

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, APRIL 14, 2014 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment (*15 Minutes*)**
- 6. Recognition/Appointments**
 - A. Proclamation Declaring April 22, 2014 as Earth Day 2014**
 - B. Proclamation of April 2014 as Jazz Appreciation Month**
- 7. Consent Agenda**
 - A. Council Proceedings of March 24, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of March 24, 2014 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Appointments and Reappointments to Various Boards and Commissions. (Recommend that the Appointments and Reappointments be approved.)**
 - i. Japanese Sister City Committee: Rich Strle, Steven Campbell, and Robert Harrison.**
 - ii. Board of Fire and Police Commissioners: Delos Messinger, William Witte, John Rich, and David Penn.**
 - iii. Library Board Trustee: Brittany Cornell, Whitney Thomas, Monica Brigham, and Linda Curtis.**
 - iv. Planning Commission: Kevin Suess.**
 - v. Cultural District Commission: David Hauman.**

vi. Historic Preservation Commission: Levi Sturgeon.

vii. Human Relations Commission: Dontae Latson and Gary Hoover.

- D. Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage. (Recommend that the payment to Arthur J. Gallagher, Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2014 through April 30, 2015 be approved, in the amount of \$776,898.)**
- E. A Resolution authorizing a Service Agreement with the lowest responsible bidder for the supply of electricity/natural gas for City Municipal facilities that are not covered by the Municipal Electric Aggregation Program and Designating the City Manager to have the authority to approve Electricity/Natural Gas Supplier. (Recommend that the Resolution be adopted.)**
- F. Purchase of ammunition for the Police Department. (Recommend that Council retroactively authorize the purchase of handgun/rifle ammunition from Ray O'Herron Co., Inc., Danville, IL., using the State of Illinois Joint Purchasing Contract in the amount of \$44,432, and the Procurement Manager be authorized to issue a purchase order.)**
- G. Purchase of 2014 Bond MS SEDCO Intersector Microwave Detection. (Recommend that the formal bid process be waived and the purchase approved for 36 MS SEDCO Intersector Presence Detectors, 36 MS SEDCO Intersector Interface Boards and 11,000' of Outdoor Rated CAT5 Cable from Brown Traffic Products Inc., a sole source provider, in the amount of \$160,550, and the Procurement Manager be authorized to issue a Purchase Order.)**
- H. Analysis of Bids for Towing 10,000 Gross Vehicle Weight (GVW) and Under. (Recommend that the Towing Bid for 10,000 GVW and Under be awarded to Joe's Towing and Recovery for the period of three years commencing May 1, 2014.)**
- I. Analysis of Bids for Street and Park Trees. (Recommend that the purchase of 186 trees from John Deere Landscape, 140 trees from Schichtels Nursery Inc. and 21 trees from Green Glen Nursery Inc. be approved, for the total amount of \$34,701, and the Procurement Manager be authorized to issue a Purchase Orders for the same.)**
- J. Civil Analysis of Proposals for the Conservation of the Soldiers and Sailors Monument. (Recommend that the Proposal for Conservation of the Soldiers and Sailors Monument be awarded to Joseph Gnazzo Company Inc., in the amount of \$48,300, and the Procurement Manager be authorized to issue a Purchase Order.)**

- K. Analysis of Bids for the City Hall Roof Replacement. (Recommend that the bid for Replacement of the City Hall Roof be awarded to Wyman Roofing, in the amount of \$226,311, and the Mayor and City Clerk be authorized to execute the necessary documents for approval of the Base Bid and Alternates One and Three, the budget amendment be approved and the Ordinance passed.)**
- L. Request for Proposals (RFP) for Taxable Capital Lease for FY14 Budget. (Recommend that the RFP for Taxable Capital Lease be awarded to Commerce Bank in the amount of \$1.482 million, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- M. Amend Alternative Service Concepts Claims Service Contract (ASC), Third Party Administrator Claims (TPA) – May 1, 2013 through April 30, 2016 Claims Authority. (Recommend that the contract amendment be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- N. Tolling Agreement with McLean County Land Trust CC-1. (Recommend that the Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- O. McLean County Animal Shelter Agreement. (Recommend that the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- P. Animal Control Warden Services Agreement. (Recommend that the agreement with McLean County Board of Health for animal warden services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- Q. Payment for participation in McLean County's Information Technologies for EJustice Support and Oracle Support. (Recommend that the payment to McLean County's Information Technologies in the amount of \$29,696.97 for EJustice support and \$8,792.72 for Oracle support for EJustice be approved for a total of \$38,489.69.)**
- R. Application of Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, requesting a GPBS liquor license. (Recommend that an GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, be created, contingent upon compliance with all applicable health and safety codes with the following condition: No single serve sale items.)**
- S. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on July 5, 2014. (Recommend that the Ordinance be passed.)**
- T. Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 29, 2014. (Recommend that the Ordinance be passed.)**

- U. Petitions from Andrew Hunt, Requesting Approval of a Final Plat for the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision and Vacation of an Easement in Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision. (Recommend that the Final Plat and Easement Vacation be approved and the Ordinances passed.)
- V. Petition from Hawthorne Commercial Park, LLC, requesting approval of a Final Plat for the Tenth (10th) Addition to Hawthorne Commercial Park Subdivision. (Recommend that the Final Plat be approved and the Ordinance passed.)
- W. Petition submitted by Hawthorne Commercial Park, LLC, requesting approval of a Rezoning from B-1, Highway Business District to S-2, Public Lands & Institutional District, for the property located on Lot 22, Tenth Addition to Hawthorne Commercial Subdivision on the south side of the intersection of Pamela Dr. and Woodbine Rd. (Recommend that the Rezoning be approved and the Ordinance passed.)
- X. Petition from Hershey Grove, LLC, to rescind the Final Plat of the Hershey Grove Fourth (4th) Addition Phase I previously approved by Council and approve the Final Plat for the Fourth (4th) Addition to Hershey Grove Subdivision. (Recommend that Ordinance 2009 – 02 be rescinded, the Final Plat be approved and the Ordinance passed.)
- Y. Petition submitted by Dennis Pulliam, requesting approval of a Special Use Permit for a Two-Family Residence for the property located at 611 S. Clayton St. (Recommend that Council deny the Petition for the Special Use Permit for a Two-Family Residence.)
- Z. Text Amendment to Chapter 13. Concealed Weapons. (Recommend that the Text Amendment be approved and the Ordinance passed.)

8. Public Hearing - FY 2015 Proposed Budget

9. Regular Agenda

- A. Amendment to U.S. Cellular Coliseum Development and Management Agreement. (Recommend that the First Amendment to the Development and Management Agreement with Central Illinois Arena Management, Inc. (CIAM) be approved and the Mayor authorized to execute the necessary documents.) *(10 minutes)*
- B. Termination of the Hockey License Agreement – U.S. Cellular Coliseum. (Recommend that the Termination Agreement with Illinois Pro Sports, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) *(10 minutes)*

C. Hockey License Agreement with CSH International, Inc.

- i. Presentation by John Butler, President of Central Illinois Arena Management, Inc. (5 minutes)**
- ii. Hockey License Agreement with CSH International, Inc. (Recommend that the Hockey License Agreement with CSH International, Inc. be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (10 minutes)**

D. “TIGER 2014” Discretionary Grant from the US Department of Transportation (US DOT) for the Hamilton Rd. – Bunn to Commerce Connection. (Recommend that staff be authorized to proceed with a grant application to the US DOT and the Resolution which supports the project and obligates the City to authorize the local matching funds up to \$2,900,000 be adopted.) (15 minutes)

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



FOR COUNCIL: April 14, 2014

SUBJECT: Proclamation of April 22, 2014 as Earth Day 2014

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

BACKGROUND: The proclamation will be presented:

Declaring April 22, 2014 as Earth Day 2014

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamation

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

Motion: _____ Seconded by: _____

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

PROCLAMATION
In Recognition of Earth Day 2014
April 22, 2014

WHEREAS, the global community now faces extraordinary challenges, such as environmental degradation, climate changes, food and water shortages and global health issues; and

WHEREAS, all people, regardless of race, gender, income or geography, have a moral right to a healthy, sustainable environment; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action to create positive environmental change to combat the aforementioned global challenges; and

WHEREAS, a sustainable environment can be achieved on the individual level through educational efforts, public policy and consumer activism campaigns; and

WHEREAS, it is necessary to broaden and diversify the environmental movement to achieve maximum success; and

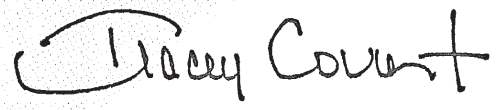
FURTHERMORE, let it be known that Bloomington, Illinois, hereby encourages its residents, businesses and institutions to use **EARTH DAY** to celebrate the Earth and commit to building a sustainable and green economy.

THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, hereby pledge, this Earth Day, April 22, 2014, to support environmental initiatives in Bloomington, Illinois and to encourage others to undertake similar actions.


Tari Renner

Mayor




Tracey Covert

City Clerk



FOR COUNCIL: April 14, 2014

SUBJECT: Proclamation of April 2014 as Jazz Appreciation Month

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

BACKGROUND: The proclamation will be presented:

Declaring April 2014 as Jazz Appreciation Month

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamation

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

Motion: _____ Seconded by: _____

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

PROCLAMATION
In Recognition of Jazz Appreciation Month
April 2014

WHEREAS, born on the streets of New Orleans, in the 1890s, jazz is a distinctively American art form that is enjoyed throughout the world; and

WHEREAS, jazz music has become an international language that bridges cultural differences and brings people of all races, ages, and backgrounds together; and

WHEREAS, for more than a century, jazz has been a powerful inspiration for choreographers, dancers, filmmakers, poets, writers, composers and musicians in many other kinds of musical expression; and

WHEREAS, jazz moves us, inspires us, comforts us and allows us to transcend time and space; and

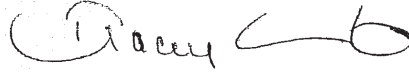
WHEREAS, the ability to express our emotions is critical to our survival. We believe jazz is a conduit to our emotions and an essential part of the American experience; and

WHEREAS, J. F. Johnson once said: "Jazz is restless. It won't stay put and it never will." Jazz lovers in Bloomington wouldn't have it any other way.

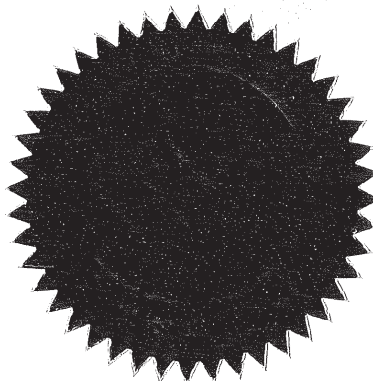
THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby proclaim April 2014, as Jazz Appreciation Month, in Bloomington, Illinois.


Tari Renner

Mayor


Tracey Covert

City Clerk





FOR COUNCIL: April 14, 2014

SUBJECT: Council Proceedings of March 24, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of March 24, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of March 24, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for March 24, 2014

Motion: _____ Seconded by: _____

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

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:01 p.m., Monday, March 24, 2014.

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

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Mboka Mwilambwe, Kevin Lower, David Sage, Robert Fazzini, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

City Manager David Hales, City Clerk Tracey Covert, and Interim Corporate Counsel Jeff Jurgens were also present.

The following was presented:

Presentation to former Alderman Jennifer McDade.

Mayor Renner noted that Ms. McDade had served as an Alderman from May 1, 2009 until February 6, 2014. He presented her with a plaque.

Jennifer McDade addressed the Council. She thanked the Council and City staff for their service. She recognized the support received from the residents. This was a great City. She was grateful for the experience.

The following was presented:

SUBJECT: Proclamation of April 2014 as Child Abuse Prevention Month

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

BACKGROUND: The proclamation will be presented:

Declaring April 2014 as Child Abuse Prevention Month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Mayor Renner read and presented the Child Abuse Prevention Month Proclamation to Bruce Bergethon and Rachel McFarland, Child Protection Network Vice Chair. He recognized Jason Chambers, McLean County State's Attorney, who was present at the meeting.

Motion by Alderman Fazzini, seconded by Alderman Fruin that Proclamation be made a matter of record.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Presentation of Source Water Protection Award to the Water Department.

Craig Cummings, Water Director, addressed the Council. He thanked them for the opportunity. Rick Twait, Superintendent – Water Purification, had accepted the Award from the AWWA (American Water Works Association). This was a competitive award. This year was the award's inaugural year. He cited the City's collaborative efforts, (McLean County Soil & Water Conservation District/MCSWCD, Nature Conservancy, Environment Defense Fund), and the watershed programs. Mr. Twait had been tireless in his efforts. He cited watershed expansion and the recognition received. The bar for this award had been set high.

Rick Twait, Superintendent – Water Purification, addressed the Council. He presented the Award to the Council. He was proud to be part of the Source Water Protection, Lake & Watershed Management Program for the City's Water Supply Reservoirs. He expressed his appreciation to the Council for their support and trust. Part of water supply planning included water quality and quantity. There was no sure thing; the goal was to reach a long term solution. He noted ancillary benefits. The City entered into a formal relationship with the MCSWCD in 1992. He also recognized the Nature Conservancy. These relationships helped the City address nitrate controls and lake

shore and stream stabilization. The Friends of Evergreen, a new group, hoped to increase habitats and recreational uses. He thanked all of the City's partners and recognized their trust in the City.

The following was presented:

Introduction of Frank Koehler, Interim Director - PACE.

David Hales, City Manager, introduced Frank Koehler, PACE's Interim Director. Mr. Koehler had been retained due to Mark Huber's retirement. He provided background information. Mr. Koehler had retired in 2010 from a career in local government. He held a number of college degrees and like serving local communities.

The following was presented:

SUBJECT: Council Proceedings of March 10, 2014, Work Session Minutes from March 20, and April 5, 2010, and October 10, 2011 and Special Session Minutes from February 24, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of March 10, 2014, Work Session Minutes from March 20, and April 5, 2010, and October 10, 2011 and Special Session Minutes from February 24, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of March 10, 2014, Work Session Minutes from March 20, and April 5, 2010, and October 10, 2011 and Special Session Minutes from February 24, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the reading of the minutes of the previous Council Proceedings of March 10, 2014, the Work Session Minutes from March 20, and April 5, 2010, and October 10, 2011 and Special Session Minutes from February 24, 2014 be dispensed with and the minutes approved as printed.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on March 20, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to John M. Scott Health Resource Center

RECOMMENDATION/MOTION: That the Appointments be affirmed.

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

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

BACKGROUND: I ask your affirmation of the following appointment:

John M. Scott Health Resource Center: Laura Grant, Family Stabilization Coordinator affirming Mid Central Community Action's appointment to this Board. Ms. Grant shall serve until May 30, 2016. Mid Central Community Action, Inc. is authorized to select an individual for appointment to this Board by the Trustees.

John M. Scott Health Resource Center: Nicole Smith, Community Impact's Asst. Director, affirming the United Way of McLean County's appointment to this Board. Ms. Smith will complete Ashley Long's appointment. The United Way of McLean County is authorized to select an individual for appointment to this Board by the Trustees.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Appointments be affirmed.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That the Reappointments be approved.

STRATEGIC PLAN LINK: Goal 3. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the reappointment of:

- Bernard Anderson of 12 Hiddenlake Ct., 61704 to the Mid Central Community Action Board. His four (4) year term will expire February 28, 2018.
- Barbara Meek of 1914 Hackberry Rd., 61704 to the Board of Zoning Appeals. Her three (3) year term will expire April 30, 2017.
- Julie Morgan of 705 Ohara, 61701 to the Property Maintenance Review Board as the Citizen At Large member. Her three (3) year term will expire April 30, 2017.

- Valerie Dumser of 809 W. Washington, 61701 to the Property Maintenance Review Board as the Small Landlord member. Her three (3) year term will expire April 30, 2017.
- John Capodice of 2827 Capodice Rd., 61704 to the Property Maintenance Review Board as the Large Landlord member. His three (3) year term will expire April 30, 2017.
- Sue Floyd of 608 N. Lee St., 61701 to the Citizen's Beautification Committee. Her three (3) year term will expire April 30, 2016 (term expired 4/30/2013).
- Martha Burk of 904 S. Clinton St., 61701 to the Citizen's Beautification Committee. Her three (3) year term will expire April 30, 2016 (term expired 4/30/2013).
- Patti-Lynn Silva of 109 E. Olive St., 61701 to the Police Pension Board. Her two (2) year term will expire April 30, 2016.
- Rhonda Smith of 2 Rock Garden Ct., Duplex #2, 61704 to the Human Relations Commission. Her three (3) year term will expire April 30, 2017.
- John Elliott of 1408 Kurt Dr., Apt #10, 61701 to the Human Relations Commission. His three (3) year term will expire April 30, 2015 (term expired 4/30/2012).

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Fruin the Reappointments be approved.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Replacement of Tractor and Front End Loader for Parks, Recreation and Cultural Arts Department

RECOMMENDATION/MOTION: Recommend that the purchase one (1) Kubota M9960HDC and one (1) LA1353A Quick Attach Front Loader from Nord Outdoor Power, Bloomington, IL using the National Joint Powers Alliance Contract Number 070313-KBA be approved, in the amount of \$55,768.30, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Parks, Recreation and Cultural Arts Department, Park Maintenance Division, operates a 1994 Case 401D tractor, unit #704, with a front end loader. The transmission lost forward speeds during the last fiscal year. The overall condition of the unit and the repair estimate were considered and the repair expense was deemed financially irresponsible. The cost of maintenance of this unit to date is \$36,580.36.

Parks also operates a 1998 Ford 545D tractor with a front end loader, unit #857 that is used on a daily basis. The cab is severely rusted and many repairs have been done to the door. It has had electrical, steering, rear axle, and shifting problems. Total maintenance cost to date is \$21,840.81. Staff asks that both of these units be declared surplus and disposed of according to Chapter 16. Department of Finance, Section 57. Disposal of Surplus Property.

The new unit will be used on a daily basis at our chip pile loading trucks and moving mulch. With the addition of the jaw bucket on the new unit, it will be capable of moving and loading logs. This will help our Forestry Division on street and park tree log removals. This unit will help streamline the efficiency of site cleanup.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Kubota Tractor Corporation, Corporation Counsel, and Procurement Manager.

FINANCIAL IMPACT: Parks and Recreation Division have \$55,000 budgeted this fiscal year in the FY 2014 Capital Lease - Capital Outlay Equipment Other than Office (40110130 - 72140) line item. The replacement unit will cost \$55,768.30. The \$768.30 overage will be absorbed by savings in the fund from other purchases. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on pages 109 and 112.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

Reviewed and Concur: Jim Karch P.E., Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the purchase one (1) Kubota M9960HDC and one (1) LA1353A Quick Attach Front Loader from Nord Outdoor Power, Bloomington, IL using the National Joint Powers Alliance Contract Number 070313-KBA be approved, in the amount of \$55,768.30, and the Procurement Manager be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Vehicle Replacements for Water Department

RECOMMENDATION/MOTION: Recommend that the purchase of two (2) Ford Transit Connects from Curry Motors, Frankfort, IL using the Northwest Suburban Purchasing Cooperative Contract Number 139 be approved, in the amount of \$43,492, and the Procurement Manager be allowed to issue a Purchase Order.

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

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

BACKGROUND: Water Transmission and Distribution Division has a 2006 Dodge Dakota with over 102,000 miles. It is scheduled for replacement this fiscal year. This unit has had front end and transmission problems. The maintenance cost to date for this unit is \$11,917.63. Staff asks that both of these units be declared surplus and disposed of according to Chapter 16. Department of Finance, Section 57. Disposal of Surplus Property.

The Water Transmission and Distribution Division also has a 2001 Chevrolet Cavalier. This unit has 64,013 miles and is scheduled to be replaced due to its age. This unit is a passenger car that cannot be used to transport tools or equipment. The Cavalier has not had any major maintenance issues. The Water Department has made operational changes during the transition to automated meters and no longer requires this passenger car. Staff is recommending that this unit be transferred to the Motor Pool and used as a loaner vehicle by all departments when a unit is in for repair. Staff also recommends that the Motor Pool's 1999 Dodge 1500 pickup with differential problems be declared surplus and disposed of according to Chapter 16. Department of Finance, Section 57. Disposal of Surplus Property.

There is currently a Transit Connect in service at the Water Department and has proven to be very versatile. It provides secure storage and protection for expensive tools and equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The replacement units will cost \$43,492 and are budgeted in Water Transmission & Distribution - Capital Outlay Licensed Vehicles (50100120 - 72130). Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 140.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

Reviewed and concur: Jim Karch P.E., Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the purchase of two (2) Ford Transit Connects from Curry Motors, Frankfort, IL using the Northwest

Suburban Purchasing Cooperative Contract Number 139 be approved, in the amount of \$43,492, and the Procurement Manager be allowed to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Scope Modification to the Professional Engineering Services Contract with Knight E/A, Inc. to perform a Preliminary Environmental Site Assessment for the Intersection Improvements and Traffic Signal Installation Design Project

RECOMMENDATION/MOTION: Recommend that the Amendment to the contract with Knight E/A, Inc. for Intersection Improvements and Traffic Signal Installation Design Services in the amount of \$4,857.45 be approved, the Motor Fuel Tax Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Council approved a contract with Knight E/A, Inc. on October 28, 2013 for design services related to the intersection improvements at General Electric Rd. and Keaton Pl./Auto Row, Hershey Rd. and Arrowhead Dr., and Hershey Rd. and Clearwater Ave. The approved scope of work includes the following: perform traffic analysis, complete intersection design studies, and prepare construction plans, specifications and estimates as required to utilize Motor Fuel Tax funding.

In addition, the original scope of work includes preparation and submission of an Environmental Survey Request (ESR). The ESR was submitted to the Illinois Department of Transportation (IDOT) in January 2014. As part of IDOT's review it was determined that in addition to the ESR, IDOT is requiring that a Preliminary Environmental Site Assessment (PESA) be performed. As part of coordination discussions, IDOT provided east side highway environmental information that will assist the PESA efforts for this project. The provided information allows the required PESA scope to be minimized and the process to be completed faster than what is typical for this scope of work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT was contacted to determine required environmental review procedures.

FINANCIAL IMPACT: The additional \$4,857.45 will be paid out of the FY 2014 Budget, Motor Fuel Tax - Street Construction & Improvement (20300300 - 72530). This scope modification was not included in the original Motor Fuel Tax budget for FY 2014. Due to other budgeted Motor Fuel Tax projects not ready to bid, funds are available. Stakeholders can locate this in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on page 10.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Assistant City Engineer

Reviewed and concur: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Amendment to the contract with Knight E/A, Inc. for Intersection Improvements and Traffic Signal Installation Design Services be approved, in the amount of \$4,857.45, the Motor Fuel Tax Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for the 2012 Utility Maintenance Contract

RECOMMENDATION/MOTION: Recommend that the Amendment to the Contract for 2012 Utility Maintenance, with George Gildner, Inc. be approved, in the amount of \$41,100, and the Resolution adopted, which is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2b. Quality water for the long term, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: At the August 13, 2012 and April 8, 2013 meetings, Council executed the 2012 Utility Maintenance Contract with George Gildner, Inc. in the amount of \$600,000. Upon execution of the contract, Gildner completed thirty-five (35) repair projects. Some of these projects involved maintenance on pumps at the Lake Bloomington Water Treatment Plant and Ft. Jesse Water Pump Station. This work involved repairing large pumps that have failed or needed maintenance. Final invoices for these repairs have been submitted and exceed the current contract amount by approximately \$41,100. A list of completed projects and cost is provided.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 25 and July 2, 2012 and a pre-bid meeting was held at 10:00 a.m. on July 2, 2012 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The revision to the contract amount is an additional \$41,100 to be paid by Water Transmission and Distribution - Water Main Construction and Improvement (50100120 - 72540). The Water Department budget has available budgeted funds to cover the revision. Stakeholders may find this in the FY 2014 Budget Book titled “Other Funds and Capital Improvement Program” on page 140. The current and revised amounts that are proposed are listed below.

	CURRENT	REVISED
Storm Water (53103100-72550)	\$150,000	\$150,000
Sanitary Sewer (51101100-72550)	\$200,000	\$200,000
Water Transmission & Dist. (50100120-72540)	\$250,000	\$291,100
Total Contract	\$600,000	\$641,100

Respectfully submitted for Council consideration.

Prepared by: Craig Cummings, Director of Water

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 -

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$41,100 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND GEORGE GILDNER, INC.**

WHEREAS, the City of Bloomington has previously entered into a contract with George Gildner, Inc. in the amount of \$600,000 for thirty-five (35) repair projects; and

WHEREAS, for the reasons set forth in a staff report dated March 24, 2014 it is necessary to enter into the change order (see invoices attached hereto as Exhibit A) and the City Council finds that such is germane to the original contract as signed; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the March 24, 2014 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$41,100 in the contract between the City of Bloomington and George Gildner, Inc. be approved.

ADOPTED this 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Amendment to the Contract for 2012 Utility Maintenance, with George Gildner, Inc. be approved, in the amount of \$41,100, and the Resolution adopted, which is germane to the original contract as signed and is in the best interest of the City and authorized by law.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Rescind Final Plat for the Resubdivision of Lot 145 in Airport Park Subdivision, 12th Addition, commonly located east of Haeffele Way and north of Rt. 9

RECOMMENDATION/MOTION: That the Final Plat and Ordinance No. 2009 - 80 be rescinded and the Ordinance passed.

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

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

BACKGROUND: On December 14, 2009, the Council approved the Final Plat for the Resubdivision of Lot 145 in Airport Park Subdivision, 12th Addition. The Petitioner was CIP, LLC. This Final Plat was never recorded.

The plan was to divide Lot 145 into two (2) separate lots. One lot would be developed as a bar and grill. A site plan for the T-Box Bar and Grill was developed by Lewis, Yockey & Brown, Inc. but the development was never completed.

The City Clerk's Office as part of administrative housekeeping is requesting formal action from the Council as land issues are permanent records.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert, City Clerk

Legal review by:

Jeff Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 15

**AN ORDINANCE RESCINDING THE ORDINANCE PREVIOUSLY APPROVING
THE FINAL PLAT OF THE RESUBDIVISION OF LOT 145 IN THE
12TH ADDITION OF AIRPORT PARK SUBDIVISION**

For the reasons set forth in the Petition for Repeal of Ordinance Approving Final Plat, which Petition is valid and sufficient, and the relief requested in the Petition should be granted.

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

1. That Ordinance Number 2009 - 80 approved by Council on December 14, 2009 be rescinded;
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Fruin that Ordinance No. 2009 - 80 be rescinded, and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

2014 \$10 Million Street Resurfacing Bond Contracts - Staff presentation.

David Hales, City Manager, introduced this item. The listing of streets to be resurfaced had not been finalized. City staff could not negotiate with Rowe Construction until after the bid is awarded by the Council. There were three (3) contracts which were part of \$10 million bond issue for streets and sewers.

Jim Karch, Public Works Director, addressed the Council. He presented a short history. City staff had met the deadlines. All sewers had been televised as part of the City's block by block philosophy. He addressed street resurfacing. This project started with a long list of streets. Some streets had sewer issues. City staff included more work in the bid specifications than was possible to address this year. City staff would use this list when looking at the next fiscal year. After the Council awarded the bid, City staff would commence value engineering with Rowe Construction. The contract would be written for a certain dollar amount. There was some money directed towards sewers. There had been some main line sewer repair work completed. The amount of money budgeted for sidewalks was larger than normal. To be compliant with ADA (American with Disabilities Act), sidewalk ramps must be addressed when a street is resurfaced. The City's block by block philosophy requires a review/repair of sidewalks. Street signs and fire hydrants were included in this review process. He also addressed pavement preservation. The City has changed the way it views streets. The goal with this program was to extend the pavement's life. This was a continuing program. He stressed that the City was not there yet. The Council needed to stay the course by providing steady funding and a sustainable plan.

The following was presented:

SUBJECT: Analysis of Bids and Approval of Contract for 2014 Bond General Resurfacing

RECOMMENDATION/MOTION: That the unit prices from Rowe Construction for the 2014 Bond General Resurfacing Program be accepted, and the contract be approved in the base amount of \$8,190,000 to be paid out of the FY 2014 budget, with an additional \$140,000 for the Alternate FY 2015 Howard St. CDBG project, to be executed on or after May 1, 2014, contingent upon approval of the Howard St. CDBG project included in the FY 2015 Proposed Budget, and the Mayor 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; and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department prepared the 2014 Bond General Resurfacing proposal package and advertised the project for competitive bids. Bids for this contract were received until 11:30 a.m. Monday, March 10, 2014 in the office of the City Clerk. A lone bid

was received and opened in the Council Chambers. The single bid was submitted by Rowe Construction.

Rowe Construction – Base Price	\$9,989,386.58
Rowe Construction – Alternate Price (CDBG Howard Street Scope of Work)	\$159,422.62
Rowe Construction Base + Alternate Price	\$10,148,809.20
Engineer’s Estimate – Base Price	\$9,872,532.60
Engineer’s Estimate – Alternate Price	\$170,987.00
Engineer’s Estimate	\$10,043,519.60
Bond Allocation Amount	\$ 8,190,000.00
CDBG Funds	\$140,000.00
Total City Funds Allocation	\$8,330,000.00

As shown above, the contract package included a base bid, as well as an alternate bid that utilizes Community Development Block Grant (CDBG) Funds for curb and gutter, sidewalk and driveway improvements on Howard St.

The Alternate constitutes work proposed to be funded in the FY 2015 proposed budget. Since the FY 2015 budget is not currently approved, this portion of the contract cannot be executed at this time. After May 1, 2014 the Alternate portion, which includes the Howard St. CDBG project work, will be executed if approved in the FY 2015 budget.

Rowe Construction’s base price is greater than the \$8,190,000 staff recommends be allocated to the bond general resurfacing related work. Staff requests Council authorization to coordinate with Rowe Construction, the lone low bidder, in order to determine Value Engineering solutions that will reduce project cost and maximize the scope of work that can be completed. Upon final scope determination, a contract will be issued and executed up to a maximum of \$8,190,000. The Howard St. CDBG project work will be executed contingent upon approval of the Howard St. CDBG project included in the FY 2015 Proposed Budget. In addition, the successful bidder will be required to provide a separate performance bond for the Howard St. CDBG project.

A unit price comparison of the major work items included in the bond fund scope of work is shown in the table below (alternate not included):

ITEM DESCRIPTION	UNITS	2013 Unit Price	2014 Unit Price	Change (\$) 2013 - 2014	Change (%) 2013 - 2014
Inlets to be Adjusted	EA	\$933.53	\$950.00	\$16.47	1.76%
Inlets to be Reconstructed - Type 3 Frame & Grate	EA	\$2,600.94	\$2,800.00	\$199.06	7.65%
Pavement Patching	SY	\$87.71	\$95.86	\$8.15	9.29%

ITEM DESCRIPTION	UNITS	2013 Unit Price	2014 Unit Price	Change (\$) 2013 - 2014	Change (%) 2013 - 2014
Comb Concrete Curb & Gutter - Spot Repair	LF	\$73.74	\$86.27	\$12.53	16.99%
Polymerized HMA Surface Course, Stone Matrix	TON	\$147.91	\$163.85	\$15.94	10.78%
Polymerized HMA Surface Course	TON	\$110.06	\$111.61	\$1.55	1.41%
Polymerized Leveling Binder, Machine Method	TON	\$123.31	\$126.66	\$3.35	2.72%
Sand Seal Coat	TON	\$151.28	\$151.46	\$0.18	0.12%
Surface Removal, 1 ¾"	SY	\$3.88	\$4.80	\$0.92	23.71%
Surface Removal, 2 ¼" / 2 ½"	SY	\$6.55	\$5.90	(\$0.65)	-9.92%
Thermoplastic Pavement Marking Line 6"	LF	\$0.89	\$1.17	\$0.28	31.46%
HMA Speed Hump	EA	\$3,422.14	\$4,266.19	\$844.05	24.66%
Removal of Traffic Calming Circle	EA	\$2,741.28	\$4,582.34	\$1,841.06	67.16%

The 2014 Bond General Resurfacing proposal package was prepared by Public Works' staff to include a scope of work greater than the bond allocation amount for this contract. Staff was optimistic that the increase in scope of work above previous years would result in economies of scale for the perspective bidders and in turn reduce the unit prices from those seen in years past. As shown above, this did not occur. Therefore, Value Engineering and reduced scope of work will be necessary to adjust the work to the allocated bond amount.

The 2014 \$10,000,000 Bond Block by Block projects have been allocated as follows:

CCTV Sewer Inspections	\$200,000
Pavement Preservation Program	\$450,000
Sidewalk Replacement & Handicap Ramp Program	\$1,000,000
SEDCO Microwave Detection	\$160,000
General Resurfacing Program	\$8,190,000

The additional \$140,000 for the Alternate FY 2015 Howard St. CDBG project funds are proposed to be allocated from the FY 2015 Proposed Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on February 24 and March 3, 2014 and a pre-bid meeting was held at 10:30 a.m. on March 3, 2014 in the Public Works Department's Conference Room.

FINANCIAL IMPACT: General Resurfacing Contract for \$8,190,000 is included in the FY 2014 Amended Budget. On October 14, 2013, Council passed an ordinance providing for an issuance of General Obligation Bonds not to exceed \$10,000,000 for the purpose of financing street and sewer improvements. The budget amendment was presented by staff and approved by Council on December 16, 2013. The accounting for payment of the \$8,190,000 is Capital Improvement - Street Construction & Improvements (40100100 - 72530). These funds will be encumbered in FY 2014 and all bond related expenditures will be assigned project code 40500. The additional \$140,000 for the Alternate FY 2015 Howard St. CDBG project funds are proposed to be allocated from the FY 2015 Proposed Budget, Community Development Capital Improvement - Street Construction (22402440 – 72530 - 52000). The additional \$140,000 will be encumbered after May 1, 2014 contingent upon Council approval of the Howard St. CDBG project being included in the FY 2015 Budget.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Assistant City Engineer

Reviewed and concur: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

David Hales, City Manager, addressed the Council. He recommended approval of the lone bid. The City would accept the unit prices and limit the contract amount to \$8,190,000. In addition, Community Development Block Grant funds would also be used for resurfacing in the amount of \$140,000.

Alderman Painter questioned the lone bid.

Jim Karch, Public Works Director, addressed the Council. He noted that an asphalt plant was required. Street resurfacing was put out for bid. There were other vendors. He cited the contract amount.

Alderman Sage thanked the Public Works staff. He cited the magnitude of the project. He expressed his appreciation for their effort.

Mr. Karch acknowledged that Public Works staff had worked hard.

Alderman Stearns questioned if Evans St. would be resurfaced. She noted that it was a brick street. She questioned the status of the proposed Brick Street Policy.

Mr. Karch noted that there was Brick Street Strategic Plan. The request to resurface was due to the street's condition. The City has resurfaced brick streets in the past.

Alderman Stearns requested that a neighborhood meeting be held. She did not believe that the residents understood that their brick street would be resurfaced. She had the same concerns regarding Taylor St.

Mr. Karch believed that Taylor St. was scheduled for Pavement Preservation. He offered to host a neighborhood meeting regarding Evans St.

Alderman Lower commented that this was a large project. He requested the public's patience. This was large job. Motorist needed to be careful as there would be road crews. The City was making improvements.

Alderman Mwilambwe believed that the summer construction season would be busy. He questioned the process/rationale for streets being removed from the list.

Mr. Karch referred the Council to the City's web site. Criteria was listed there. He restated that the need exceeded the available dollars. It was an issue of economics. He noted that there would be traffic control. The street resurfacing would address a combination of arterial and residential streets. The key was balance.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the unit prices from Rowe Construction for the 2014 Bond General Resurfacing Program be accepted, the contract be approved in the base amount of \$8,190,000 to be paid from the FY 2014 Budget with an additional \$140,000 for the Alternate FY 2015 Howard St. CDBG project to be executed on May 1, 2014 pending approval of the FY 2015 proposed budget, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of Contract for 2014 Bond Sidewalk Replacement and Handicap Ramp Program

RECOMMENDATION/MOTION: Recommend that the unit prices from J. G. Stewart Contractors, Inc. be accepted for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program and that a contract be approved in the base amount of \$1,000,000 to be paid from the FY 2014 budget, with an additional \$100,000 Alternate as proposed in the FY 2015 proposed budget under the Capital Improvement Fund for the 50/50 Sidewalk Program, said Alternate to be executed on or after May 1, 2014, contingent upon that amount being approved in the 50/50 Sidewalk Program included in the FY 2015 budget.

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 11:30 a.m. Monday, March 10, 2014 in the office of the City Clerk. Three (3) bids were received and opened in the Council Chambers.

Bids:		Base bid	Alternate (for FY2015 50/50 program)	Total
J.G. Stewart, Inc., Bloomington, IL	<i>Low Bid</i>	\$ 926,172.40	\$ 86,698.75	\$ 1,012,871.15
George Gildner, Inc., Bloomington, IL		\$ 997,331.00	\$ 106,398.00	\$ 1,103,729.00
Otto Baum Company, Inc., Morton, IL	<i>As Corrected</i>	\$1,204,432.50	\$ 105,736.00	\$ 1,310,168.50
	<i>As Read</i>	\$1,195,312.50	\$ 105,736.00	\$ 1,301,048.50
Engineer's Estimate:		\$1,083,012.50	\$ 112,275.63	\$ 1,195,288.13

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 Bond Issue. The Alternate 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.

Since the low bid is under \$1,000,000, the Alternate is under \$100,000 and the bid documents allow the addition of repair locations, a Contract for the entire budget amount will be awarded.

The Alternate constitutes work to be funded in the FY 2015 proposed budget. Since the FY 2015 budget is not currently approved, this portion of the contract cannot be executed at this time. After May 1, 2015, the Alternate portion which includes the 50/50 Sidewalk Program will be executed contingent upon approval of the 50/50 Sidewalk Program included in the 2015 proposed budget. In addition, the successful bidder will be required to provide a separate performance bond for the 50/50 Sidewalk Program.

The substantial completion date for this project is in the bid documents as November 14, 2014. If there is still money left in the 50/50 sidewalk program, the ending date will be extended until funds runs out or April 30, whichever occurs first. This past year an insert was included in the water bill to promote the 50/50 sidewalk program. This resulted in a sizable response which depleted all of the funds. If a water bill insert is mailed this year, it may result in funds being used sooner than last year.

The project instruction to bidders stated that bidders shall return two complete copies of the entire proposal booklet when submitting their bid. Of the three bidders, two submitted only one copy of their bid proposal booklet. The lowest bidder, J.G. Stewart, was one of these. The City chose to waive this non-compliance with bid instructions as non-material. Under Illinois law, whether a variance between a bid instruction and a bid is material is determined by whether this variance gives one bidder a substantial advantage or benefit over other bidders. The City judged this failure as non-material in that it did not confer one bidder with a substantial advantage over other bidders.

A unit price comparison of five (5) major work items included in the bond fund scope of work is shown in the table below (alternate not included):

DESCRIPTION	UNITS	2013 Unit Price	2014 Unit Price	Change (\$) 2013 - 2014	Change (%) 2013 - 2014
4" sidewalk remove/replace	SF	\$6.40	\$6.40	\$0.00	0.00%
6" sidewalk remove/replace	SF	\$6.75	\$6.75	\$0.00	0.00%
saw cutting	SF	\$1.40	\$1.65	\$0.25	17.86%
curb replacement	LF	\$22.75	\$23.00	\$0.25	1.10%
retaining wall	SF	\$40.00	\$40.00	\$0.00	0%

The 2014 \$10,000,000 Bond Issue Block by Block project funds have been allocated as follows:

CCTV Sewer Inspections	\$200,000
Pavement Preservation Program	\$450,000
Sidewalk Replacement & Handicap Ramp Program	\$1,000,000
SEDCO Microwave Detection	\$160,000
General Resurfacing Program	\$8,190,000

The additional \$100,000 for Alternate FY15 50/50 Sidewalk Program funds would be allocated from the FY 2015 Proposed Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on February 24 and March 3, 2014 and a pre-bid meeting was held at 9:00 a.m. on March 3, 2014 in the Public Works Department's Conference Room.

FINANCIAL IMPACT: Sidewalk Replacement & Handicap Ramp Program for \$1,000,000 is included in the FY 2014 Amended Budget. On October 14, 2013, Council passed an ordinance providing for an issuance of General Obligation Bonds not to exceed \$10,000,000 for the purpose of financing road and sewer improvements. The budget amendment was presented by staff and approved by Council on December 16, 2013. The accounting for payment of the \$1,000,000 is Capital Improvement - Sidewalks (40100100 - 72560). These funds will be encumbered in FY 2014 and all bond related expenditures will be assigned project code 40500. A budget transfer of \$1,000,000 from Street Construction to Sidewalks will need to be processed in Munis (City's financial system) after Council approval and prior to the encumbrance being created. The remaining \$100,000 for the 50/50 sidewalk portion is included in the FY 2015 Proposed Budget. On May 1, 2014 contingent upon Council approval of the 50/50 Sidewalk Program included in the FY 2015 Proposed Budget, this will be encumbered and paid out of Capital Improvement - Sidewalks (40100100 - 72560).

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer I

Reviewed and concur: Jim Karch, PE CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that the unit prices from J. G. Stewart Contractors, Inc. be accepted for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program and that a contract be approved in the base amount of \$1,000,000 to be paid from the FY 2014 Budget, with an additional \$100,000 Alternate as proposed in the FY 2015 proposed budget under the Capital Improvement Fund for the

50/50 Sidewalk Program, said Alternate to be executed on or after May 1, 2014, contingent upon that amount being approved in the 50/50 Sidewalk Program included in the FY 2015 Budget.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Proposal and Approval of Contract for 2014 Bond Pavement Preservation

RECOMMENDATION/MOTION: That the unit prices from Corrective Asphalt Materials, LLC, (a sole source provider), South Roxana, IL for 2014 Bond Pavement Preservation be accepted in the amount of \$450,000, (waive formal bids due to sole source provider), the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 4d. Improved neighborhood infrastructure; and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Pavement Preservation program was bid in 2011. The sole bidder in 2011 was Corrective Asphalt Materials, LLC. The Reclamite Preservation Seal and CRF Restorative Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor/applicator for our region. At the January 28, 2013 meeting, Council directed the Public Works Department to negotiate the 2013 Pavement Preservation Program. As has been done since 2011, the 2014 Bond Pavement Preservation program was negotiated with Corrective Asphalt Materials, LLC.

Reclamite is an emulsion made up of specific petroleum oils and resins. It penetrates into the top layer of asphalt pavement and brings the Maltene and Asphaltene ratio back to a proper balance. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate.

CRF is an emulsion containing Reclamite and eleven percent (11%) asphalt. It provides more of a seal coat and is covered with a thick layer of lime screenings which blend into the surface and help to fill voids and cracks.

This year's contract provides for increased use of CRF Restorative Seal for streets that have aged beyond the timeframe to apply Reclamite alone. Several CRF trials have been done on streets since 2007 with positive results. The price totals listed below are based on unit prices of \$0.85 per square yard for Reclamite (2013 was \$0.83, 2012 was \$0.82) and \$2.12 per square yard for CRF (2013 was \$2.46).

Rejuvenator – Reclamite	\$169,082.00
CRF Restorative Seal	\$300,192.00
Street Sweeping and Cleaning – Before Treatment	\$5,500.00
Base Price	\$474,774.00
Alt 1 (Credit for providing Material Stockpile Site)	(\$35,250.00)
Base + Alt 1	\$439,524.00
Engineer's Estimate	\$539,038.80
Bond Allocation Amount	\$450,000.00

These types of treatments are designed to keep streets in good condition. Streets are treated with Reclamite the same year they are resurfaced to obtain maximum benefit from the Reclamite. The streets scheduled to be treated under this contract are shown on the attached maps.

The 2014 \$10,000,000 Bond Issue Block by Block project funds have been allocated as follows:

CCTV Sewer Inspections	\$200,000
Pavement Preservation Program	\$450,000
Sidewalk Replacement & Handicap Ramp Program	\$1,000,000
SEDCO Microwave Detection	\$160,000
General Resurfacing Program	\$8,190,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Pavement Preservation Program for \$450,000 is included in the FY 2014 Amended Budget. On October 14, 2013, Council passed an ordinance providing for an issuance of General Obligation Bonds not to exceed \$10,000,000 for the purpose of financing street and sewer improvements. The budget amendment was presented by staff and approved by Council on December 16, 2013. The accounting for payment of the \$450,000 is Capital Improvement - Street Construction & Improvements (40100100 - 72530). These funds will be encumbered in FY 2014 and all bond related expenditures will be assigned project code 40500.

Respectfully submitted for Council consideration.

Prepared by:

Robert Yehl, PE, Assistant City Engineer

Reviewed and concur: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fruin, seconded by Alderman Schmidt that the unit prices from Corrective Asphalt Materials, LLC, (a sole source provider), South Roxana, IL for 2014 Bond Pavement Preservation be accepted in the amount of \$450,000, (waive formal bids due to sole source provider), the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Luther Oaks Expansion Project - Staff presentation.

