contract for Professional Services

Motion: Seconded by:

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

SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

This Second Amendment to the Contract for Professional Services is made on this 25th day of April, 2016, as set forth herein, between the CITY OF BLOOMINGTON, a municipal corporation in the County of McLean and State of Illinois ("City"), and VenuWorks of Bloomington, LLC, an Illinois limited liability company doing business in the State of Illinois ("VenuWorks")

RECITALS

- A. The City owns a sports and entertainment center, known as the U.S. Cellular Coliseum ("Coliseum").
- B. On March 28, 2016, the City and VenuWorks entered into a Contract for Professional Services to operate the Coliseum on a 90-day period while a final management contract is negotiated.
- C. In order to obtain a liquor license from the State of Illinois, VenuWorks must demonstrate it has a contract with the facility for at least 12 months.
- D. To permit VenuWorks the ability to obtain the necessary liquor license, the parties desire to amend the Contract for Professional Services to a one-year term. It is still the intention of the parties to enter into a longer, five-year agreement with the option to terminate after three years, on or before July 1, 2016. The Contract for Professional Services will therefore be replaced by the longer-term contract upon its successful negotiation.
- E. As part of the Contract for Professional Services, VenuWorks agreed not to charge a management fee during the interim three-month period. As the parties are agreeing to potentially extend the interim agreement for at least 12-months, the Contract will also be revised to reflect that a monthly management fee of \$9,500 will be implemented beginning on July 1, 2016, if the new five-year agreement has not yet been successfully negotiated or approved.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

- 1. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
- 2. The following paragraph shall replace Section 1 of the Contract for Professional Services:
 - 1. Term. This agreement shall be in effect for the period beginning April 1, 2016 and shall thereafter continue in effect for 12 months, and on a month-to-month basis thereafter, except that

this agreement may be superseded by the successful negotiation and acceptance of a more complete management agreement with a five-year term (with the right to terminate after three years) which shall replace all provisions of this agreement. If the City and VenuWorks are unable to agree to the terms of a new management agreement, VenuWorks agrees to cooperate with the City in transitioning out of the services provided under this Contract. This agreement may be terminated by giving the other party 60-days advance written notice.

3. The following paragraph shall replace Section 3 of the Contract for Professional Services:

3. Compensation. VenuWorks will receive compensation of \$1.00 per month for the first three months of this agreement. If the agreement is still in effect on July 1, 2016, VenuWorks will receive compensation of \$9,500 per month for each month this agreement continues thereafter. The compensation will be billed to the City by VenuWorks on a monthly basis, with payment due within fifteen (15) days of receipt of billing.

4. In all other respects the Contract for Professional Services shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Contract for Professional Services in duplicate this day and year first above written.

CITY OF BLOOMINGTON

VENUWORKS OF BLOOMINGTON, LLC

By: _____
Its City Manager

By: _____
Its President

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____
Its Secretary