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This item would involve a number of action items. City staff had negotiated a significant condition regarding the Special Use Permit: a secondary road/access. A skilled nursing facility was a high risk development from a fire safety viewpoint.

Jim Karch, Public Works Director, addressed the Council. This project was adjacent to Trinity Lutheran School. The property was owned by Trinity Lutheran Church. The Church had leased the land to Luther Oaks. This facility had done well. He recognized concerns regarding Lutz Rd. This was Luther Oaks' second request to expand a skilled nursing facility. The parties had reached an understanding. A screen would be installed on Luther Oaks' private sewer line plus a grinder pump. There had been issues at

the City's lift station. The Fire Department had expressed concern regarding this facility, (i.e. high hazard), and requested a secondary access. In the future, this access point might become a secondary access for the residents. He restated that the property was owned by Trinity Lutheran Church and an agreement had been reached between the parties.

The following was presented:

SUBJECT: SP-01-14 Review of the Petition Submitted by Luther Oaks, Inc. requesting Approval of a Special Use Permit for a Skilled Nursing Facility for the Property Located at 601 Lutz Rd.

RECOMMENDATION/MOTION: That the Special Use Permit be approved and the Ordinance passed with the following conditions of approval:

1. A sewer screen being installed in the sanitary sewer; and
2. Luther Oaks shall be required to provide secondary emergency access to the property as set forth in this condition to the Special Use Permit. The preferred secondary emergency access shall be off Greenwood Ave. and Luther Oaks agrees to maintain the temporary construction access off of Greenwood Ave. as the initial secondary emergency access. If Luther Oaks is unable in the future to keep the temporary construction access as the secondary emergency access due to the activities or decisions of the property owner, including the development of the property currently owned by Trinity Lutheran Church, then Luther Oaks shall work in good faith to secure another secondary emergency access off of Greenwood Ave. For purposes of attempting to secure another emergency access point off of Greenwood Ave., the City acknowledges that Luther Oaks does not currently own any property off of Greenwood Ave. and its efforts may be limited based on the actions of the owner of the property and its future development. If Luther Oaks is unable to secure a secondary emergency access off of Greenwood Ave., Luther Oaks shall provide a secondary emergency access off of Lutz Rd. For purposes of this condition, Luther Oaks shall be required to maintain the grading and gravel of any secondary emergency access point. The City shall be responsible for posting signs stating the access is for emergency vehicle use only and providing security for the access, (when no longer being utilized as a construction access), by temporary or other measures, (e.g., a chain or rope across the entry point, etc.), for emergency access only. Council may in the future, in its discretion, eliminate this condition to the Special Use Permit as it determines is appropriate based on the future development of the surrounding property and/or improvements to adjacent roads.

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

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

Upon approval of the Special Use Permit, the expansion of the skilled nursing facility may begin. This will enable the expansion of this business, as well as encourage the growth of other

businesses by providing local jobs at the skilled nursing facility and related local health care occupations.

BACKGROUND: The petitioner is requesting the approval of a Special Use for a skilled nursing facility in order to expand the existing senior housing and assisted living facility with a new skilled nursing facility. The new building will be attached to their existing building. The site is located on the north side of Lutz Rd.

This case was before the Zoning Board of Appeals for a public hearing and review on March 20, 2014. The petitioner, their attorney and engineer spoke in favor of the petition. They explained how they have worked to satisfy staff's concerns, particularly about accommodating the need for a secondary access road for emergency vehicles. They also supported a condition of approval that a screen be installed in the sewer system to deal with material from their existing facility that has clogged the system. Mike Kimmerling, Fire Chief, testified as to the need for the second emergency access and how an agreement has been reached addressing maintenance and alternatives if the land used for the access road should become unavailable. The conditional requirements for secondary access were prepared by Jeff Jurgens, Interim Corporation Counsel and found acceptable by the petitioner's attorney. No one else from the public spoke in favor or opposition to the petition.

Staff has evaluated the project and finds it to be an appropriate use for the site. The adjacent land uses should be compatible with the proposed use. Senior or institution use and a school already exist with a large open space between it and the proposed use. The capacity of the street is adequate and there should be only a minimal change in traffic.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 7 - 0 condition upon the petitioner meeting the two (2) conditions of approval as stated above.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code, courtesy copies of the Public Notice were mailed to twenty-five (25) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The financial impact on City revenues should increase with an increase in sales tax through many health care purchases with the approval of the Special Use.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

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

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

Recommended by:

David A. Hales
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:
601 LUTZ ROAD, BLOOMINGTON, ILLINOIS, 61704**

State of Illinois)
)ss.
County of McLean)

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

NOW COMES Luther Oaks, Inc., an Illinois not-for-profit corporation, hereinafter referred to as
your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is a lessee of the premises hereinafter legally described in Exhibit
“A”, which is attached hereto and made a part hereof by this reference;
2. That said premises presently has a zoning classification of S – 2, (Public Lands and
Institutions District), 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 the
construction of a skilled nursing facility, is allowed as a special use in an S - 2 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 S - 2 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 S - 2 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.
11. That the detail of the proposed use and improvements is reflected in the attached materials dated December 20, 2013 prepared by Shive Hattery Architecture and Engineering and by Hoffman Planning, Design and Construction, Inc.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

LUTHER OAKS, INC.

By: William C. Wetzel
Its Attorney

ORDINANCE NO. 2014 - 16

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CONSTRUCTION OF
A SKILLED NURSING FACILITY FOR PROPERTY LOCATED AT: 601 LUTZ ROAD,
BLOOMINGTON, IL 61704**

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 the construction of a skilled nursing facility for certain premises hereinafter described in Exhibit "A"; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Special Use Permit for the construction of a skilled nursing facility on the premises hereinafter described in Exhibit "A" shall be and the same is hereby approved with the following conditions:

- a. A sewer screen being installed in the sanitary sewer; and
- b. Luther Oaks shall be required to provide secondary emergency access to the property as set forth in this condition to the Special Use Permit. The preferred secondary emergency access shall be off Greenwood Ave. and Luther Oaks agrees to maintain the temporary construction access off of Greenwood Ave. as the initial secondary emergency access. If Luther Oaks is unable in the future to keep the temporary construction access as the secondary emergency access due to the activities or decisions of the property owner, including the development of the property currently owned by Trinity Lutheran Church, then Luther Oaks shall work in good faith to secure another secondary emergency access off of Greenwood Ave. For purposes of attempting to secure another emergency access point off of Greenwood Ave., the City acknowledges that Luther Oaks does not currently own any property off of Greenwood Ave. and its efforts may be limited based on the actions of the owner of the property and its future development. If Luther Oaks is unable to secure a secondary emergency access off of Greenwood Ave., Luther Oaks shall provide a secondary emergency access off of Lutz Rd. For

purposes of this condition, Luther Oaks shall be required to maintain the grading and gravel of any secondary emergency access point. The City shall be responsible for posting signs stating the access is for emergency vehicle use only and providing security for the access, (when no longer being utilized as a construction access), by temporary or other measures, (e.g., a chain or rope across the entry point, etc.), for emergency access only. Council may in the future, in its discretion, eliminate this condition to the Special Use Permit as it determines is appropriate based on the future development of the surrounding property and/or improvements to adjacent roads.

2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A" **BOUNDARY DESCRIPTION**

A part of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows:

Commencing as a point of reference at a stone marking the Southeast corner of the Southwest Quarter of said Section 17;

Thence North 01 Degree 34 Minutes 05 Seconds West along the East line of the Southwest Quarter of said Section 17 a distance of 40.02 feet to the Point of Beginning;

Thence North 90 Degrees 00 Minutes 00 Seconds West and parallel with the South line of the East half of the Southwest Quarter of said Section 17 a distance of 381.51 feet;

Thence North 01 Degree 51 Minutes 29 Seconds West a distance of 241.98 feet;

Thence North 90 Degree 00 Minutes 00 Seconds West a distance of 470.00 feet to a point on the West line of Lot 3 in Townley's Highland Acres Subdivision;

Thence North 00 Degrees 48 Minutes 10 Seconds West along the West line of said Lot 3 a distance of 134.07 feet;

Thence North 20 Degrees 56 Minutes 51 Seconds West a distance of 192.92 feet;

Thence North 39 Degrees 14 Minutes 11 Seconds East a distance of 242.01 feet;

Thence North 88 Degrees 25 Minutes 55 Seconds East a distance of 756.50 feet to a point on the East line of the Southwest Quarter of said Section 17;

Thence South 01 Degree 34 Minutes 05 Seconds East along the East line of the Southwest Quarter of said Section 17 a distance of 764.50 feet to the Point of Beginning.

Said described parcel contains 530208.619 (12.171 ACRES) square feet more or less.

Motion by Alderman Sage, seconded by Alderman Lower that the Special Use Permit be approved and the Ordinance passed with the following conditions: 1.) a sewer screen being installed in the sanitary sewer; and 2.) Luther Oaks shall be required to provide secondary emergency access to the property as set forth in this condition to the Special Use Permit. The preferred secondary emergency access shall be off Greenwood Ave. and Luther Oaks agrees to maintain the temporary construction access off of Greenwood Ave. as the initial secondary emergency access. If Luther Oaks is unable in the future to keep the temporary construction access as the secondary emergency access due to the activities or decisions of the property owner, including the development of the property currently owned by Trinity Lutheran Church, then Luther Oaks shall work in good faith to secure another secondary emergency access off of Greenwood Ave. For purposes of attempting to secure another emergency access point off of Greenwood Ave., the City acknowledges that Luther Oaks does not currently own any property off of Greenwood Ave. and its efforts may be limited based on the actions of the owner of the property and its future development. If Luther Oaks is unable to secure a secondary emergency access off of Greenwood Ave., Luther Oaks shall provide a secondary emergency access off of Lutz Rd. For purposes of this condition, Luther Oaks shall be required to maintain the grading and gravel of any secondary emergency access point. The City shall be responsible for posting signs stating the access is for emergency vehicle use only and providing security for the access, (when no longer being utilized as a construction access), by temporary or other measures, (e.g., a chain or rope across the entry point, etc.), for emergency access only. Council may in the future, in its discretion, eliminate this condition to the Special Use Permit as it determines is appropriate based on the future development of the surrounding property and/or improvements to adjacent roads.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petitions from Luther Oaks, Inc., to rescind the Final Plat for First Addition to Luther Oaks Subdivision which was approved by the Council on August 12, 2013 and approval of the Final Plat for First Addition to Luther Oaks Subdivision

RECOMMENDATION/MOTION: Recommend that Ordinance 2013 - 56 be rescinded, the revised Final Plat be approved and the Ordinances passed.

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

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

BACKGROUND: This petition is one of three (3) Council items on the agenda for this site.

On February 17, 2006, Council approved the final plat for Luther Oaks Subdivision.

On August 12, 2013, Council approved the final plat for the First Addition to Luther Oaks Subdivision in preparation for a building expansion. This building expansion was later scaled back due to requirements from the State of Illinois.

The petition to repeal the Final Plat for First Addition to Luther Oaks Subdivision reverses approval of the Final Plat submitted in August 2013.

This Final Plat covers the same area as Ordinance 2013 – 56 approved in August 2013. It revises the locations of some utilities in preparation for the scaled back expansion of the Luther Oaks facility.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Luther Oaks, Inc.

FINANCIAL IMPACT: None to the City, all survey, plat and recording costs are paid by Luther Oaks, Inc.

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer I

Reviewed and concur: Jim Karch, Director of Public Works

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

Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:

David A. Hales
City Manager

PETITION TO RESCIND AN ORDINANCE APPROVING A FINAL PLAT

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes LUTHER OAKS, INC., hereinafter referred to as your Petitioner, respectfully
representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit "A" which is attached hereto and made a part hereof by this reference, is are a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your Petitioner seeks approval to rescind the Ordinance adopted by the City of Bloomington hereinafter described, and in support of this Petition states as follows:
 - A. That your Petitioner previously filed herein a Petition for Approval of Final Plat for the First Addition to Luther Oaks Subdivision;
 - B. That by action of the City Council of the City of Bloomington at its regularly scheduled meeting held on August 12, 2013, the Council approved the Final Plat as presented and the approval was reflected in Ordinance Number 2013 - 56;
 - C. That subsequent to the adoption of the Ordinance, your Petitioner determined that the Final Plat as approved was incomplete and that the most appropriate way to deal with the issue presented was to vacate the above-referenced Ordinance and proceed with the

filing of a revised Final Plat for the First Addition to Luther Oaks Subdivision, which filing has been accomplished simultaneously with the filing of this Petition.

WHEREFORE, your Petitioner prays that Ordinance Number 2013 - 56 be repealed for the reasons hereinabove set forth.

Respectfully submitted,

LUTHER OAKS, INC.

By: William C. Wetzel, Its Attorney

ORDINANCE NO. 2014 - 17

**AN ORDINANCE RECINDING THE ORDINANCE PREVIOUSLY APPROVING
THE FINAL PLAT OF THE FIRST ADDITION TO LUTHER OAKS SUBDIVISION**

For the reasons set forth in the Petition for Repeal of Ordinance Approving Final Plat, which Petition is valid and sufficient, and the relief requested in the Petition should be granted.

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

3. That Ordinance Number 2013 - 56 approved by Council on August 12, 2013 be rescinded;
4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A"
BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows:

Commencing as a point of reference at a stone marking the Southeast corner of the Southwest Quarter of said Section 17;

Thence North 01 Degree 34 Minutes 05 Seconds West along the East line of the Southwest Quarter of said Section 17 a distance of 40.02 feet to the Point of Beginning;

Thence North 90 Degrees 00 Minutes 00 Seconds West and parallel with the South line of the East half of the Southwest Quarter of said Section 17 a distance of 381.51 feet;

Thence North 01 Degree 51 Minutes 29 Seconds West a distance of 241.98 feet;

Thence North 90 Degree 00 Minutes 00 Seconds West a distance of 470.00 feet to a point on the West line of Lot 3 in Townley's Highland Acres Subdivision;

Thence North 00 Degrees 48 Minutes 10 Seconds West along the West line of said Lot 3 a distance of 134.07 feet;

Thence North 20 Degrees 56 Minutes 51 Seconds West a distance of 192.92 feet;

Thence North 39 Degrees 14 Minutes 11 Seconds East a distance of 242.01 feet;

Thence North 88 Degrees 25 Minutes 55 Seconds East a distance of 756.50 feet to a point on the East line of the Southwest Quarter of said Section 17;

Thence South 01 Degree 34 Minutes 05 Seconds East along the East line of the Southwest Quarter of said Section 17 a distance of 764.50 feet to the Point of Beginning.

Said described parcel contains 530208.619 (12.171 acres) square feet more or less.

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes LUTHER OAKS, INC., hereinafter referred to as your petitioners, respectfully
representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as FIRST ADDITION TO LUTHER OAKS SUBDIVISION;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the FIRST ADDITION TO LUTHER OAKS SUBDIVISION submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

LUTHER OAKS, INC.

By : William C. Wetzel
Its Attorney

ORDINANCE NO. 2014 - 18

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FIRST ADDITION TO LUTHER OAKS SUBDIVISION**

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

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

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the FIRST ADDITION TO LUTHER OAKS SUBDIVISION and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT “A”
BOUNDARY DESCRIPTION**

A part of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows:

Commencing as a point of reference at a stone marking the Southeast corner of the Southwest Quarter of said Section 17;

Thence North 01 Degree 34 Minutes 05 Seconds West along the East line of the Southwest Quarter of said Section 17 a distance of 40.02 feet to the Point of Beginning;

Thence North 90 Degrees 00 Minutes 00 Seconds West and parallel with the South line of the East half of the Southwest Quarter of said Section 17 a distance of 381.51 feet;

Thence North 01 Degree 51 Minutes 29 Seconds West a distance of 241.98 feet;

Thence North 90 Degree 00 Minutes 00 Seconds West a distance of 470.00 feet to a point on the West line of Lot 3 in Townley’s Highland Acres Subdivision;

Thence North 00 Degrees 48 Minutes 10 Seconds West along the West line of said Lot 3 a distance of 134.07 feet;

Thence North 20 Degrees 56 Minutes 51 Seconds West a distance of 192.92 feet;

Thence North 39 Degrees 14 Minutes 11 Seconds East a distance of 242.01 feet;

Thence North 88 Degrees 25 Minutes 55 Seconds East a distance of 756.50 feet to a point on the East line of the Southwest Quarter of said Section 17;

Thence South 01 Degree 34 Minutes 05 Seconds East along the East line of the Southwest Quarter of said Section 17 a distance of 764.50 feet to the Point of Beginning.

Said described parcel contains 530208.619 (12.171 acres) square feet more or less.

Motion by Alderman Sage, seconded by Alderman Lower that Ordinance 2013 - 56 be rescinded, the revised Final Plat be approved and the Ordinances passed.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petitions from Luther Oaks, Inc., for the Vacation of a Sanitary Sewer Easement and a Water Main Utility Easement located in Lot 1, Luther Oaks Subdivision

RECOMMENDATION/MOTION: That the Vacations be approved and the Ordinances passed.

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

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

BACKGROUND: These two (2) petitions are among three (3) Council items on the agenda for this site.

On February 17, 2006, Council approved the Final Plat for Luther Oaks Subdivision.

On August 12, 2013, Council approved the Final Plat for the First Addition to Luther Oaks Subdivision in preparation for a building expansion. This building expansion was later scaled back after submission to the State of Illinois for review.

The first easement vacation plat vacates an easement at the west end of the building that was dedicated along the west edge of the original Luther Oaks Subdivision, passed by Council on February 17, 2006. This water main will be looped further to the west with an easement dedicated with the revised Final Plat for the First Addition to Luther Oaks Subdivision.

The second easement vacation plat removes the easement for a sanitary sewer that is being changed from a public sewer to a private sewer. This sewer does not need to be public as it only serves the Luther Oaks facility.

Collectively, the submitted easement vacations are to prepare for a repeal of Ordinance 2013 - 56 and approval of a revised Final Plat for the First Addition to Luther Oaks Subdivision.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Luther Oaks, Inc.

FINANCIAL IMPACT: None. All survey, plat and recording costs are paid by Luther Oaks, Inc.

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer I

Reviewed and concur: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:

David A. Hales
City Manager

PETITION FOR VACATION OF SANITARY SEWER 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 LUTHER OAKS, INC., hereinafter referred to as your Petitioner(s), respectfully
representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in
Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of the Sanitary Sewer Easement as set
forth on the attached Easement Vacation Plat adjacent to said premises;
3. That said vacation of the Sanitary Sewer Easement is reasonable and proper because such
Sanitary Sewer Easement is not needed for public right of way by said City, its only use
being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that the Sanitary Sewer Easement be vacated with such
reservation of utility easements as may seem proper.

Respectfully submitted,

LUTHER OAKS, INC.

By: William C. Wetzel, Its Attorney

ORDINANCE NO. 2014 - 19

**AN ORDINANCE PROVIDING FOR THE VACATION OF SANITARY SEWER
EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of Sanitary Sewer Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said Sanitary Sewer Easement as requested in this case.

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

1. That the Sanitary Sewer Easement, as shown on the attached Easement Vacation Plat, is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated Sanitary Sewer Easement for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A"
BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows:

Commencing as a point of reference at a stone marking the Southeast corner of the Southwest Quarter of said Section 17;

Thence North 01 Degree 34 Minutes 05 Seconds West along the East line of the Southwest Quarter of said Section 17 a distance of 40.02 feet to the Point of Beginning;

Thence North 90 Degrees 00 Minutes 00 Seconds West and parallel with the South line of the East half of the Southwest Quarter of said Section 17 a distance of 381.51 feet;

Thence North 01 Degree 51 Minutes 29 Seconds West a distance of 241.98 feet;

Thence North 90 Degree 00 Minutes 00 Seconds West a distance of 470.00 feet to a point on the West line of Lot 3 in Townley's Highland Acres Subdivision;

Thence North 00 Degrees 48 Minutes 10 Seconds West along the West line of said Lot 3 a distance of 134.07 feet;

Thence North 20 Degrees 56 Minutes 51 Seconds West a distance of 192.92 feet;

Thence North 39 Degrees 14 Minutes 11 Seconds East a distance of 242.01 feet;

Thence North 88 Degrees 25 Minutes 55 Seconds East a distance of 756.50 feet to a point on the East line of the Southwest Quarter of said Section 17;

Thence South 01 Degree 34 Minutes 05 Seconds East along the East line of the Southwest Quarter of said Section 17 a distance of 764.50 feet to the Point of Beginning.

Said described parcel contains 530208.619 (12.171 acres) square feet more or less.

PETITION FOR VACATION OF WATER MAIN 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 LUTHER OAKS, INC., hereinafter referred to as your Petitioner, respectfully
representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in
Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of the Water Main Utility Easement
as set forth on the attached Easement Vacation Plat adjacent to said premises;
3. That said vacation of the Water Main Utility Easement is reasonable and proper because
such Water Main Utility Easement is not needed for public right of way by said City, its
only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that the Water Main Utility Easement be vacated with such
reservation of utility easements as may seem proper.

Respectfully submitted,

LUTHER OAKS, INC.

By: William C. Wetzel
Its Attorney

ORDINANCE NO. 2014 - 20

**AN ORDINANCE PROVIDING FOR THE VACATION OF WATER MAIN UTILITY
EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of Water Main Utility Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said Water Main Utility Easement as requested in this case.

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

1. That the Water Main Utility Easement, as shown on the attached Easement Vacation Plat, is hereby vacated. This vacation, however, is contingent on the Petitioner relocating the water easement at his sole cost and expense in a location and manner agreed upon by the City.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated Water Main Utility Easement for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT “A”
BOUNDARY DESCRIPTION**

A part of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows:

Commencing as a point of reference at a stone marking the Southeast corner of the Southwest Quarter of said Section 17;

Thence North 01 Degree 34 Minutes 05 Seconds West along the East line of the Southwest Quarter of said Section 17 a distance of 40.02 feet to the Point of Beginning;

Thence North 90 Degrees 00 Minutes 00 Seconds West and parallel with the South line of the East half of the Southwest Quarter of said Section 17 a distance of 381.51 feet;

Thence North 01 Degree 51 Minutes 29 Seconds West a distance of 241.98 feet;

Thence North 90 Degree 00 Minutes 00 Seconds West a distance of 470.00 feet to a point on the West line of Lot 3 in Townley’s Highland Acres Subdivision;

Thence North 00 Degrees 48 Minutes 10 Seconds West along the West line of said Lot 3 a distance of 134.07 feet;

Thence North 20 Degrees 56 Minutes 51 Seconds West a distance of 192.92 feet;

Thence North 39 Degrees 14 Minutes 11 Seconds East a distance of 242.01 feet;

Thence North 88 Degrees 25 Minutes 55 Seconds East a distance of 756.50 feet to a point on the East line of the Southwest Quarter of said Section 17;

Thence South 01 Degree 34 Minutes 05 Seconds East along the East line of the Southwest Quarter of said Section 17 a distance of 764.50 feet to the Point of Beginning.

Said described parcel contains 530208.619 (12.171 acres) square feet more or less.

Motion by Alderman Sage, seconded by Alderman Lower that the Vacations be approved and the Ordinances passed.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

Alderman Sage highlighted the collaboration between the City, Trinity Lutheran Church, Trinity Lutheran School and Luther Oaks. Luther Oaks would be adding full time jobs at their facility. At some point the City will need to address Lutz Rd. In the next month, a traffic study would be conducted. The design work for Lutz Rd. would be completed soon. He wanted the Council to be aware of Lutz Rd.

Alderman Lower expressed his support for Alderman Sage's comments. It had been a long process. Luther Oaks was a major project and a bright spot on the City's southwest side.

The following was presented:

Tax Enforcement - Staff presentation.

Mayor Renner introduced this item.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. Currently, there were tax issues. A Text Amendment had been prepared which would update the City Code, address penalties, provide clearer direction, allow interest charges, etc. In addition, there was a repayment agreement with the Chateau. This agreement addressed arrearages. The agreement was comprehensive, (\$56,000 in interest and \$12,000 in penalties). Repayments would be made over a three (3) year period. The City would be made whole. City staff had taken this situation seriously. The text amendment addressed the process to file tax liens and the notification process.

Mayor Renner briefly addressed the history of this item. The City needed to have an agreement with the Chateau prior to approval of a liquor license for Tony Roma's. He thanked Mr. Hales, Mr. Jurgens and George Boyle, Asst. Corporation Counsel for their efforts.

Alderman Fazzini had reviewed City staff's response. He questioned other enforcement efforts beyond at tax lien.

Mr. Jurgens stated action would be similar to the state's Dept. of Revenue. Court action could be taken up to business closure. The City would keep better track of these tax payments. The City will be on top of, enforce taxes and insure payments of same.

Alderman Fazzini questioned if the City had the ability to acquire property.

Mr. Jurgens was unsure but would verify same with tax attorneys.

Alderman Fazzini noted the dollar amount and when the Council had been informed.

Mr. Hales noted that this issue had been brought to his attention by Patti-Lynn Silva, Finance Director and the Finance Dept. staff. City staff has drafted a debt collection policy/procedure. He added that the first thirty to sixty (30 – 60) days were critical.

Mayor Renner added that there had been months of negotiations. He restated the new restaurant, Tony Roma's, at the Chateau. Revenue had been collected but not turned over to the City.

Alderman Lower noted that the City had a vehicle to collect the debt. If possible, the City needed to keep the Chateau in business.

Mr. Jurgens added that the City wanted the Chateau to succeed. The City wanted to be repaid. He believed that this would be done over the next three (3) years.

Alderman Stearns noted that the Chateau was not the only hotel in the City. She questioned the scope across the City.

Mayor Renner stated that he was not aware of anything else.

Mr. Hales noted that the City had seen hotel properties which have gone bankrupt. Dollars owed to the City were not significant.

Alderman Stearns questioned how many businesses were in arrears.

Mr. Hales was not aware of any.

Alderman Stearns questioned the City's ability to collect if a bankruptcy is filed.

Mr. Jurgens informed the Council that he had utilized the assistance of a Sorling Northrup attorney who had been employed by the Dept. of Revenue. This individual had experience in tax collections.

Alderman Stearns noted City staff efforts with this vendor. Mr. Jurgens stated that internal protocols would be developed. The City wanted this business to be successful. City staff will need to stay on top of this item

Alderman Stearns expressed her opinion that the Chateau was important.

Alderman Fazzini cited his past experience with hotel properties. The Chateau had been spending the City's money. The Chateau had given away City dollars to avoid bankruptcy. The City needed to act quickly.

The following was presented:

SUBJECT: Text Amendment to Chapter 39, Addressing the Enforcement and Collection of City Taxes

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

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

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

BACKGROUND: In reviewing the procedures utilized by the City to address unpaid City taxes, a few discrepancies and ambiguities were found. The text amendment clarifies the procedures that the City will utilize if a person or business fails to pay the taxes charged by the City (e.g., food and beverage taxes, hotel taxes, etc.) and strengthens the options available to the City. Under the new structure, any unpaid tax will be subject to a five percent (5%) penalty and monthly interest in the amount of one and one-half percent (1.5%). In addition, various taxing lien and other enforcement provisions have been added. Much of the language tracks the language as authorized by the Illinois Municipal Code, the Illinois Local Government Taxpayers Bill of Rights, and the statutory collection provisions utilized by the Illinois Department of Revenue for the collection of unpaid taxes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

ORDINANCE 2014 - 21

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 39 OF THE
BLOOMINGTON CITY CODE ADDRESSING THE ENFORCEMENT AND
COLLECTION OF CITY TAXES**

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

SECTION 1. That the sections identified below in Chapter 39 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

- A. Section 28(d) shall be deleted in its entirety.**
- B. Section 29 shall be deleted in its entirety and replaced as follows:**

Whenever any person shall fail to pay any tax as herein provided or required, or to file any tax return, the penalties, interest, and collection procedures set forth in Article XV shall apply in addition to any other rights and remedies provided to the City by law or ordinance.

- C. The title of Section 32 shall be amended as follows:**

~~SEPARABILITY~~ SEVERABILITY

- D. Section 43 shall be deleted in its entirety and replaced with the following:**

INTENTIONALLY LEFT BLANK

- E. Section 51 shall be amended as follows:**

SEC. 51 CREDIT FOR OVERPAYMENT.

If it shall appear that an amount of tax has been paid which was not due under the provisions of this Article, whether as the result of a mistake of fact or an error of law, then such amount shall be credited against any tax due, or to become due, under this Articles from the taxpayer who made the erroneous payment; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited.

~~No action to recover any amount of tax dues under the provisions of this Article shall be commenced more than three (3) years after the due date of such amount.~~

F. Section 148, the sixth paragraph, shall be amended as follows:

In case of failure to pay the tax, or any portion thereof, or any penalty provided for in this Article, or interest, when due, the City may bring suit against the tax collector or the purchaser or user to recover the amount of such tax or portion thereof, and/or penalty or interest; or, if the tax collector or purchaser or user has died or become incompetent, may file a claim therefore against his estate; provided that no such suit with respect to any tax, or portion thereof, or penalty, and/or interest shall be instituted more than ~~two (2)~~ six (6) years after the date any proceedings in court for review thereof have terminated or the time for the taking thereof has expired without such proceeding being instituted, except with the consent of the person from whom such tax or penalty or interest is due; nor, except with such consent, shall such suit be instituted more than ~~two (2)~~ six (6) years after the date any return is filed with the City in cases where the return constitutes the basis for the suit for unpaid tax or portion thereof, or penalty provided for in this Article, or interest: Provided that the time limitation period on the City's right to bring any such suit shall not run during any period of time in which the order of any court has the effect of enjoining or restraining the City from bringing such suit.

G. Section 302 shall be amended as follows:

SEC. 302 SCOPE.

~~The provisions of this ordinance shall apply to the City's procedures in connection with all of the City's locally imposed and administered taxes~~ which are not inconsistent with the Articles imposing the City's locally imposed and administered taxes, shall apply as far as practicable, to the City's procedures and collection powers in connection with all of the City's locally imposed and administered taxes.

H. Section 311 shall be deleted in its entirety and replaced as follows:

SEC. 311 INTEREST AND PENALTIES.

In the event a determination has been made that a tax is due and owing, through audit, assessment or other bill sent, the tax must be paid within the time frame otherwise indicated. For any locally imposed tax under this Chapter 39 or the City that is not paid when required, or only partially paid, or when no tax return is timely filed, the provisions of Section 311(a) and (b) below shall be applicable.

- (a) Interest. The City hereby provides for the amount of interest to be assessed on a late payment, underpayment, or nonpayment of the tax, together with any unpaid interest assessed on such tax, to be

one and one-half percent (1.5%) per month, based on a 30 day month and the number of days elapsed.

- (b) Late Filing and Payment Penalties. If a tax return is not filed within the time and manner provided by the controlling tax ordinance, a late filing penalty, of five percent (5%) of the amount of tax required to be shown as due on a return shall be imposed; and if any tax is not paid within the time and manner provided by the controlling tax ordinance, a late payment penalty of five percent (5%) of the tax due shall be imposed. If no return is filed within the time or manner provided by the controlling tax ordinance and prior to the City issuing a notice of tax delinquency or notice of tax liability, then a failure to file penalty shall be assessed equal to twenty-five percent (25%) of the total tax due for the applicable reporting period for which the return was required to be filed. A late filing or payment penalty under this Article shall not apply if a failure to file or pay penalty is imposed by the controlling ordinance.

I. Section 314 shall be amended as follows:

SEC. 314 STATUTE OF LIMITATIONS.

The City, through the local tax administrator, shall review all tax returns in a prompt and timely manner and inform taxpayers of any amounts due and owing. The taxpayer shall have forty-five (45) days after receiving notice of the reviewed tax returns to make any request for refund or provide any tax still due and owing:

- (a) No determination of tax due and owing may be issued more than 4 years maximum after the end of the calendar year for which the return for the applicable period was filed or for the calendar year in which the return for the applicable period was due, whichever occurs later.
- (b) If any tax return is not filed or if during any 4-year period for which a notice of tax determination or assessment may be issued by the City, the tax paid was less than 75% of the tax due, the statute of limitations for issuance of a notice of tax determination or assessment shall be six (6) years after the end of the calendar year in which return for the applicable period was due or end of the calendar year in which the return for the applicable period was filed.
- (c) No statute of limitations shall apply if a fraudulent tax return was filed by the taxpayer.

SEC. 314A COLLECTION.

In case of failure to pay any tax imposed under this Chapter 39 or by the City, or any portion thereof, or any penalty provided for in this Article, or interest, when due, the City may bring suit against the tax collector or the purchaser or user to recover the amount of such tax or portion thereof, or penalty and/or interest; or, if the tax collector or purchaser or user has died or become incompetent, may file a claim therefore against his estate; provided that no such suit with respect to any tax, or portion thereof, or penalty, or interest shall be instituted more than six (6) years after the date any proceedings in court for review thereof have terminated or the time for the taking thereof has expired without such proceeding being instituted, except with the consent of the person from whom such tax or penalty or interest is due; nor, except with such consent, shall such suit be instituted more than six (6) years after the date any return is filed with the City in cases where the return constitutes the basis for the suit for unpaid tax or portion thereof, or penalty provided for in this Article, or interest: Provided that the time limitation period on the City's right to bring any such suit shall not run during any period of time in which the order of any court has the effect of enjoining or restraining the City from bringing such suit.

SEC. 314B TAX LIENS.

The City shall have a lien for any tax imposed under this Chapter 39 or by the City, or any portion thereof, or for any penalty provided for in this Chapter, or for any amount of interest which may be due as provided for in this Chapter, upon all the real and personal property of any person to whom a final assessment or revised final assessment has been issued as provided in this Chapter, or whenever a return is filed without payment of the tax or penalty shown therein to be due, including all such property of such persons acquired after receipt of such assessment or filing of such return. The taxpayer is liable for the filing fee incurred by the City for filing the lien and the filing fee incurred by the City to file the release of that lien. The filing fees shall be paid to the City in addition to payment of the tax, penalty, and interest included in the amount of the lien.

However, where the lien arises because of the issuance of a final assessment or revised final assessment by the City, such lien shall not attach and the notice hereinafter referred to in this Section shall not be filed until all proceedings in court for review of such final assessment or revised final assessment have terminated or the time for the taking thereof has expired without such proceedings being instituted.

The lien created by the issuance of a final assessment shall terminate unless a notice of lien is filed within 6 years from the date all proceedings in court for the review of such final assessment have terminated or the time

for the taking thereof has expired without such proceedings being instituted and where the lien results from the filing of a return without payment of the tax or penalty shown therein to be due, the lien shall terminate unless a notice of lien is filed within 6 years from the date when such return is filed with the City: Provided that the time limitation period on the City's right to file a notice of lien shall not run (1) during any period of time in which the order of any court has the effect of enjoining or restraining the City from filing such notice of lien, or (2) during the term of a repayment plan that taxpayer has entered into with the City, as long as taxpayer remains in compliance with the terms of the repayment plan.

The procedures for notice and enforcement of such lien shall be the same as that provided in the Retailers' Occupation Tax Act as now or hereafter amended. The lien may be signed by the City Manager or City Finance Director, or their designees.

Such lien authority is provided as authorized by the Illinois Municipal Code, Article 8, Division 3.

J. Section 332 shall be deleted in its entirety and replaced as follows:

SEC. 332 COMPENSATION FOR COLLECTION SERVICES.

As compensation for services rendered in the collection and payment of this tax, retailers filing a tax return may retain an amount of money equal to one percent (1%) of the tax due.

K. Section 357 shall be deleted in its entirety and replaced as follows:

Whenever any person shall fail to pay any tax as herein provided or required, or to file any tax return, the penalties, interest, and collection procedures set forth in Article XV shall apply in addition to any other rights and remedies provided to the City by law or ordinance.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended 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 ten (10) days after the date of its 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 24th day of March, 2014.

APPROVED this 25th day of March, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bloomington Chateau Partners, LLC (“BCP”), d/b/a The Chateau, Tax Repayment Agreement for Hotel/Motel Tax

RECOMMENDATION/MOTION: Recommend that the Repayment Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The Finance and Legal Departments have been working with BCP since late 2012 to collect Food & Beverage and Hotel/Motel Taxes which were significantly in arrears. Efforts by each department included personal meetings, visits to the business, and telephone calls which aided in intermittent periods of receiving tax payments. In addition, resources to facilitate possible funding for a high end restaurant were provided which BCP worked with for over four (4) months. Tony Roma’s opened in February 2014.

BCP has been paying their taxes each month since November 2013 and has been paid in full all outstanding Food & Beverage Taxes. BCP stands ready to address the outstanding balance on Hotel/Motel Taxes culminating with the attached tax repayment agreement attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The payments will be deposited in the Non-Departmental - Hotel/Motel Tax account (10010010 - 50034).

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Mwilambwe, seconded by Alderman Stearns that the Repayment Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Presentation of the Marketplace Fairness Act of 2013.

Mayor Renner introduced this item.

David Hales, City Manager, addressed the recent One Voice trip and the Bloomington Normal Economic Development Council.

Justine Robinson, Economic Development Coordinator, addressed the Council. She described this proposed law as critical. It would level the playing field for brick & mortar versus on line retailers. She noted that individuals were supposed to claim on line sales

purchases on their income tax forms. The Council was being asked to adopt a Resolution in support of this law. The City's support of this law would encouraged federal level elected officials to support same. She noted that US Senator Dick Durbin and Mark Kirk had already expressed their support. This act addressed economic viability of local retailers and the City.

Mayor Renner noted that there was support for this piece of legislation, (i.e. US Conference of Mayors, National League of Cities, National Association of Counties, etc.).

The following was presented:

SUBJECT: Marketplace Fairness Act of 2013

RECOMMENDATION/MOTION: That the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local businesses; Objective 4b. Attraction of new targeted businesses that are the "right" fit for Bloomington; Objective 4d. Expanded retail businesses; and Objective 4e. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: According to the International Council of Shopping Centers, (ICSC), the Marketplace Fairness Act of 2013 (S. 336/H.R. 684,) represents bipartisan legislation that would close the online sales tax loophole and bring long overdue fairness to brick-and-mortar retailers, all without adding to the federal deficit, creating new taxes or increasing existing taxes.

The ICSC explains that, in today's marketplace, consumers have many choices about where and how they shop. The blending of traditional and online marketplaces based on new and developing technology should be a positive for consumers and retailers. However, fair competition is a necessary part of a thriving multi-channel retail marketplace. In order for there to be real and fair competition, there has to be a level playing field. Brick-and-mortar retailers have for too long been put at a tremendous disadvantage by an antiquated sales tax framework that clearly benefits online retailers. A business environment is needed in which all retailers can grow, create jobs, and continue to drive the American economy.

Unfortunately, the current sales tax system is threatening our community retailers, which serve as the backbone of our local economies. Local businesses on average circulate more than forty (.40) cents back into the community for every dollar spent, according to the American Independent Business Alliance. To put this in perspective, a local retail store with sales of \$1 million a year will circulate on average \$400,000 back into the community, per year. Local retailers also drive employment. According to a 2011 University of Tennessee study, each \$1 million of new retail sales in traditional brick-and-mortar establishments adds 3.61 jobs. The same \$1 million in new sales at an online retailer is expected to create 0.88 jobs. Local retailers are critical to the economic health of our communities.

The Marketplace Fairness Act will help level the playing field for brick-and-mortar retailers, while restoring states' rights to establish and enforce collection of their own sales taxes. Currently, states are deprived of this right because they cannot compel online retailers and other out-of-state sellers to collect sales taxes, even though the tax on those purchases is currently due. Under existing tax laws, consumers are required to pay the sales tax on purchases made from out-of-state sellers directly to the state when the retailer does not collect it on their behalf. However, this requirement is an impractical and cumbersome burden on consumers, as well as inefficient tax collection policy. By correcting this inefficiency through the Marketplace Fairness Act, Congress will give states the ability to avoid increasing taxes on in state consumers and businesses.

For all of these reasons, the ICSC is asking its members to support the Marketplace Fairness Act, which would fix the current competitive imbalance, ensure a viable marketplace for all retailers and promote a more stable and efficient revenue stream.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Chamber of Commerce, Economic Development Council for the Bloomington-Normal Area; the Senate voted 75-24 in favor of this bill (S.336) on Friday, March 22, 2013 with Senator Durbin being one of the bill's sponsors and Senator Kirk voting in the affirmative.

FINANCIAL IMPACT: The Illinois Department of Revenue released a report titled "Estimating Illinois' E-Commerce Losses", to which an update was issued in June 2011. Within this report, the Department estimates losses of \$197 million in sales tax revenue in FY 2013 as a result of online purchases. If this estimate holds true, based upon a high level calculation which indexes to the State's FY 2013 disbursements, the City has the potential to receive an additional \$1,182,000 in sales tax revenue if the Marketplace Fairness Act is enacted (Illinois Department of Revenue).

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

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

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 13

RESOLUTION SUPPORTING THE MARKETPLACE FAIRNESS ACT OF 2013

WHEREAS, the City of Bloomington seeks to grow the local economy through the retention and growth of current local businesses, the attraction of new targeted businesses; the expansion of retail businesses and the enhancement of working relationships with businesses; and

WHEREAS, many of these goals, as identified in the City's Strategic Plan and adopted by the Bloomington City Council, are directly impacted by local, state and federal tax regulations; and

WHEREAS, the current sales tax system favors online retailers over their brick-and-mortar counterparts, placing our local businesses and entrepreneurs at an unfair disadvantage; and

WHEREAS, the present tax system places an impractical legal burden on consumers who choose to make purchases online; and

WHEREAS, the Marketplace Fairness Act of 2013, under consideration by Congress, seeks to close the online sales tax loophole and bring fairness to brick-and-mortar retailers without adding to the federal deficit, creating new taxes or increasing existing taxes.

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

SECTION 1

The City of Bloomington supports the bipartisan Marketplace Fairness Act (S. 336/H.R. 684) under consideration by the United States Congress in 2014.

SECTION 2

Given that the Marketplace Fairness Act (S. 336/H.R. 684) does *not*:

- (A) Add to the federal deficit
- (B) Establish new taxes; and/or
- (C) Increase existing taxes

SECTION 3

Considering that the Marketplace Fairness Act (S. 336/H.R. 684) serves to:

- (A) Level the playing field for all retailers
- (B) Make it easier for consumers to fulfill their existing tax obligations; and/or

(C) Restore states' right to enforce their tax laws

SECTION 4

The City of Bloomington recognizes that the Senate voted 75-24 in favor of this bill (S.336) on Friday, March 22, 2013 with Senator Durbin being one of the bill's sponsors and Senator Kirk voting in the affirmative

The City of Bloomington requests that U. S. Senators Durbin and Kirk, and U. S. Congressmen Davis and Schock, State Senators Brady and Barickman, and State Representatives Brady and Sommer support the bipartisan Marketplace Fairness Act (S. 336/H.R. 684).

SECTION 5

A copy of this resolution will be forwarded to the appropriate legislators including U. S. Senators Richard Durbin and Mark Kirk, and U. S. Congressmen Rodney Davis and Aaron Schock, State Senators Bill Brady and Jason Barickman, and State Representatives Dan Brady and Keith Sommer to serve as support for the passage of the Marketplace Fairness Act.

PRESENTED and ADOPTED this 24th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Lower questioned enforcement.

Justine Robinson, Economic Development Coordinator, addressed the Council. Sales taxes would be collected at the point of sale. The details were still being ironed out. Issues were being studied. She added that it would take a cooperative effort.

David Hales, City Manager, addressed the Council. The Internet retailer would be responsible for charging sales tax and remittance to the state.

Motion by Alderman Fazzini, seconded by Alderman Black that the Resolution be adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Presentation of 2013 Annual Fire Statistics and Fire Services Update.

Mayor Renner introduced this item.

Mike Kimmerling, Fire Chief, addressed this item. He noted his presentation made at the March 22, 2014 Budget Work Session. The Fire Department operated out of five (5) Fire Stations, (Headquarters – 310 N. Lee St., Station 2 – 1911 Hamilton Rd., Station 3 – 2301 E. Empire St., Station 4 – 1705 S. Morrissey Ave., and Station 6 – 4040 E. Oakland Ave.). There were three (3) shifts which were scheduled twenty-four (24) hours on and forty-eight (48) hours off. He restated his concerns regarding the impact of overtime and the average age of the uniformed staff, (i.e. staff may end up working forty-eight hours on and twenty-four (24) hours off).

He addressed the departments front line apparatus: two (2) truck companies, four (4) engine companies, four (4) paramedic ambulances, one (1) EMS (Emergency Medical Services) Supervisor Vehicle, one (1) Shift Commander, two (2) airport crash units. These vehicles were used by the twenty-nine (29) uniformed personnel who were scheduled to work each day of the year. The department also acted as the regional Hazardous Materials Response Team.

Calls for service had increased over the past five (5) years for both fire and EMS. Call volume for 2013 was 10,045. This resulted in 15,000 vehicle trips. He cited the number of EMS calls: 8,025. He provided a listing the top five (5) responses: 1.) breathing problems, 2.) motor vehicle accidents, 3.) sick persons, 4.) unconscious/fainting; and 5.) falls. He also addressed fire responses: total number was 2,020. There were eighty-eight (88) structural fires with an estimated dollar loss value of \$1,450,380. Call volume was presented by station. Headquarters was the busiest station with 41.93% of all calls for service. He also addressed the busiest units/vehicles: Ambulance 3N16-HQ with 2,863 calls and Engine 1-HQ with 817 calls. Both vehicles were housed at the Headquarters station.

Chief Kimmerling addressed response times. He cited NFPA (National Fire Protection Association) Standard 1710's six (6) minute response time. Fire calls met same 73.4% of the time and EMS call met same 67.9% of the time. Another key measurement was ninetieth percentile (90%) times: fire calls were at 8.1 minutes and EMS calls were at 9 minutes. He readdressed the City's size, the call volume and the population of the City. All of these impacted response times.

He cited monthly call volumes with August being the busiest and February the slowest. The average call volume per month was 765 and the average call volume per day was twenty-seven (27). The busiest day of the week was Sunday, while the slowest day was Monday. The busiest hour of the day was 5:00 p.m., while the slowest hour was 4:00 a.m.

The department was involved in other activities. He cited the Fire Hydrant program. The City had over 5,000 hydrants. The City had added AVL (Automated Vehicle Location) to all fire vehicles. This allowed uniformed staff to respond to calls for service. This was an important factor. Training was critical. It kept uniformed staff and the public safe. The majority of all training was conducted while uniformed staff was on duty. The training was broken down by fire/rescue, EMS, hazardous materials, ARFF (Aircraft Rescue Fire Fighting), driver/operator, and administration. Knox box provided rapid access to businesses and homes in an emergency. There were approximately 470 installed in commercial facilities and forty (40) installed in residential homes. This program must be kept up to date.

Chief Kimmerling addressed the City's ISO rating which was currently three (3). There was a new rating schedule. He noted that less than four percent (4%) of fire departments nationwide held a rating of three or less.

He cited the new Training Tower. This was a useful facility. It assisted with deployment, impacted safety and addressed efficiency. He noted the Public Education programs for both children and adults. He noted that Brad McCollum, Fire Cpt./Public Education Officer, had received the Life Safety Educator of the Year Award. He cited the partnership with the Bloomington Area Career Center. This program's goal was to grow local firefighters. The department also has a User Service Survey. The response had been limited but the results were positive.

There was a Premise Alert Program. This program was for individuals with special needs. The program was electronic and a cooperative effort with the Police Department.

He addressed the department's 2014 accomplishments and the department's focus for 2015. A key concern was the agreement with the Central Illinois Regional Airport. He also had a listing of future needs. Key concerns were turnout time, which should be one (1) minute, improved travel times and improved response times. He specifically cited an additional ambulance at Headquarters station.

Alderman Fruin thanked Chief Kimmerling for the update. He questioned the reasons for overtime. Chief Kimmerling cited benefitted leave time, such as vacation and Kelley days, and job injury. He referred the Council to the IL Fire Chiefs Association's, (IFCA), report. The department averaged three to 3.5 call ins per day. Fire department staffing was a complex system.

Alderman Mwilambwe questioned the importance of the six (6) minutes response time. He noted that Chief Kimmerling had address this at the Budget Work Session. Chief Kimmerling cited fire propagation, (i.e. the flash over point when a room is on fire). He

added the fuel load in homes, (i.e. plastics). Rapid deployment was key. On the EMS side, brain damage can occur at six (6) minutes.

Alderman Mwilambwe questioned the highest ISO rating. Chief Kimmerling state one (1). It would take a substantial investment to reach this rating level.

Alderman Schmidt described this presentation as sobering. The Council had a legal/moral obligation. She had toured the fire stations. She encouraged all Council members to do the same. Cpt. McCollum had presented programs at the Illinois Wesleyan University Library, (her employer). She appreciated same.

Alderman Fazzini questioned the impact upon overtime cost of additional uniformed staff positions were added. Chief Kimmerling referred the Council to the IFCA's report. The department needed to have certain number of staff positions filled every day. He estimated an entry level firefighter's salary and benefit cost at \$100,000 per year. He believed the dollar exchange would be one for one.

Alderman Stearns noted Chief Kimmerling's request for three (3) entry level firefighters. Chief Kimmerling stated that the goal was to break even. Alderman Stearns questioned the impact of these positions upon response times. Chief Kimmerling responded none. He noted that the IFCA's report called for nine (9) new positions/three (3) per shift. The addition of three (3) personnel provided the possibility to staff an additional ambulance. It provided the department with an opportunity. Daily staffing numbers were impacted by job injuries.

Alderman Stearns questioned forced overtime. She believed that there was a minimum staffing number. Chief Kimmerling acknowledged that there were days when the department ran short.

Alderman Stearns questioned the impact staffing had on the ISO rating. Chief Kimmerling had not seen the new rating system. Key factors had been City growth and the number of engine companies.

Alderman Stearns did not want public safety compromised. Her first thoughts were about public safety.

Mayor Renner restated that the requested new positions, (three/3 firefighters), would not impact response times.

Chief Kimmerling noted that his original request was for twelve (12) new firefighters. Any additional staffing would be helpful.

Alderman Painter echoed Alderman Schmidt's comments. Fire safety work was critical. The City needed to find the funding. This was a life and death business. She believed that the Council would work something out.

Chief Kimmerling believed that fire personnel were doing their best every day. Citizens often questioned the department's response time. He cited the City's sprawl. He believed that any improvement would be limited. There were a variety of issues that impacted response times.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, noted the Committee of the Whole Meeting held on DATE. Vasu LAST NAME, McLean County Regional Planning Commission's Director, requested that two (2) Aldermen be appointed to the Comprehensive Plan's Steering Committee. This committee will meet monthly. A decision was needed this week. There would be monthly updates. If interested, he requested that the Mayor be contacted.

He planned to send the Council an email regarding the One Voice trip and the National League of Cities Conference.

MAYOR'S DISCUSSION: Mayor Renner thanked Alderman Stearns for accompanied him on the One Voice Trip. Mental health issues were at the fore front. He also thanked Aldermen Black and Mwilambwe for accompanying him to the National League of Cities Conference. There were a number of sessions which addressed Downtown issues which were a City's sole/core.

Mayor Renner addressed the budget. This was an important issue. There had been some progress. The proposed seventeen (17) new positions had been eliminated. The Council had adopted a bold pension policy. There appeared to be interest in the Amusement Tax. A local gasoline tax was tentative as the work on same was incomplete. The structural deficit was several million dollars. An increase to the Utility Tax could be earmarked for Police and Fire Pensions. There was no way to pay for these pensions without a revenue increase. He could not sign such a budget. There needed to be realistic budget options. He understood that public safety was a priority. He encouraged the Council to be responsible, make this budget happen and find a way to pay for same. He added his interest in funding the three (3) proposed firefighter positions. The Council needed to reach a compromise.

At this time, he planned to veto the budget. The Council could over ride a mayoral veto with a super majority vote. He believed that an increase to the Utility Tax was the best option. The Council needed to check the rhetoric. Time was short. He had spoken to a variety of audiences. The proposed increase would match comparable cities rates. The City would not be at a disadvantage. General Fund revenues had not been increased in five (5) years. Concerns had been raised as this tax was viewed as regressive. The Council needed to seek creative possibilities to mitigate the funding deficit. There were a number of options. The Council needed to be clear with the public. Dollars were needed for pensions. Everything should be on the table. The Council needed to be honest and face some tough decisions. The City's financial problems went beyond the coming fiscal year. The City had obligations. The Council needed to provide clear direction. The Council needed to adopt a responsible budget which demonstrated the value placed on public safety.

ALDERMEN'S DISCUSSION: Alderman Fruin expressed his appreciation for the Mayor's comments. He noted Council's interest in the proposed Amusement Tax. The Council had raised some good questions. City staff provided a review and impact of same.

Alderman Fazzini noted the Council packet addendums. He believed that addendums were being issued too often.

He also addressed the Budget Work Session which he described as frustrating. He noted that \$4 million for street resurfacing had been removed from the budget. He described this as dishonest and stated that he would not vote for the budget.

Alderman Black also addressed the Budget Work Session. He expressed his confusion. The Council did not provide clear direction to City staff. He was concerned about miscommunication.

He addressed the Fire Department's calls for service. Expectations were high. The department was performing well. He added that training took money. He took the department's requests seriously. He questioned what the City was willing to give up. The City was at the crossroads. It may be unable to deliver quality services. The Council needed to create new revenue in order to provide the services wanted. He encouraged the Council to watch the YouTube video of the Budget Work Session.

The Council needed to reach an understanding. He expressed his interest in restoring the three (3) proposed firefighter positions. The Council needed to fund the Police and Fire Pension funds. The Council needed to move forward. He expressed his interest in budget reductions.

Alderman Schmidt thanked Mayor Renner for taking a stance. She had reflected on Saturday's Budget Work Session. The Council needed to be on the same team with City staff. She had reflected on the Utility Tax. It would impact those least able to pay. She cited individuals and small businesses. She understood the choices, (i.e. public safety and Police & Fire Pensions). There were significant consequences. Community conversations regarding the budget were important.

Mayor Renner informed the Council that he would be interviewed by three (3) local radio stations tomorrow. There had been comments made to eliminate the Parks, Recreation & Cultural Arts Department. This department generated \$7 million in revenue. Its \$7 million cost would not cover the structural deficit.

Alderman Painter noted that the proposed increase to the Utility Tax would match other Central IL cities.

Mayor Renner noted that a full year of Utility Taxes at the statutory maximum would generate \$4 million. This action would solve the City's pension problem.

Alderman Painter questioned other options. Mayor Renner acknowledged that there were other options. The Council had made a decision to stay away from property taxes.

Mayor Renner stated that the Town of Normal had twice the debt load and an AAA bond rating. The issue was decisive action. The bond rating agencies wanted to see a dedicated funding stream.

Alderman Stearns stated her intention to take a firm stand. Mayor Renner had stated his intention to veto the budget. She questioned where the City was going. She expressed her concern regarding the claim that this was a status quo budget. Public safety was a core service in her opinion. The Utility Tax had been presented as the only way.

Mayor Renner restated that there were other options.

Alderman Stearns stated that the Council had been told that the City had to raise taxes and/or fees. Bloomington was the most expensive city in the state outside of Chicago. The proposal would raise utility taxes to the statutory maximum. She noted the City's continued spending patterns. The General Fund continued to rise. The Council needed to ask the citizens what services they wanted. She readdressed core services which in her opinion were public safety, water and public works. She noted the intention to hire positions with the City Manager's Office. The City was headed in the wrong direction. She believed that if there was will there was a way. She had scheduled a ward meeting. The City could not tax its way out. This would not work and was not sustainable. The City had a spending problem. The Town of Normal had made a good decision.

Alderman Sage addressed the budget. He questioned Council direction to City staff: specific line items cuts and/or programmatic level reductions. He cited Parks & Recreation as an example. The Council needed to provide feedback regarding service cuts.

David Hales, City Manager, addressed the Council. He understood that public safety and streets were important. The Council should identify those programs and/or services which had the least support. City staff could not keep with the status quo. He cited fire response times as an example. He planned to work with the City's department heads to reduce the budget by \$2.5 million. He expressed his interest in points for discussion.

Alderman Sage expressed his willingness to identify specific programs.

Mr. Hales cited the Council's fall retreat. The Council was asked to identify specific programs/services. Quality of life was an integral part of the City. Economic development, business retention and attraction were dependent upon quality of life. Quality of life was important. He cited staff reductions in 2009. He also cited the impact of \$2.5 million in budget cuts upon staff morale. These were challenging times.

Alderman Sage recalled the last four (4) years. He had been willing to make decisions regarding service cuts. There had not been any opportunity to address specific cuts. He looked forward to holding a conversation in his ward. He questioned what \$2.5 - \$3.5 million in budget cuts would look like.

Mayor Renner looked forward to the Council's ideas.

Alderman Sage addressed programs and subsidy reductions. There should not be any decrease to public safety and infrastructure. He addressed the perception of quality of life.

Alderman Mwilambwe addressed the Budget Work Session. He remained hopeful. City staff needed to remain positive. The Council had a challenge. He cited solid waste services as an example. He questioned the economic impact of quality of life venues. He noted options such as reducing staff or increasing taxes. He questioned what was important. He expressed his interest in general public comments. He cited that facilities such as the US Cellular Coliseum, Bloomington Center for the Performing Arts and golf courses were not needed. Other statements addressed spending cuts. There was pension funding. He had heard a variety of things during his campaign for office. Money must come from somewhere. The Council had moral obligations, (i.e. pensions).

Alderman Lower expressed his appreciation for the comments made. The City should not follow the lead of the federal and state governments. There needed to be a separate street/sewer fund. There should be \$4 million in next year's budget for same. The City was giving up its competitive advantage. The City had been sheltered. The Council needed to determine an emergency tax list. Pensions, public safety, water and solid waste services were required by law. The City provided Cadillac level services. The City needed to find opportunities for volunteer services. Bookings at the USCC and BCPA needed to be profitable. The City Manager had his finger on the pulse. There would be a negative impact upon the business community. He was concerned about citizens on fixed income and young couples. He would not support a local gasoline tax. He provided the Council with handouts. The Council had been informed that the sales tax projections had been lowered. He had seen this coming. The City was losing its tax base. The Council needed to spend the time to work out the budget.

Motion by Alderman Fazzini, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 9:18 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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FOR COUNCIL: April 14, 2014

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on April 10, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion:

Motion: _____ Seconded by: _____

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



FOR COUNCIL: April 14, 2014

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That the Appointments and Reappointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the reappointment of:

- Rich Strle of 2903 Hendrix, 61701 to the Japanese Sister City Committee. His three (3) year term will expire 4/30/2015 (term expired 4/30/2012).
- Delos Dean Messinger of 2107 Hackberry Rd., 61704 to the Board of Fire & Police Commissioners. His three (3) year term will expire 4/30/2017.
- William Charles Witte of 33 Monarch Dr., 61704 to the Board of Fire & Police Commissioners. His three (3) year term will expire 4/30/2017.
- John Keith Rich of 32 Chiswick Circle, 61704 to the Board of Fire & Police Commissioners. His three (3) year term will expire 4/30/2017.
- Brittany Cornell of 2605 Binghamton, 61704 to the Library Board of Trustees. Her three (3) year term will expire 4/30/2017.

I ask your concurrence in the appointment of:

- David Penn of 207 Willard Ave., 61701 to the Board of Fire & Police Commissioners. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Kevin Suess of 113 Kreitzer, 61701 to the Planning Commission. His three (3) year term will be 5/1/2014 - 4/30/2017.
- David Hauman of 48 Kenfield Circle, 61704 to the Cultural District Commission. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Levi Sturgeon of 1008 Old Farm Rd., 61704 to the Historic Preservation Commission. His three (3) year term will be 5/1/2014 - 4/30/2017.

- Dontae Latson of 213 E Front St., #5, 61701 to the Human Relations Commission. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Gary Hoover of 2610 #2 Rainbow Ave., 61704 to the Human Relations Commission. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Steven Campbell of 10 Marvin Gardens, 61701 to the Japanese Sister City Committee. His three (3) year term will be 5/1/2014 – 4/30/2017.
- Robert Harrison of 2810 Greenfield Rd., 61704 to the Japanese Sister City Committee. His three (3) year term will be 5/1/2014 – 4/30/2017.
- Whitney Thomas of 1404 W. Elm St., 61701 to the Library Board of Trustees. Her three (3) year term will be 5/1/2014 – 4/30/2017.
- Monica Brigham of 315 Reeveston Dr., 61705 to the Library Board of Trustees. Her three (3) year term will be 5/1/2014 – 4/30/2017.
- Linda (Susie) Curtis of 1502 N Lee St., 61701 to the Library Board of Trustees. Her three (3) year term will be 5/1/2014 – 4/30/2017.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Board Rosters

Motion: _____ Seconded by: _____

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

Cultural District Commission

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Re/Appointme nt Date	Year First Appt	Reappointment
		Carol	Baker	1515 N. Linden	Bloomington	IL	61701	04/30/15	??/?/?/2012	2003	
		Bruce	Bergethon	13 Brookshire Dr	Bloomington	IL	61704	04/30/14	03/28/11	2005	not eligible
		Alex	Cardona	9697 Windgate Dr	Bloomington	IL	61705	04/30/16	05/13/13	2010	
		Roger	Elliott	212 Doud Dr.	Normal	IL	61761	04/30/16	05/13/13	2007	
		Sherry	Galbreath	3 Mallard Ct	Bloomington	IL	61704	04/30/15	10/22/12	2012	
		Matthew	Giordano	2 Turtleback Ct	Bloomington	IL	61705	04/30/15	02/13/12	2012	
		Neeraj	Joshi	1 Ashling Ct	Bloomington	IL	61704	04/30/16	10/14/13	2013	
		Mike	Kerber	406 N Linden	Bloomington	IL	61701	04/30/16	05/13/13	2009	
		Judy	Markowitz	326 Vista Dr	Bloomington	IL	61701	04/30/15	??/?/?/2012	2006	
		Carole	Ringer	110 Hawthorne Lake Dr	Bloomington	IL	61704	04/30/16	05/13/13	2010	
		Karen	Schmidt	409 E. Grove	Bloomington	IL	61701	04/30/14	??/?/?/2011	2008	eligible
		Vicki Lynn	Tilton	200 W. Monroe, #501	Bloomington	IL	61701	04/30/15	06/25/12	2012	
		Dr. Curtis	Trout	1104 S Fell	Normal	IL	61761	04/30/15	??/?/?/2012	2009	
Chair		Jim	Waldorf	1603 E. Washington St	Bloomington	IL	61701	04/30/14	03/28/11	2005	not eligible

Staff		John	Kennedy								
Staff		Brandy	Maloney								

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 at the Creativity Center

Number of Vacancies: 0
Number of Expired Board Members (Blm Appointments only): 0
Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Japanese Sister City Committee

Staff/Chair	Title	FirstName	LastName	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Blm Mayor Appointed	Reappointment
		VACANT									x	
		VACANT									x	
		Teodora	Amoloza	39 Breckenwood Ct	Bloomington	IL	61704	04/30/16	05/28/13	2013	x	
		Donald	Necessary	912 N Madison St. #2	Bloomington	IL	61701	04/30/16	01/14/13	2013	x	
		Bob	Clary	3211 Winchester	Bloomington	IL	61704		12/22/08	2008	x	
		Harriett	Steinbach	511 E Market St	Bloomington	IL	61701		06/09/08	2008	x	
		Sanae	Farrier	2708 Brunswick Dr	Bloomington	IL	61704				x	
		Cindy	Hansen	422 Standish Dr	Bloomington	IL	61704				x	
		Joe	Reid	12 Lake Bluff Ct	Bloomington	IL	61704				x	
Chair		Rich	Strle	2903 Hendrix	Bloomington	IL	61701	04/30/12	03/23/09	2009	x	eligible

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 20 members
Number of members the Mayor appoints: 10 (10 appointed by Normal)
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room

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

Appointment/Reappointment Notes:

10/1/2013 - Rich Strle is assisting in finding two members to fill the vacancies

Board of Fire & Police Commissioners

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Reappointment
		Ellen	Schroeder	824 McGregor Unit 15	Bloomington	IL	61701	04/30/07	5/1/2004	2004	not eligible
Chair		Charles	Halbert	2707 Sheffield	Bloomington	IL	61704	04/30/10	9/1/2007	2004	not eligible
		W. Charles	Witte	33 Monarch Dr.	Bloomington	IL	61704	04/30/11	5/27/2008	2008	eligible
		Keith	Rich	32 Chiswick Cir	Bloomington	IL	61704	04/30/11	10/13/2008	2008	eligible
		Delos "Dean"	Messinger	2107 Hackberry Rd	Bloomington	IL	61704	04/30/14	11/14/2011	2011	eligible

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

Details:

Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 5 members
 Number of members the Mayor appoints: 5
 Type: Internal
 City Code:
 Required by State Statute: Yes
 Intergovernmental Agreements:
 Funding budgeted from COB for FY2014:
 Meetings: 1st Mon of each month at 4:00pm - Conference Room

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

Number of Vacancies: 0
 Number of Expired Board Members (Blm Appointments only): 4
 Number of Expired Board Members Eligible for Reappointment: 2

Appointment/Reappointment Notes:

Library Board of Trustees

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

Staff		Georgia	Bouda								
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Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 9 members
Number of members the Mayor appoints: 9
Type: Internal
City Code: Chapter 25, Section 3, Section 7
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Tues of each month at 4:30pm - Library Conf Room

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

Appointment/Reappointment Notes:

Planning Commission

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Reappointment
Chair/Southeast		Stan	Cain	10 Barley Circle	Bloomington	IL	61704	04/30/15	08/08/11	1997	
Southeast		J. Alan	Balmer	16 Fountain Lake Court	Bloomington	IL	61704	04/30/15	08/22/11	2011	
Southeast		David	Stanczak	6 Buckhurst Ct	Bloomington	IL	61704	04/30/16	09/10/12	2012	
Southeast		Ryan	Scritchlow	1005 S. Maple	Bloomington	IL	61701	04/30/17	01/14/13	2013	
Southeast		Rob	Wills	1309 Longford	Bloomington	IL	61704	04/30/15	08/08/11	2007	
Southwest		Christopher	Cornell	2605 Binghamton Ln	Bloomington	IL	61705	04/30/17	10/14/13	2013	
Southwest		Rex	Diamond	2915 Fox Creek Rd	Bloomington	IL	61705	04/30/16	04/23/12	2012	
Northeast		Bill	Schulz	2103 Woodfield	Bloomington	IL	61704	04/30/13	12/14/09	2005	Not eligible
Northwest		Charles E.	Stuckey	318 B. N. Main St.	Bloomington	IL	61701	04/30/14	08/08/11	2006	Not eligible
Northeast		James	Pearson	14 Hearthstone Ct	Bloomington	IL	61704	04/30/15	07/25/11	2011	
Staff		Mark	Woolard	109 E Olive St	Bloomington	IL	61701				

Details:

Term: 4 years (3 years as of 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 10 members

Number of members the Mayor appoints: 10

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd and 4th Wed of each month at 4:00pm - Council Chambers

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 1

Appointment/Reappointment Notes:

12/20/2011 - It was suggested that there be 2 members from each of the four quadrants (Washington and Main/51) and 2 at-large appointments

Human Relations Commission

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Reappointment
		VACANT									
		Cathy	Ahart	828 W. Oakland	Bloomington	IL	61701	04/30/08	04/30/00	1999	not eligible
Chair		Anthony	Jones	2103 Clearwater	Bloomington	IL	61704	04/30/11	04/30/01	2000	not eligible
		John	Elliott	1408 Kurt Dr #10	Bloomington	IL	61701	04/30/15	03/24/14	2009	
		Rhonda	Smith	2 Rock Garden Ct, Duplex #1	Bloomington	IL	61704	04/30/17	03/24/14	2011	
		Suresh	Krishna	1408 Tralee Lane	Bloomington	IL	61704	04/30/16	05/28/13	2013	
		Janet	Lancaster	316 N Main	Bloomington	IL	61701	04/30/16	05/28/13	2013	
Staff		Ernestine	Jackson	109 E. Olive St	Bloomington	IL	61701				

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 2nd Wed of each month at 7:00pm - Council Chambers

Number of Vacancies: 1

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

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:

Next Appointee: Camile Taylor (see Mayor Renner's email from 5/7/2013 - she was suggested by Ernestine and the HRB)

Donya Wills Flohr - resigned Feb 1, 2014

Historic Preservation Commission

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Re/Appointment Date	Year First Appt	Reappointment
Chair		Carson	Durham	304 S. Mercer	Bloomington	IL	61701	04/30/08	01/24/05	2005	not eligible
		Dan	Greene	15502 Old Colonial Rd	Bloomington	IL	61704	04/30/04	06/12/00	2000	not eligible
		Brad	Williams	613 E. Grove	Bloomington	IL	61701	04/30/17	12/09/13	2006	
		Julian	Westerhout	816 E Monroe St	Bloomington	IL	61701	04/30/17	10/14/13	2013	
		John	Elterich	409 E. Grove	Bloomington	IL	61701	04/30/17	10/14/13	2009	
		Jeffrey	Kennedy	315 E. Chestnut	Bloomington	IL	61701	04/30/17	10/14/13	2009	
		Sherry	Graehling	1418 E. Grove St	Bloomington	IL	61701	04/30/16	09/10/12	2012	
Staff		Mark	Woolard	109 E Olive St	Bloomington	IL	61701				

Details:

Term: 4 years (3 years after 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Thurs of each month at 5:00pm - Blm Council Chambers

Number of Vacancies: 0

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

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:

Carson Durham (no app), Dan Greene (no app)



FOR COUNCIL: April 14, 2014

SUBJECT: Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage

RECOMMENDATION/MOTION: That the payment to Arthur J. Gallagher, Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2014 through April 30, 2015 be approved, in the amount of \$776,898.

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

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

BACKGROUND: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. On April 22, 2013, Council approved AJG to continue to serve as its broker until April 30, 2016 with a three (3) year renewable contract. AJG is responsible for analyzing the insurance market and purchasing the City's Property, Liability, Excess Liability, Cyber, and Excess Worker's Compensation Insurance.

Arthur J. Gallagher submitted their 2014 insurance renewal cost that shows an increase cost of \$50,000. Mike Nugent, the City's Insurance Consultant, was able to negotiate those costs down by five percent (5%) or \$40,000, which is slightly less than our November 2013 projections.

Summary of 2014 Insurance Renewal Cost Results:

- Property Insurance premium increased \$7,000. Due to facility locations that they felt were underinsured. City reported values are now at \$15,000,000.
- Excess Worker's Compensation premium increased by \$27,000. This increase is due to Illinois Worker's Compensation Laws being a challenge and that Safety National Insurance is the sole competitive provider for this type of coverage.
- Cyber coverage premium increased by ten percent (10%). Mr. Nugent will assist the City going forward to be more competitive by gathering additional information to secure alternatives.
- Total Cost for the City's 2014 Insurance Premiums will be \$776,898. This cost does include Gallagher's Broker Fee in the amount of \$38,625.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The payment for \$776,898 will be encumbered after May 1, 2014 contingent upon Council approval of the Arthur Gallagher Insurance Coverage and Insurance Broker Services being included in the FY 2015 Proposed Budget. Funds were proposed in line items 6015015 - 70702 (Workers Compensation Premiums), 60150150 - 70703 (Liability Premiums), 6015150 - 70704 (Property Premiums) and 60150150 - 70220 (Other Professional Services). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 176.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Renewal Plan of Action for May 1, 2014 to May 1, 2015
Attachment 2. 2014 Renewal Cost Breakdown Chart
Attachment 3. Mike Nugent's Cover Letter

Motion: _____ Seconded by: _____

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

Renewal Plan of Action
May 1, 2014 to
May 1, 2015

City of Bloomington

109 East Olive Street
Bloomington, IL 61701

Presented to the City of Bloomington and Mike Nugent
on October 23, 2013



Arthur J. Gallagher & Co.

Walter J. Larkin
Area Executive Vice President
630-285-3624
Katherine Bisceglia
Account Manager
630-285-4059

Arthur J. Gallagher Risk Management Services, Inc.
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143
www.ajg.com

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Current Program Structure

(May 1, 2013 May 1, 2014)

Lloyd's Package

(Property, Auto Physical Damage, Liability)

Carrier: Underwriters at Lloyd's (Brit Syndicate #2987 – 100%)
Term: May 1, 2014 to May 1, 2015
Loss Fund: \$560,000 In the aggregate annually
(Third Party Liability only erodes loss fund) (GL/AL/EBL/E&O coverages)
Excess Loss Fund
Protection: \$1,000,000 xs \$560,000

Section I – Property

Limit:

\$975,000 Each occurrence unless specified below (Excess SIR)

Retention:

\$25,000 Self-Insured Retention
\$1,000 Property Maintenance Deductible
\$1,000 Auto Physical Damage Maintenance Deductible

Sublimits

\$975,000 Flood and Surface Water in the annual aggregate

Flood Zone A is excluded in its entirety

\$975,000 Earthquake in the annual aggregate
\$975,000 Named Windstorm in the annual aggregate
\$975,000 Data Processing Systems Equipment
\$975,000 Data Processing Media
\$250,000 Data Processing Extra Expense – Ground Up
\$975,000 Valuable Papers
\$250,000 Fine Arts – Ground Up
\$975,000 Accounts Receivable
\$975,000 Business Income
\$975,000 Mobile Equipment
\$500,000 Transit – Ground Up
\$500,000 Garagekeepers Legal Liability – Ground Up
\$975,000 Business Income other than Rental Value (sales tax)
\$975,000 Extra Expense
\$10,000 Any One Police Dog – Ground Up

\$1,000,000 Newly Acquired Property (Automatic Acquisition Clause) Valuation:

Replacement Cost – All Covered Real and Personal Property except;

Actual Cash Value – Auto Physical Damage – all vehicles except emergency,

Replacement Cost – Auto Physical Damage – Emergency vehicles

City of Bloomington

Replacement Cost – Mobile Equipment, Computer Equipment
Actual Loss Sustained – Time Element

Section II – General Liability

Limits – All coverage under this section combined: \$5,000,000 Annual Aggregate

\$5,000,000 Each Occurrence (Excess SIR)

\$5,000,000 Annual Aggregate

Retentions:

\$125,000 Self Insured Retention

Sublimits:

\$5,125,000 Failure to Supply – Ground Up (inclusive of insured's SIR)

(Bodily Injury/Property Damage arising out of the failure of any Assured to adequately supply water)

Section III – Automobile Liability

Limits – All coverage under this section combined: \$5,000,000

\$5,000,000 Each occurrence (No Annual Aggregate) – Excess SIR

Retention: \$125,000 Self-Insured Retention

Sublimits: \$40,000 Uninsured/Underinsured Motorist – Any One Occurrence (Ground Up)

Section IV – Public Officials Liability (including Employment Practices Liability)

Limits – All coverage under this section combined: \$5,000,000/\$5,000,000 annual aggregate

\$5,000,000 All Errors & Omissions/Public Officials Liability Coverages (Excess SIR)

\$5,000,000 All Errors & Omissions/Public Officials Liability – Annual Aggregate

Retroactive Date: August 1, 1986

\$5,000,000 Employment Practices Liability (Excess SIR)

\$5,000,000 Employment Practices Liability – Annual Aggregate

Retroactive Date: August 1, 1986

\$5,000,000 EEOC Hearings (Excess SIR)

\$5,000,000 EEOC Hearings – Annual Aggregate

Retroactive Date: August 1, 1986

The following sublimits are part of overall E&O limit and not in addition to overall limit

\$5,000,000 Sexual Harassment – Annual Aggregate – Claims-Made Basis (Excess SIR)

\$5,000,000 Sexual Abuse – Annual Aggregate – Occurrence Basis

Retroactive Date: May 1, 2010

Retention:

\$125,000 Self Insured Retention

Form: Claims-Made

Extended Reporting Period – 60 Days

City of Bloomington

Section V – Excess Workers Compensation and Employers Liability for a Qualified Self-Insurer

Limits – All coverages under this section combined: \$50,000

(Includes Jones Act & USL&H Act for use and operation of the City's pontoon boat)

Retention:

\$550,000 Self-Insured Retention – Police/EMT/Firefighters Employees

\$450,000 Self-Insured Retention – All Other Employees

Section VI – Employee Benefits Liability

Limits – All coverage under this section combined: \$5,000,000/\$5,000,000 annual aggregate

\$5,000,000 All Employee Benefits Liability (Excess SIR)

\$5,000,000 All Employee Benefits Liability – Annual Aggregate

Retention:

\$125,000 Self Insured Retention

Form: Claims-Made

Retro Date: August 1, 1986

Extended Reporting Period – 60 Days

Section VII – Law Enforcement Activities

Limits – All coverage under this section combined: \$5,000,000 Annual Aggregate

\$5,000,000 Per occurrence (Excess SIR)

\$5,000,000 Annual Aggregate

Retention:

\$125,000 Self-Insured Retention

Sublimits for Reimbursement of Defense Costs Incurred Prior to Denial or Declination of Coverage:

\$50,000 Ground Up Any One Assured

\$100,000 Ground Up Any One Occurrence

\$150,000 Ground Up in the Annual Aggregate

Section VIII – Terrorism

\$1,000,000 Per Occurrence/Aggregate Property (\$25,000 Deductible)

\$20,000,000 Per Occurrence/Aggregate Liability (\$50,000 Deductible)

City of Bloomington

Excess Property

Carrier: Great American Insurance Company of New York

Term: May 1, 2013 to May 1, 2014

Limits

\$275,162,255 per occurrence excess of \$975,000 primary except, excess \$25,000 SIR, as sublimits below apply:

\$10,000,000 Annual Aggregate – Flood
\$10,000,000 Annual Aggregate – Earthquake

- No coinsurance or margin clause applies
- Joint Loss Agreement
- Follow form Lloyd's – this policy is subject to the same terms and conditions as the following primary policy
- Over-the-Road coverage for Automobile
- Cancellation 60 days' written notice (10 days for nonpayment of premium)
- Includes Terrorism

Sublimits (these are excess of the Lloyd's policy)

- Builders Risk – \$1,000,000 in any one occurrence
- Newly Acquired Building/Personal Property – \$1,000,000 in any one occurrence
- Garagekeepers Legal Liability – \$250,000 in any one occurrence
- Property In Transit – \$250,000 in any one occurrence
- Police Dogs – \$100,000 in any one occurrence
- Fine Arts – \$250,000 in any one occurrence
- Employee Tools – \$500,000 in any one occurrence
- Extra Expense – \$2,000,000 in any one occurrence
- Business Income – \$1,000,000 in any one occurrence
- Valuable Papers and Records – \$1,000,000 in any one occurrence
- Accounts Receivables – \$1,000,000 in any one occurrence
- Electronic Data Processing Equipment – \$6,364,411 in any one occurrence
- Electronic Data Processing Software/Media/Data – \$2,879,389 in any one occurrence
- Electronic Data Processing Extra Expense – \$250,000 in any one occurrence
- Automobile Physical Damage (Emergency Vehicles) – \$10,899,000 in any one occurrence
- Newly Acquired Automobiles (Replacement Cost) – \$1,000,000
- Automobile Physical Damage (Actual Cash Value – other than Emergency Vehicles) – \$13,413,328
- Newly Acquired Automobiles (Actual Cash Value) – \$1,000,000
- Mobile/Contractors Equipment – \$8,320,163 in any one occurrence
- Newly Acquired Mobile/Contractors Equipment \$1,000,000
- Miscellaneous Equipment – (radios/cylinders/audio systems/firefighting suits/golf carts/etc.) \$11,546,289 in any one occurrence
- Unintentional Errors and Omission \$1,000,000 in any one occurrence
- Debris Removal – \$500,000 in any one occurrence
- Pollutant Cleanup – \$250,000 in any one occurrence
- Ordinance or Law Part A (Undamaged Portion) – Included in building limit
- Ordinance or Law Part B (Demolition Costs) \$2,500,000 in any one occurrence

City of Bloomington

- Ordinance or Law Part C (Increased Cost of Construction) \$2,500,000 in any one occurrence
- Interruption by Civil Authority – In any one Occurrence – 3 Week Limitation

Flood Coverage

Flood Exclusions:

In addition to any property located within the 500-year flood plain, the following scheduled locations will be specifically excluded from coverage under this policy form:

- 1402 South Morris, Bloomington, IL (total values at this location \$114,691) Park
- 2904 Ireland Grove Road, Bloomington, IL (total values at this location \$62,148) Park
- 1001 Ethell Parkway, Bloomington, IL (total values at this location \$105,425) Park
- 1601 McKay, Bloomington, IL (total values at this location \$54,232) Park
- 2410 GE Road, Bloomington, IL (total values at this location \$145,085) – Park

Restricted 100-year and 500-year flood coverage endorsement:

This policy does not insure loss or damage caused by or resulting from the peril of flood for those locations within the 100-year and 500-year flood plain. The 100-year flood plain consists of Zones A, A1 through A30, AE, AH, AO, AR, A99, V, V1 through V30, VE or as designated by the Federal Emergency Management Agency (FEMA) or US Corps of Engineers. The 500-year flood plain consists of Zones B and Shaded X or as designated by the Federal Emergency Management Agency (FEMA) or US Corps of Engineers.

Boiler & Machinery

Carrier: Travelers Property Casualty Company of America

Term: May 1, 2013 to May 1, 2014

Combined Deductible: \$10,000

- \$150,000,000 Equipment limit per Breakdown
 - Property Damage – Included
- Business Income (Included in Total Limit)
- Extra Expense (Included in Total Limit)
- Service Interruption (Included in Total Limit)
- Dependent Property \$10,000,000
- Perishable Goods \$100,000,000
- Ordinance or Law \$10,000,000 (Including Deduction and Increased Cost of Construction)
- Expediting Expense (Included in Total Limit)
- Hazardous Substances \$10,000,000
- Newly Acquired Locations (Included in Total Limit)
- Brands and Labels, Errors and Omissions (Included in Total Limit)
- Does not include floor or earthquake, windstorm, lightning, hail, weight of snow/ice/sleet, collapse, riot or civil commotion, falling objects
- Business Income Coinsurance – Suspended
- Extended Period of Restoration – 5 days
- 90 days' notice of cancellation for this coverage part

City of Bloomington

Crime

Carrier: Massachusetts Bay Insurance Company

Term: May 1, 2013 to May 1, 2014 (third year of a three year term)

Limits: \$2,000,000 Employee Dishonesty (including \$1,000,000 Faithful Performance); \$2,000,000 Forgery/Alteration; \$500,000 Money and Securities inside/outside; \$2,000,000 Computer Fraud; \$2,000,000 Funds Transfer Fraud
\$10,000 deductible

Excess Liability

Carrier: Torus National Insurance Company

Term: May 1, 2013 to May 1, 2014

Retroactive Dates:

- 8/1/1986 all Claims-Made coverages except sexual abuse/sexual harassment
- 5/1/2010 sexual abuse/sexual harassment only

Limits:

Each Occurrence \$10,000,000

General Aggregate \$10,000,000

Retention: \$0

Underlying Retention: \$5,000,000 (Lloyd's)

Coverages:

General Liability, Law Enforcement Liability, Automobile Liability (No Aggregate), Public Officials, Employment Practices Liability, and Employee Benefits Liability (Retro Date follow form Torus/Brit)

Excludes TRIA

Carrier: Essex Insurance Company

Term: May 1, 2013 to May 1, 2014

Limits:

Each occurrence \$6,000,000

General Aggregate \$6,000,000

Retention: \$0

Underlying Retention: \$15,000,000 (Torus/Lloyd's)

Coverages:

General Liability, Law Enforcement Liability, Automobile Liability (No Aggregate), Public Officials, Employment Practices Liability, and Employee Benefits Liability (Retro Date follow form Torus/Brit)

Excludes TRIA

City of Bloomington

Excess Workers Compensation and Employers Liability

Carrier: Safety National Casualty Corporation

Term: May 1, 2013 to May 1, 2014

- Workers Compensation – Statutory Per Occurrence
- Employers Liability Maximum Limit of Indemnity Per Occurrence – \$2,000,000
- Premium Rate \$.495 per \$100 of payroll
- Minimum Premium for the Liability Period \$224,014
- Deposit Premium for the Payroll Reporting Period \$224,014
- Payroll Reporting Period – Annually as of May 1
- Estimated annual payrolls effective 5/1/2013 is \$45,255,343
- Self-Insured Retentions:
 - \$600,000 for Police Officers/Drivers
 - \$600,000 for Firefighters/EMTs/Paramedics/Drivers
 - \$500,000 All Other Class Codes
- Includes Endorsements for Voluntary Compensation; Includes Terrorism

Cyber Liability

Carrier: Westchester Surplus Lines

Term: May 1, 2013 to May 1, 2014

Limit and Premium:

Primary Privacy & Network Liability Insurance:

Coverage	Limit of Liability		Deductible or SIR Each Claim	Retroactive Date
	Each Claim	Aggregate		
Privacy Liability	\$2,000,000	\$2,000,000	\$25,000	Inception
Data Breach Fund	\$250,000	\$250,000	\$0	Inception
Network Security Liability	\$2,000,000	\$2,000,000	\$25,000	Inception
Internet Media Liability	\$2,000,000	\$2,000,000	\$25,000	Inception
Cyber Extortion	\$2,000,000	\$2,000,000	\$25,000	Inception
Regulatory Proceeding				
Sublimit of Liability	\$250,000	\$250,000		
Maximum Policy Aggregate				
Limit of Liability		\$2,000,000		
Premium (Policy Period)	\$15,084			

City of Bloomington

Underground Storage Tank Liability

Carrier: Colony Insurance Company

Term: August 22, 2013 to May 1, 2014

Retroactive Dates:

- 8/22/2013

Liability Limit:

Each Claim \$1,000,000

Aggregate \$2,000,000

Premium: \$2,759

Deductible: \$5,000

Covered Tanks:

<u>Scheduled Facility(ies)</u>	<u>Number of Storage Tank System(s)</u>
3002 Fox Creek Road Bloomington, IL 61701	1 Above Ground
502 Hamilton Bloomington, IL 61701	1 Above Ground
1613 South Main Bloomington, IL 61701	1 Above Ground
1813 Springfield Road Bloomington, IL 61701	1 Above Ground
25515 Waterside Way Hudson, IL 61748	2 Above Ground

Projected Premiums for May 1, 2014 to May 1, 2015

Line of Coverage (including taxes if applicable)	Expiring	Rate % Increase or Decrease ⁽¹⁾	Projected Premium ⁽²⁾	Projected Premium ⁽³⁾ Increased Exposures
Package	\$294,224	2%	\$300,108	\$306,110
Property Terrorism	6,015	-3%	5,835	5,835
Liability Terrorism	18,131	-3%	17,587	17,587
Excess Property	84,801	3%	87,345	89,965
Boiler & Machinery (3-Year Term Not Billed Annually)	7,931	0%	7,931	8,090
Excess Workers Compensation/EL	224,014	5%	235,215	242,271
Crime (3-year term but billed annually)	7,212	0%	7,212	7,212
Excess Liability – Torus	44,684	2%	45,578	46,490
Excess Liability – Essex	9,953	2%	10,152	10,355
Cyber Liability	15,084	3%	15,537	15,537
Underground Storage Tank Liability	2,759	3%	2,842	2,842
AJG Fee (2nd year of a 3-year term)	37,500	0%	37,500	37,500
Totals	\$752,308		\$772,842	\$789,794

Other Coverages: None

Subjects for Discussion

- Review six-year loss history and the loss fund.
- Visit the Self-Insured Retention under the Lloyd's program – should the City consider raising their retention? Open for discussion.
- Any new exposures?
- Are we insuring all city exposures that are known, i.e., underground/aboveground gasoline/diesel storage tanks?
- Brit Loss Control Funds' usage by the insured and Brit team web-based platform.
- Discuss the marketplace – hard market/soft market.

⁽¹⁾ Estimates on increases are dependent on satisfactory loss trends and are net of exposure increases.

⁽²⁾ Projected Premiums based on no changes to exposures and flat rates.

⁽³⁾ Projected Premiums based on 3% increased exposures.

Marketing Strategy for May 1, 2014 to May 1, 2015

Coverage	Carriers to Approach
Package Property/Auto Physical Damage Public Officials Liability Employee Benefits Liability Automobile Liability Law Enforcement	Lloyd's (Brit)
Terrorism (Property and Casualty)	Lloyd's
Excess Liability	Torus – \$10,000,000 Essex – \$6,000,000
Excess Property	Great American Travelers Hartford
Boiler & Machinery	Not Marketing
Crime	Hanover
Excess Workers Compensation and Employers Liability	Safety National Casualty Corporation

Required Underwriting Data

- Updated Property values
- Radio Antennas List (if any)
- Fine Arts List (if any)
- Property in the Open List
- Vehicle Schedule – include cost new and VIN
- Emergency Vehicle List – include replacement cost and VIN
- Contractors Equipment Schedule – please include Replacement Cost and Model/Serial Number
- Estimated Payrolls for 2012 term
- Loss Runs – six years of currently valued, including losses excess \$25,000

City of Bloomington

Applications:

- Liability Applications and Supplements – renew, update, and sign
- ACORD Umbrella Applications – review and sign
- Safety National Casualty Corporation – renew, update and sign
- Cyber Applications
- Underground Storage Tank Liability Application

Pre-Renewal Service Calendar effective May 1, 2014

Current Date: 10/23/2013	Oct/Nov	Dec/Jan	Feb/Mar	Apr/May
Risk Management – Pre-Renewal Strategy Meeting with City and Mike Nugent	10/23			
Email renewal forms to Nugent/City for updating	11/11			
Return Underwriting Data and Completed Forms to AJG		12/10		
Deliver of Submission to selected markets		12/20		
Quotations received from markets			3/3	
Renewal proposal to Client			3/20	Send Binders and Auto ID card to City by May 1

Cost Summary				
	2014 Renewal Costs			
	March 21, 2014			
		Current Cost	Proposed	Negotiated
2012 Renewal	2012 / 2013	2013 / 2014	2014 / 2015	2014 / 2015
Property	\$ 95,688	\$ 92,732	\$ 102,879	\$ 100,175
UST	\$ -	\$ 4,100	\$ 4,040	\$ 4,040
Excess Liability Layer 1	\$ 44,979	\$ 44,684	\$ 44,622	\$ 44,622
Excess Liability Layer 2	\$ 10,112	\$ 10,311	\$ 11,008	\$ 11,008
Crime	\$ 7,212	\$ 7,186	\$ 7,186	\$ 7,186
Excess WC	\$ 168,067	\$ 224,014	\$ 257,804	\$ 251,007
Liability	\$ 337,395	\$ 294,407	\$ 297,705	\$ 297,705
Cyber	\$ -	\$ 20,483	\$ 22,530	\$ 22,530
Broker Fee	\$ 37,500	\$ 38,625	\$ 38,625	\$ 38,625
Total	\$ 700,953	\$ 736,542	\$ 786,399	\$ 776,898
Property Limit	\$ 260,553,108	\$ 275,162,255	\$ 299,325,001	\$ 299,325,001
Total Liability Limit	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000
Crime Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Property Deductible	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Liability Self-insured Retention	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Crime Deductible	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
WC SIR - Police / Fire	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
WC Sir - All Other Employees	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000



NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

March 22, 2014

Ms. Barb Adkins
Deputy City Manager
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Insurance Coverage Renewal

Dear Barb:

The attached spreadsheet provides details on the 2014 insurance coverage renewal. The initial renewal terms offered by Gallagher increased costs by \$50,000. I was able to negotiate those costs down to a 5% (\$40K) increase, which is slightly less than the projections I provided to the City in November.

Here is a summary of results:

1. Property – property insurers are evaluating reported values and in many cases increasing values on locations they feel have underinsured values. In the City's case, the insurer increased reported values by \$15,000,000. The actual rate remained the same but the premium increased \$7,000.
2. Excess Workers Compensation coverage will increase by \$27,000 (12%). The excess workers compensation market for municipalities in Illinois continues to be a challenge with Safety National being the sole competitive provider. They continue to raise premiums for all municipalities in the 10-15% range.
3. Cyber coverage will increase 10%, however the broker has some other options that may be more competitive and will work with the City to gather some additional information to secure alternatives. I ask that you approve the attached figures as "not to exceed".

I have asked Gallagher representatives to attend the April 14 City Council meeting to answer any questions about this renewal.

Sincerely

Mike

Mike Nugent



FOR COUNCIL: April 14, 2014

SUBJECT: A Resolution authorizing a Service Agreement with the lowest responsible bidder for the supply of electricity/natural gas for City Municipal facilities that are not covered by the Municipal Electric Aggregation Program and Designating the City Manager to have the authority to approve Electricity/Natural Gas Supplier

RECOMMENDATION/MOTION: That the Resolution be adopted.

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

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

BACKGROUND: On February 10, 2014, Council approved Stone River Group to obtain electricity and natural gas pricing for a three (3) year period for the following city facilities that use more than 15,000 kWh per year:

- Water Treatment Plant
- Water Pumping Stations
- Police Department
- Center for Performing Arts
- Creativity Center
- Public Library
- City Hall
- Fire Stations

The City's remaining facilities are covered under the City's Municipal Aggregation Program that was approved on May 13, 2013.

Following adoption of the resolution, Stone River Group would be able to obtain the lowest cost pricing for electricity and gas for a determined amount of time and would be able to lock in those prices immediately and provide the Service Agreement for the City Manager's signature.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Prior Council approval on February 10, 2014 in the best interest of the taxpayer.

FINANCIAL IMPACT: Stone River Group will be paid .0015 Kwh of the electric rate and .02 per therm for natural gas. These fees will be paid by the retail electric provider and/or natural gas supplier. As approved by the Council on February 10, 2014.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachments: Resolution

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2104 -

**A RESOLUTION AUTHORIZING THE CITY MANAGER
OF THE CITY OF BLOOMINGTON TO APPROVE
ELECTRIC AND NATURAL GAS SUPPLIER FOR CITY FACILITIES**

WHEREAS, the City of Bloomington has previously entered into a “Letter of Understanding with Stone River Group; and

WHEREAS, Stone River Group serves as the City’s Consultant to obtain electricity and natural gas pricing for a three year period

WHEREAS, Stone River is not authorized to sign on the City’s behalf any agreement and/or contract

WHEREAS, it is in the best interest of the tax payer that City Manager of the City of Bloomington be authorized to sign the lowest vendor bid service agreement for Electric and Natural Gas Contract

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

SECTION ONE: The City Manager of the City of Bloomington, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Bloomington, Illinois, be and the same is hereby authorized to attest to said execution of a service agreement with the lowest responsible bidder for the supply of electricity/natural gas for City Municipal facilities, said execution and attestation to take place within the applicable time constraints required by the bidder.

SECTION TWO: This Resolution shall be effective immediately and shall remain in effect until the selection process has been completed and contract signed by the City Manager of the City of Bloomington.

ADOPTED this 14th day of April, 2014

APPROVED this ____ day of April, 2014

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: April 14, 2014

SUBJECT: Purchase of ammunition for the Police Department

RECOMMENDATION/MOTION: Recommend that Council retroactively authorize the purchase of handgun/rifle ammunition from Ray O'Herron Co., Inc., Danville, IL., using the State of Illinois Joint Purchasing Contract in the amount of \$44,432, and the Procurement Manager be authorized to issue a purchase order.

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

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

BACKGROUND: Ammunition of the caliber needed by the City is scarce and must be ordered nine (9) to twelve (12) months in advance of the need. An excerpt from the State Joint Bid contract #4017592 states, "Note: State bid ammunition may take 9-12 months to receive and it is shipped free from Winchester." State Joint Bid offers the ammunition the Police Department requires at a greatly discounted rate. Police placed an order with the State Joint Bid contract in early March, assuming there would be plenty of time to seek Council approval for such purchase. Two (2) weeks after said order was placed, the rifle ammunition was delivered. The handgun ammunition was delivered on April 3. Police recognizes that a Council Memo should have been prepared and approved prior to placing an order of this magnitude but thought there was ample time to process the memo before the order would be processed.

The per case cost for the rifle ammunition is less than originally anticipated, representing a sixteen percent (16%) savings off the already discounted price and no additional cost for shipping. The handgun ammunition on this contract is between twenty percent (20%) less for 9mm and thirty percent (30%) less for .40 caliber than open market discounters.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The purchase of the ammunition is budgeted in Police - Other Supplies (10015110 - 71190). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Invoices

Motion: _____ Seconded by: _____

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



Invoice

3549 North Vermilion Street
PO Box 1070
Danville, IL 61834-1070

1-800-223-2097
www.oherron.com
rayoherron@oherron.com

Invoice Number: 1414021-IN
Invoice Date: 3/18/2014

Order Number: 1406370
Order Date: 3/3/2014
Salesperson: DY

Customer Number: 00-61702PD

Suppliers of public safety equipment since 1964

Sold To:

BLOOMINGTON POLICE DEPARTMENT
305 S EAST ST
BLOOMINGTON, IL 61701

SENT TO

Police

MAR 20 2014

Ship To:

BLOOMINGTON POLICE DEPARTMENT
305 S EAST ST
BLOOMINGTON, IL 61701

Confirm To: FRANCES - CITY FINANCE DEPT.

FROM ACCOUNTS PAYABLE

Customer P.O.

Ship VIA
UPS

Terms
NET 30 DAYS

Item Number	Ordered	Shipped	Back Ordered	Price	Amount
SLW					
Q3131	5,650.00	5,650.00	0.00	7.04	39,776.00
5.56mm, 55GR, FMJ, 20/BX					
RA40T	320.00	0.00	320.00	14.55	0.00
40 S&W, 180 GR, JHP, 50/BX					
RA9T	20.00	0.00	20.00	12.50	0.00
9MM LUGER, 147 GR, JHP, 50/BX					
STATE AMMO					

*** BID PRICING *** NO FREIGHT ***

RECEIVED

Date: 3-20-14
Name (Print): Ullrich
Comments: _____

any invoices paid with a personal payment must pay
sales tax

Net Invoice: 39,776.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 39,776.00



Invoice

Page: 1

3549 North Vermillion Street
PO Box 1070
Danville, IL 61834-1070

1-800-223-2097
www.oherron.com
rayoherron@oherron.com

Invoice Number: **1417649-IN**
Invoice Date: 4/2/2014

Order Number: **1406370**

Order Date 3/3/2014

Salesperson: DY

Customer Number: 00-61702PD

Suppliers of public safety equipment since 1964

Sold To:

BLOOMINGTON POLICE DEPARTMENT
305 S EAST ST
BLOOMINGTON, IL 61701

SENT TO

Police

APR 02 2014

Ship To:

BLOOMINGTON POLICE DEPARTMENT
305 S EAST ST
BLOOMINGTON, IL 61701

Confirm To: FRANCES - CITY FINANCE DEPT.

FROM ACCOUNTS PAYABLE

Customer P.O.

Ship VIA
UPS

Terms
NET 30 DAYS

Item Number	Ordered	Shipped	Back Ordered	Price	Amount
SLW					
RA40T 40 S&W, 180 GR, JHP, 50/BX	320.00	320.00	0.00	14.55	4,656.00
STATE AMMO					

*** BID PRICING *** NO FREIGHT ***

any invoices paid with a personal payment must pay
sales tax

Net Invoice: 4,656.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 4,656.00

RECEIVED

Date: 4-3-14

Name (Print) Werner

Comments: _____



FOR COUNCIL: April 14, 2014

SUBJECT: Purchase of 2014 Bond MS SEDCO Intersector Microwave Detection Equipment

RECOMMENDATION/MOTION: That the formal bid process be waived and the purchase approved for 36 MS SEDCO Intersector Presence Detectors, 36 MS SEDCO Intersector Interface Boards and 11,000' of Outdoor Rated CAT5 Cable from Brown Traffic Products Inc., a sole source provider, in the amount of \$160,550, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 4d. Improved neighborhood infrastructure; and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The street resurfacing scope of work included in the 2014 Bond General Resurfacing Contract will require the removal of traffic signal detector loops that are embedded in the existing pavement. These existing detector loops will be removed during the asphalt milling operations. Traffic signal detection will need to be reinstalled to restore complete operation of the traffic signals. Staff recommends that MS SEDCO Microwave Motion and Presence Sensors be installed at these intersections in lieu of reinstalling traffic detection within the pavement structure.

These detection units were not included in the 2014 Bond General Resurfacing contract. By excluding the detection units from the resurfacing contract, the City is able to purchase the units without paying for the markup that would be included otherwise. Brown Traffic Products, Inc. is the sole source distributor for MS SEDCO products in the region.

The MS SEDCO Intersector is a microwave based motion and presence sensor that is used for intersection control. Microwave detection offers the following benefits:

- Detection is not affected by the weather
- Not susceptible to in-road breakage
- Can be installed at existing traffic signal locations
- Future street work near the intersection will not impact detection capabilities
- Allows the establishment of bicycle only detection zones
- Staff has experience with these units and are qualified for their installation

Microwave detection is being utilized at the intersection of College Ave. and Hershey Rd., and is being incorporated into future traffic signal design contracts. It is anticipated that staff will install the microwave units to coincide with the resurfacing contract work.

The 2014 \$10 million Street Resurfacing Project have been allocated as follows:

CCTV Sewer Inspections	\$200,000
Pavement Preservation Program	\$450,000
Sidewalk Replacement & Handicap Ramp Program	\$1,000,000
SEDCO Microwave Detection	\$160,000
General Resurfacing Program	\$8,190,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The SEDCO Microwave Detection for \$160,550 is included in the FY 2014 Amended Budget. On October 14, 2013, Council passed an ordinance providing for an issuance of General Obligation Bonds not to exceed \$10,000,000 for the purpose of financing street resurfacing and sewer improvements. The budget amendment was presented by staff and approved by Council on December 16, 2013. The accounting for payment of the \$160,550 is Capital Improvement - Street Construction & Improvements (40100100 – 72530 – 40500). These funds will be encumbered in FY 2014 and all bond related expenditures will be assigned project code 40500.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Assistant City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1 – Brown Traffic Products, Inc. Quotation
Attachment 2 – Equipment Fact Sheets

Motion: _____ Seconded by: _____

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



MERGING INNOVATION, TECHNOLOGY & SERVICE

Quote

Quote Number: Q035415

736 Federal Street Suite 2312 | Davenport, IA 52803 | 1(563) 323-0009

To: Bloomington, IL, City of
Engineering Department
P.O. Box 3157
Bloomington, IL 61702-3157
United States

Date: 01/28/2014
Prepared By: Barbara Moore

Contact: Chris Kane
Phone: 309-434-2225
Fax:
Email: ckane@cityblm.org

RFQ #:

Description: INTERSECTOR DETECTOR FOR 2 INTERSECTIONS - REVISED 2-19 REVISED 3-11 FOR 3 INTERSECTIONS

Part #	Description	Quantity	Price	Extended
MSS-TC-CK1-SBE	Intersector - Presence Sensor	36	\$3,850.00	\$138,600.00
MSS-TCIB-4.1	Intersector - 4-Output Single-wide NEMA Interface Board	36	\$460.00	\$16,560.00
CAT5e Outdoor	Outdoor Rated CAT5 Cable, Belden 7934A	11,000	\$0.49	\$5,390.00

Total: **\$160,550.00**

Notes:

SHIPPING INCLUDED

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

Shipment of the material will be approximately 90 days after receipt of both an acceptable purchase order and approved submittal data if required. PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. Brown Traffic Products, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the date of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: Brown Traffic Products only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See Brown Traffic Products Terms & Conditions document at our website: www.browntraffic.com.

Thank you for the opportunity to provide this quote.

**DESCRIPTION**

The TC-CK1-SBE **INTERSECTOR™** is a microwave-based motion and presence sensor used for intersection control. The unit interfaces with a traffic-control cabinet, and outputs signals when vehicles are present in user-defined zones. Zones are created using an X-Y coordinate system, and operation is verified and optimized using a laptop with Internet Explorer 6.0 or greater as part of the installation process.

The TC-CK1-SBE allows users to create up to 8 detection zones and assign vehicle presence in these zones to up to 4 outputs to the control cabinet (e.g. left turn, straight through, right turn). Detection zones can be created to a maximum distance of 425 feet from the sensor itself. Unlike previous microwave sensors, the **INTERSECTOR™** will track the presence of a vehicle in a detection zone for a predetermined time.

Interface boards are available for the **INTERSECTOR™** which are compatible with both NEMA, 170, 179, and 2070 cabinets. For each sensor, one interface board is required in order to communicate with the control cabinet. Three interface boards are available. The TCIB-2.1 provides 2 outputs and uses a single slot in the cabinet. The TCIB-4.1 provides 4 outputs and uses a single slot, and TCIB-4.2 provides 4 outputs and utilizes two slots in the cabinet.

BENEFITS

The **INTERSECTOR™** brings the advantages of microwave detection together with presence-tracking capabilities in an easy-to-understand visual image. The **INTERSECTOR™** offers these advantages when compared to cameras or loops:

- ☑ Detection not affected by weather
- ☑ Immune to sunrise/sunset or post-rain glare
- ☑ Not susceptible to in-road breakage
- ☑ Multiple lanes covered by a single unit
- ☑ Advanced and stop bar detection in a single unit
- ☑ Easily installs to corner pole
- ☑ Successfully detects bicycles/motorcycles
- ☑ Significant cost savings when compared to camera mounting requirements or multiple loops
- ☑ No privacy concerns
- ☑ Classifies bicycles as they approach a red light, allowing users to establish bicycle-only detection zones.

The **INTERSECTOR™** allows users to:

- ☑ Graphically track vehicles as they approach the intersection
- ☑ Easily set up detection zones to provide programmable inputs to a control cabinet
- ☑ Verify that the system is functioning correctly and troubleshoot

SENSOR SPECIFICATIONS**PHYSICAL:**

- ☑ Size: 11x8.5x7 (LxWxH)
- ☑ Weight: 5 pounds
- ☑ Color: Blue body with gray endcaps
- ☑ Universal Mounting Bracket included

OPERATING:

- ☑ Temperature range: -40°C to +85°C
- ☑ Power requirements: Powered from TCIB over Ethernet cable

RADAR:

- ☑ Five channels selectable: 24.075, 24.100, 24.125, 24.150, and 24.175 GHz
- ☑ Beam angle: Azimuth 30 degrees to 100' and then reduces to 20 degrees out to 425'
- ☑ Elevation: 12 degrees
- ☑ Operates with FSK-4 mode

PERFORMANCE:

- ☑ Track multiple moving and stationary vehicles
- ☑ Tracking of X and Y location of each vehicle
- ☑ Updates 20 times per second
- ☑ Speed of each vehicle is shown for reference
- ☑ Detection range typical 50 feet minimum to 425 feet maximum
- ☑ Maximum distance to stop bar—140 feet
- ☑ Mounting height 14 to 20 feet—Mounting outside this range may reduce performance (See Installation Table)
- ☑ Mounting location—typically corner signal pole—Maximum 20 degrees offset from traffic direction—Mounting outside this range may reduce performance
- ☑ Ethernet interface with power supplied over the Ethernet (POE)—Maximum distance 300'—For longer distances, consult factory
- ☑ Eight programmable independent zones
- ☑ Four Opto-isolated outputs
- ☑ Grid tracking with live interactive zones
- ☑ Simulated mode for diagnostics and demonstration

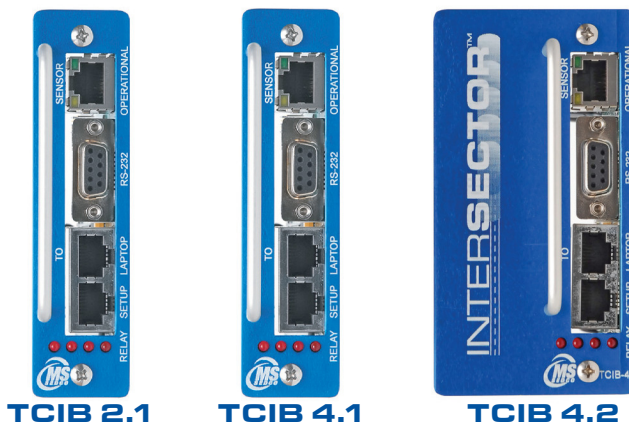
- ☑ Adjustable vehicle maximum presence time on stationary objects from 0 to 960 seconds
- ☑ Provides histograms to verify setup of zones
- ☑ Selectable standard (English) or metric units
- ☑ User-defined delay and extension time for each zone
- ☑ Operational from cold start in 20 seconds—Full performance in 2 minutes
- ☑ Automatically recovers from power failure
- ☑ FCC approved
- ☑ IP addressable for remote set-up and monitoring
- ☑ Optional bicycle-only setting for detection zones

WARRANTY

An eighteen month warranty is available from the manufacturer covering defects in materials and workmanship. Contact MS SEDCO for details.

INSTALLATION TABLE**RECOMMENDED SETTINGS**

Distance to Stop Bar	Max.# Lanes	Angle (°)	Mounting Height (Ft.)
80'-90'	3	-4°	16'
90'-100'	3	-3°	16'
100'-120'	4	-2°	18'
120'-140'	4	0°	18'



DESCRIPTION

The TCIB INTERFACE BOARDS are special circuit boards designed to allow the **INTERSECTOR™** Motion and Presence sensor to communicate with the control cabinet.

Interface boards are available for the **INTERSECTOR™** which are compatible with both NEMA, 170, 179, and 2070 cabinets.

For each sensor, one interface board is required in order to communicate with the control cabinet. Three interface boards are available. The TCIB-2.1 provides 2 outputs and uses a single slot in the cabinet. The TCIB-4.1 provides 4 outputs and uses a single slot, and TCIB-4.2 provides 4 outputs and utilizes two slots in the cabinet.

TCIB CARD SPECIFICATIONS

PHYSICAL:

- ☑ Dimensions per TS2 standard
- ☑ Color: Anodized bright blue
- Edge pins gold plated

OPERATING:

- ☑ Temperature range: -40°C to +85°C
- ☑ Power requirements: 800 mA at 12 VDC, 400 mA at 24 VDC

NOTE: MS Sedco recommends 1 amp be available for each TCIB card.

PERFORMANCE:

- ☑ Two output or four output
- ☑ Four LEDs to indicate each zone active
- ☑ Four Opto-isolated outputs each with LED indicator and Status Indicator

- ☑ Fault mode (no Ethernet connection) all LEDs and Opto-isolators on (constant call to control cabinet)
- ☑ Ethernet setup port (bridge from PC to Intersector) and operational port
- ☑ RS232 port for diagnostics and data
- ☑ Supplies power for Intersector, short circuit protected
- ☑ Operational from cold start in 20 seconds
- ☑ Automatically recovers from power failure

7934A Multi-Conductor - DataTuff® Waterblocked Enhanced Category 5e



For more Information
please call

1-800-Belden1

**General Description:**

24 AWG Bonded-Pairs solid bare copper conductors, polyolefin insulation, polymer gel waterblocked, sun res LLPE jacket. Sequential marking at two foot intervals.

Usage (Overall)**Suitable Applications:**

Industrial Ethernet, Harsh Environments, 200MHz Category 5e, Gigabit Ethernet, 100Base TX, 100BaseVG ANYLAN, 155A TM, 622A TM, NTSC/PAL Component or Composite Video, AES/EBU Digital Audio, AES51, RS-422, RJ-45 Compatible, Burial, Halogen Free

Physical Characteristics (Overall)**Conductor****AWG:**

# Pairs	AWG	Stranding	Conductor Material	Dia. (in.)
4	24	Solid	BC - Bare Copper	0.020

Total Number of Conductors: 8

Insulation**Insulation Material:**

Insulation Material	Wall Thickness (in.)	Dia. (in.)
PO - Polyolefin	0.009	0.038

Outer Shield**Outer Shield Material:**

Outer Shield Material
Unshielded

Outer Jacket**Outer Jacket Material:**

Outer Jacket Material	Nom. Wall Thickness (in.)
LLPE - Linear Low Density Polyethylene	0.020

Outer Jacket Ripcord: No

Overall Cable

Overall Nominal Diameter: 0.230 in.

Pair**Pair Color Code Chart:**

Number	Color
1	White/Blue Stripe & Blue
2	White/Orange Stripe & Orange
3	White/Green Stripe & Green
4	White/Brown Stripe & Brown

Mechanical Characteristics (Overall)

Storage Temperature Range: -40°C To +85°C

Installation Temperature Range: -25°C To +75°C

Operating Temperature Range: -40°C To +75°C

Bulk Cable Weight: 30 lbs/1000 ft.

7934A Multi-Conductor - DataTuff® Waterblocked Enhanced Category 5e

Max. Recommended Pulling Tension:	40 lbs.
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Min. Bend Radius/Minor Axis:	1 in.
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Applicable Specifications and Agency Compliance (Overall)

Applicable Standards & Environmental Programs

EU Directive 2011/65/EU (ROHS II):	Yes
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Other Standards:	ISO/IEC 11801 ed 2.1 (2008) Class D
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EU CE Mark:	Yes
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EU Directive 2000/53/EC (ELV):	Yes
--------------------------------	-----

EU Directive 2002/95/EC (RoHS):	Yes
---------------------------------	-----

EU RoHS Compliance Date (mm/dd/yyyy):	08/02/2005
---------------------------------------	------------

EU Directive 2002/96/EC (WEEE):	Yes
---------------------------------	-----

EU Directive 2003/11/EC (BFR):	Yes
--------------------------------	-----

CA Prop 65 (CJ for Wire & Cable):	Yes
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MII Order #39 (China RoHS):	Yes
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Telecommunications Standards:	Category 5e - TIA 568.C.2
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Other Specification:	NEMA WC-63.1 Category 5e, UL verified to Category 5e, EtherNet/IP Compliant
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Applicable Patents:

Country

www.belden.com/p

Suitability

Suitability - Outdoor:	Yes
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Suitability - Burial:	Yes - Telcordia, IEC, ICEA
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Sunlight Resistance:	Yes
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Oil Resistance:	Yes
-----------------	-----

Non-halogenated:	Yes
------------------	-----

Plenum/Non-Plenum

Plenum (Y/N):	No
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Electrical Characteristics (Overall)

Nom. Mutual Capacitance:

Capacitance (pF/ft)

15

Maximum Capacitance Unbalance (pF/100 m):	150
---	-----

Nominal Velocity of Propagation:

VP (%)

70

Maximum Delay:

Delay (ns/100 m)

538 @ 100MHz

Max. Delay Skew:

Delay Skew (ns/100 m)

45

Maximum Conductor DC Resistance:

DCR @ 20°C (Ohm/100 m)

9.38

Max. Operating Voltage - UL:

Detailed Specifications & Technical Data



ENGLISH MEASUREMENT VERSION

7934A Multi-Conductor - DataTuff® Waterblocked Enhanced Category 5e

Voltage

300 V RMS

Maximum DCR Unbalanced:

DCR Unbalance @ 20°C (%)

3

Electrical Characteristics-Premise (Overall)

Premise Cable Electrical Table 1:

Freq. (MHz)	Max. Attenuation (dB/100 m)	Min. NEXT (dB)	Min. PSNEXT (dB)	Min. ACR (dB)	Min. PSACR (dB)	Min RL (dB)	Min. SRL (dB)
1	2.000	65.3	62.3	63.0	60.0	20.000	23.0
4	4.100	56.3	53.3	51.0	49.0	23.600	23.0
8	5.800	51.8	48.8	46.0	43.0	25.400	24.5
10	6.500	50.3	47.3	43.0	41.0	26.000	25.0
16	8.200	47.3	44.3	39.0	36.0	26.000	25.0
20	9.300	45.8	42.8	36.5	33.5	26.000	25.0
25	10.400	44.3	41.3	33.9	30.9	25.500	24.3
31.25	11.700	42.9	39.9	31.0	28.0	25.000	23.6
62.5	17.000	38.4	35.4	22.0	19.0	23.500	21.5
100	22.000	35.3	32.3	14.0	11.0	22.500	20.1
155	28.100	32.5	29.5	4.4	1.4	15.800	
200	32.000	30.8	27.8	4.0	1.0	15.000	

Premise Cable Electrical Table 2:

Freq. (MHz)	Input (Unfitted) Imp. (Ohms)	Fitted Impedance	Min. ELFEXT (dB)	Min. PSELFEXT (dB)
1	100 ± 15	102.5 ± 7.5	63.8	60.8
4	100 ± 15	102.5 ± 7.5	51.7	48.7
8	100 ± 15	101 ± 6	45.7	42.7
10	100 ± 15	101 ± 6	43.8	40.8
16	100 ± 15	101 ± 6	39.7	36.7
20	100 ± 15	101 ± 6	37.7	34.7
25	100 ± 15	101 ± 6	35.8	32.8
31.25	100 ± 15	101 ± 6	33.9	30.9
62.5	100 ± 15	101 ± 6	27.8	24.8
100	100 ± 15	101 ± 6	23.8	20.8
155	100 ± 25	100 ± 15	19.9	16.9
200	100 ± 25	100 ± 15	17.7	14.7

Notes (Overall)

Notes: EtherNet/IP is a trademark of ControlNet International Ltd. under license by DeviceNet Vendor Association, Inc. Operating Temperature subject to length de-rating.

Notes (Cont'd.):

Cable passes -40C Cold Bend per UL 1581. Waterblocking Material: Polymer Gel.

Put Ups and Colors:

Item #	Putup	Ship Weight	Color	Notes	Item Desc
7934A 0101000	1,000 FT	24.000 LB	BLACK	C	4 PR #24 PP LLDPE

Notes:

C = CRATE REEL PUT-UP.

Revision Number: 2 Revision Date: 03-11-2014

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7934A Multi-Conductor - DataTuff® Waterblocked Enhanced Category 5e

All sales of Belden products are subject to Belden's standard terms and conditions of sale.

Belden believes this product to be in compliance with EU RoHS (Directive 2002/95/EC, 27-Jan-2003). Material manufactured prior to the compliance date may be in stock at Belden facilities and in our Distributor's inventory. The information provided in this Product Disclosure, and the identification of materials listed as reportable or restricted within the Product Disclosure, is correct to the best of Belden's knowledge, information, and belief at the date of its publication. The information provided in this Product Disclosure is designed only as a general guide for the safe handling, storage, and any other operation of the product itself or the one that it becomes a part of. This Product Disclosure is not to be considered a warranty or quality specification. Regulatory information is for guidance purposes only. Product users are responsible for determining the applicability of legislation and regulations based on their individual usage of the product.

Belden declares this product to be in compliance with EU LVD (Low Voltage Directive 73/23/EEC), as amended by directive 93/68/EEC.



FOR COUNCIL: April 14th, 2014

SUBJECT: Analysis of Bids for Towing 10,000 Gross Vehicle Weight (GVW) and Under

RECOMMENDATION/MOTION: Recommend that the Towing Bid for 10,000 GVW and Under be awarded to Joe's Towing and Recovery for the period of three years commencing May 1, 2014.

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

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

Adequate resources must be provided to the City in a cost effective manner in order to fulfill the goal of being financially sound while providing services in a cost effective manner. This contract fulfills the goal by allowing the City to obtain a majority of needed services at little or no cost to the City.

BACKGROUND: Prior to 2014, the Towing Bid for 10,000 GVW and Under was administered by the Public Works Department. Beginning in 2014, the Police Department administered the bid.

The existing five (5) year contract with Joe's Towing & Recovery was renewable on an annual basis and will expire on April 30, 2014. Therefore, bids were sought for a new agreement. Joe's Towing and Recovery provided the sole bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff held an informational meeting with tow vendors on February 12th, 2014. Fourteen (14) tow vendors were invited, but only representatives from four (4) vendors were present. Concerns raised by council members in March 2013, along with some concerns of the vendors present in this February meeting were discussed including:

- 1) When does the storage fee begin? (this had been remedied previously by assessing after the first 24 hours)
- 2) Concerns regarding cost parity between privately initiated tows and city initiated tows.
 - a. Representatives of the tow vendors all agreed the difference in cost is necessary to offset costs associated with providing the level of service specified in the bid (fleet size, room for storage, priority response etc.), the initial costs of the referral fee, and the absence of revenue resulting from providing nearly all tow related (tow, tire change, jump starting, etc.) services for city vehicles at no charge. All vendors present noted there would be disparity in costs, and expressed no interest in having rate amounts provided to them by the city.
 - b. Same above reasons provided for storage cost disparity.

- c. City receives all proceeds from sale of unclaimed automobiles. The tow vendor is not compensated for the tow and storage of these automobiles prior to the sale. Average proceeds to city are approximately \$100,000 annually from these sales.
- d. 2013 comparison to other municipalities contracting tow services charges to citizens are similar.
- e. Expense of the referral fee has an impact on costs as well (With this as a consideration, the referral fee was reduced from \$47,000/year to \$23,725/year, Joe's Towing and Recovery bid \$28,835/year for this new contract.) The extent of the referral will be to advise a motorist that the City uses Joes Towing & Recovery, but the motorist is free to use any towing company of their choice.
- f. Tow vendor is not compensated for costs incurred when waiving fees, for not guilty verdicts, or when charges are dismissed.
- g. Police receive priority service for all calls, significantly expediting service and avoiding hazardous delays.
- h. The level of influence a government body can exert over towing rates is regulated by law. Should the city choose to dictate rates for some services, unintended consequences could likely result in higher costs for the City.

A second pre-bid meeting was publicized and held on March 10th, 2014 and of the fourteen (14) vendors invited, only two (2) attended. No new issues were discussed.

FINANCIAL IMPACT: The term for renewal is three (3) years, which begins May 1, 2014 and ends April 30, 2017, with an option of renewing for an additional two (2) years, one (1) year at a time. The contract specifications require no charge to the City for specific tow services which include:

Description of Service provided at no charge to City of Bloomington	Amount
• Towing of City owned cars and equipment under 10,000 GVW	No Charge
• Towing of other cars and equipment	No Charge
• Tire changes	No Charge
• Abandoned and Impounded vehicle storage charges to the City	No Charge
• Power Starting or Jump Starting of City owned vehicles	No Charge
• Vehicles for training purposes (one-time fee per year)	No Charge

Additionally, the bid included specific services the vendor would provide to the City and designates set amounts the City would be charged for these services. The list of tow services provided that require City reimbursement include:

Description of Service	Amount
Winching	\$50.00
Outside City Mileage Rate	\$3.00/mile
Transport/tow vehicles to and from the BPD Range (round trip)	\$50.00
Relocation of other cars and equipment	\$50.00

As a condition of the contract, Joe's Towing & Recovery is required to pay the city an annual referral fee for the receipt of tow referrals from the Police Department. This tow referral includes tows from accident scenes and Police Department arrests which require the vehicle to be towed. This revenue is accounted for in Non-Departmental - Other Miscellaneous Revenue (10010010 - 57990) and the vendor will issue a payment to the City upon the issuance of a purchase order by the City.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:



David A. Hales
City Manager

Motion: _____ Seconded by: _____

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



FOR COUNCIL: April 14, 2014

SUBJECT: Analysis of Bids for Street and Park Trees

RECOMMENDATION/MOTION: That the purchase of 186 trees from John Deere Landscape, 140 trees from Schichtels Nursery Inc. and 21 trees from Green Glen Nursery Inc. be approved, for the total amount of \$34,701, and the Procurement Manager be authorized to issue a Purchase Orders for the same.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 4d. Improved neighborhood infrastructure; 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: The Park Maintenance Forestry division plants replacement trees each spring and fall on a typical one (1) for one (1) basis. The trees replanted are based upon the trees that are removed throughout the year for health and/or safety reasons. If one (1) tree is removed, one (1) tree is replanted. The number of trees is a combination of street trees, ash tree removal replacement trees and some park trees. Each year the Forestry division removes around 300-350 trees in a typical year. This year that number will increase due to Emerald Ash Borer damage. The Forestry staff has removed 219 Ash trees since October 1, 2013. The Forestry staff will begin planting in mid to late April and finish by June 1, 2014. This is the recognized time in the industry for optimal planting success with these species of trees.

Proposals on twenty-two (22) different tree species were received on March 25, 2014 from three (3) Nurseries:

Common Name	Green Glen Joliet, IL	John Deere Northern, IL	Schichtels Springville, NY	QTY	Cost per species
Autumn Blaze Maple	n/a	\$112	\$69*	5	\$345
Gr Mt Sugar Maple	n/a	\$112	\$69*	15	\$1035
Royal Red Norway Maple	n/a	\$112	\$60*	2	\$120
Silver Linden	n/a	\$112*	n/a	10	\$1120
Ivory Silk Lilac	n/a	\$112	\$71*	40	\$2840
New Horizon Elm	n/a	\$112*	n/a	15	\$1680
Triumph Elm	n/a	\$112*	n/a	15	\$1680
Aut. Gold Ginko	\$145	\$162	\$92*	5	\$460
Shawnee Brave Bald Cypress	n/a	\$125*	n/a	10	\$1250
Red Sunset Red Maple	\$125	\$112*	n/a	50	\$5600

White Oak	n/a	\$143	\$105*	35	\$3675
Red Oak	n/a	\$112	\$81*	35	\$2835
Chinkapin Oak	n/a	\$125*	n/a	25	\$3125
Swamp White Oak	n/a	\$112*	n/a	30	\$3360
Canada Red Chokecherry	\$85*	\$93	n/a	20	\$1700
Accolade Elm	n/a	\$112*	n/a	15	\$1680
Hedge Maple	n/a	\$112*	n/a	10	\$1120
Thornless Cockspur Hawthorn	\$95*	\$112	n/a	1	\$95
Spring Snow Crab	n/a	\$99	\$68*	1	\$68
Kentucky Coffeetree	n/a	\$125	\$79*	2	\$158
Hackberry	n/a	\$112*	n/a	5	\$560
Ivory Silk Lilac	n/a	\$195*	n/a	1	\$195
TOTAL COST					\$34,701

* - Lowest and recommended price per tree

Recommended order breakdown listed by Vendor

Name	Location	Trees	Price
John Deere Landscapes	1385 East 36th St. Cleveland, OH 4414	186	\$21,370
Schichtels Nursery Inc.	7420 Peters Rd., Springville, NY 14141	140	\$11,536
Green Glen Nursery	2413 Laraway Rd., Joliet IL, 60433	21	\$1,795
Total		347	\$34,701

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Schichtels Nursery Inc., John Deere Landscaping, Green Glen Nursery Inc., Corporation Council, and City Procurement Manager.

FINANCIAL IMPACT: The total purchase price is \$34,701 of which \$10,000 is budgeted in Park Maintenance – Other Supplies (10014110 - 71190) and the remaining \$24,701 is budgeted in Capital Improvement – Other Miscellaneous (40100100 - 79990). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund on page 208 and in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on pages 106 and 314.

Respectfully submitted for Council consideration.

Prepared by: Robert A. Moews, Superintendent of Park Maintenance

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

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

Recommended by:



David A. Hales
City Manager

Motion: _____

Seconded by: _____

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



FOR COUNCIL: April 14, 2014

SUBJECT: Analysis of Proposals for the Conservation of the Soldiers and Sailors Monument

RECOMMENDATION/MOTION: That the Proposal for Conservation of the Soldiers and Sailors Monument be awarded to Joseph Gnazzo Company Inc., in the amount of \$48,300, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; Goal 5. Great place – livable, sustainable City;

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 4d. Improved neighborhood infrastructure; and 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Soldiers and Sailors Monument was dedicated on Memorial Day, May 30, 1913. The towering monument includes eight (8) bronze tablets with the names of 6,053 local residents who fought in the American Revolution, War of 1812, Black Hawk War, Mexican War, Civil War and Spanish-American War.

The monument stands 78' tall from the grade line. The base measure 35' square and is bisected by four (4) sidewalks or approaches, each framed by an arch 11½' tall and 6' wide. Topping the monument is 32½' long shaft, a fluted Tuscan column 4' at the base and 3' at the top, weighing about 36 tons.

Today the 101-year-old monument is showing some wear and tear. There is some soiling and staining that needs to be removed from the granite. The mortar joints need to be cleaned and repointed. Some of the skyward facing mortar joints need to have a new lead cap installed and resealed. There are eighteen (18) different locations that new granite needs to be installed and carved to its original profile - this process is called a Dutchman. Lastly the scaling of the granite underneath the arches needs to be chiseled back to its original profile.

Proposals were received on March 25, 2014 from three conservators:

Name	Location	Proposal Price
Joseph Gnazzo Company	1053 Buckley Highway Union, CT 06076	\$48,300*
Architectural Preservation Services	2100 Gable Avenue Baltimore, MD 20814	\$91,330
Conservation of Sculpture and Objects Studio Inc.	900 S. Des Plaines Ave. Forrest Park, IL 60130	\$307,970

* - Low and recommended bid

The Joseph Gnazzo Company has come highly recommended. Some of their conservation work includes: Harvard Hall on the campus of Harvard University, Maine State House in Augusta, Maine, The Bunker Hill Monument, and the Fort Jefferson National Monument. The Gnazzo Company has been on site to inspect the Soldiers and Sailors Monument.

Staff is unsure of the reasons behind such a wide discrepancy in bid prices, however, staff is confident the Joseph Gnazzo Company will provide a good end result for this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Joseph Gnazzo Company Inc, City Procurement Manager

FINANCIAL IMPACT: The total cost for the restoration of the Soldiers and Sailors Monument is \$48,300 which has been budgeted in Park Maintenance – Other Purchased Services (10014110 - 70690). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund on page 207.

Respectfully submitted for Council consideration.

Prepared by: Robert A. Moews, Superintendent of Park Maintenance

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

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

Recommended by:



David A. Hales
City Manager

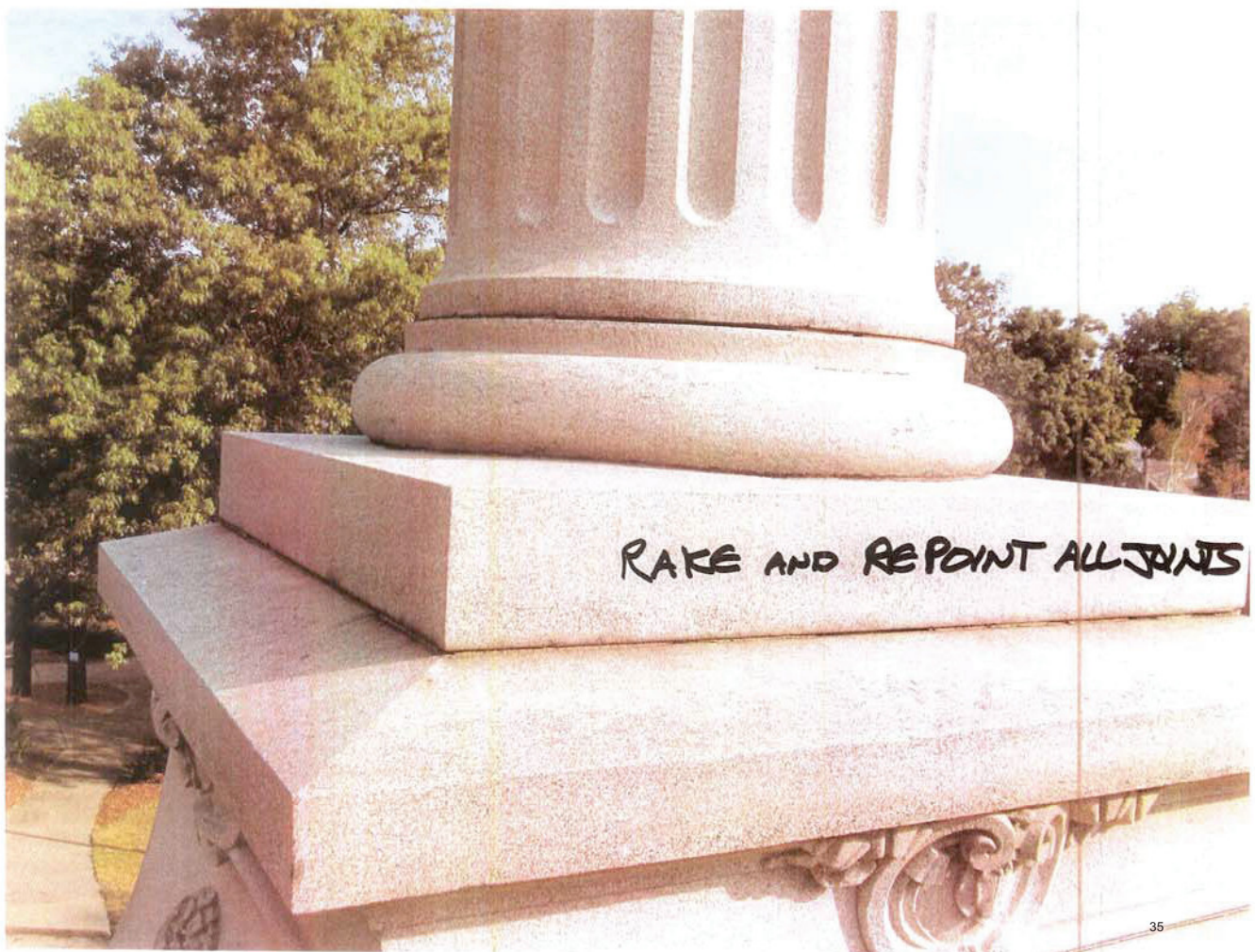
Attachments: Attachment 1. Photos

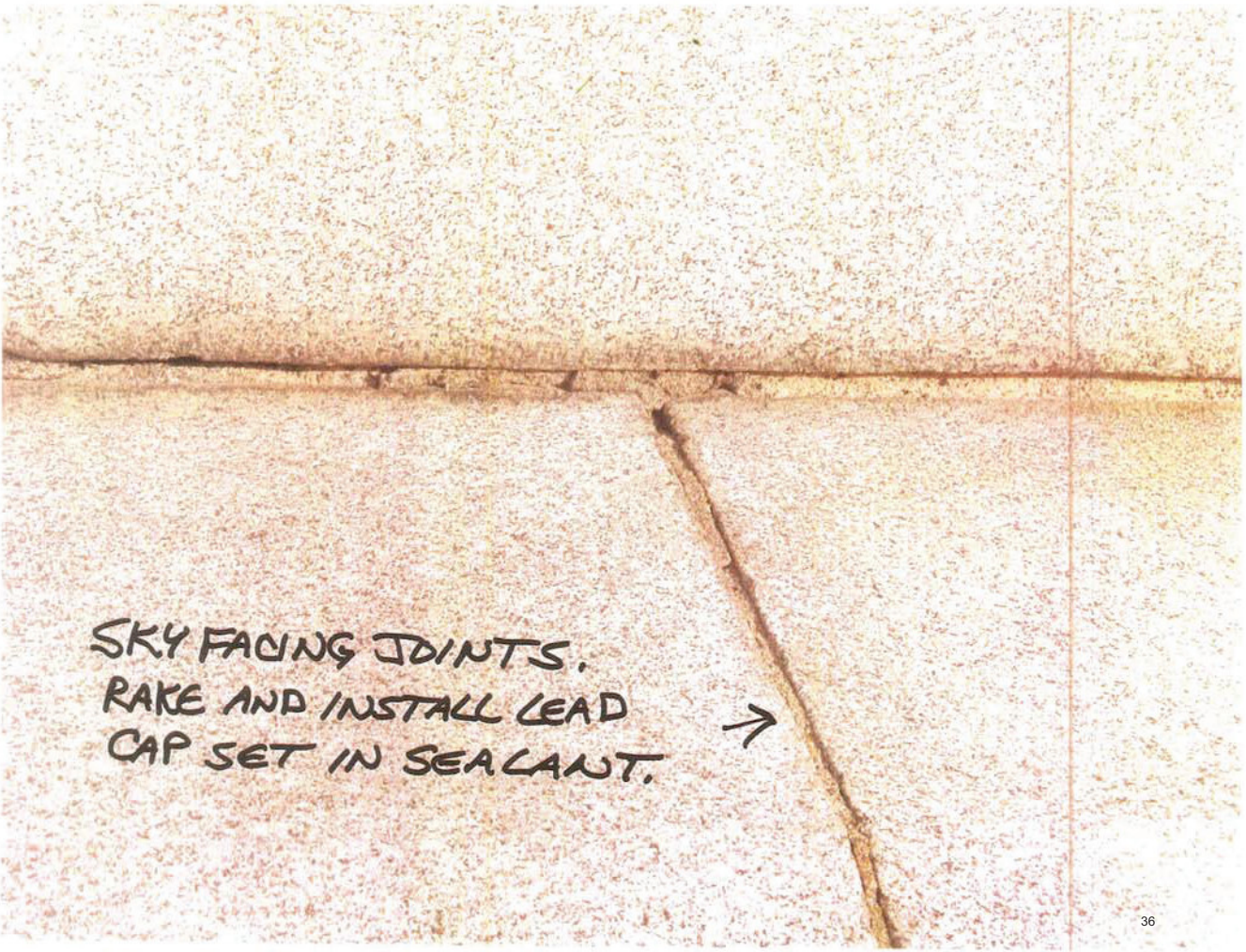
Motion: _____ Seconded by: _____

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

MILLER PARK MONUMENT, BLOOMINGTON, IL.





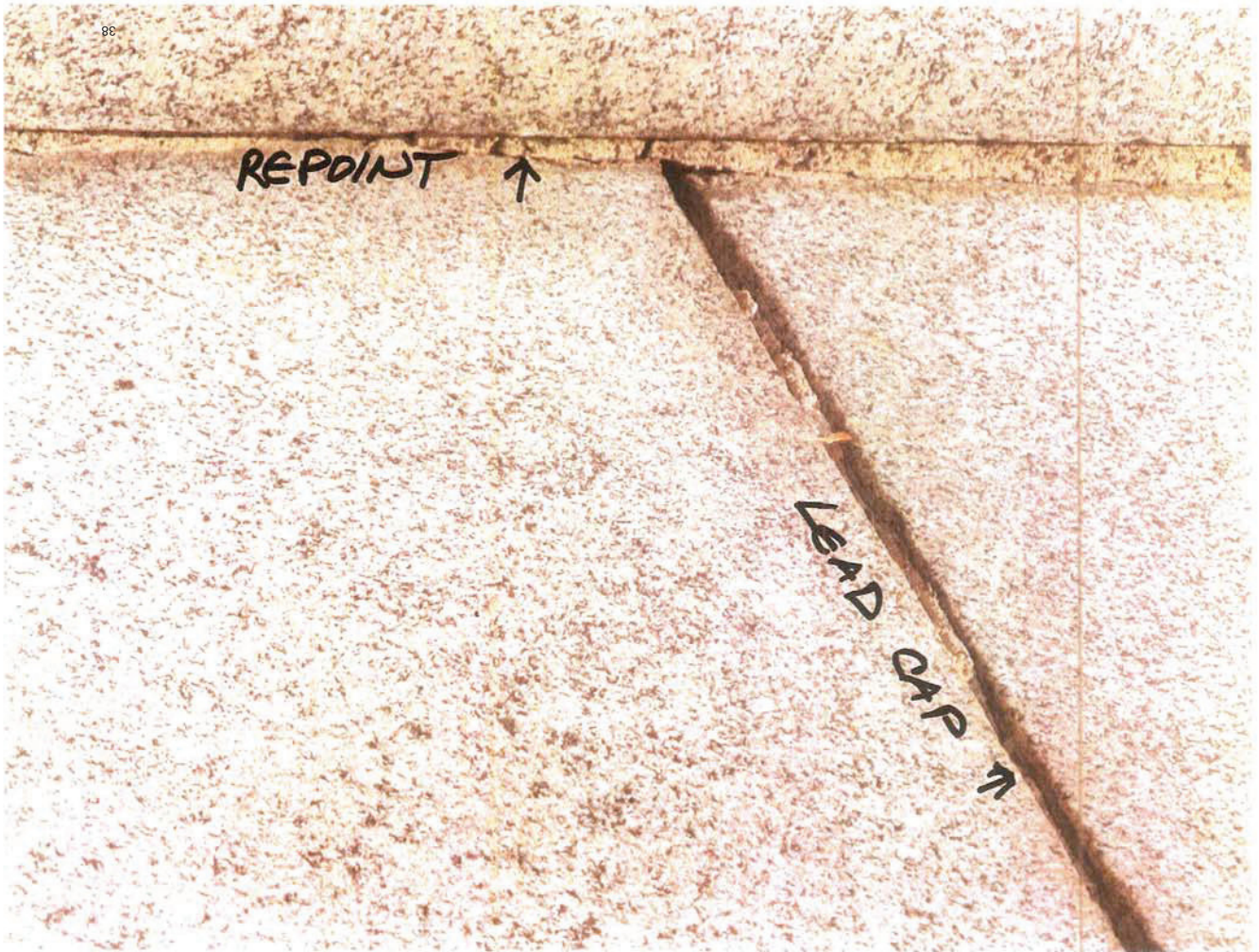


SKY FACING JOINTS.
RAKE AND INSTALL LEAD
CAP SET IN SEALANT. →

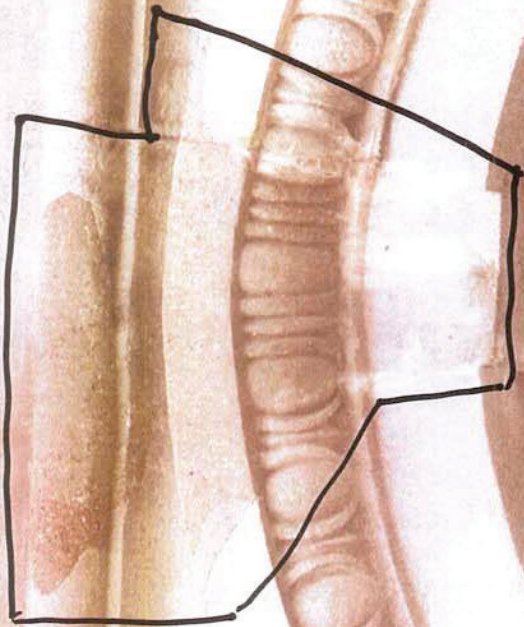


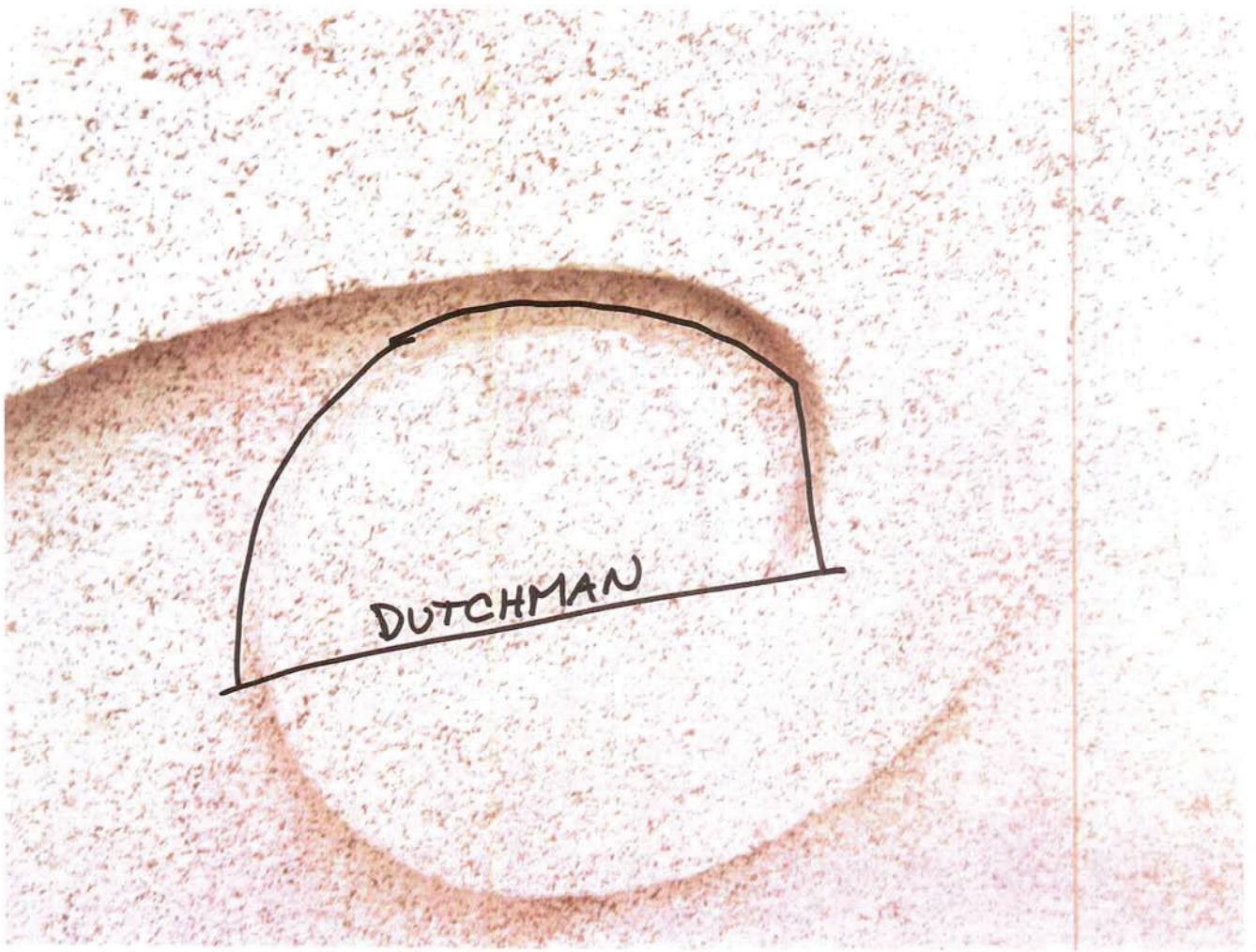
REPOINT ↑

LEAD CAP ↓

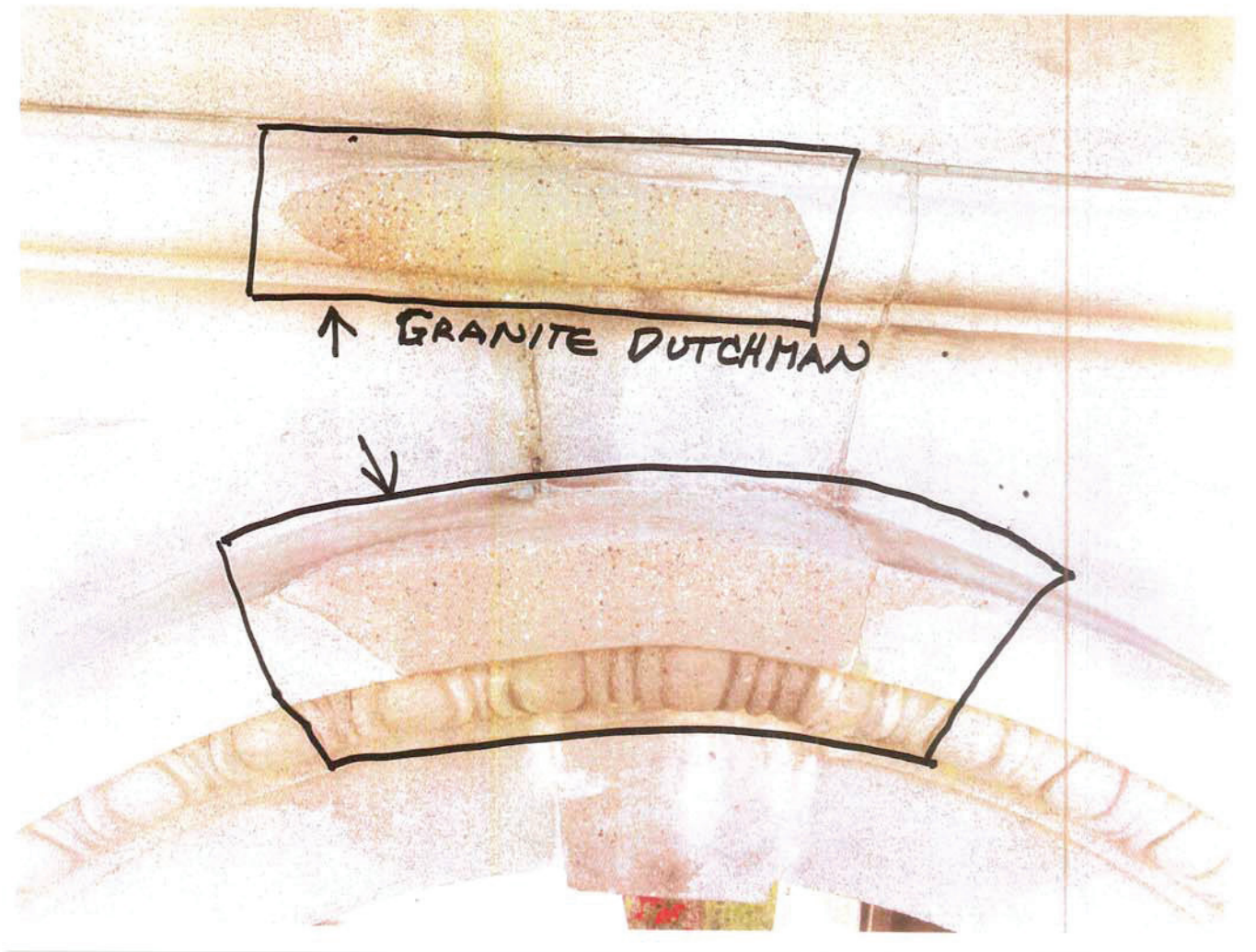


GRANITE DUTCHMAN REPAIR









DRESS ALL SCALING GRANITE





FOR COUNCIL: April 14, 2014

SUBJECT: Analysis of Bids for the City Hall Roof Replacement

RECOMMENDATION: Recommend that the bid for Replacement of the City Hall Roof be awarded to Wyman Roofing, in the amount of \$226,311, and the Mayor and City Clerk be authorized to execute the necessary documents for approval of the Base Bid and Alternates One and Three, the budget amendment be approved and the Ordinance passed.

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

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

BACKGROUND: The City Hall Roof has been in need of replacement for some time. Snow and rain result in significant leakages in various offices. This has created numerous issues requiring attention.

Bids were sought in the following manner:

- The Base Bid included the new roof.
- Alternate One involved thicker roofing material and an additional ten (10) years of warranty.
- Alternate Two involved a different method of water channelization, which would have resulted in an inferior system.
- Alternate three involved replacement of the skylights.

Bid submissions were received from five (5) companies. The breakdown of their bids is contained in the following chart:

Company	City, State	Base Bid	Alt. #1	Alt. #2	Alt. #3	Weeks to complete
Advanced Commercial Roofing	Champaign, IL	\$213,152	\$15,067	Deduct \$4,862	\$3,596	7
Union Roofing Co.	Chenoa, IL	\$233,780	\$20,350	Deduct \$6,575,	\$5,995	6
Peoria Roofing & Restoration	Peoria, IL	\$244,890	\$14,783	Deduct \$9,326	\$9,400	5

Wyman Roofing	Peoria Hts., IL	\$213,500	\$8,990	Add \$4,910	\$3,821	6
River City Roofing	Bartonville, IL	\$233,000	\$81,500	\$ -0-	\$6,000	5-6

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Due to the severe leakage Finance recommends that this repair be awarded as soon as possible and not delayed. The expense for the roof replacement of \$226,311 will be taken from the General Fund balance through the budget amendment attached.

Respectfully submitted for Council consideration.

Prepared by: Frank Koehler, Interim PACE/Community Development Director

Reviewed by: Jon C. Johnson, Procurement Manager

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

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

Recommended by:



David A. Hales
City Manager

Attachments Attachment 1. Ordinance
Attachment 2. Exhibit #1

Motion: _____

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2013 - 18.

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

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

			Exhibit 1	
	Account #	Fund	Account Description	Amount
	10019180-89410	General	General Fund Transfer - To Capital Improvement Fund	\$ 226,311
	40100100-85100	Cap Imp	Capital Improvement Fund - From General Fund Transfer	\$ (226,311)
	40100100-72520	Cap Imp	Capital Improvement Fund - Buildings	\$ 226,311
			Net Budget Increase:	\$ 226,311



FOR COUNCIL: April 14, 2014

SUBJECT: Request for Proposals (RFP) for Taxable Capital Lease for FY14 Budget

RECOMMENDATION/MOTION: That the RFP for Taxable Capital Lease be awarded to Commerce Bank in the amount of \$1.482 million, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Complying with the City's budget or annual financial plan is a literal interpretation of all goals in the Strategic Plan.

BACKGROUND: A diverse range of equipment and vehicles is used to provide services to residents across the City. In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. The City has been successful in obtaining low interest rates by bidding each capital lease. The FY 2014 budget was adopted with purchasing capital equipment and vehicles through a five year capital lease.

A RFP was issued on March 7, 2014 and seven (7) responses were received listed below:

Bidders	Interest Rate
Commerce Bank	1.85%
US Bank	1.89%
Fifth Third Bank	2.18%
PNC Equipment Finance	2.24%
Central Illinois Bank	2.25%
JPMorgan Chase Bank	2.47%
Flanagan State Bank	3.52%

The City recommends executing with Commerce Bank who bid the lowest interest rate; in addition, this proposal by Commerce Bank provides the City flexibility to retire the debt anytime during the duration of the contract as long done so in whole, without any penalty.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFP was published in the Pantagraph on March 7, 2014 and posted on the City's web site. Twenty (20) financial institutions were mailed RFP's. Seven (7) responses were received.

FINANCIAL IMPACT: The estimated five (5) year interest rate cost is approximately \$68,350.02. Commerce Bank indicated they would pass on interest rate savings from any short term change in interest rates to the City between the bid and the execution of the capital lease contract. The principal and interest expenditures for this item are budgeted from the following line items within each department (73401 – Principal Expense) and (73701 – Interest Expense).

Respectfully submitted for Council consideration.

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Capital Equipment List

Motion: _____ Seconded by: _____

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

Capital Equipment List

Equipment List

• Upgrade IT Network	\$100,000
• Parks Maintenance – Dump Truck	\$41,200
• Parks Maintenance – “Knuckleboom” Truck	\$158,620
• Parks Maintenance – “Bucket” Truck	\$146,275
• Parks Maintenance – End Loader	\$55,000
• Recreation – 14 Passenger Bus	\$39,328
• Golf Operations – Replace Golf Cart Fleet	\$7,835
• Golf Operations – Replace Pump Station	\$75,000
• Storm Water – Dump Truck	\$127,320
• Sewer – Backhoe	\$178,248
• Sewer –Vactor Truck	\$306,159
• Garbage Carts	\$222,217
• Recycle Carts	\$24,727

Total: \$1,482,000



FOR COUNCIL: April 14, 2014

SUBJECT: Amend Alternative Service Concepts Claims Service Contract (ASC), Third Party Administrator Claims (TPA) – May 1, 2013 through April 30, 2016 Claims Authority

RECOMMENDATION/MOTION: That the contract amendment be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On April 22, 2013, Council approved a three (3) year contract with ASC to provide claims adjustment services. These services include all claims and/or losses reported during the term of the Contract which involves worker's compensation and property and casualty claims against the City; investigate, adjust, settle or resist all such losses and/or claims with the excess of the agreed discretionary settlement authority limit of \$5,000.

The City meets quarterly with the ASC's Claim Adjuster, Insurance Consultant to review all open claims and discuss course of action that would include, settlement, hearings, law suits, etc. The Senior Claims Adjuster also attends all Council Executive Session to discuss settlement authority over the \$15,000 authority limit, as well as to answer any questions regarding claim authority, settlement authority given by the Council, what the claims settle for and the savings to the City.

The Senior Claims Adjuster has been very effective in closing claims in a very timely manner and some cases have been able to settle the claim for less money than the Council approved. The Senior Claims Adjuster has proved that she is a good "steward" of the City dollars.

Staff has found that some cases need to be settled quickly due to rulings from the Illinois Department of Worker's Compensation, negotiations between the City's attorney and the claimant's attorney. Because of the time lapse between settlement authority approvals from the City Manager, whose settlement authority is \$5,001 up to \$15,000, we have found that if the window of time has elapsed and it can cost additional dollars to the city to settle the claim.

By increasing the Claims Adjuster Authority up to \$10,000, this will allow for quick resolution to claims settlements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Will not have any impact on the budget.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachments: ASC Claims Service Contract Addendum and ASC Claims Service Contract

Motion: _____ Seconded by: _____

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

**ASC
ALTERNATIVE SERVICE CONCEPTS, LLC
CLAIMS SERVICE CONTRACT
ADENDUM**

Under “CLIENT” AGREES;

Number 5: “To relinquish authority to “ASC” in all matters relating to claims service within the agreed discretionary settlement authority limit of ~~\$5,000~~ \$10,000 Dollars.

ALTERNATIVE SERVICES CONCEPTS, LLC

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____

CITY OF BLOOMINGTON

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of May 1, 2013 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 \$5,000.00 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 \$5,000.00 Dollars only with specific prior approval of "Client".
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 \$5,000.00 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:

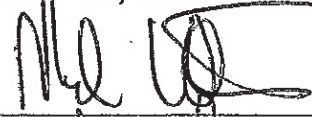
1. The term of this Contract is continuous from its effective date for three (3) years. This Contract may be terminated by either "ASC" or "Client" with cause by providing sixty (60) days' prior written notice by certified mail.
2. This Contract covers Claim Service for "Client" in the United States 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. 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.

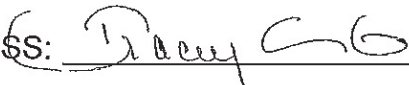
IN WITNESS WHEREOF, "ASC" and "Client" have caused this Contract to be executed by the person authorized to act in their responsive names.

ALTERNATIVE SERVICES CONCEPTS, LLC

WITNESS: 

BY: 
 TITLE: Vice President
 DATE: 5-21-13

CITY OF BLOOMINGTON

WITNESS: 

BY: 
 TITLE: Mayor
 DATE: April 23, 2013

ASC
Alternative Service Concepts, LLC

Cost-Plus, Dedicated Unit: Expense and Fee Estimates:
 May 1, 2013 – May 1, 2014

"CLIENT AGREES TO PROVIDE THE BELOW LISTED AS "PROVIDED BY CLIENT"

Personnel

(salary, benefits, E&O ins., supervision, corporate ins., system, etc.)

\$311,038

1 Senior Adjuster
 1 Safety Coordinator
 1 Claims Administrator

Other Expenses	On-site
Rent & Utilities	Provided by client
Storage	Provided by client
Basic Phone/Long Distance	Provided by client
Cell Phones	\$1,320
Network Communications	Provided by client
Travel	\$ 3,750
Mail/Courier	\$ 1,360
Supplies	\$ 2,274
Printing	\$ 750
Check Printing from Standard Register	\$ 402
Copier/Postage Machine	\$ 588
Copier Maintenance/Toner/Depreciation	\$ 2,215
Mileage Reimbursement and Car Allowance (for Safety Coordinator)	\$7,750
Computers: Depreciation	\$863
Publications/Books	\$168
Licenses & Fees	\$169
Claims Reporting: from MedCor	Provided by client
MedCor Interface – if needed or requested	TBD
OSHA Reporting	\$500
CMS Reporting	\$2,100
STARSWeb System Access: 4 users included; each additional user is \$25/user/month	
Office Parking	\$1,560
QRM Claim Reporting - \$14 per claim (if client uses this option)	Billed to client
Loss Control Materials	Provided by client/billed as incurred
Conventions, Seminars, Education/Continuing Education Classes	\$750
Total Other Expenses	\$26,519
Total All Expenses	\$337,557
Proposed Fee at 10 % Margin	\$375,063

The fees provided above are estimates only. ASC is proposing to pass actual expenses through to The City of Bloomington at cost plus mark up to create a 10% profit margin. ASC can invoice the client monthly in arrears for the actual fees, or ASC can bill a quarterly deposit (based on a mutually agreed upon amount) at the beginning of each quarter and then perform quarterly audits to invoice or credit the difference between the deposit and the actual quarterly fees. The fees listed above are based on current 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.

ASC
Alternative Service Concepts, LLC

Cost-Plus, Dedicated Unit: Expense and Fee Estimates:
 May 1, 2014 – May 1, 2015

"CLIENT AGREES TO PROVIDE THE BELOW LISTED AS "PROVIDED BY CLIENT"

Personnel

(salary, benefits, E&O ins., supervision, corporate ins., system, etc.)

\$321,254

1 Senior Adjuster
 1 Safety Coordinator
 1 Claims Administrator

Other Expenses	On-site
Rent & Utilities	Provided by client
Storage	Provided by client
Basic Phone/Long Distance	Provided by client
Cell Phones	\$1,360
Network Communications	Provided by client
Travel	\$ 3,862
Mail/Courier	\$ 1,400
Supplies	\$ 2,342
Printing	\$ 772
Check Printing from Standard Register	\$ 414
Copier/Postage Machine	\$ 605
Copier Maintenance/Toner/Depreciation	\$ 2,281
Mileage Reimbursement and Car Allowance (for Safety Coordinator)	\$7,982
Computers: Depreciation	\$888
Publications/Books	\$173
Licenses & Fees	\$174
Claims Reporting: from MedCor	Provided by client
MedCor Interface – if needed or requested	TBD
OSHA Reportin	\$515
CMS Reporting	\$2,165
STARSWeb System Access: 4 users included; each additional user is \$25/user/month	
Office Parking	\$1,606
QRM Claim Reporting - \$14 per claim (if client uses this option)	Billed to client
Loss Control Materials	Provided by client/billed as incurred
Conventions, Seminars, Education/Continuing Education Classes	\$772
Total Other Expenses	\$27,311
Total All Expenses	\$348,565
Proposed Fee at 10 % Margin	\$387,294

The fees provided above are estimates only. ASC is proposing to pass actual expenses through to The City of Bloomington at cost plus mark up to create a 10% profit margin. ASC can invoice the client monthly in arrears for the actual fees, or ASC can bill a quarterly deposit (based on a mutually agreed upon amount) at the beginning of each quarter and then perform quarterly audits to invoice or credit the difference between the deposit and the actual quarterly fees. The fees listed above are based on current 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.

ASC
Alternative Service Concepts, LLC

Cost-Plus, Dedicated Unit: Expense and Fee Estimates:
May 1, 2015 – May 1, 2016

"CLIENT AGREES TO PROVIDE THE BELOW LISTED AS "PROVIDED BY CLIENT"

Personnel

(salary, benefits, E&O ins., supervision, corporate ins., system, etc.)

\$331,848

1 Senior Adjuster
1 Safety Coordinator
1 Claims Administrator

Other Expenses	On-site
Rent & Utilities	Provided by client
Storage	Provided by client
Basic Phone/Long Distance	Provided by client
Cell Phones	\$1,400
Network Communications	Provided by client
Travel	\$ 3,977
Mail/Courier	\$ 1,442
Supplies	\$ 2,412
Printing	\$ 795
Check Printing from Standard Register	\$ 426
Copier/Postage Machine	\$ 623
Copier Maintenance/Toner/Depreciation	\$ 2,349
Mileage Reimbursement and Car Allowance (for Safety Coordinator)	\$8,221
Computers: Depreciation	\$914
Publications/Books	\$178
Licenses & Fees	\$179
Claims Reporting: from MedCor	Provided by client
MedCor Interface – if needed or requested	TBD
OSHA Reporting	\$530
CMS Reporting	\$2,230
STARSWeb System Access: 4 users included; each additional user is \$25/user/month	
Office Parking	\$1,654
QRM Claim Reporting - \$14 per claim (if client uses this option)	Billed to client
Loss Control Materials	Provided by client/billed as incurred
Conventions, Seminars, Education/Continuing Education Classes	\$795
Total Other Expenses	\$28,125
Total All Expenses	\$359,973
Proposed Fee at 11 % Margin	\$404,464

The fees provided above are estimates only. ASC is proposing to pass actual expenses through to The City of Bloomington at cost plus mark up to create a 11% profit margin. ASC can invoice the client monthly in arrears for the actual fees, or ASC can bill a quarterly deposit (based on a mutually agreed upon amount) at the beginning of each quarter and then perform quarterly audits to invoice or credit the difference between the deposit and the actual quarterly fees. The fees listed above are based on current 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
Pharmacy	AWP minus 5% plus \$3.00 dispensing fee
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");



FOR COUNCIL: April 14, 2014

SUBJECT: Tolling Agreement with McLean County Land Trust CC-1

RECOMMENDATION/MOTION: That the Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks, and Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third Amendment is the final amendment to the Fox Creek Annexation Agreement, and effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement. The City contends that pursuant to the parties' agreements, the owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision. Paragraph 18 of the Third Amendment provided that: "This Agreement shall be enforceable for a period of 20 years from the date of passage of the annexation ordinance contemplated by this agreement." Ordinance No. 1994-41, which ratified the Third Amendment, was passed on April 25, 1994 and approved on April 26, 1994. The effective term of the parties' annexation agreement arguably ends on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later".

The parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in six (6) months. All believe that it would not be in either parties' interest to engage immediately in litigation. Accordingly, the parties have negotiated a tolling agreement. A tolling agreement is an agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. During this period, the parties waive any defense by way of any statute of limitations which would otherwise arise during such period. This agreement will allow the City and McLean County Land Trust CC-1 additional time to reach resolution on the outstanding issues and protect the City's right to enforce the provisions contained in the prior agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Snyder Development, A. Clay Cox, Edward R. Gower.

FINANCIAL IMPACT: It is estimated McLean County Land Trust CC-1 currently owes the City \$562,194.78 in development fees. There are other “punch list” items that are covered by this agreement that have not yet been estimated.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

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

TOLLING AGREEMENT

This Tolling Agreement is made and entered into on this 14th day of April, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991;

WHEREAS, the parties entered into an original annexation agreement dated December 10 and 11, 1990, which was amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties’ agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.;

WHEREAS, the annexation ordinance contemplated by the annexation agreement was passed by the Bloomington City Council on April 25, 1994;

WHEREAS, the City contends that pursuant to the parties’ agreements the Owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision;

WHEREAS, the effective term of the parties’ annexation agreement arguably ends on April 24, 2014;

WHEREAS, section 11-15.1-4 of the Illinois Municipal Code provides that a “lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later”; and

WHEREAS, the parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in six months and believe that it would not be in either parties’ interest to engage immediately in litigation.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The “Effective Date” shall mean the date of April 14, 2014.
2. The “Termination Date” shall mean the date of October 14, 2014.
3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.
4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.

5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014.

6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of an amendment to the annexation agreement have been met, the parties will execute a fourth amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

McLean County Land Trust CC-1 Dated
September 1, 1993

David Fedor, as Trustee



FOR COUNCIL: April 14, 2014

SUBJECT: McLean County Animal Shelter Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: For the past several years, the City and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for stray animals. The Town of Normal has a similar agreement. The present contract expires April 30, 2014.

For the period May 1, 2014 through April 30, 2015, the proposed contract with the McLean County Board of Health reflects an increase of two percent (2%) from \$34,847 a year to \$35,544 per year. This increase has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A two percent (2%) increase from \$34,847 to \$35,544 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

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

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2014 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up by a McLean County Animal Control Warden or any other authorized representative of the MUNICIPALITY; and,

WHEREAS the MUNICIPALITY wishes to contract for prompt and quality shelter for stray or straying dogs and dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the BOARD OF HEALTH has the capacity to provide such services and will permit 24-hour, seven days per week access to the McLean County Animal Control Center; and,

WHEREAS the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the BOARD OF HEALTH and the MUNICIPALITY as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2014 through April 30, 2015.
2. The BOARD OF HEALTH agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the MUNICIPALITY; b) dogs and cats seized by MUNICIPALITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of MUNICIPALITY and CRIMINAL CODES; and, d) dogs and cats summarily seized by MUNICIPALITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The BOARD OF HEALTH agrees to assist the MUNICIPALITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the MUNICIPALITY and providing within the Animal Control Center information and education materials to residents of the MUNICIPALITY concerning ordinances prohibiting dogs and cats from running at large.

4. The MUNICIPALITY agrees to pay to the BOARD OF HEALTH for such services thirty five thousand five hundred forty four dollars (\$35,544) per year, payable as follows:

A. The monthly payment will be two thousand nine hundred sixty two dollars (\$2,962), beginning May 1, 2014 and continuing throughout the term of this AGREEMENT.

5. Payments for services rendered pursuant to this AGREEMENT will be made by the MUNICIPALITY to the BOARD OF HEALTH (payable to the McLean County Health Department) monthly no later than the 15th day of each month.

6. The BOARD OF HEALTH shall indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

7. The MUNICIPALITY shall indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

8. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the MUNICIPALITY pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the BOARD OF HEALTH and County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The MUNICIPALITY agrees that the BOARD OF HEALTH shall have no obligation to hold animals any longer than required by law; provided however the BOARD OF HEALTH will hold an animal longer at the request of the MUNICIPALITY on the condition that there is sufficient space available to house the animal and that the MUNICIPALITY agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the BOARD OF HEALTH in addition to the reclamation/release fee of the MUNICIPALITY.

9. This AGREEMENT may be terminated at the request of the MUNICIPALITY or of the BOARD OF HEALTH upon ninety days written notice being provided by either party to the other.

10. It is understood that the terms of this AGREEMENT include all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

CITY OF BLOOMINGTON

Municipal Corporation,

By _____ Date: _____

Tari Renner, Mayor

ATTEST:

By _____ Date: _____

Tracey Covert, Bloomington City Clerk

McLEAN COUNTY BOARD OF HEALTH

By _____ Date: _____

Walter P. Howe, Director



FOR COUNCIL: April 14, 2014

SUBJECT: Animal Control Warden Services Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. The Town of Normal has a similar agreement for these services. Specific services and conditions are outlined in the intergovernmental agreement. The agreement reflects an increase from \$99,426 to \$101,412, a two percent (2%) increase which has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: none

FINANCIAL IMPACT: A two percent (2%) increase from \$99,426 to \$101,412 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

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

**AGREEMENT
FOR
ANIMAL CONTROL WARDEN SERVICES**

This AGREEMENT for Animal Control Warden Service made this 1ST day of May, 2014 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the MUNICIPALITY; and,

WHEREAS, there is a need to remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the MUNICIPALITY during these time periods; and,

WHEREAS, the BOARD OF HEALTH has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the BOARD OF HEALTH, by and through the McLean County Health Department, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and County ordinances enacted attendant thereto by the County of McLean; and,

WHEREAS, the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That the parties enter this AGREEMENT for the period May 1, 2014 through April 30, 2015.

2. That the BOARD OF HEALTH agrees as follows:

A. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the MUNICIPALITY, within a reasonable period of time;

B. To remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY twenty-four (24) hours per day within a reasonable period of time;

C. To remove dead animals from public right of ways within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY, and to remove dead dogs and cats from private property within the corporate limits of the MUNICIPALITY when an owner is unknown, twenty-four (24) hours per day within a reasonable period of time provided that the MUNICIPALITY provides a disposal site for said carcasses. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the MUNICIPALITY it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal. The MUNICIPALITY may request removal of a dead animal found on private property in the event a property owner does not comply with removing the dead animal within a reasonable amount of time, providing that the Animal Control Program has the wherewithal to provide services for the removal requested.

D. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be impounded pursuant to an arrest of the owners or person having custody of such dog(s) or cat(s) for enforcement of MUNICIPAL and CRIMINAL codes, other than Section 2 paragraph E and Section 3 paragraph B, providing that the Animal Control Program has the wherewithal to provide services for the removal requested. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.

E. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL and or CRIMINAL CODES, and dogs and cats seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs and cats, which assistance shall be subject to the terms of Section 3 paragraph B. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.

F. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the MUNICIPALITY twenty-four (24) hours day within the corporate limits of the MUNICIPALITY within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper or referred to the Department of Natural Resources for wildlife removal;

G. To continue to collect and remit to the MUNICIPALITY all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the MUNICIPALITY'S ordinance governing animal and fowls;

H. To provide the MUNICIPALITY written evidence, in a manner acceptable to the MUNICIPALITY, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement;

I. To indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the MUNICIPALITY agrees as follows:

A. To pay the BOARD OF HEALTH for such services One hundred one thousand four hundred twelve dollars (\$101,412), payable as follows: Eight thousand four hundred fifty one dollars (\$8,451) monthly beginning May I, 2014, and continuing throughout the term of this agreement for the services described in paragraphs A, B, C, E, F, G, H and I of Section 2;

B. To pay the BOARD OF HEALTH forty five (\$45.00) dollars per hour per Warden for the services specified in paragraph E in Section 2, The MUNICIPALITY understands and agrees that the BOARD OF HEALTH shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after the execution of a warrant as provided in Section 2 paragraph E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. The MUNICIPALITY shall give the notice in writing at the time of the arrest, execution of the warrant or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the BOARD OF HEALTH;

C. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after their arrest as provided in Section 2 paragraph D and E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. Notice shall be given in writing at the time of the arrest or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the BOARD OF HEALTH;

D. To indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies;

E. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the BOARD OF HEALTH.

4. That the BOARD OF HEALTH and the MUNICIPALITY agree as follows:

A. That this agreement may be terminated for any of the following reasons:

- i. At the request of the MUNICIPALITY upon ninety (90) days written notice.
- ii. At the request of the BOARD OF HEALTH upon ninety (90) days written notice.

B. That in the event this Agreement is terminated prior to its expiration, then the MUNICIPALITY agrees to pay the BOARD OF HEALTH for any services outstanding rendered by the BOARD OF HEALTH.

C. That this Agreement includes all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.

E. That any issues pertaining to the sheltering of animals shall come under the Inter-Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON

Municipal Corporation,

By _____ Date: _____

Mayor Tari Renner

ATTEST:

By _____ Date: _____

Tracey Covert
Bloomington City Clerk

McLEAN COUNTY BOARD OF HEALTH

By _____ Date: _____

Walter P. Howe
Director



FOR COUNCIL: April 14, 2014

SUBJECT: Payment for participation in McLean County's Information Technologies for EJustice Support and Oracle Support

RECOMMENDATION/MOTION: That the payment to McLean County's Information Technologies in the amount of \$29,696.97 for EJustice support and \$8,792.72 for Oracle support for EJustice be approved for a total of \$38,489.69.

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

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

BACKGROUND: On August 23, 1999, Council entered into a joint agreement with other police agencies in McLean County to use EJustice as a means to enter police reports. The EJustice System allows the Police Department staff to track evidence, review police reports from other agencies, and view other agencies' mug shots.

The EJustice System is the City's only means of electronic report submission and electronic evidence tracking. Due to a change in the ownership of the EJustice program, all users are now required to provide funds to support the EJustice program. The total price for supporting the program is \$140,000 per year. There was no increase to the cost of the annual maintenance agreement for this year. The City, Town of Normal, Illinois State University, and McLean County Sheriff's Department split the \$140,000 based on the number of users in each department. It should be noted that the McLean County Sheriff's Department pays for users in the Circuit Clerk's Office, States Attorney's Office and all rural police agencies.

The Oracle System is the database and all associated tools to keep it functional, including the application server license and license for Discoverer which is the ad-hoc reporting tool available to the agencies. This expense has been shared by the agencies since 2006. The City Police Department did not pay anything for the original development of the software. The cost this year is \$8,792.72.

This agreement is renewable on a yearly basis and will be in effect from May 2014 through April 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for EJustice program and Oracle support system is \$38,489.69 which has been budgeted in Police - Other Supplies (10015110 - 71190). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Invoices

Motion: _____ Seconded by: _____

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

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202

P.O. Box 2400

Bloomington, Illinois 61702-2400

To: Tony Canon, Metcom
Dave Warner, Town of Normal Police
Stephen Sicinski, City of Bloomington Police
Julie Shaffer, ISU Police

From: Craig Nelson, McLean County Information Technologies
Subject: Payment of Oracle Licenses and Ejustice Support Maintenance.
Date: March 26, 2014

=====

We have issued this year's purchase order for Oracle technical support and are currently paying this year's Ejustice support contract with Interact Public Safety.

The invoice breakouts are based on the percentage of active users using the system (logins in last 30 days as of 3/25/14).

Oracle	Active Users	Pct%	Invoice
BPD	154	21.21%	\$8,792.72
NPD	90	12.40%	\$5,138.60
ISU	32	4.41%	\$1,827.06
E911	27	3.72%	\$1,541.58
COUNTY	423	58.26%	\$24,151.44
Totals	726	100.00%	\$41,451.40

EJS	Active Users	Pct%	Invoice
BPD	154	21.21%	\$29,696.97
NPD	90	12.40%	\$17,355.37
ISU	32	4.41%	\$6,170.80
E911	27	3.72%	\$5,206.61
COUNTY	423	58.26%	\$81,570.25
Totals	726	100.00%	\$140,000.00

As usual, the County is handling the processing of payments to Oracle and Interact.

Please make checks payable to McLean County Treasurer and *send to my attention at the address below:*

Please remit payments to:
McLean County Information Technologies
Attn: Craig Nelson
115 E Washington
Room 202
Bloomington IL 61701

Thank you for your cooperation in this matter. Please feel free to contact me with any questions.

Craig Nelson
Director, McLean County Information Technologies
(309) 888-5101
Craig.nelson@mcleancountyil.gov

McLean County Information Technologies



From:
McLean County Information Technologies
Attn: Craig Nelson
115 E Washington Room 202
Bloomington, IL 61701

Invoice: MCGEJSBLM

Invoice Date: 03/26/2014

Bill To:

City of Bloomington Administration
Attn: Stephen Sicinski
109 E Olive St
Bloomington, IL 61701

Ship To:

Same

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
03/26/2014	EJustice Support	EJustice Support	Cwn			Net 30	exempt

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	EJS Support	ea	EJS Support from EJustice Solutions		No	\$29,696.97	\$29,696.97

Subtotal	
Tax	n/a
Shipping	n/a
Miscellaneous	
Balance Due	\$29,696.97

Make Checks Payable to : McLean County Govt. Treasurer
Please remit to:
McLean County Information Technologies
Attn: Craig Nelson
115 E Washington
Bloomington, IL 61701

RECEIVED

Date: 4-1-14
Name (Print): Ulrich
Comments: _____

McLean County Information Technologies



From:
McLean County Information Technologies
Attn: Craig Nelson
115 E Washington Room 202
Bloomington, IL 61701

Invoice: MCGOCLBLM

Invoice Date: 03/26/2014

Oracle Support

Bill To:
City of Bloomington Administration
Attn: Stephen Sicinski
109 E Olive St
Bloomington, IL 61701

Ship To:
Same

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
03/26/2014	Oracle Support	Oracle Support	Cwn			Net 30	exempt

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1	Oracle Support	ea	Oracle Support for Ejustice		No	\$8,792.72	\$8,792.72

Subtotal	
Tax	n/a
Shipping	n/a
Miscellaneous	
Balance Due	\$8,792.72

Make Checks Payable to : McLean County Govt. Treasurer
Please remit to:
McLean County Information Technologies
Attn: Craig Nelson
115 E Washington
Bloomington, IL 61701

RECEIVED
Date: 4-1-14
Name (Print): Ulrich
Comments: _____

SERVICE DETAILS

Program Technical Support Services							
Service Level:		Software Update License & Support					

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Internet Application Server Enterprise Edition - Processor Perpetual	14731275	2		FULL USE	16-May-14	15-May-15	12,175.75
Oracle Database Enterprise Edition - Named User Plus Perpetual	14731275	20		FULL USE	16-May-14	15-May-15	3,246.87
Diagnostics Pack - Processor Perpetual	14731275	2		FULL	16-May-14	15-May-15	1,672.14
Tuning Pack - Processor Perpetual	14731275	2		FULL	16-May-14	15-May-15	1,672.14
Oracle Database Enterprise Edition - Processor Perpetual	14731275	2		FULL	16-May-14	15-May-15	20,362.19
Discoverer Desktop Edition - Named User Multi Server	14731275	10		FULL USE	16-May-14	15-May-15	2,322.31

Program Technical Support Fees: USD 41,451.40

Total Price: USD 41,451.40

Plus applicable tax

Please note the following:

- If You have questions regarding the Services Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. If Your programs and/ or hardware are identified in Oracle's Lifetime Support policy they may move to a different services level during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Services Detail table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Services Detail table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.



October 24, 2013

Letter Agreement

Mr. Craig Nelson
Director, Information Technologies
McLean County Government
115 E. Washington
Bloomington, Illinois 61701

RE: McLean County Annual Maintenance Renewal
EJustice Software – January 1, 2014 through December 31, 2014

Dear Mr. Nelson,

InterAct is pleased to advise the County there will not be an increase in the County's annual maintenance for the maintenance term of January 1, 2014 through December 31, 2014; we are holding the County's annual maintenance costs flat for the coming year.

Summarized below are the key terms of our proposal:

- 1) Annual maintenance and support to include bug fixes for all critical and high severity issues.
- 2) Compliance with state statutes: Up to 80 hours per year toward state compliance issues included at no additional charge, to be used at the County's discretion; any additional hours would be billed at the contracted T&M rate.
- 3) Total Contract Amount: \$140,000
- 4) Contract Dates: January 1, 2014 through December 31, 2014
- 5) Payment Schedule, payable in advance, net 30-days from date of invoice:
 - i. January 1, 2014: \$35,000
 - ii. April 1, 2014: \$35,000
 - iii. July 1, 2014: \$35,000
 - iv. October 1, 2014: \$35,000
- 6) Time and Material Rate: \$115 per hour.
- 7) Mutually agreed upon travel expenses for on-site visits: Not included and will be billed at actual costs.
- 8) Future annual maintenance renewals: Capped at no more than 5% per year.



FOR COUNCIL: April 14, 2014

SUBJECT: Application of Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, requesting a GPBS liquor license

RECOMMENDATION/MOTION: That an GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, be created, contingent upon compliance with all applicable health and safety codes with the following condition: No single serve sale items.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to address the reappearance of Asil 1, Inc., d/b/a Price Rite Food Mart, located 706 N. Clinton, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Ahmad Samhan, owner/operator and applicant's representative.

Commissioner Renner opened the liquor hearing and noted that this was the third hearing regarding this application. The State of Illinois had lifted the hold. There was a payment plan with the Dept. of Revenue.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He had verified Commissioner Renner's comments. The applicant was a different legal entity. There was an approved payment plan and the state had lifted the hold.

Commissioner Renner noted that concerns had been raised. He encouraged the Commission to grant consideration of this application with the following condition: no single serve sale items. Beer could be sold in six (6) packs and/or forty ounce (40 oz.) cans. This condition would be revisited six (6) months after a liquor license was created. He recognized neighborhood residents concerns.

Ahmad Samhan, owner/operator and applicant representative, addressed the Commission. He stated that single serve items were the most profitable. Surveillance cameras had been installed on March 4, 2014. The business' appearance had been improved.

Commissioner Tompkins noted that Mr. Samhan had complied with all of the Commission's requests.

Commissioner Jordan noted the initial \$100,000 payment. Mr. Samhan confirmed that this payment had been made.

Commissioner Renner restated that the state had released its hold and recognized citizen objections.

Mr. Boyle noted that there were two (2) different legal entities. There was a familial relationship. The Commission should look at other factors, (Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License Findings). He restated that the state had removed the hold.

Commissioner Jordan noted the \$4,500 monthly payments. Mr. Samhan informed the Commission that payments were made by his father. Payments were made on March and April 1, 2014.

Commissioner Jordan addressed Mr. Samhan's original application. He questioned Mr. Samhan's employment at this address. Mr. Samhan had been employed at this address for two (2) years. He did not have a management experience during this time.

Commissioner Jordan cited the monthly rent – \$4,250 and a twenty (20) year contract with his father. Mr. Samhan responded affirmatively.

Commissioner Jordan questioned if the City had verification from the Liquor Control Commission that the state would issue a liquor license if the City issued one. Mr. Boyle noted that the applicant would not be eligible for a state liquor license without a local one.

Commissioner Jordan cited the debt, \$750,000. He expressed his interest in an understanding that if Mr. Samhan's father missed a payment that the City's liquor license would be revoked. These were taxpayer dollars. He noted that Mr. Samhan had filed this application in December 2013. He questioned the number of payments made. Mr. Samhan restated two (2) payments March and April 2014.

Commissioner Jordan noted that the store has remained open. Mr. Samhan informed the Commission that the store had closed in January 2014. He reopened the store in February 2014 under a new corporation.

Commissioner Jordan expressed his belief that payments must be kept current.

Commissioner Renner questioned City action if payments to the state were not kept current.

Mr. Boyle noted that generally if a debt is owed to the state and it remained unpaid the state withdraws its liquor license. He restated that there were two (2) separate entities. Failure to make payments might result in a lien being placed upon the property.

Commissioner Jordan expressed his concern regarding separate entities being created by the same family. The property/business had been transferred from one family member to another.

Mr. Samhan stated that the business could not be sold without a liquor license.

Mr. Boyle informed the Commission that a violation of law might result in a revocation. He referred the Commission to Chapter 6. Alcoholic Beverages, Section 37. Same (Local Liquor Control Commission) – Powers and Duties Generally. He added that fines and/or sanctions were possible. However, this situation was not one of them.

Mr. Samhan informed the Commission that the state had placed a lien on the property and his father's home.

Mr. Boyle noted that the hold had been lifted but not the liens.

Commissioner Tompkins expressed his opinion that there were enforcement mechanisms. He was not prepared to allow a neighborhood in transition to have a vacant building.

Commissioner Jordan stated that the state expected the local governing entity to perform the background work. If the City approved a liquor license, then the state would also. He restated the tax debt, \$750,000. If the Commission approved this application, he wanted to be assured that Mr. Samhan would do the right thing. He questioned how this was allowed to happen.

Commissioner Renner suggested that the Commission include a stipulation and set an expectation.

Mr. Boyle addressed the Commission. He restated that this applicant was a separate entity. The state was satisfied. He referred the Commission to Section 4B. Creation of New License - Findings. There was a variety of criteria to consider. Financial responsibility was only one of them.

Commissioner Jordan noted that Mr. Samhan had no responsibility to pay this debt. He expressed his concern regarding the father's action, (i.e. does not repay).

Mr. Boyle informed the Commission that he did not have a copy of the agreement. The Commission needed to address the financial issues regarding this entity.

Julie Pell, ADDRESS, addressed the Commission. She had addressed the Commission at their March 11th meeting. She had been unable to go to the store and Mr. Samhan had personally made deliveries.

Motion by Commissioner Tompkins, seconded by Commissioner Renner to recommend to the City Council that a GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton St., be created contingent upon compliance with all applicable health and safety codes with the following condition: 1.) no single serve sale items.

Ayes: Commissioners Renner and Tompkins.

Nays: Commissioner Jordan.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 3, 2014 in accordance with City Code. In accordance with City Code, approximately 198 courtesy copies of the Public Notice were mailed on January 31, 2014. In addition, the Agenda for the April 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Attachment: Attachment 1. Liquor Commission Minutes from February 11, 2014
Attachment 2. Liquor Commission Minutes from March 11, 2014

Motion:

Motion: _____ Seconded by: _____

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

MINUTES OF THE BLOOMINGTON LIQUOR COMMISSION

February 11, 2014

The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application by Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton St., requesting a GPBS liquor license, which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief and Tracey Covert, City Clerk; and Ahmad Samhan, owner/operator and Applicant representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. He noted past applications and the debt owed to the state. He questioned if the debt had been paid in full.

Ahmad Samhan, owner/operator and Applicant representative, addressed the Commission. He informed them that his father had entered into a payment plan with the state. Payments were \$4,500 per month. He had a name and telephone number for an employee at the Department of Revenue.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He recommended that Mr. Samhan provide this information to the City Clerk's Office. City staff would research same. The Commission had three (3) options: 1.) approve the application; 2.) deny the application or 3.) lay the application over to a future date. Option three would give City staff the ability to verify Mr. Samhan's statements.

Commissioner Tompkins questioned the terms of the repayment agreement. Mr. Samhan noted that the term was for seventeen (17) years.

Commissioner Jordan questioned the current balance. Mr. Samhan cited \$799,000 remained after a \$100,000 payment. Payments would commence in March 2014. The \$100,000 payment was made in January 2014.

Commissioner Jordan noted the past applications. He cited the May 14, 2013 liquor hearing. The Commission was informed at that meeting that payments were being made.

Commissioner Jordan questioned Mr. Samhan's tenure at this store. Mr. Samhan stated two (2) years as an employee.

Commissioner Tomkins addressed the financial statement. This document addressed the profitability of the business. He restated that the agreement with state required \$4,500 monthly payments over the next seventeen (17) years. Mr. Samhan believed that the liquor license would

provide the store with the ability to pay off the debt. The loss of the liquor license had hurt the business. The store needed to provide one stop shopping.

Commissioner Jordan questioned the anticipated percentage of sales from alcohol. Mr. Samhan noted forty percent (40%) of the store's customers purchase other items such as tobacco and/or food.

Commissioner Renner stated that the applicant believed that a liquor license was critical to the business' survival. In addition, Mr. Samhan believed that a liquor license would also provide the business with the ability to pay the outstanding gasoline taxes.

Commissioner Renner noted that it appeared that no one on the Commission appeared to be in favor of this application. The Commission appeared to be opposed to this application.

Dick Fasig, 610 E. Douglas, addressed the Commission. He encouraged the Commission to deny a new liquor license for Price Rite. He requested that liquor sales not be allowed at this address. The state had allowed this business to be in arrears for gasoline taxes in an amount over \$700,000. The agreement with the state was for a term of seventeen (17) years. He informed the Commission that cigarettes had been sold at a cost of \$1 each. He expressed his concern regarding individuals loitering on the property. He also cited liquor bottles found in the adjoining alley. The business was not clean. The ATM, (Automated Teller Machine), also did not work. There had been a number of police vehicles on the premise. It was difficult to determine who was employed by the business. Mr. Samhan had not presented any evidence of his suitability to hold a liquor license.

Commissioner Renner noted that the Commission could not accept hearsay. There needed to be evidence, (claim that cigarettes were sold for \$1 each).

Commissioner Tompkins questioned if the bottles found in the alley were liquor bottles. Mr. Fasig responded affirmatively.

Elton Mau, 609 N. Clinton St., Wash House owner/operator, addressed the Commission. He supported Mr. Fasig's comments. He had heard from Price Rite's customers regarding cigarette sales. In addition, he heard a lot of stories.

Commissioner Renner restated that the City needed to have evidence. The Police Department could attempt to verify these statements.

Mr. Mau added testimony from someone who had purchased a single cigarette should be acceptable.

Mr. Boyle added testimony based upon personal observation would also be acceptable.

Commissioner Renner reviewed the letter submitted by Mr. Mau. It addressed litter, intoxicated persons, etc. Mr. Mau expressed his concerns as an owner of an adjacent business.

Mr. Mau performed cleaning/maintenance at his business. The Wash House was open 24/7/365, (twenty-four hours a day/seven days a week/three hundred six-five days a year). He noted the number of liquor bottles found. Intoxicated persons came into the business. He had installed surveillance cameras. These incidents had become less frequent since Price Rite has not held a liquor license. He believed that Price Rite's former customers were shopping at Franzetti's Pantry Plus located at 801 E. Washington St.

Commissioner Tompkins objected to Mr. Mau's comments. He had not seen anyone consuming alcohol outside of Franzetti's. Mr. Mau cited a recent experience. Two (2) individuals were on the east side of the building consuming alcohol at 2:00 p.m. in the afternoon.

Commissioner Tompkins stated that the store's owner was a conscientious businessman. He had never seen litter (liquor bottles) on the premise. He added that the claim that litter (liquor bottles/cans) in the alley came from Price Rite was incorrect as this business currently did not hold a liquor license.

Jeff Marvel, 508 E. Mulberry, addressed the Commission. He cited individual walking through the alley. He had found litter (liquor bottles/cans) in the alley. The litter could have come from Price Rite and/or Franzetti's. He restated his concern regarding foot traffic.

Mr. Fasig readdressed the Commission. He wanted to clarify that his comments did not imply recent events. These events occurred prior to Price Rite's loss of its liquor license.

Donna Hesty, 508 E. Mulberry, addressed the Commission. She also noted the litter in the alley. She cited aluminum cans, (beer and soda). She had visited Price Rite. Cigarettes were being sold by the piece. A pack of cigarettes had been sold for \$10 a pack. The store was disorganized and unclean. It lacked appropriate management and the employees were discourteous. She noted individuals loitering at the store in the evening.

Mr. Samhan readdressed the Commission. He wanted to make a couple of points. He cited his attempts to disperse individuals who loitered at the store. He had also called the Police Department when his efforts had failed. Customers were not afraid of his employees. He added that he could not control customers' behavior after they leave the property. He acknowledged that littering was annoying. He expressed his willingness to research Ms. Hesty's claim that she had been charged \$10 per pack for cigarettes. Cigarettes retail price was \$6.50 per pack. Finally, he stated that Price Rite did not sell cigarettes by the piece.

Commissioner Renner restated the concern raised which addressed litter, (liquor bottles and cans). He noted that Price Rite did not have a liquor license. Mr. Samhan responded affirmatively.

Commissioner Tompkins addressed lighting and video surveillance cameras. Mr. Samhan informed the Commission that new video surveillance equipment would be installed. Store improvements would take time and money. His goal was to re-establish the store and put Price Rite back on its feet.

Commissioner Tompkins stated that it was key for Price Rite that it not be a pleasant place to hang out. Interior and exterior store lighting needed to be improved. He believed that the pay telephone had been removed. He added that something needed to change.

Commissioner Renner restated the concerns raised: 1.) the back tax issue; 2.) lighting; and 3.) surveillance cameras. The Commission could place conditions upon a liquor license.

Commissioner Jordan addressed individuals congregating in the store's interior. Mr. Samhan believed that the store's appearance was better. Commissioner Jordan questioned loitering. Mr. Samhan did not believe that this was an issue. He had to limit the number of children in the store at one time. Price Rite was a neighborhood store.

Commissioner Jordan questioned staff size. Mr. Samhan stated that there were two (2) employees, his brother and himself. He was on premise open to close.

Clay Wheeler, Asst. Police Chief, addressed the Commission. He did not have an exact number regarding calls for service. He was unaware of any issues at this location. He believed that calls for service had decreased. He cited the business' lack of a liquor license. He added that it was the business owner's responsibility to keep a business clean and to enforce a no loitering policy.

Commissioner Renner stated that the Commission had heard concerns regarding this application. There needed to be a plan for improvement.

Commissioner Tompkins addressed the need to balance free enterprise versus a neighborhood store. Concerns went beyond the outstanding tax issue. He was not prepared to support this application.

Commissioner Jordan noted that the neighborhood wanted a good convenient store. He also cited the outstanding taxes owed to the state. He could not support this application as he had not seen any evidence of real change. This business was saddled with a huge debt.

Commissioner Tompkins noted that if this business were to fail, the City would have an abandoned building. Commissioner Renner noted that as the Mayor abandoned buildings represented a serious problem.

Commissioner Tompkins stated that Mr. Samhan would have to develop a concrete business plan which listed specific improvements with a time line.

Commissioner Renner addressed Mr. Samhan. He informed the applicant that the Commission was interested in the following items: 1.) develop a business plan; 2.) progress regarding payments to the state; and 3.) enhanced/improved lighting and surveillance cameras. Upon submittal/proof of these items, then Mr. Samhan could reappear before the Commission.

There being no further business before the Commission, the meeting adjourned at 4:40 p.m.

Respectfully,

Tracey Covert, CRM, CMC, RMC
City Clerk

MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION

March 11, 2014

The Bloomington Liquor Commissioner Geoffrey Tompkins called the Liquor Hearing to order to address the reappearance of Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Ahmad Samhan, owner/operator and applicant's representative.

Commissioner absent: Tari Renner.

Commissioner Tompkins opened the liquor hearing and requested that the applicant address this application.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He noted the past hearing, (February 11, 2014), and the Commission's discussion regarding Andy & Associates. There was an agreement with the IL Dept. of Revenue regarding the payment of gasoline taxes. One (1) payment has been made. The hold on a liquor license has been lifted due to the repayment plan.

Commissioner Tompkins restated that there was no state liquor license hold at this address.

Mr. Boyle had spoken with a representative of the IL Dept. of Revenue. He had attempted to verify that the IL Liquor Control Commission would issue a state liquor license at this address.

Commissioner Tompkins noted that Commissioner Renner was out of town on City business. He expressed his preference that Commissioner Renner review the testimony of this date's hearing. The Commission would allow comments for Commissioner Renner's review.

Ahmad Samhan, owner/operator and Applicant representative, addressed the Commission. He informed them that a new camera system had been installed. He had also installed four (4) flood lights. The McLean County Health Department had issued a food handler's permit. "No Loitering" signs had been posted. Price Rite was good for the neighborhood. He had hired new employees. The store could not remain open without liquor sales.

Commissioner Jordan questioned if liquor sales would be limited to beer and wine only. Mr. Samhan responded affirmatively.

Commissioner Jordan addressed Mr. Samhan's comments regarding the store's viability, (i.e. that the store would not succeed with only food and gasoline sales).

Mr. Samhan cited the store's dependence upon inside sales. Customers wanted one stop shopping. He believed that total sales would increase by forty percent (40%) with the addition of the sale of beer and wine.

Commissioner Jordan noted that the IL Liquor Commission was part of the IL Dept. of Revenue. He noted that Mr. Samhan's father owned the property. There was a lien on the building. He questioned the arrangements to repay the state.

Mr. Samhan stated that he had opened a new business.

Commissioner Jordan noted that Mr. Samhan was leasing the building from his father. Mr. Samhan responded affirmatively.

David Eades, ADDRESS, addressed the Commission. He cited allegations regarding how this business had been operated. He addressed the neighborhood demographics. Mr. Samhan was attempting to turn the store around. He questioned calls for service for all neighborhood businesses. The neighborhood had issues. He believed that Mr. Boyle was a past Price Rite customer. Business had dropped dramatically. Liquor sales were needed for the business to survive. Mr. Samhan had installed cameras and flood lights. Mr. Samhan had cooperated with the Police Department. There had been tax issues but there had not been any liquor code violations. Price Rite would be an asset in the neighborhood.

Julie Pell, ADDRESS, addressed the Commission. She had resided in the neighborhood for seven (7) years. She was a Price Rite customer. One stop shopping was better for her. She would like to see Price Rite make a come back.

Commissioner Tompkins questioned the impact of a vacant building.

Commissioner Jordan believed the property would be vandalized.

Mr. Eades readdressed the Commission. Price Rite was located in the central part of the City. There had been changes to the neighborhood's demographics. There would be issues as there had been issues over the years. He cited unsupervised children. Price Rite would be a convenience to the neighborhood. There were a number of individuals who resided in the neighborhood who did not drive. He noted Mr. Samhan's investment in the business. Mr. Samhan was a family man.

Clay Wheeler, Asst. Police Chief, had reviewed statistics. Statistics were reviewed for a three (3) block area. There were a number of variables. The cause was unknown. Since November 1, 2012, calls for service were down ten percent (10%). The Police Department could not tell if the business sales went elsewhere. Residents may have left the neighborhood. The reason for the decline was unknown. The Police Department performed policing not policy. He understood Mr. Samhan's need for a liquor license. There was no perfect answer.

Mr. Eades noted a drug trafficking arrest.

Commissioner Tompkins expressed his concern regarding the impact of a vacant building on a neighborhood in transition.

Asst. Chief Wheeler was unable to tell the future. The store's viability could be influenced by the quality of the work.

Commissioner Tompkins cited the lien on the property. This store could become state owned.

Mr. Boyle stated that the sales price/appraised value was unknown. The impact upon the taxpayers was also unknown. There was a repayment agreement. In addition, the impact of the lien was unknown.

Commissioner Tompkins stated that all issues had been addressed, (i.e. cameras, lights, etc). In addition, the hold had been removed by the state.

Mr. Eades readdressed the Council. He expressed his opinion that the business would close without a liquor license. There was the chance that the taxes would not be recovered.

Mahmoud Qatanani, 3208 Monticello Rd., addressed the Commission. He informed them that he was employed with Remax as a real estate agent. The property had been on the market. He had not been able to sell the building. There was the lien on the property and no liquor license. It would be best to sell the property when the store was open and generating sales/taxes. It was difficult to make a living selling gasoline. The store must survive on inside sales. There were neighborhood issues. Crime was cited. The issue was not liquor sales. He had known the Samhan family since 1990's. They had recognized the issue and entered into a repayment agreement. He acknowledged that there were state liens on the property. The store's future was in the Commission's hands.

Commissioner Jordan questioned the sale price. Mr. Qatanani stated \$1.2 million. He had not an offer for half that price. He restated that there cited the lien on the property and no liquor license. The Samhan's had purchased the business from Hucks. They had done a good job. The property was still for sale.

Commissioner Tompkins noted that new information had been presented. He added that Commissioner Renner would be in attendance at the Commission's April 8, 2014 meeting. The Council would decide whether to create a liquor license or not. The Commission wanted businesses to be successful.

Mr. Samhan was unsure if the store could remain open another month.

Mr. Boyle added that Commissioner Renner could review the record and had the authority to call a meeting of the Liquor Commission. The Commission could make a recommendation to Commissioner Renner. He added that he had not spoken with Commissioner Renner.

Commissioner Tompkins expressed his willingness to support this application.

Commissioner Jordan expressed his concern. He noted the financing particulars. He questioned if the state would issue a state liquor license. The Commission needed to be careful and not set a precedent. There was a debt owed. He would be more comfortable after Commissioner Renner had reviewed the record. If possible the application should be expedited. He also requested that Mr. Boyle review the status of this address with the IL Liquor Control Commission.

Commissioner Tompkins stated that the City would try to expedite the application.

Tracey Covert, City Clerk, informed the Commission that items approved at this date's Liquor Commission meeting would appear on the Council's April 14, 2014 meeting agenda. The Liquor Commission would meet on April 8, 2014. Price Rite could appear on the Commission's April 8, 2014 meeting agenda and placed on the Council's April 14, 2014 meeting agenda.

There being no further business before the Commission, the meeting adjourned at 4:40 p.m.

Respectfully,

Tracey Covert, CRM, CMC, RMC
City Clerk



FOR COUNCIL: April 14, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake
Bloomington Davis Lodge on July 5, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Geoffrey Tompkins called the Liquor Hearing to order to hear the request of Dana and Carrie Riisberg to allow moderate consumption of alcohol at their July 5, 2014, vow blessing and reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Carrie Riisberg, bride and requestor's representative.

Commissioner absent: Tari Renner.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representative address this request. Carrie Riisberg, bride, addressed the Commission. She and Dana were married on September 13, 2013. The reception would be held at the Davis Lodge on July 5, 2014. It would start at 4:00 p.m. She anticipated between 110 – 115 guests. Reality Bites located at 414 N. Main St. would be the caterer providing both food and beverage services. The Davis Lodge operates under quiet hours commencing at 10:00 p.m. and the Lodge must be vacated by 12:00 a.m. (midnight).

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Dana and Carrie Riisberg to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their July 5, 2014 reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

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

WHEREAS, Dana and Carrie Riisberg are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 10:00 p.m. on July 5, 2014; and

WHEREAS, Jonathan Hughes and Sarah Spurling have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Lake Bloomington Davis Lodge on July 5, 2014 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: April 14, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 29, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Geoffrey Tompkins called the Liquor Hearing to order to hear the request of Jordan Kaase and Carol McSweeney to allow moderate consumption of alcohol at their November 29, 2014, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Jordan Kaase and Carol McSweeney, groom and bride and requestors' representative.

Commissioner absent: Tari Renner.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representatives address this request. Carol McSweeney, bride, addressed the Commission. The wedding ceremony would be at St. Patrick's Catholic Church. The reception would be held at the Miller Park Pavilion on November 29, 2014. It would start around 4:00/5:00 p.m. She anticipated between 100 guests. Ozark House located at 704 S. McGregor St. would be the caterer providing both food and beverage services. She noted that liquor service would be limited to beer and wine only. The Miller Park Pavilion must be vacated by 10:00 p.m.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Jordan Kaase and Carol McSweeney to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 29, 2014 reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A
WEDDING RECEPTION AT MILLER PARK PAVILION**

WHEREAS, Jordan Kaase and Carol McSweeney are planning to hold their wedding reception at the Miller Park Pavilion from 4:00 p.m. to 10:00 p.m. on November 29, 2014; and

WHEREAS, Jordan Kaase and Carol McSweeney have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on November 29, 2014 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: April 14, 2014

SUBJECT: Petitions from Andrew Hunt, Requesting Approval of a Final Plat for the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision and Vacation of an Easement in Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision

RECOMMENDATION/MOTION: That the Final Plat and Easement Vacation be approved and the Ordinances passed.

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

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

BACKGROUND: The subject property is located south of GE Rd. on Woodbine Rd. Lot 14 is the existing site of Scribbles Learning Center. The property owner plans to expand the business and has purchased additional land that will be added to the lot for a building addition as part of the resubdivision plat. Due to the building expansion, an existing utility easement needs to be vacated. The owner has contacted the local utility companies and confirmed that no existing public or private utilities are currently located in the portion to be vacated. The owner is dedicating a new utility easement in a different location to replace the vacated portion of the easement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Andrew Hunt, Shive-Hattery.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Final Plat Petition, Ordinance and Legal Description
Attachment 2. Vacation Petition, Ordinance and Legal Description
Attachment 3. Tap On Fee Memo
Attachment 4. Final Plat and Vacation Plats
Attachment 5. Final Plat Map

Motion: _____ Seconded by: _____

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

State of Illinois)
)ss.
County of McLean)

Now comes Andrew Hunt hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

- WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

By: Andrew Hunt

ORDINANCE NO. 2014 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE RESUBDIVISION OF LOT 14 IN THE 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Legal Description

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois more particularly described as follows:

Beginning at the Northwest corner of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision recorded as Document Number 2006 - 33160 in the Office of Recorder of Deeds, McLean County;

Thence North 89 Degrees 48 Minutes 30 Seconds East 216.43 Feet along the Northerly line of said Lot 14 to the Northeast corner of said Lot 14;

Thence South 00 Degrees 11 Minutes 30 Seconds East 290.00 feet along the Easterly line of said Lot 14 to the Southeast corner of said Lot 14;

Thence South 89 Degrees 48 Minutes 30 Seconds West 165.86 feet along the Southerly line of said Lot 14;

Thence South 00 Degrees 11 Minutes 30 Seconds East a distance of 40.00 feet;

Thence South 89 Degrees 48 Minutes 30 Seconds West a distance of 154.86 feet to a point on the Easterly right of way of Woodbine Road as dedicated in the Second Addition to Hawthorne Commercial Subdivision and recorded as Document Number 2005 - 6797 in said Recorder's Office;

Thence Northeasterly 104.32 feet along a 267.00 Radius Curve Concave to the Southeast whose Chord bears North 13 Degrees 36 Minutes 17 Seconds East a distance of 103.65 Feet;

Thence North 24 Degrees 47 Minutes 51 Seconds East along the said Easterly right of way line a distance of 114.71 Feet;

Thence Northeasterly 129.97 Feet along a 337.00 Radius Curve Concave to the Northwest whose Chord bears North 13 Degrees 44 Minutes 55 Seconds East a distance of 129.17 Feet to the Point of Beginning.

Said described parcel contains 81,558.98 square feet (1.872 acres) more or less.

PIN # 15-31-227-015

PIN # 15-31-227-018 (part)

**PETITION FOR VACATION OF AN EASEMENT IN LOT 14
IN THE HAWTHORNE COMMERCIAL SUBDIVISION 5TH ADDITION**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes Andrew Hunt, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibits A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of easement adjacent to said premises;
3. That said vacation of easement is reasonable and proper because such easement is not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that easement be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: Andrew Hunt

ORDINANCE NO. ____

**AN ORDINANCE PROVIDING FOR THE VACATION OF AN EASEMENT IN LOT 14
IN THE HAWTHORNE COMMERCIAL SUBDIVISION 5TH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

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

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

1. That the easement is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated easement for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Easement Vacation Legal Description

A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 14 IN THE FIFTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION RECORDED AS DOCUMENT NUMBER 2006-33160 IN THE OFFICE OF RECORDER OF DEEDS, MCLEAN COUNTY;

THENCE SOUTH 89 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 173.36 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 127.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOODBINE ROAD;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE 5.12 FEET ALONG A 252.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD BEARS NORTH 12 DEGREES 19 MINUTES 45 SECONDS EAST A DISTANCE OF 5.12 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 30 SECONDS EAST A DISTANCE OF 126.08 FEET;

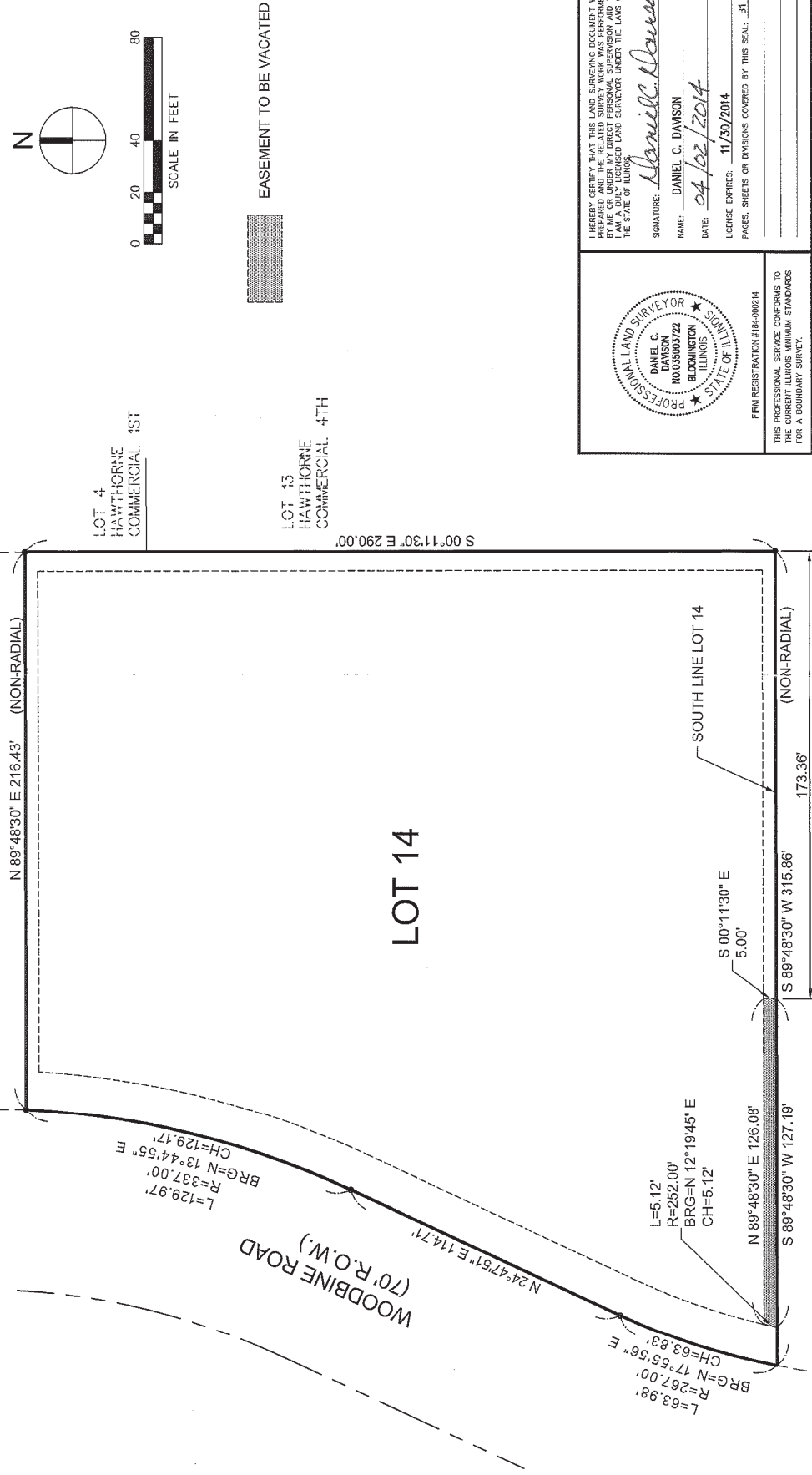
THENCE SOUTH 00 DEGREES 11 MINUTES 30 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

SAID DESCRIBED PARCEL CONTAINS 633.2 SQUARE FEET MORE OR LESS.

PIN # 15 – 31 – 227 – 015

Easement Vacation in Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision

A part of the Northeast 1/4, Section 31, Township 24 North, Range 3 East of the Third Principal Meridian
City of Bloomington, Mclean County Illinois



EASEMENT TO BE VACATED



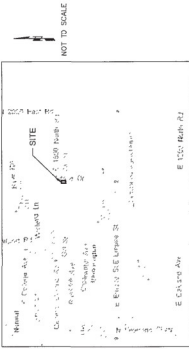
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.	
SIGNATURE: <i>Daniel C. Davison</i>	NAME: DANIEL C. DAVISON
DATE: 04/02/2014	LICENSE EXPIRES: 11/30/2014
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1	
FIRM REGISTRATION #184-000214	
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.	

Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision

A part of the Northeast 1/4, Section 31, Township 24 North, Range 3 East of the Third Principal Meridian
City of Bloomington, McLean County Illinois



Project Location Map



Surveyor's Certificate

STATE OF ILLINOIS)
COUNTY OF MCLEAN) ss
A PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN THE 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, AS SHOWN ON MAP NUMBER 171102308E AND 171102309E OF RECORDS OF THE RECORDERS OFFICE;
THENCE NORTH 88 DEGREES 48 MINUTES 33 SECONDS EAST 284.03 FEET ALONG THE NORTHERLY LINE OF SAID LOT 14 TO THE NORTHEAST CORNER OF SAID LOT 14;
THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS EAST 280.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 14 TO THE SOUTHEAST CORNER OF SAID LOT 14;
THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST 66.89 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 14;
THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS EAST DISTANCE OF 40.00 FEET;
THENCE SOUTH 88 DEGREES 48 MINUTES 33 SECONDS WEST A DISTANCE OF 154.88 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 14 IN THE 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, AS SHOWN ON MAP NUMBER 171102308E AND 171102309E IN SAID RECORDERS OFFICE;
THENCE NORTHEAST 104.32 FEET ALONG A 267.00 RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD BEARS NORTH 11 DEGREES 47 MINUTES 17 SECONDS EAST A DISTANCE OF 103.68 FEET;
THENCE NORTH 24 DEGREES 47 MINUTES 17 SECONDS EAST ALONG THE SOUTHEAST RIGHT-OF-WAY LINE A DISTANCE OF 114.71 FEET;
THENCE NORTH 88 DEGREES 48 MINUTES 33 SECONDS EAST ALONG THE SOUTHERLY LINE OF LOT 14 TO THE NORTHEAST CORNER OF SAID LOT 14;
CHORD BEARS NORTH 11 DEGREES 47 MINUTES 17 SECONDS EAST A DISTANCE OF 103.68 FEET TO THE POINT OF BEGINNING.
SAID DESCRIBED PARCEL, CONTAINS 1.56888 SQUARE FEET (1.872 ACRES) MORE OR LESS.
PM # 15-31-227-011
PM # 15-31-227-011
BEARINGS ARE BASED ON NORTH AMERICAN DATUM 1983 ZONE ILLINOIS EAST.
I FURTHER CERTIFY I HAVE SUBDIVIDED SAID PROPERTY INTO LOT, NUMBERED 14A INCLUSIVE, AND THE 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.
I FURTHER CERTIFY THAT THIS PROPERTY LIES WITHIN ZONE 2, AREAS DETERMINED TO BE OUTSIDE THE 0.2% FLOOD HAZARD ZONE, AS SHOWN ON THE FLOOD HAZARD MAP FOR MCLEAN COUNTY, ILLINOIS, MAP NUMBER 171102308E AND 171102309E, EFFECTIVE DATE JULY 16, 2008.

CONVEYANCE/RECORD	DATE
1405 WINTERBERRY CIRCLE	04/02/2014
BLOOMINGTON, IL 61705	
ATTORNEY	DATE
MARIA MCGRAW	11/30/2014
113 S MAIN ST	
BLOOMINGTON, IL 61705	
(309) 335-3461	

CITY ENGINEER'S CERTIFICATE	
STATE OF ILLINOIS)	COUNTY OF MCLEAN)
BLOOMINGTON, ILLINOIS, HEREBY CERTIFY THAT THE FOREGOING TRACED QUARTER CITY CLERK OF SAID CITY DO HEREBY CERTIFY THAT THE FOREGOING 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, PRESENTED, PASSED AND APPROVED OF SAID CITY COUNCIL, HELD ON _____ DAY OF _____, 2014, AND THE SAME WAS SELECTED TO SAME COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORDS OF THE PROCEEDINGS OF SAID COUNCIL.	
WITNESS MY HAND AND SEAL, THIS _____ DAY OF _____, 2014.	
CITY CLERK	CITY ENGINEER
	BLOOMINGTON, ILLINOIS

CITY CLERK'S CERTIFICATE	
STATE OF ILLINOIS)	COUNTY OF MCLEAN)
I, TRACEY JOBERT, CITY CLERK OF SAID CITY DO HEREBY CERTIFY THAT THE FOREGOING 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, PRESENTED, PASSED AND APPROVED OF SAID CITY COUNCIL, HELD ON _____ DAY OF _____, 2014, AND THE SAME WAS SELECTED TO SAME COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORDS OF THE PROCEEDINGS OF SAID COUNCIL.	
WITNESS MY HAND AND SEAL, THIS _____ DAY OF _____, 2014.	
CITY CLERK	CITY ENGINEER
	BLOOMINGTON, ILLINOIS

SHIVE-HARTMAN & ASSOCIATES, P.C.
2103 Eastland Drive | Bloomington, Illinois 61704
309.852.8862 | Fax: 309.852.8863 | shive-hartman.com
Bona | Bona | Bona | Bona | Bona
Illinois Permit Number: 194-000214

Resubdivision of Lot 14 in the
5th Addition to Hawthorne
Commercial Subdivision

1415 Woodbine Road
Bloomington, Illinois 61714

KEY PLAN

DESIGNED BY	JMB
APPROVED FOR	DDO
DATE	02/02/2014
FIELD BOOK	
PROJECT NO.	131100

SUBDIVISION PLAT

B1.1

April 4, 2014
Public Works Department

Hawthorne Commercial Park Resubdivision of Lot 14 Fifth Addition - Final Plat

220 110 0 Feet





FOR COUNCIL: April 14, 2014

SUBJECT: Petition from Hawthorne Commercial Park, LLC, requesting approval of a Final Plat for the Tenth (10th) Addition to Hawthorne Commercial Park Subdivision

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This subdivision is located near the intersection of Norma Dr. and Pamela Dr., west of Towanda Barnes Rd. The proposed Lot 22 of the 10th Addition is intended to be used as a future public park. The original Hawthorne Commercial Park Subdivision preliminary plan called for the dedication of a three (3) acre public park at the original farmhouse site along Towanda Barnes Rd. in accordance with the original land sales contract between the developer and Frances S. Kelley. Due to the sale of the land originally planned as a park, the developer is no longer able to dedicate a park in the originally intended location. The developer and the Kelley family have selected approximately 2.4 acres on the south side of Pamela Dr. as the new location for a future park.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Frances S. Kelly Family, Larry Bielfeldt.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager
John Kennedy, Director of Parks, Rec. and Cultural Arts

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Tap On Fee Memo
Attachment 3. Plat
Attachment 4. Map

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Tenth Addition to Hawthorne Commercial Subdivision;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Tenth Addition to Hawthorne Commercial Subdivision as submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Larry Bielfeldt

ORDINANCE NO. 2014 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
TENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION**

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

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

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Tenth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved subject to payment of required tap on fees in the amount of \$9,390.98.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 14th day of April, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

Legal Description of Property

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence North 239.97 feet along the West line of said tract of land to the South line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-way Document No. 2007-29741 in said Recorder's Office; thence Easterly 108.80 feet along said South line of Pamela Drive being the arc of a curve concave to the South having a radius of 465.00 feet and the 108.55 foot chord of said arc forms an angle to the left of 96 degrees 29 minutes 34 seconds with the last described course; thence East 306.14 feet along said South line which forms an angle to the left of 173 degrees 17 minutes 50 seconds with the last described course to the East line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence South 257.83 feet along said East line which forms an angle to the left of 89 degrees 54 minutes 55 seconds with the last described course to the Southeast corner of said tract of land, being a point on the South line of said Northeast Quarter; thence West 412.72 feet along said South line which forms an angle to the left of 89 degrees 21 minutes 50 seconds with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

PIN# 15 – 31 – 277 – 004

**MEMORANDUM**

Date: 4/1/2014 (2nd Revision)
To: Tracey Covert, City Clerk
From: Ryan L. Otto, P.E.
Re: **Hawthorne Commercial Subdivision, 10th Addition**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Hawthorne Commercial Subdivision, 10th Addition**. The final plat is scheduled for Council consideration at the April 14, 2014 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from **Hawthorne Commercial Subdivision 10th Addition** per the annexation agreement:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$723.30	\$368.88	\$1,092.18
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
6	Fee in lieu of Sidewalk	40100100-57320	\$8,298.80	\$0.00	\$8,298.80
	Total				\$9,390.98

Subdivision area 2.411 acres.

Frontage along G.E. Rd: 0'

of Residential Lots: 0

(1) G.E. Valley Sanitary Sewer: \$281/ac + 6% from 12/76

(2) G.E. Valley Sewer Extension: \$300/ac + 6% from 10/95 = \$300 X 2.411 + \$300 X 2.411 * 0.06 X 8.5 years = \$1,092.18

(3) G.E. Water Main: \$18/ft

(4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)

(5) Park Land Dedication fee 0.01624 acre per DU @ \$30,000/ ac

(6) Fee in lieu of Sidewalk along Pamela Drive (to be constructed by City at a later date):
(306.14+108.8) = 414.94' of Pamela Dr. frontage. Sidewalk Cost = 414.94' X 4' width X \$5.00/SF = \$8,298.80

B: Performance Guarantee

None

C: Bond for the Improvement of Adjacent Substandard Street (10 years)

None

cc: Jim Karch, Director of Public Works



Kevin Kothe, City Engineer

Chris Tomerlin, Finance

Jeff Jurgens, Interim Corporation Counsel

John Kennedy, Director Parks, Recreation and Cultural Arts Department

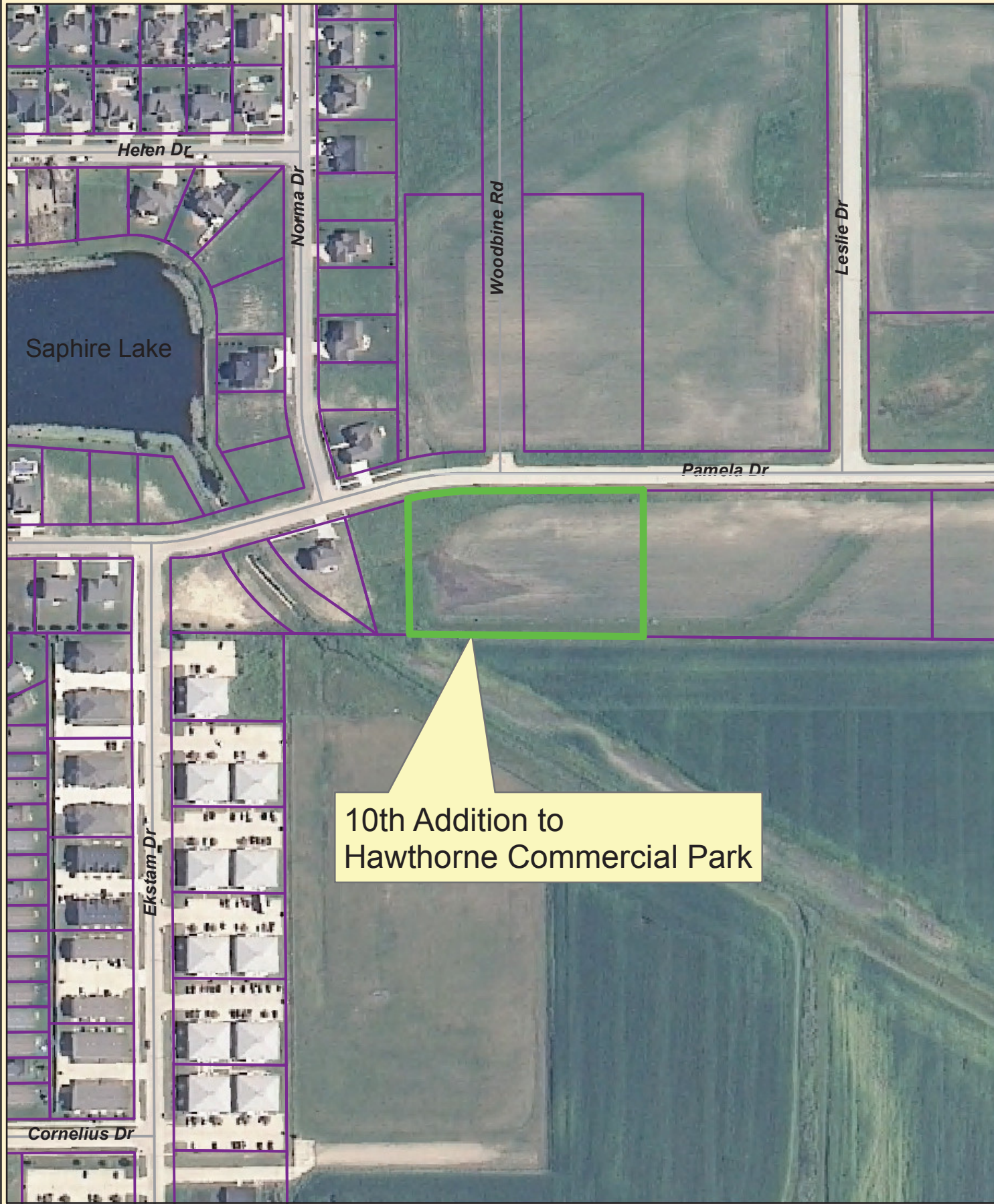
Mark Woolard, City Planner

Don Adams, Farnsworth Group

file

Hawthorne Commercial Park 10th Addition - Final Plat

220 110 0 Feet



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

www.jvw.com
Engineers | Architects | Surveyors | Scientists

PROJECT

**TENTH ADDITION TO
HAWTHORNE
COMMERCIAL
SUBDIVISION**

BLOOMINGTON, ILLINOIS

Date: 02-19

Reviewed:
Book No.: 3114/17 Field: 02/18
Project No.: 0140248
SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

—

File No. 24-890

[illegible]

Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61704

By: Erent A. Bazan
Erent A. Bazan
Professional | and Success No. 1715

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

DATE: 2-19-14
 EXP. DATE: 11-30-2014
 DESIGN FIRM REGISTRATION NO. 184-001808

NOTES:

NOTES:

1. Part of P.I.N. 15-31-277-004

OWNER / DEVELOPER:
LARRY D. BIELFELDT
1 INGLEWOOD LANE
BLOOMINGTON, ILLINOIS

CITY CLERK'S CERTIFICATE

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that foregoing is a true and complete copy of an original _____ Term Addition to Madison County Subdivision; pursuant, _____, Regularly scheduled City Council, held on the _____ Day of _____, 2014, by and after the vote of the majority of all members said council, the votes having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington this _____ day of _____, 2014.

Witness my hand and seal of said city of Bloomington this _____ day of _____, 2014.

City Clerk

CITY ENGINEER'S CERTIFICATE

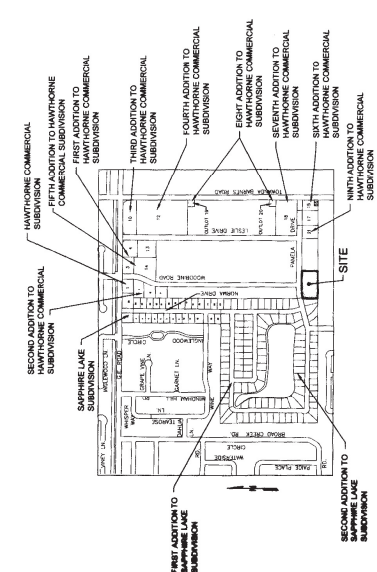
STATE OF ILLINOIS)
) SS
 COUNTY OF McLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification thereto meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2014.

day of _____

City Engineer
Bloomington, Illinois



KEY MAP
NOT TO SCALE



FOR COUNCIL: April 14, 2014

SUBJECT: Petition submitted by Hawthorne Commercial Park, LLC, requesting approval of a rezoning from B-1, Highway Business District, to S-2, Public Lands and Institutions District, for the property located on Lot 22, Tenth Addition to Hawthorne Commercial Subdivision on the south side of the intersection of Pamela Dr. and Woodbine Rd., which is to be deeded to the City for a park.

RECOMMENDATION/MOTION: That the Rezoning Petition be approved and the Ordinance passed.

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

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

BACKGROUND: The land subject to the rezoning is located in a large area of undeveloped land to the east, north and south of the intersection of Pamela Dr. and Woodbine Rd.; however, the land to the west, northwest and southwest is already developed as residential. Previous discussions and plans had indicated a park would go in the northeast portion of this site between Towanda Barnes Rd. and Leslie Dr. The developer, as a result of private litigation, is now seeking to rezone land on the south side of Pamela Dr. and dedicate that land to the City to be used as a park.

This case was before the Planning Commission for a public hearing and review on March 26, 2014. The petitioner and his attorney spoke at the hearing in favor of the petition. (See the accompanying minutes of the proceedings.) Staff stated that S-2 zoning is consistent with the zoning of other city parks and explained that the petitioner was under a court order to deed this parcel over to the City to be used for a park. Three (3) citizens from nearby neighborhoods spoke in opposition to the petition or questioned the need for the rezoning. The opposition was concerned that the change to S-2 zoning might encourage rezoning of other land in the area to S-2 and thereby encourage multi-family apartment developments. The Planning Commission voted to recommend approval of the rezoning by a vote of 6 - 2. It should be noted that any further rezoning would need to go before both the Planning Commission and City Council in order to be approved and that no further rezoning to S-2 is anticipated in this area at this time.

The designated area is a good location for a park as it will serve residences that are in close proximity to the site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 24 property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: Once the land is deeded to the City, there should be a decrease in property tax revenues as it will no longer be privately owned. Once the land is developed as a park property, taxes of nearby residences could increase.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim PACE Director
John Kennedy, Director of Parks, Rec. and Cultural Arts

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal Description
Attachment 2. Planning Commission Report
Attachment 3. Planning Commission Minutes 3/26/14
Attachment 4. Plat Map
Attachment 5. Aerial Site Map
Attachment 6. Mailing Map
Attachment 7. Mailing List

Motion: _____ Seconded by: _____

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

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner,
respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of B - 1, Highway Business District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S - 2, Public Lands & Institutions zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from B - 1, Highway Business District to S - 2, Public Lands & Institutions District.

Respectfully submitted,

By: Larry Bielfeldt

ORDINANCE NO. 2014 - ____

**AN ORDINANCE REZONING TENTH ADDITION TO HAWTHORNE COMMERCIAL
SUBDIVISION FROM B - 1 HIGHWAY BUSINESS DISTRICT
TO S - 2 PUBLIC LANDS & INSTITUTIONS DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

NOW THEREFORE BE IT ORDAINED by the City of Bloomington, McLean County, Illinois,

1. That the premises hereinafter described in Exhibit "A" shall be and the same are hereby rezoned from B - 1 Highway Business District to S - 2 Public Lands & Institutions District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence North 239.97 feet along the West line of said tract of land to the South line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-way Document No. 2007-29741 in said Recorder's Office; thence Easterly 108.80 feet along said South line of Pamela Drive being the arc of a curve concave to the South having a radius of 465.00 feet and the 108.55 foot chord of said arc forms an angle to the left of 96 degrees 29 minutes 34 seconds with the last described course; thence East 306.14 feet along said South line which forms an angle to the left of 173 degrees 17 minutes 50 seconds with the last described course to the East line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence South 257.83 feet along said East line which forms an angle to the left of 89 degrees 54 minutes 55 seconds with the last described course to the Southeast corner of said tract of land, being a point on the South line of said Northeast Quarter; thence West 412.72 feet along said South line which forms an angle to the left of 89 degrees 21 minutes 50 seconds with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

PIN# 15 – 31 – 277 - 004

To: Bloomington Planning Commission

From: Staff

Subject: Z-01-14. Public hearing and review on the petition submitted by Hawthorne Commercial Park, LLC requesting the approval of a Rezoning from B-1, Highway Business District to S-2, Public Lands and Institutions, for Lot 22, Tenth Addition to Hawthorne Commercial Subdivision located on the south side of the intersection of Pamela Drive and Woodbine Road, consisting of approximately 2.41 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: B-1, Highway Business District
South: A, Agriculture (County Zoning)
East: B-1, Highway Business District
West: R-2, Mixed Residence District

Adjacent Land Uses

North: Vacant
South: Vacant
East: Vacant
West: Vacant

The Comprehensive Plan calls for regional/highway commercial for the site.

The land subject to the petition is currently vacant, level and void of trees and structures. It is in a large area of undeveloped land to the east, north and south but developed residential to the west. Previous discussions and plans had indicated a park would go in northeast of this site between Towanda Barnes Road and Leslie Drive however now the developer is seeking a rezoning of the land off Pamela. The intention is that this will become a city park. The proposed location is perhaps better suited for a park in that it is further from a heavily traveled arterial road, namely Towanda Barnes Road. The new location also is much closer to areas already developed as residential. The location near Towanda Barnes is more likely to be developed with nearby businesses resulting in a park that would be less compatible with the adjacent land uses.

Rezoning petitions should be reviewed with an analysis of other potential land uses that would be permitted with the proposed zoning and whether those uses are compatible with existing or probable nearby land uses. See the attached tables. In this situation a park is allowed with the existing or proposed zoning. However the B-1 zone allows many other uses that are not as compatible with the adjacent residential areas to the west. Most of the uses in the S-2 zone are more compatible with the adjacent residential uses however it does allow multi-family residential as a use permitted by right. Although the city council recently denied a special use for multi-family residences which would be a concern with this petition if it were not the fact that the petitioner will soon be deeding the land to the city. Thus staff supports the request.

STAFF RECOMMENDATION:

Staff recommends the planning commission pass a motion recommending that the City Council rezone the property in Case **Z-01-14** from B-1, Highway Business District to S-2, Public Lands and Institutions District, for Lot 22, Tenth Addition to Hawthorne Commercial Subdivision located on the south side of the intersection of Pamela Drive and Woodbine Road, consisting of approximately 2.41 acres.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MARCH 26, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Schulz, Mr. Wills, Mr. Diamond, Mr. Balmer, Mr. Pearson, Mr. Scritchlow, Mr. Cornell, Mr. Cain

MEMBERS ABSENT: Mr. Stuckey, Mr. Stanczak

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director of Planning and Code Enforcement
Mr. George Boyle, Assistant Corporation Counsel

CALL TO ORDER: Chairman Cain called the meeting to order at 4:01 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: Mr. Mike Biggs, 3701 Gina Drive, asked why the agenda for this meeting was not published on the website. Mr. Woolard stated that the agenda was posted today.

MINUTES: The Commission reviewed the February 26, 2014 minutes. On page two, in the seventh paragraph 'and Mr. Cornell' is to be added after 'Mr. Pearson.'

Mr. Pearson moved to approve the corrected February 26, 2014, minutes. Mr. Balmer seconded the motion which passed 8-0 with following votes being cast on roll call: Mr. Schulz--yes; Mr. Wills--present; Mr. Diamond--present; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--Yes; Mr. Stuckey-- absent; Mr. Stanczak-- absent.

REGULAR AGENDA:

Z-01-14. Public hearing and review on the petition submitted by Hawthorne Commercial Park, LLC requesting the approval of a Rezoning from B-1, Highway Business District to S-2, Public Lands and Institutions, for Lot 22, Tenth Addition to Hawthorne Commercial Subdivision located on the south side of the intersection of Pamela Drive and Woodbine Road, consisting of approximately 2.41 acres. (Ward 3)

Northeast Subcommittee: Mr. James Pearson, Mr. Bill Schulz.

Council Date: April 14, 2014.

Chairperson Cain introduced the petition. Mr. Woolard explained the location of the property and explained the intent of the applicant is to donate the property for a city park. Staff is recommending approval.

Mr. Schulz asked why the owner is changing the zoning district and why is he deeding the property to the city? Mr. Woolard explained the original land owner of the subdivision wanted a park to be in place. Even though the park location has been changed and land size is a not significantly smaller and the new location is actually more compatible with the surrounding area.

Chairperson Cain opened the public hearing and invited the petitioner to speak. Mr. Larry Bielfeldt was sworn in and explained this petition brings compliance with a development agreement into compliance with the land seller, Francis Kelley. He stated that the area is best due to the housing developments

nearby. Mr. Bielfeldt stated that the agreement was between two to three acres. The preliminary plan located it near the original farmstead based on the land seller's request. Mr. Bielfeldt stated that the land will be deeded as is to the city.

Mr. Koehler stated that engineering has confirmed with the developer that funding will be provided to extend sidewalks across the front of the property, adjacent to the street.

Mr. Pearson stated that the location is good and thanked Mr. Bielfeldt.

Mr. Bielfeldt stated the sidewalk was not part of the original agreement. He agreed to go ahead with it. Mr. Bielfeldt's opinion is the time to place the sidewalk should be at the time when the rest of the development is made.

Mr. Diamond asked Mr. Bielfeldt the intention of the land North of Pamela Drive as there is rezoning. Mr. Bielfeldt stated there are no plans as they are waiting on a sale. Mr. Bielfeldt stated the street will eventually go through and it's zoned B-1.

Mr. Michael Biggs, 3701 Gina Drive was sworn in and asked if a park is allowed under zone B-1, which is the current zoning designation, why does it need to be rezoned to a S-2? There may be an ulterior motive as under S-2 townhouses and apartments are permitted. About a year ago, neighbors were here, with concern over townhouses and apartments on this land. What protection does area homeowners have that with a rezoning to a S-2 today and if the deal falls through he wouldn't place townhouses and apartments in this area? This was Mr. Bielfeldt's original attempt a year ago which was rejected by this commission and the city council. Mr. Schulz stated the property will be deeded to the city so the city can resell it if they want. Mr. Biggs stated the city could resell it as a B-1 in its current zone and area residents would not have to worry about apartments. Mr. Biggs suggested leaving the zone as is, accept the deed and go forward.

Mr. Boyle stated the city has been in contact with the Kelley family attorney, who provided court papers. The court order required Mr. Bielfeldt to deed this over to the city as a park. The city had some reservations as it was a bit smaller than the three acres, but after consideration by the parks people, they decided to do it as it was a good spot. Mr. Boyle stated there is no intention of selling it or having any apartments. The city is accepting this in the spirit of the court order as a park. The city clerk and the engineering department suggested the zoning be changed from B-1 to S-2 in order to be consistent with other park areas. The intent of S-2 would be more likely to preserve it as a park than B-1. Mr. Boyle stated that he has been involved in the discussions and the city has no intention to use this land for anything other than a park. Mr. Boyle addressed the question of maintaining the zoning as B-1 which could delay some things but ultimately the rezoning doesn't affect the transition of the land to the city.

Elizabeth Cuba, 3705 Gina Drive, was sworn in and asked if the lot to be deeded for the park is the only piece of property zoned S-2 while everything around it remains the B-1 zone. Chairman Cain stated that was our understanding as well.

Mr. Biggs stated if the S-2 zoning was allowed, then the rest of that nearby property, which is extensive, could be a looked at to change to S-2. That would allow for apartment development where if this land was kept at a B-1, we would not have to worry about a high density residence area. These are issues we tried to address last time, including traffic. Woodbine Drive doesn't exist, and it probably never will exist. We have had speed bumps put into our subdivision because of the traffic pattern coming through Ekstam Drive through Pamela to Norma Drive. What prohibits a developer from carrying through the S-2 on other property south of Pamela Drive? If S-2 is allowed here for the first time, then what is to stop a developer from making the argument of continuing the S-2 area for development? There are no other S-

2's in that area, we don't want to open a new can of worms and expose us to density problems in the future with every parcel of development. Mr. Boyle stated the intention of the S-2 zone was so that it would be for a park. Mr. Biggs stated for the sake of the residents, let's keep this a B-1, which may cause a bit of inconvenience, but it puts the residents of that area at a piece of mind knowing that there is no pattern started to move this from a B-1 business environment to a S-2 which permits apartment buildings. We have enough apartments in that area. That is my objection to this whole transition, it opens up for that and makes it much easier.

Sam Bridger, 1103 Raider Run, was sworn in and echoed what the other residents said. Mr. Bridger stated it does seem odd that a land donation to the city requires a rezoning first. If you are going to donate the land to the city, then donate the land and worry about the zoning afterwards. Second, does the court order require this piece of land to be set aside as the park? The answer is probably 'no', however due to a lawsuit, the park location was changed. If this piece is specifically mentioned in the court order and it must be a park based on an issued judgment, then this discussion is likely mute.

Mr. Boyle stated that this specific piece of land is in the court order. He said, when the petition was filed there was an effort to make sure it was a piece of land that was in fact corresponding to that court order. The order didn't say it had to be rezoned. The order stated it just needed to be given to the city as a park.

Mr. Bridger stated that the order then isn't necessarily incumbent upon the city to follow through on making it a park, but just to receive the land in the spirit of intending it to be a park. He stated he heard discussion that maybe the city would sell it in the future. Mr. Biggs previously pointed out that if the zone is S-2 then it might be less valuable than if zoned B-1. Is that even likely that if the court order extends to the obligation of the city in this matter as well? Mr. Boyle responded that the city is accepting it as a park. There are no plans to sell it. It is fair to say though; it is not an order for the city to keep it as a park. The city is not a party to the court case, with that said, the city wants a park there. Mr. Bridger said, the city may decide to exercise their right to do what it wants with the piece of land at some point in the future and that is insulated from this decision. The developer may not take a decision to rezone it to S-2 and then choose a different site for a park and use this piece for apartments. Therefore it would pretty much belay the fears of the residents in this matter, at least mine, though I can't speak for others.

Mr. Boyle stated a judgment was in place and in December he was specifically ordered to begin the steps. On March 4, the court monitored the progress of this case. The court actually is monitoring this case to make sure that this particular piece of property is dedicated to the city as a park.

Mr. Biggs asked if Mr. Bielfeldt could appeal this court decision and then have this land come back to him as an S-2? Mr. Boyle explained is that Mr. Bielfeldt is unlikely to appeal this. Ms. Julia Davis, 1313 E. Washington Street, attorney for Hawthorne Commercial Park, LLC, stated that the final judgment was issued in June of 2013, and we are past any option for Mr. Bielfeldt to appeal.

Ms. Cuba asked for clarification on the move to an S-2 instead of leaving B-1 in place when a park is allowed in B-1. Mr. Boyle stated the intent was to be consistent with the area park zones based on the clerk's recommendations. The engineering recommendation concurred the S-2 would offer a way to protect this as a park. Mr. Woolard stated most parks and community facilities have the S-2 zoning. A S-2 is a more narrow focus and is less likely to change hands to a restaurant or office development. Ms. Cuba stated that she is looking down the road, and if this is changed to a S-2 property, then the area around it would be changed to S-2. It's a slippery slope and sees the park being sold in the future. Mr. Woolard explained that future rezoning or special uses would require a public hearing. Chairman Cain stated that it's not automatically allowed. Ms. Cuba asked to keep this zone a B-1.

Mr. Koehler stated this commission is an advisory commission. The ultimate decision would be made by the city council. The S-2 zoning is consistent with the zoning for other city parks. The intention of the parks and recreation and engineering departments is to develop this as a park. The city hasn't accepted the property yet and will likely be having discussion on the disposition of the property. The smallness of the property would indicate not suitable for anything other than a park to serve the area residents.

Chairman Cain asked if there were any further questions or comments from the audience and no one spoke. Chairman Cain closed the public hearing.

Mr. Wills stated that the commission always tries to view 20-30 years down the road as to what could happen. He is concerned about tethering the deed to the S-2 rezoning and recommended leaving the B-1 zoning on it as he is not in favor of rezoning it.

Mr. Pearson stated if the intent is for a park, you must take it at face value. There is no reason to speculate of what it could be.

Mr. Balmer empathized with some frustrations of the residents and can understand the reasoning behind their fears for the future, but nothing precludes another from buying a property and placing the request forward. All property has to go through the same process of coming before the planning commission and city council. At the same time, the city wants to be consistent in how their properties are issued as part of the code. We are going forward with an upcoming revision of and hopefully a complete rewrite of the comprehensive plan with a zoning code. There have been scenarios before boards/commissions and ultimately the city council which shows us that the code needs rewritten. There is no reason as part of our recommendation to the city council, that this be rezoned with park verbiage within.

Mr. Diamond has a concern as this would be a spot zoning for the S-2 impacting future petitions. It is much easier to change a zone to something once located next to it.

Mr. Scritchlow stated this would add uniformity as to what the city owns.

Mr. Pearson moved to approve the application with the rezoning from B-1, Highway Business District to S-2, Public Lands and Institutions, for Lot 22, Tenth Addition to Hawthorne Commercial Subdivision located on the south side of the intersection of Pamela Drive and Woodbine Road, consisting of approximately 2.41 acres and deeded to the city as a park. Mr. Schulz seconded the motion which passed by a vote of 6 to 2 with the following votes being cast on roll call:

Mr. Schulz--yes; Mr. Wills--No; Mr. Diamond--No; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--yes; Mr. Stuckey--absent; Mr. Stanczak--absent.

3201 CIRA DR STE 200
BLOOMINGTON IL 617048396

104 WEXFORD CT
NORMAL IL 617612289

104 WEXFORD CT
NORMAL IL 617612289

1209 Norma Dr
Bloomington IL 617048404

PO BOX 1086
BLOOMINGTON IL 61702

1707 E Hamilton Rd
Bloomington IL 617049607

104 WEXFORD CT
NORMAL IL 617612289

3624 PAMELA DR
BLOOMINGTON IL 617044044

3625 Pamela Dr
Bloomington IL 617044044

1206 NORMA DR
BLOOMINGTON IL 617048404

1207 NORMA DR
BLOOMINGTON IL 617048404

1205 NORMA DR
BLOOMINGTON IL 61704

100 W UNIVERSITY AVE
CHAMPAIGN IL 618208800

2211 W BRADLEY AVE
CHAMPAIGN IL 61821

100 W UNIVERSITY AVE
CHAMPAIGN IL 618208800

1204 NORMA DR
BLOOMINGTON IL 617048404

1202 NORMA DR
BLOOMINGTON IL 617048404

20926 E 1300 NORTH RD
BLOOMINGTON IL 61705

1201 Norma Dr
Bloomington IL 617048404

3801 GENERAL ELECTRIC RD STE 2B
BLOOMINGTON IL 617044193

3801 GENERAL ELECTRIC RD STE 2B
BLOOMINGTON IL 617044193

3705 PAMELA DR
BLOOMINGTON IL 617044000

3701 PAMELA DR
BLOOMINGTON IL 617044000

20926 E 1300 NORTH RD
BLOOMINGTON IL 617055487

208 PRAIRIE RIDGE DR
LEXINGTON IL 617534509

1208 NORMA DR
BLOOMINGTON IL 617048404

20926 E 1300 NORTH RD
BLOOMINGTON IL 617055487

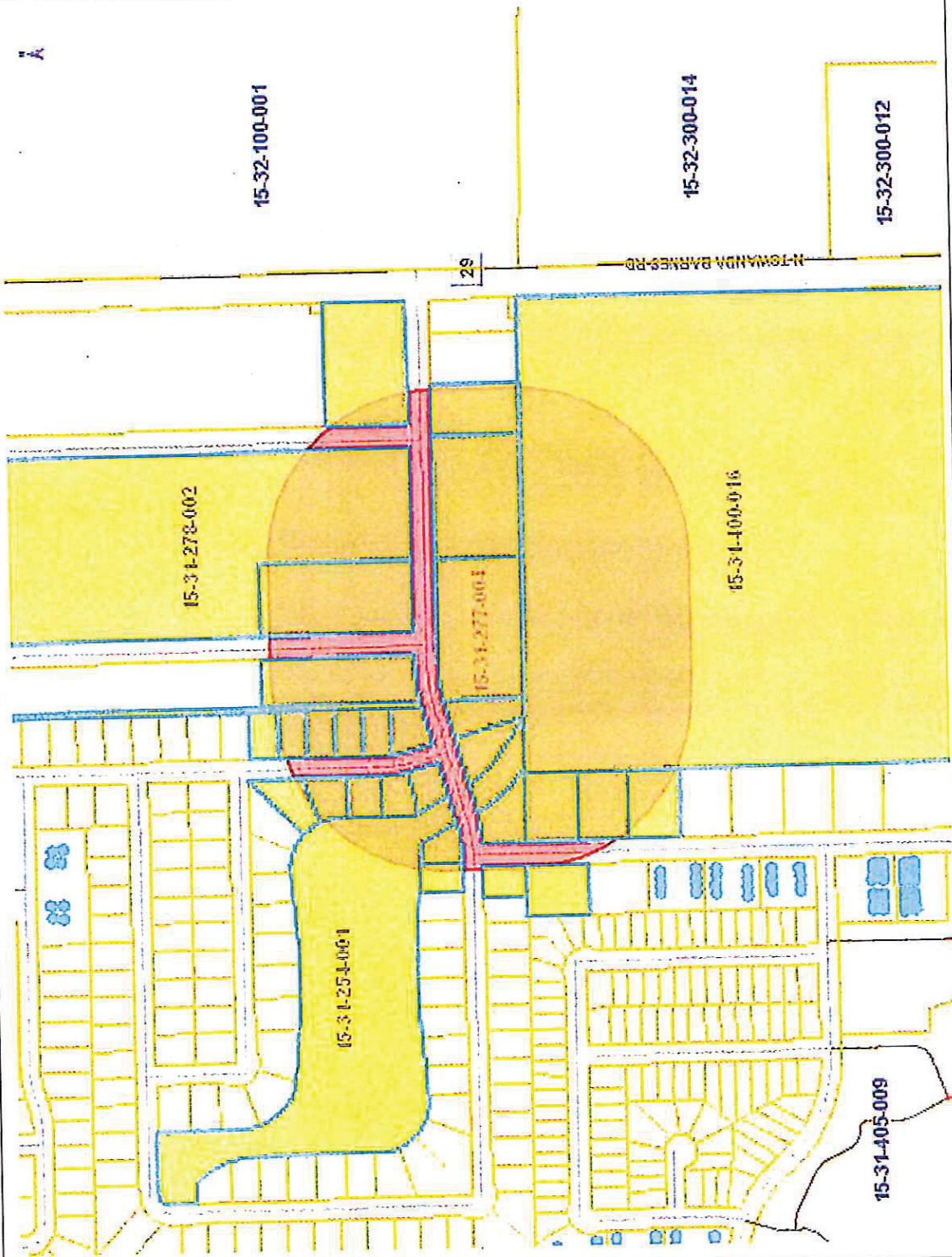
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BLOOMINGTON IL 617048404

202 N CENTER
BLOOMINGTON IL 61701

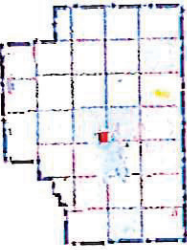
3004 GE RD, STE 1
BLOOMINGTON IL 61704



3809 & 3903 Pamela Drive 500 FT Buffer for Mailings



- Legend**
- Parcels
 - Condo_Improve
 - Interstates
 - US_Highways
 - State_Highways
 - County_Highways
 - County_Rd
 - PAVED
 - UNPAVED
 - City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
 - Railroad
 - County



Notes

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0.2 Miles

0.11

1:7,078

Printed: 3/14/2014 10:10:56 AM

Gina Dr

Helen Dr

Norma Dr

Woodbine Rd

Leslie Dr

Pamela Dr

Towanda-Barnes Rd

B-1

R-2

Subject
Site

B-1

County Zoning - Agriculture

Ekstam Dr

C-1

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Engineers | Architects | Surveyors | Scientists

BLOOMINGTON, ILLINOIS	02-11-
Date:	
Design/Drawn:	
Reviewed:	
Book No.: 3114/17	Field 02/11/17
Project No.: 0140248	

FINAL PLAT

8077 MADISON AVE.

File No.:

3715
PROFESSIONAL
LAND SURVEYOR

Dr. B. B. B.
Brent A. Bazzani

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

NOTES:

OWNER / DEVELOPER:
LARRY D. BIEFELD
1 INGLEWOOD LANE
BLOOMINGTON, ILLINOIS

I, _____ City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Term Addition to Telephone Commercial Subdivision," presented and approved at a regular meeting of said City Council, held on the _____ Day of _____, 20____ by a affirmative vote of the majority of all members of said council, the vote having been taken by roll call and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 20____

Ca. Clut.

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) ss.

I, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plan and the plans and specifications therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 21 of the Bloomington City code.

Dated at Bloomington, Illinois, this 2014 day of 2014

City Engineer
Bloomington, Illinois

KEY MAP

NET MAINTENANCE

NE 1/4 SEC. 31, T.24N., R.3E. 3PM



FOR COUNCIL: April 14, 2014

SUBJECT: Petition from Hershey Grove, LLC, to rescind the Final Plat of the Hershey Grove Fourth (4th) Addition Phase I previously approved by Council and approve the Final Plat for the Fourth (4th) Addition to Hershey Grove Subdivision

RECOMMENDATION/MOTION: That Ordinance 2009 – 02 be rescinded, the Final Plat be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This subdivision is located south of Ireland Grove Rd. and east of Hershey Rd. The Final Plat is in conformance with the Preliminary Plan approved in April 2002. The proposed addition consists of ten (10) single-family residential lots.

The Final Plat of Hershey Grove Fourth (4th) Addition Phase I was approved by Council on January 12, 2009. The tap on fee was paid and the documents to be recorded were picked up by the petitioner in March 2010. It was recently discovered that the documents were never taken to the County Recorder's office. Therefore, the initial final plat ordinance must be rescinded as the petitioner wishes to refile for approval of a final plat for this property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Hershey Grove LLC, Farnsworth Group.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance to Rescind 2009-02
Attachment 2. Petition for Final Plat
Attachment 3. Ordinance
Attachment 4. Legal Description
Attachment 5. Tap On Memo
Attachment 6. 2009 Bond
Attachment 7. Map
Attachment 8. Plat

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 - ____

**AN ORDINANCE RESCINDING
THE ORDINANCE PREVIOUSLY APPROVING
THE FINAL PLAT OF THE FOURTH ADDITION
PHASE I HERSHEY GROVE SUBDIVISION**

For the reasons set forth in the Council Memorandum for Approval of the Fourth Addition to Hershey Grove Subdivision, which Petition is valid and sufficient, and the Petition should be granted.

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

1. That Ordinance Number 2009 - 02 approved by Council on January 12, 2009 be rescinded;
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

Tari Renner, Mayor

ATTEST:

Tracey Covert
City Clerk

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hershey Grove, L.L.C. an Illinois limited liability company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as the Fourth Addition to Hershey Grove Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Final Plat for Fourth Addition to Hershey Grove Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Hershey Grove LLC,

By: Steve Snyder, as Trustee of Land Trust
No. HG-1

ORDINANCE NO. 2014 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT
OF THE FOURTH ADDITION TO HERSHEY GROVE SUBDIVISION**

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

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

1. That the Final Plat of the Fourth Addition to Hershey Grove Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

Tari Renner, Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

Fourth Addition to Hershey Grove Subdivision

A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Easternmost Corner of Lot 94 in the Third Addition to Hershey Grove Subdivision in the City of Bloomington, Illinois, according to the Plat recorded as Document No. 2004-38517 in the McLean County Recorder's Office. From said Point of Beginning, thence southwest 116.95 feet along the Southeasterly Line of said Lot 94 to the Southernmost Corner of thereof; thence southeasterly 58.10 feet along the Northeasterly Right-of-Way Line of Keybridge Way as dedicated in said Third Addition being the arc of a curve concave to the northeast with a radius of 345.00 feet and the 58.03 foot chord of said arc forms an angle to the right of $85^{\circ}-10'-33''$ with the last described course to the Easternmost Corner of said Keybridge Way; thence southwest 237.12 feet along the Southeasterly Line of said Keybridge Way and the Southeasterly Lines of Lots 93, 92, and 91 in said Third Addition which form an angle to the right of $265^{\circ}-10'-33''$ with the last described chord to the Southeast Corner of said Lot 91; thence east 408.25 feet along the North Lines of Lots 89 through 84, inclusive, in said Third Addition which form an angle to the right of $65^{\circ}-34'-14''$ with the last described course to the Northeast Corner of said Lot 84; thence north 125.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence east 3.21 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence north 185.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the South Line of Ireland Grove Subdivision according to the Plat recorded as Document No. 2003-6526 in said Recorder's Office; thence west 185.71 feet along the South Lines of Lots 31 through 27, inclusive, in said Ireland Grove Subdivision which form an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a point of curvature; thence northwesterly 118.42 feet along the arc of said curve concave to the northeast with a radius of 220.00 feet and the 117.00 foot chord of said arc forms an angle to the right of $195^{\circ}-25'-12''$ with the last described course to the Point of Beginning, containing 2.56 acres, more or less.

P.I.N. 21-13-104-030



CHANGE IN SURETY COMPANY RIDER

To: CITY OF BLOOMINGTON
-
BLOOMINGTON, IL 61701- USA

To be attached to and form part of: Bond Number: 400SN4943
Former Bond Number:
Bond Limit: \$250,000.00

Issued on behalf of: HERSHEY GROVE, LLC
#1 BRICKYARD DRIVE
BLOOMINGTON, IL 61701

And in favor of: CITY OF BLOOMINGTON
-
BLOOMINGTON, IL 61701- USA

The purpose of this Rider is:

CHANGE IN SURETY COMPANY

Effective December 26, 2009, the surety on the above referenced bond is Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America replaces St. Paul Fire and Marine Insurance Company as surety. The termination of liability under the St. Paul Fire and Marine Insurance Company bond is a condition precedent to the change of surety.

Signed, sealed and dated this 20 day of October, 2009.

Travelers Casualty and Surety Company of America

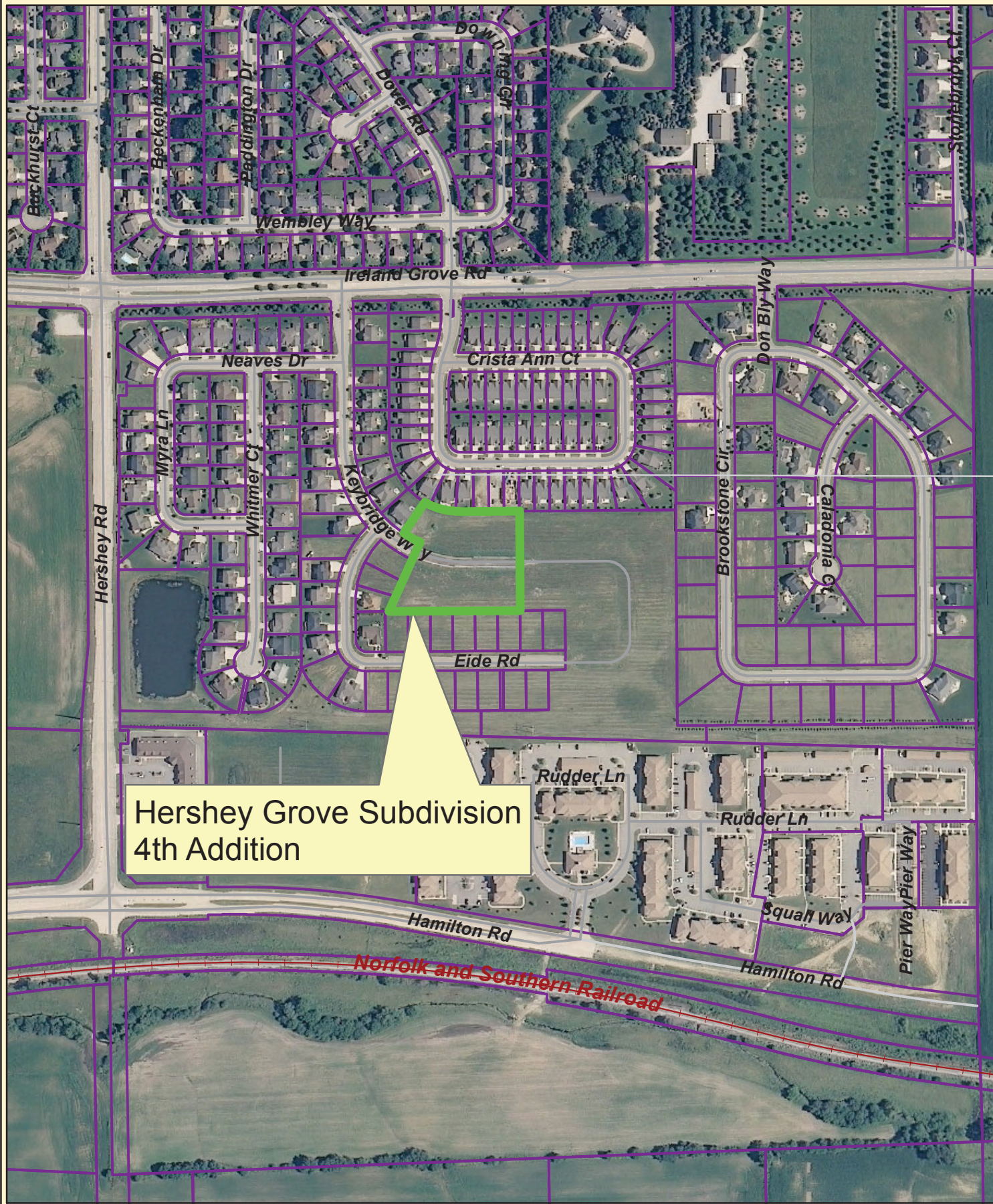
By:

Joseph L. Nespor, Attorney-In-Fact



Hershey Grove Subdivision 4th Addition - Final Plat

375 187.5 0 Feet





FOR COUNCIL: April 14, 2014

SUBJECT: Petition submitted by Dennis Pulliam, requesting approval of a Special Use Permit for a Two-Family Residence for the property located at 611 S. Clayton St.

RECOMMENDATION/MOTION: That Council deny the Petition for the Special Use Permit for a Two-Family Residence.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4c. Preservation of property home evaluations, and 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: The lot at 611 S. Clayton is substandard for the minimum lot size and width as required by the Zoning Ordinance. Occupying the site with a two-family dwelling will encourage neighborhood density and overcrowding. In turn this may weaken property values and along with being rented out will discourage residents from taking responsibility for their properties and neighborhood.

The petitioner is requesting the approval of a special use for a two-family residence. The lot is 6,725 square feet in area and 46' wide. The ordinance's standard for a two dwelling unit is a minimum of 13,200 square feet and 50' in width for the R-1C, Single-Family Residence District. Thus the lot is substandard for a two-family dwelling in this zoning district.

This case was before the Zoning Board of Appeals for a public hearing and review on March 19, 2014. The petitioner spoke in favor of the petition. He explained he has recently acquired the property which has been vacant but it had been a two (2) family residence and he wants to reestablish such. No one else from the public spoke in favor or against the petition.

Staff has evaluated the project and finds it to be an inappropriate use for the site. This is based on the lot being a substandard lot as well the fact that the overwhelming majority of the neighborhood uses are single family residences and not two units. Since the lot is smaller in size and the related issues description herein staff has felt obligated to recommend denial.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 7 - 0 condition. They felt since there was a two (2) family residence there at one time and since the building was an old store front at one time that it lends itself to a two (2) unit more than a single family dwelling. The building is indeed unique to the neighborhood. There was a two (2) family dwelling established in the building and then both units became vacant and it was sold to the current owner who is also the applicant in this case. The Board also felt in this case the applicant is only trying to reestablish what was there for several years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to 74 property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The financial impact on the city revenues should slightly increase with some remodeling resulting in the property taxes increasing if approved but the same may occur with a denial.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim PACE Director

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. ZBA Report
Attachment 3. Unapproved Minutes ZBA meeting 3/19/14
Attachment 4. Parking diagrams (2)
Attachment 5. Neighborhood Mailing List
Attachment 6. Neighborhood Mailing Map
Attachment 7. Site Map
Attachment 8. Building photo

Motion: _____ Seconded by: _____

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

State of Illinois)
) ss.
County of McLean)

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

Now comes Dennis Pulliam, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R – 1C under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code a duplex allowed as a special use in an R – 1C, zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R – 1C zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-1C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

Dennis Pulliam

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DUPLEX
FOR PROPERTY LOCATED AT:
611 S. CLAYTON STREET**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Duplex for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Special Use Permit for a Duplex on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____th day of April, 2014.

Tari Renner,
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT A

Tract No. 9: The North 46 feet of Lot 8 in the Subdivision of Lot 3 of the Assessor's Subdivision of the North East $\frac{1}{4}$ of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-09-226-019

REPORT

To: Zoning Board of Appeals

From: Staff

Subject: **SP-02-14** Public Hearing and Review on the petition submitted by Dennis Pulliam requesting approval of a special use permit for a two-family residence for the property located at 611 South Clayton Street. Zoned R-1C, Single-Family Residence District.

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-1C, Single-Family Residence District
South: R-1C, Single-Family Residence District
East: R-1C, Single-Family Residence District
West: R-1C, Single-Family Residence District

Adjacent Land Uses

North: Residence
South: Residence
East: Residence
West:

The Comprehensive Plan calls for the property to be low density residential.

This petitioner is seeking a special use for a two-family dwelling in an existing building. The building has been used as a two-family residence but the use has been abandoned. Staff is concerned that the small parcel is insufficient for a two-family and will result in a higher neighborhood density in the single-family zone.

Traffic and parking

The developer is complying with the required amount of parking. No parking has been proposed to be on the street although most of the rear yard will be occupied with parking. Access will be off Clayton by a one way drive with exiting by the alley.

Action by the Board of Zoning Appeals.

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the special use will be detrimental to the public health in that it will increase the neighborhood density.

2. that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; the use will be injurious to others with a high residential density on a substandard lot and thereby diminishing the single-family character of the neighborhood.

3. that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district; the use will discourage single-family redevelopment in the neighborhood and encourage other two-family residences on substandard lots.

4. that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided; utilities and drainage will be provided and be in compliance with city code.

5. that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and traffic concerns and ingress and egress will meet city standards.

6. that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137) since there is an existing lot of record the minimal parcel size will not be adhered to.

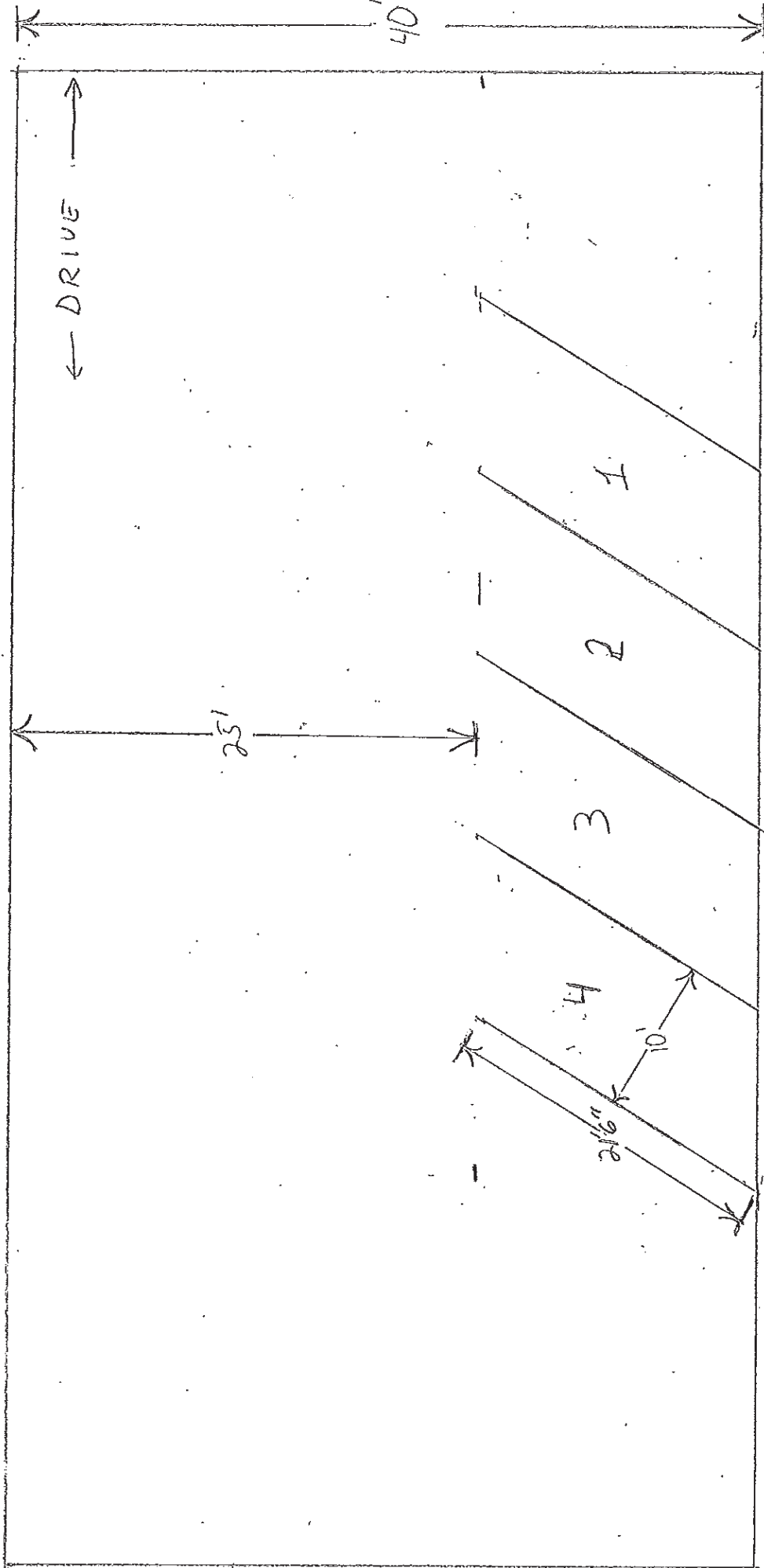
STAFF RECOMMENDATION:

Staff recommends that the Zoning Board of Appeals pass a motion recommending City Council denial of this petition in Case SP-02-14 to allow a two-family for the property located at 611 South Clayton Street.

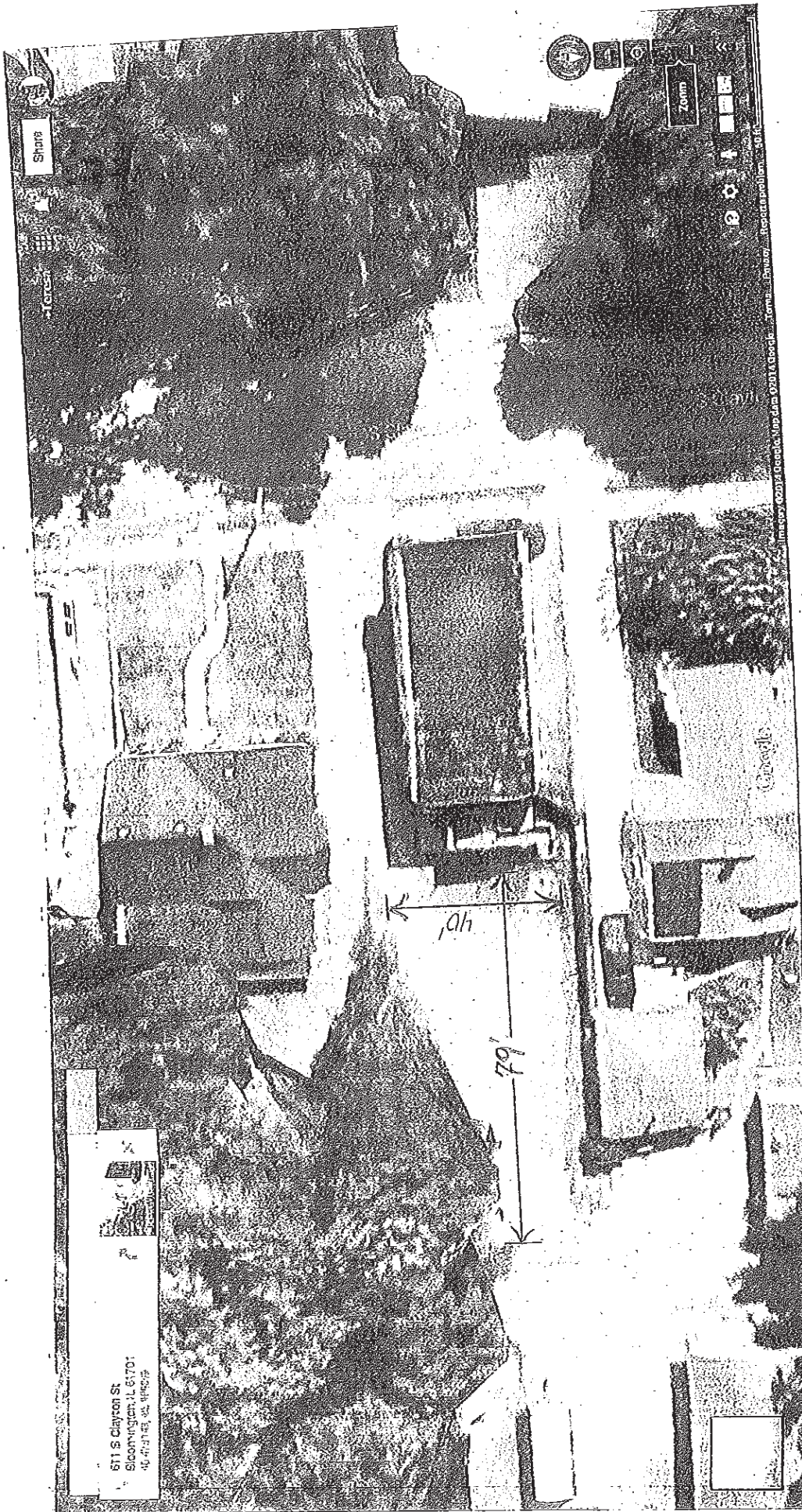
Respectfully submitted,

Mark Woolard
City Planner

1
N
1/8



79'



**UNAPPROVED MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, MARCH 19, 2014, 3:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE ST., BLOOMINGTON, IL**

Members present: Ms. Barbara Meek, Mr. Robert Kearney, Ms. Amelia Buragas, Mr. Dick Briggs, Mr. Bill Zimmerman, Mr. Mike Ireland, Mr. Jim Simeone

Also present: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director Planning and Code Enforcement
Mr. Michael Kimmerling, Chief - Fire Department
Mr. Jim Karch, Director of Public Works
Mr. Kevin Kothe, City Engineer

Mr. Woolard called the meeting to order at 3:00 p.m. and called the roll. A quorum was present.

The Board reviewed the minutes from February 19, 2014, and accepted the minutes as printed.

Chairman Ireland explained the meeting procedures. Mr. Woolard stated the cases had been published.

REGULAR AGENDA:

SP-02-14 Public Hearing and Review on the petition submitted by Dennis Pulliam requesting approval of a special use permit for a two-family residence for the property located at 611 S. Clayton Street. Zoned R-1C, Single-Family Residence District. (Ward 1).

Chairman Ireland introduced the case and asked for anyone who would like to speak regarding the petition. Mr. Dennis Pulliam, 613 W. Market, owner of 611 S. Clayton Street was sworn in and stated he recently purchased the property. He is requesting to keep the original two units. A photograph of the premises as it exists was presented to the board.

Mr. Pulliam described the brick structure as an old store built in the early 1900's. He stated the cleaning process had begun with plans to add new appliances, new windows and deadlocks. Mr. Briggs inquired about the realtor process. Mr. Pulliam stated the realtor advertisement portrayed a two-family dwelling. He made an offer and was told the special use had possibly lapsed.

Ms. Buragas read the intent of the R-1C Residence District and said it is to provide primarily for the establishment of areas of higher density single-family detached dwellings while recognizing the potential compatibility of two-family dwellings as special uses. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be converted from single-family to two-family residences in order to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization. Ms. Buragas stated the economic justification seemed to apply in this situation. This improvement seems to enhance the neighborhood itself. Mr. Pulliam explained most of the property improvements have been to the interior, however he plans exterior work such as landscaping and painting when the weather cooperates.

A discussion ensued regarding the property which has never been single family. Mr. Zimmerman inquired about the neighborhood density, the total possible occupancy and other multi-family

units exist in this neighborhood. Mr. Pulliam stated the total living space is 2400 square foot and at the most six people can live in the building at one time. He said a multi-family unit is adjacent to his building. Mr. Pulliam stated he plans to provide four parking spaces.

Chairman Ireland asked if anyone else would like to speak in favor of this special use petition and no one spoke. Chairman Ireland asked if anyone would like to speak in opposition of this special use petition and no one spoke.

Mr. Woolard explained staff is concerned with the substandard lot in a predominantly single family home area. There are 23 single family homes and only four other properties with higher densities. This building was originally built as a store front which was converted into a two-family residence.

Mr. Simeone stated it would appear that the city is attempting to speak for those neighbors who currently reside in the area and for those who may reside in the neighborhood in the future. Since there were no neighbors present to oppose this situation, it speaks volumes to the level of concern with regard to density. A discussion ensued regarding density, exceptions and special uses.

Mr. Kearney asked about the definition of abandonment with regard to a special use status. Mr. Woolard stated the ordinance has a six month period.

Ms. Buragas said the current zone of R-1C is a higher density region with single-family and two-family dwellings. This one appears to be an oddity in that a two family home is requesting to remain a two family home so there is not a conversion.

Chairman Ireland inquired if the previous owner had a special use on this property. Mr. Woolard confirmed that the special use was in place, however it's not clear on how far back that designation had lapsed. It is the abandonment issue that requires the owner to bring the building into compliance as a single-family dwelling or request a special use for a two-family dwelling.

The vote on recommending approval of special use permit SP-02-14 was approved with seven (7) voting in favor and zero (0) against with the following votes being cast on roll call: Mr. Kearney—Yes; Ms. Meek—Yes; Mr. Briggs—Yes; Ms. Buragas—Yes; Mr. Zimmerman—Yes; Mr. Simeone—Yes; Mr. Ireland—Yes.

614 E OAKLAND
BLOOMINGTON IL 61701

512 S EVANS
BLOOMINGTON IL 61701

1601 BEECH ST
NORMAL IL 617611491

613 E MILL ST
BLOOMINGTON IL 617015338

514 S CLAYTON ST
BLOOMINGTON IL 617015447

616 E OAKLAND AVE
BLOOMINGTON IL 617015357

511 1/2 S CLAYTON ST
BLOOMINGTON IL 617015446

509 S CLAYTON ST
BLOOMINGTON IL 617015446

512 S Clayton St
Bloomington IL 617015447

516 S CLAYTON ST
BLOOMINGTON IL 617015447

511 S CLAYTON ST
BLOOMINGTON IL 617015446

708 E OAKLAND AVE
BLOOMINGTON IL 617015359

611 E Mill St
Bloomington IL 617015338

704 E Oakland Ave
Bloomington IL 617015359

515 S CLAYTON ST
BLOOMINGTON IL 617015446

4438 W Castleton Rd
Peoria IL 616152824

513 S CLAYTON
BLOOMINGTON IL 61701

610 E OAKLAND AVE
BLOOMINGTON IL 61701

OF BLM LLC
PO BOX 6031
CHAMPAIGN IL 618266031

616 E OAKLAND AVE
BLOOMINGTON IL 617015357

509 WOODRIG RD
BLOOMINGTON IL 617045636

106 YORK RD
JENKINTOWN PA 190463233

501 E BELL ST
BLOOMINGTON IL 61701

27001 AGOURA RD STE 350
AGOURA HILLS CA 91301

605 E BELL ST
BLOOMINGTON IL 61701

605 BELL ST
BLOOMINGTON IL 617015350

614 S CLAYTON
BLOOMINGTON IL 61701

11764 N 2400 EAST RD
DOWNS IL 617369657

1905 HERBERT ST
BLOOMINGTON IL 617017101

501 E BELL ST
BLOOMINGTON IL 61701

102 S PRAIRIE STREET
BLOOMINGTON IL 61701

612 S CLAYTON ST
BLOOMINGTON IL 617015449

617 S CLAYTON ST
BLOOMINGTON IL 617018810

705 BELL ST
BLOOMINGTON IL 617015439

705 BELL ST
BLOOMINGTON IL 617015439

1225 SANDBURG DR
BLOOMINGTON IL 617043693

1505 ROYAL POINTE DR
BLOOMINGTON IL 617042822

701 E OAKLAND
BLOOMINGTON IL 61701

615 S CLAYTON
BLOOMINGTON IL 61701

613 S CLAYTON ST
BLOOMINGTON IL 617015448

708 E BELL
BLOOMINGTON IL 61701

607 S Clinton St
Bloomington IL 617015450

608 S CLAYTON ST
BLOOMINGTON IL 617015449

707 N LUMBER ST
BLOOMINGTON IL 61701

603 S CLINTON
BLOOMINGTON IL 61701

1927 SE 10TH ST
CAPE CORAL FL 339901857

1508 S MAIN ST
BLOOMINGTON IL 617016797

1927 SE 10TH ST
CAPE CORAL FL 339901857

607 S CLAYTON
BLOOMINGTON IL 61701

703 BELL ST
BLOOMINGTON IL 617015439

1 WOODBRIDGE BLVD
BLOOMINGTON IL 617046250

610 S CLAYTON
BLOOMINGTON IL 61701

PO BOX 594
NORMAL IL 617610594

705 S EVANS ST
BLOOMINGTON IL 617015352

6 STONEY COURT
BLOOMINGTON IL 61704

603 E OAKLAND
BLOOMINGTON IL 61701

1001 OLD FARM RD
BLOOMINGTON IL 617041273

15680 E 550 NORTH RD
HEYWORTH IL 617457516

714 S EVANS ST
BLOOMINGTON IL 617015353

707 S EVANS ST
BLOOMINGTON IL 617015352

607 E OAKLAND AVE
BLOOMINGTON IL 617015356

605 E OAKLAND AVE
BLOOMINGTON IL 617015356

714 S EVANS ST
BLOOMINGTON IL 617015353

618 S Clayton St
Bloomington IL 617015449

701 E OAKLAND AVE
BLOOMINGTON IL 617015358

701 E OAKLAND AVE
BLOOMINGTON IL 617015358

613 S CLINTON ST
BLOOMINGTON IL 617015450

709 S Evans St
Bloomington IL 617015352

720 S EVANS ST
BLOOMINGTON IL 61701

8 LOUIS DR
BLOOMINGTON IL 617017710

807 E OAKLAND AVE
BLOOMINGTON IL 617015455

1508 S MAIN ST
BLOOMINGTON IL 617016797

708 S EVANS
BLOOMINGTON IL 61701

703 S CLAYTON
BLOOMINGTON, IL 61701

809 E OAKLAND AVE
BLOOMINGTON IL 617015455

1927 SE 10TH ST
CAPE CORAL FL 339901857

1927 SE 10TH ST
CAPE CORAL FL 339901857

712 BELL ST
BLOOMINGTON IL 617015440

617 S Clinton St
Bloomington IL 617015450

1407 S EAST ST
BLOOMINGTON IL 617016769

9983 N 1250 EAST RD
SHIRLEY IL 617729583

PO BOX 3333
BLOOMINGTON IL 617023333

701 E OAKLAND
BLOOMINGTON IL 61701

603 S Clayton St
Bloomington IL 617015448

202 N Center St Fl 2
Bloomington IL 617013970

707 N LUMBER ST
BLOOMINGTON IL 61701

705 S Clayton St
Bloomington IL 617016808

604 TOMAHAWK
HEYWORTH IL 617459346

9375 REGAL CT
BLOOMINGTON IL 617056928

1611 S PROSPECT AVE
CHAMPAIGN IL 61820

616 S CLAYTON
BLOOMINGTON IL 61701

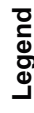
622 S CLAYTON ST
BLOOMINGTON IL 617015449

602 S CLAYTON
BLOOMINGTON IL 61701

109 E OLIVE
BLOOMINGTON IL 61701

107 W MONROE ST
BLOOMINGTON IL 617013919

104 E WOOD
BLOOMINGTON IL 61701



- Parcels
● Condo_Improve
■ Interstates
■ US_Highways
■ State_Highways
■ County_Highways
■ County_Rd
■ PAVED
■ UNPAVED
■ City_Streets
■ ALLEY
■ CITY_ARTERIAL
■ CITY_COLLECTOR
■ CITY_STREET
■ PRIVATE_STREET
■ Railroad
■ County



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0.3 Miles



1: 11,018

Printed: 2/28/2014 2:00:23 PM

Notes







FOR COUNCIL: April 14, 2014

SUBJECT: Text Amendment to Chapter 13. Concealed Weapons

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

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: Chapter 13 of the City Code makes it unlawful for a person to carry, conceal about their person, display or flourish in a threatening manner a dangerous or deadly weapon. The Chapter further enumerates exceptions to this prohibition and provides a penalty for its violation. The proposed amendments reflect Illinois's recent adoption and implementation of the Firearm Concealed Carry Act by adding an exception for persons in possession of a handgun who also have in their possession a concealed carry license issued pursuant to the Act. In addition, the range of penalty for violating the provisions of the Chapter was increased from a range of \$25.00 - \$200.00 to a range of from \$250.00 - \$2,000.00.

Other changes were made to the text of the Chapter that clarify and update the language but do not change the substance of the Chapter. The amendments were drafted by the Legal Department in consultation with the Police Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: No financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Asst. Corporation Counsel

Reviewed by: Brendan Heffner, Chief of Police

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

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 13

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

SECTION 1. That Bloomington City Code Chapter 13, Sections 1, 2 and 3, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1 CONCEALED WEAPONS - PROHIBITION OF - PENALTY.

Other than as provided in Section 2, it shall be unlawful for any person within the limits of the City to carry, wear under his clothes or conceal about his person any firearm, sling shot, cross knuckles or knuckles of lead, brass or metal, bowie knife, dirk, razor, dagger, bludgeon, black jack, sand club, sand bag, switchblade, stun gun, taser, ballistic knife or any other dangerous or deadly weapon; or to display or flourish any such weapon in a boisterous or threatening manner. Every person guilty of a violation of this Section shall be fined no less than \$250.00 nor more than \$2,000.00.

~~It shall be unlawful for any person within the limits of the City to carry or wear under his clothes, or concealed about his person, any pistol, revolver, sling shot, cross knuckles or knuckles of lead, brass or metal, bowie knife, dirk knife, dirk, razor, dagger, or any other dangerous or deadly weapon; or to display or flourish any such weapon in a boisterous or threatening manner. Every person guilty of a violation of this Section shall be fined not less than Twenty-five Dollars or more than Two Hundred Dollars; provided that the provisions of this Section shall not be held to apply to any policeman, constable, or other peace officer while in the discharge of his duty, nor to any person summoned by any such officer to aid in making an arrest or preserving the peace.~~

SEC. 2 CONCEALED WEAPONS – EXCEPTION TO PROHIBITION.

The provisions of Section 1 of this Chapter shall not be held to apply to the following:

- (a) any policeman or other law enforcement officer in possession of a weapon as authorized by law;
- (b) any person in possession of a handgun and also possessing a valid, current Concealed Carry License issued by the Department of State Police for concealed carry of a firearm as that term is defined in the Firearm Concealed Carry Act, 430 ILCS 66/5, provided that said person is not in an area where the carrying of a concealed firearm is prohibited by that Act, or by other State or Federal law.

SEC. ~~3~~ 2 CONFISCATION OF WEAPONS.

Any weapon or weapons duly adjudged to have been worn or carried by any person in violation of Section 1 of this Chapter shall be forfeited and confiscated by the City of Bloomington.

~~Any such weapon or weapons duly adjudged by any police magistrate or justice of the peace of said City to have been worn or carried by any person in violation of the preceding Section of this Article shall be forfeited and confiscated to the City, and upon the trial of any person for violation of the preceding Section of this Article, the magistrate before whom such trial takes place shall enter up such forfeiture as part of the judgment and penalty for any such violation.~~

SECTION 3. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: April 14, 2014

SUBJECT: Amendment to U.S. Cellular Coliseum Development and Management Agreement

RECOMMENDATION/MOTION: That the First Amendment to the Development and Management Agreement with Central Illinois Arena Management, Inc. (CIAM) be approved and the Mayor authorized to execute the necessary documents.

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

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

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. ("CIAM") to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 2.3, sets forth the requirements of CIAM to provide "commitments" from "professional" sports franchises as primary tenants as set forth in the agreement. The obligation as it related to hockey identifies that CIAM had secured a hockey franchise approved for play in the Bloomington Region as defined by its league membership with BMI Hockey, L.L.C. BMI Hockey, L.L.C. has since ceased operations and various other hockey licenses have been approved by the City. CIAM is now presenting an opportunity with the United States Hockey League, a Tier 1 Hockey League that is believed to be a better fit both for the Coliseum and the community. To ensure the Agreement is clear, it is recommended it be amended to clarify simply that CIAM must provide an approximate 50 franchise or similar sporting events on an annual basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Review by:

Recommended by:

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

David A. Hales
City Manager

Attachment: Attachment 1. First Amendment to Development and Management Agreement

Motion:

Motion: _____ Seconded by:

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

**FIRST AMENDMENT TO
DEVELOPMENT AND MANAGEMENT AGREEMENT**

This First Amendment to the Development and Management Agreement between the parties entered into onto or around October 10, 2005, is made and entered into as of the ____ day of April, 2014, by and between the City of Bloomington (“City”), a municipal corporation in the County of McLean and State of Illinois, and Central Illinois Arena Management, Inc. (“CIAM”), organized under the laws of the State of Illinois.

RECITALS

A. The City previously entered into a Development and Management Agreement (“Agreement”) with CIAM to provide for the operation and management of the U.S. Cellular Coliseum.

B. Section 2.3 of the Agreement sets forth CIAM’s obligations regarding the provision of sport franchises.

C. To ensure clarity between the parties, the City and CIAM desire to amend the Agreement to provide that the U.S. Hockey League meets the standards of Section 2.3 and is an acceptable hockey franchise.

NOW, THEREFORE, the parties agree as follows:

1. Section 2.3 of the Agreement shall be deleted in its entirety and replaced as follows:

2.3 Sporting Events. CIA shall be responsible for providing the Coliseum commitments for franchise or similar capacity sporting events, with aggregate annual playing dates approximating fifty (50) home dates at the Coliseum.

2. In all other respects the Development and Management Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

**CENTRAL ILLINOIS ARENA
MANAGEMENT, INC.**

By: _____
Its Mayor

By: _____
Its President

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____
Its Secretary



FOR COUNCIL: April 14, 2014

SUBJECT: Termination of the Hockey License Agreement – U.S. Cellular Coliseum

RECOMMENDATION/MOTION: That the Termination Agreement with Illinois Pro Sports, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. (CIAM) to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 3.1(c) provides that the City shall have the right to approve any license, agreement, commitment or contract in an amount in excess of \$9,999, or where the proposed term will extend beyond the term of the Agreement, which approval and execution shall not be unreasonably withheld. In 2013, the City approved a hockey license agreement with Illinois Pro Sports, LLC, which was to have a term of two (2) seasons. CIAM has presented a new hockey license with CSH International, Inc. (CSH) and is accordingly seeking early termination of the agreement with Illinois Pro Sports. All parties have agreed to the termination and there are no financial penalties associated with it.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachment: Attachment 1. Termination Agreement

Motion:

Motion: _____ Seconded by:

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

TERMINATION AGREEMENT

This Termination Agreement is made and entered into on April 14, 2014 in Bloomington, McLean County, Illinois by and between the City of Bloomington (City), a Municipal Corporation in the County of McLean and State of Illinois; Central Illinois Arena Management, Inc. (CIAM) organized under the laws of the State of Illinois (the City and CIAM hereafter jointly referred to as Licensors); and Illinois Pro Sports, L.L.C., (IPS or Licensee) organized under the laws of the State of Illinois.

RECITALS

A. The City and CIAM as Licensors previously entered into a Hockey License Agreement with IPS as Licensee dated June 24, 2013 (the License) which provided for Licensee's hockey team to play its home games at the U.S. Cellular Coliseum, Bloomington, McLean County, Illinois.

B. The initial term of the License was for two full seasons being the 2013/2014 and 2014/2015 hockey seasons.

C. Another hockey team, that being the team of CSH International, Inc. (CSH), desires to play its home games at the U.S. Cellular Coliseum for the 2014/2015 hockey season.

D. The Licensors and the Licensee mutually agree and desire to cancel and terminate the License between them for the 2014/2015 hockey season so that the team of CSH can play its games at U.S. Cellular Coliseum.

THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City, CIAM and IPS agree as follows:

1. The License shall be cancelled and shall terminate upon the approval by the City Council of a new Hockey License Agreement between the Licensors and CSH for it to play its home games at the U.S. Cellular Coliseum for the 2014/2015 and subsequent seasons.

2. Upon termination of the License, the Licensors and Licensee mutually agree that each has performed all the terms and conditions required by it under the License and hereby mutually release and discharge each other from any and all claims, of

every like, kind and nature arising out of or related to the License between them and the use of the U.S. Cellular Coliseum for the 2013/2014 season.

3. This Agreement reflects and contains the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral between the parties hereto.

4. This Agreement may only be modified or amended by a subsequent written agreement signed by all parties hereto.

5. This Agreement is entered into in the State of Illinois, County of McLean and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principals of conflicts of laws.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

7. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8. The undersigned Manager/Member of Licensee represents and warrants that it has the full right, power and authority to execute and enter into and to perform this Agreement and that all formalities and consents require under its Operating Agreement have been performed and received.

IN WITNESS THEREOF, intending to be legally bound, this Agreement is executed by the City, CIAM and IPS, and the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS PRO SPORTS, L.L.C.

By: _____
Its _____
Print Name _____
Print Title _____

CITY OF BLOOMINGTON

By: _____
Its _____
Print Name _____
Print Title _____

CENTRAL ILLINOIS ARENA
MANAGEMENT, INC.

By: _____
Its _____

Print Name _____
Print Title _____



FOR COUNCIL: April 14, 2014

SUBJECT: Hockey License Agreement with CSH International, Inc.

RECOMMENDATION/MOTION: That the Hockey License Agreement with CSH International, Inc., be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. ("CIAM") to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 3.1(c) provides that the City shall have the right to approve any license, agreement, commitment or contract in an amount in excess of \$9,999, or where the proposed term will extend beyond the term of the Agreement, which approval and execution shall not be unreasonably withheld. Such a license is now being presented by CIAM with CSH International, Inc. ("CSH"), to provide a franchise for Tier 1 Hockey League at the Coliseum. See correspondence and comparison of financial terms from John Butler attached hereto.

The new license agreement closely follows many of the same terms of the previous license agreement approved by the City. Some of the highlights of the license include:

- (1) CSH is required to play 28 home games, although one can be played off site;
- (2) The term of the agreement is for 5 full hockey seasons through 2019, but CSH can add another hockey season upon notice by December 1, 2018;
- (3) CSH is responsible for advertising, with oversight by CIAM;
- (4) The rental fee per game is \$5,000, with the Operator's ability to designate up to 6 home games as special events with waiver of the parking and/or facility fees;
- (5) There is an attendance credit available, which may be withdrawn by the City or CIAM on a year to year basis, inclusive of 500 complimentary tickets (i.e., season tickets, etc.);
- (6) Provisions on merchandising and concessions;
- (7) The City/CIAM shall retain 100% of parking revenue;
- (8) The ability to reschedule up to 3 home games per season for concert or large show events;
- (9) CSH is given practice time free of charge at three (3) hours per day, on average of four (4) days per week subject to Coliseum event schedule;
- (10) There are liquidated damages ranging from \$150,000 to \$228,000, subject to the continuation and success of the league itself, but no security interest is granted;

- (11) CSH is required to maintain a letter of credit in the amount of \$100,000;
- (12) There are insurance requirements and cross indemnity provisions that mirror the past obligations and risks undertaken by the City and CIAM;
- (13) There is a liquidated and consequential damages clause upon the default of any party that mirrors the previous license agreement and contains the same risks and obligations;
- (14) There is a force majeure clause that places certain requirements on the City in relation to potential future impairment of the Coliseum that mirrors the past obligations and risks undertaken by the City and CIAM;
- (15) Subject to reasonable restrictions, the City/CIAM controls any league changes;
- (16) CSH has a right to terminate the agreement early if the attendance does not average (inclusive of complimentary tickets) at least 2,000 people per game after three seasons;
- (17) There are restrictions on renting the Coliseum for hockey play by a league at the Junior A Level or higher, not including any hockey team associated with the University of Illinois, Illinois State University or the City Parks and Recreation Department;
- (18) CSH has the right to sell on-ice advertising for games and any on-ice advertising sold by the City/CIAM for a commission of 10% of gross sales;
- (19) CSH will provide a parking fee of .50 cents and a facility fee of .50 cents per ticket sold to each home game after the first 500 tickets sold;
- (20) The City/CIAM is to keep all suite revenue with the exception of payments in the amount of \$2,750 to CSH for each full suite season ticket sold and \$1,375 for each half suite season tickets sold;
- (21) The City/CIAM keeps all Coliseum Club seat members annual dues and a commission of 10% for each Coliseum Club season ticket sold by the City/CIAM;
- (22) CSH retains revenue from two Party Suites and the Ice Box Area at home games;
- (23) The City/CIAM reserves rights to concessions with distributions to CSH ranging from 10% to 15% of the gross concession revenue depending on the amount sold;
- (24) CSH retains the rights to sell team merchandise and proceeds of same;
- (25) CSH is to be given office space sufficient for 8 to 10 employees to be provided by CSH; and
- (26) CIAM must provide CSH a reasonable number of prime dates for its home games with an average of seven weekend dates per month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachment: Attachment 1. Letter
Attachment 2. Lease Comparison
Attachment 3. License Agreement

Motion:

Motion: _____ Seconded by:

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



April 4, 2014

To: David Hales, City Manager

Fm: John Butler, CIAM

Re: USHL Hockey

CIAM is pleased to have secured a new hockey ownership group and team for the U.S. Cellular Coliseum pending city council approval. Over the past 8 years at the U.S. Cellular Coliseum, professional hockey has seen six ownership changes, four league changes and three team name changes. The overall stability of minor league professional hockey has become a real issue this past decade with continued rising costs to operate a team. CIAM has positioned the U.S. Cellular Coliseum in securing a long term hockey license agreement with a proven ownership group in a highly regarded league that is the envy of most Midwest markets.

Over the past few years, CIAM has identified the United States Hockey League as a premier league for the Bloomington market. Bloomington fits very well into the USHL footprint and meets much of the criteria and demographics that are important for the long term success of a USHL hockey franchise.

As building managers, we are always evaluating what the best options are for profit and entertainment value. Opportunities become limited with changes in prospective leagues. To identify the right owner for this market with CIAM's contractual obligations with the tenant, have all played a vital role in creating real opportunities. In most cases, it takes a "perfect storm" to find an ownership group with a proven track record and the financial wherewithal, a league looking to expand into a new market, and building management in a position to negotiate a long term agreement.

Throughout the process of identifying options, CIAM has developed a relationship with two experienced operators who have been in the sports industry for over 30 years. Mr. Bill Yuill is Chairman and CEO of Monarch Corporation, a private investment company located in Medicine Hat, Alberta, Canada. Bill has owned and operated radio and cable television stations and many sports related properties in Canada and the U.S. since 1977. His partner is Gary Gelinas, President of CSH International, a subsidiary of Monarch Corporation. Gary oversees the company's operations and growth. Their past holdings include 7 minor league affiliated baseball teams, a minor professional basketball team and indoor lacrosse franchises. CSH currently owns and operates golf courses in Phoenix, Arizona and Calgary, Alberta, 3 top Major Junior Hockey teams, one in the Western Hockey League and two in the NAHL and a baseball team in the West Coast League. CSH also owns Consillium Sports Group, which provides financial advice and consulting services for major league athletes.

With a tremendous amount of effort and perseverance, CSH International, Inc. recently received unanimous approval from the USHL Board of Governors to purchase an expansion franchise to be placed in Bloomington, Illinois for next season. The USHL has recognized CSH's proven experience of operating hockey teams and agrees with their extensive marketing assessment that Bloomington has the demographic and socioeconomic characteristics that are vital for the success of a USHL franchise.

Detail information about the USHL and CHS International. Inc. is attached. I look forward to discussing this opportunity with you and the city council.

Respectfully,

John Y. Butler
President
CIAM

Current Lease

2 Year Lease with renewal Option

\$6,000 Base Rental
28 Home Games

\$1.00 Facility Fee

10% Gross Concession Sales

Suite Revenue with Suite Holders who Purchase Hockey
Full Suite: \$1662
Half Suite: \$831

Letter of Credit: \$100,000

Termination Damages Clause:

Before Jan 1 \$150,000
Jan 1-March 31 \$200,000
After March 31 \$228,000

Attendance Incentive:

<u>Drop</u>	<u>Incentive</u>	<u>Base Rent</u>
0-1,499	\$0	\$6,000
1,500-1,999	\$500	\$5,500
2,000-2,499	\$750	\$5,250
2,500-2,999	\$1,000	\$5,000
3,000-3,499	\$1,500	\$4,500
3,500-3,999	\$2,000	\$4,000
4,000-4,499	\$3,000	\$3,000
4,500-4,999	\$4,000	\$2,000
5,000 Over	\$5,500	\$500

Merchandise: Team keeps 100%

CSH New Lease

5 Year Lease with renewal option

Out clause after 3rd year if attendance
doesn't reach 2,000 on average

\$5,000 Base Rental
Minimum of 30-32 Home Games (2-4 More)

\$1.00 Facility Fee

10% 0-\$100,000
13% \$100,001-\$150,000
15% \$150,001 and over

Suite Revenue with Suite Holders who Purchase Hockey
Full Suite: \$2,750
Half Suite: \$1,375

**At renewal time (May 1) all Suite Holders who renew
suite with Hockey, price increase will cover this difference

Letter of Credit: \$100,000

Termination Damages Clause:

Before Jan 1 \$150,000
Jan 1-March 31 \$200,000
After March 31 \$228,000

<u>Drop</u>	<u>Incentive</u>	<u>Base Rent</u>
0-1,499	\$0	\$5,000
1,500-1,999	\$750	\$4,250
2,000-2,499	\$1,000	\$4,000
2,500-2,999	\$1,250	\$3,750
3,000-3,499	\$1,750	\$3,250
3,500-3,999	\$2,250	\$2,750
4,000-4,499	\$3,250	\$1,750
4,500-4,999	\$4,500	\$500
5,000 Over	\$5,000	\$0

Merchandise: Team Keeps 100%

HOCKEY LICENSE AGREEMENT
-U.S. Cellular Coliseum

THIS HOCKEY LICENSE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2014, by and among the City of Bloomington, Illinois (the "City"), Central Illinois Arena Management, Inc., an Illinois Corporation (the "Operator"), and CSH International, Inc. a _____ Corporation (the "Licensee" or, where the reference may indicate, the "Licensee" as hereinafter further defined). City and Operator are sometimes hereinafter jointly referred to as the "Licensor."

WITNESSETH:

WHEREAS, the City has developed and is the owner of the U.S. Cellular Coliseum at 101 South Madison Street, Bloomington, McLean County, Illinois, (the "Coliseum" as hereinafter defined) for use for public purposes and gatherings, including, but not limited to, the exhibition of sports contests, such as indoor football, hockey and entertainment and educational events;

WHEREAS, the Operator operates the Coliseum on behalf of the City pursuant to a Development and Management Agreement with the City dated October 10, 2005 (the "Management Agreement").

WHEREAS, the Licensee is a member of a hockey league, or the "League," as hereinafter defined, which conducts hockey games, including Pre-Season Games, Regular Season Games, and Play-Off Games, together the "Games," as a league of member clubs/teams.

WHEREAS, Licensee desires to conduct Games as a member of a League in the Coliseum;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants herein contained, the parties hereto, intending to be legally bound mutually agree as follows:

1. DEFINITIONS.

As used in this Agreement each of the terms defined in this section shall have the following meaning ascribed to it, unless the context otherwise requires:

- A. **"Change in Ownership of Licensee.** Change in Ownership of Licensee means any change, transfer, sale or assignment, direct or indirect, of any like, kind or nature of License Owners or Licensee equity interests of five (5%) percent or more over any consecutive period of twenty-four (24) months.
- B. **"Coliseum"** means the U.S. Cellular Coliseum located at 101 South Madison Street, Bloomington, McLean County, Illinois 61701.

- C. **"Coliseum Advertising"** means any advertising in or regarding the U.S. Cellular Coliseum or any event to be performed at or in the Coliseum, excluding On-Ice Advertising or Hockey Advertising, as hereinafter defined.
- D. **"Coliseum Premises"** means that part of the Coliseum necessary for the proper exhibition of hockey, including but not limited to, the seating and access thereto, the playing surface, locker rooms and ticket sales facilities.
- E. **"Concessions"** means the business of selling food and drinks (alcoholic and non-alcoholic), excluding catering, as are commonly sold at hockey Games.
- F. **"Future League Requirements"** means additional requirements, if any are developed in the future, regarding the maintenance and operation of a facility for the play of games in the League in addition to or replacing those currently set forth in the League Constitution, By-Laws, Regulations and League Policies, as amended (the "League Rules").
- G. **"Gross Concession Revenues"** means revenues from all food and beverage sales, less refunds, all applicable sales and other use taxes and less discounted or complimentary food and beverage items.
- H. **"Hockey Advertising"** means any advertising in or regarding the team, the Games, the League, or otherwise regarding hockey.
- I. **"Hockey Season"** means the period from the opening of the Pre-Season Games (as hereinafter defined) to and including the last Play-Off Game as set forth in each annual schedule established by the League during the Term of this Agreement.
- J. **"Home Game"** means any Pre-Season Game, Regular Season Game or Play-Off Game scheduled by the League and/or the Licensee to be played as a home game and/or played by the Licensee as a home game during each Hockey Season during the Term.
- K. **"League"** means the United States Hockey League or any professional organization of at least six (6) member teams holding a minimum of fifty-six (56) Regular Season Games, including at least twenty-eight (28) Home Games for each member team; having in place a bona fide system of rules and procedures to ensure fair play and competition; and making reasonable measures to protect the safety of the players.
- L. **"Licensee Owners"** means any individual, human shareholders, members, economic interest owners, managers, or anyone with the right to share in the profits or losses of the Licensee, including the shareholders or members of any business entity owning an interest in Licensee.
- M. **"Membership"** means all of the rights, privileges and powers now or hereafter granted by the League, or any successor league in name or otherwise or any league that shall be approved in writing by Licensor, regarding the ownership and/or operation of the Licensee including, without limitation, the right to conduct hockey games in and about

Bloomington, Illinois, in accordance with the League Rules now in effect or as changed during the Term, as hereinafter defined, of this Agreement.

- N. **"On-Ice Advertising"** means advertising associated with dasher boards, temporary banner signage, ice surface, electronic messages, players' uniforms and equipment, players' benches, and penalty box and glass advertising during Home Games played at the Coliseum. On-Ice Advertising does not include any other Coliseum Advertising.
- O. **"Play-Off Game"** means any one of a series of Home Games scheduled by the League after the close of each Regular Season during the Term to determine the ultimate champion of the League for such season.
- P. **"Premium Seats/Suites"** means seating other than general admission seating, i.e. seats contained in the suites ("Suites") and seats designated as club seats ("Club Seats") in the Coliseum and on the Coliseum Premises.
- Q. **"Pre-Season Games"** means any Game (except intra-squad games) played by the Licensee prior to the first Regular Season Game during each Season during the Term.
- R. **"Regular Season"** means the period from the opening of the Regular Season Games (as hereinafter defined) to and including the last regularly scheduled Regular Season Game as set forth in each annual schedule established by the League during the Term of this Agreement, but exclusive of any Pre-Season Games and Play-Off Games.
- S. **"Regular Season Games"** means each Game played by Licensee as part of the Regular Season during the Term.
- T. **"Term"** means the Initial Term and any Renewal Terms, each as hereinafter defined, of this Agreement.
- U. **"Ticket Revenue"** means gross revenues from the sale of general admission tickets and Premium Seats/Suites tickets, but excluding any premium amounts for the use of Premium Seats/Suites.

2. GRANT OF LICENSE; PREMISES.

- A. Licensor hereby grants to Licensee the right to use and occupy, and Licensor shall make available to Licensee, the Coliseum Premises, all upon the terms and conditions set forth herein (the "License"). Licensee hereby agrees to, and shall, use the Coliseum to hold and present all Home Games as contemplated by this Agreement. Provided however, Licensee shall be allowed to hold one home game at an alternate location acceptable and approved by Operator.
- B. City represents and warrants that it owns and will own the Coliseum and has the right and power to grant the rights referred to herein.

- C. Licensor shall retain the right to cause the interruption of any Game, practice, or other performance in the interest of public safety and to likewise cause the termination of such Game, practice, or other performance when in the sole judgment of Licensor such act is necessary in the interest of public safety.
- D. Should it become necessary in the judgment of Licensor to evacuate the premises because of adverse weather, a bomb threat or for other reasons of public safety Licensee will peaceably vacate the premises in a timely and orderly manner. Once Licensor has declared that the facility is safe to re-enter, Licensee will be granted use of the facility for sufficient time following evacuation to complete presentation of activity without additional rental charge providing such time does not interfere with another building commitment. If in the sole judgment of the Licensor it is not possible to complete the presentation of the activity, Licensor charges shall be forfeited, prorated, or adjusted at the sole discretion of the Licensor based on the situation and the Licensee hereby waives any claim for damages or compensation from the Licensor.
- E. Licensee agrees not to interfere in any way with the ordinary use by others of any portion of the Coliseum not expressly covered by this Agreement. Licensee agrees that during the Term of this Agreement, other events will be scheduled and held in those parts of the Coliseum not herein licensed to Licensee, and Licensor shall have the right to use and occupy, or to grant to third parties the right to use and occupy, the Coliseum and any portion thereof, so long as such other events do not unreasonably interfere with the License herein granted to Licensee.

3. TERM AND OPTION TERM.

- A. **Initial Term.** The initial term of this Agreement shall be for a period equal to the completion of five (5) full Hockey Seasons beginning with the 2014/2015 Hockey Seasons (the "Initial Term"). Provided however, in the event the average attendance per Home Game is less than 2000 (excluding any Pre-Season Games) during the first three Hockey Seasons (2014/2015, 2015/2016 and 2016/2017), Licensee may terminate this Agreement by notifying Licensor in writing no later than January 1, 2017 of its intent to terminate the Agreement after the third Hockey Season (the Early Termination Notice). The attendance per Home Game shall be equal to the number of paid and free tickets sold and distributed for each game; and the average shall be determined by dividing the attendance for the total of all Home Games by the number of Home Games during each Hockey Season (including Play-Off Games).
- B. **Licensee's Renewal Option Terms.** Licensee shall have the right and option to extend the Term of the Agreement for an additional Hockey Season (the "Renewal Option"), by notifying Licensor in writing by no later than December 1, of the final season of the Initial Term of its intent to exercise such Renewal Option (the "Renewal Notice"). In the event Licensee fails to give the Renewal Notice, this Agreement shall terminate at the end of the final season of the Initial Term, unless the parties otherwise extend the Term by written agreement.

4. DUTIES OF LICENSEE. Licensee shall:

- A. Pay to the Operator the License Fee defined in Section 9 of this Agreement.
- B. Upon execution of this Agreement, provide Operator in writing the following:
 - 1. A certificate of the Licensee's good standing from the State of Illinois and a copy of the Certification or Articles of Organization of the Licensee.
 - 2. Disclose the names and full addresses of Licensee Owners who hold five percent (5%) or more of an ownership or voting interest in the Licensee. The obligation to disclose shall be continuing and Licensee shall disclose to Licensors any and all changes in the Licensee Owners no later than thirty (30) days after the effective date of the change. All changes in Licensee Owners shall comply with Section 21F.
 - 3. Disclose and identify the name and address of all Licensee's officers and directors.
- C. Hold and maintain at all times a legally valid membership in a League, maintain at all times good standing in the League and conform at all times to League rules (whether or not the League enforces its rules). Licensors shall have a right to require Licensee to submit upon ten (10) days written notice written proof of its compliance with this provision. Licensee shall provide Licensors at least thirty (30) days written notice prior to withdrawing from or joining any League. If joining a League or upon any League modifications Licensee shall promptly deliver to Operator all of the following: a written copy of the League application, membership, owner rules, and by-laws. Licensors shall have a right to approve or deny all League changes; such approval shall not be unreasonably withheld.
- D. Employ and maintain a team staff including, but not limited to, a professional general manager, a marketing/sales manager, coach, assistant coaches, trainers, medical staff, office staff, marketing staff, game staff (including, but not limited to, referees/officials, time keepers, score keepers, and announcers), and such other full time staff as would be reasonable and customary to maintain a hockey team in the League. Licensee shall provide to Licensors by August 1, of each year a staff organizational chart, and notify Licensors in writing of subsequent changes to the organizational chart. Operator's staff may from time to time attend and participate in Licensee's staff meetings.
- E. At Licensee's expense, provide the following:
 - 1. Team equipment, supplies, uniforms, and other locker room items;
 - 2. Team operating expenses including but not limited to travel, food, beverage, and lodging;
 - 3. Staff parking permits for non-game day parking (8:00 a.m. to 5:00 p.m., Monday through Friday);

- F. Reimburse Licensor for any reimbursable expenses under this Agreement;
- G. Operate the team with sound business practices, including adequate capitalization, and maintaining current accounts payable in good standing with vendors. Licensee shall provide to Licensor an operating budget by August 1st of each year of the Term;
- H. Market and promote at its expense the Home Games pursuant to the terms of Section 6 of this Agreement;
- I. Provide pre-game, post-game and intermission entertainment activities;
- J. As provided in Section 10 below, Licensee shall have the exclusive right to sell only Team Related Merchandise and hockey related novelties ("Team Related Merchandise") during any Home Game at the Coliseum and shall retain one hundred percent (100%) of the proceeds derived from such sales;
- K. Provide twenty full season tickets to Operator with locations of seats to be mutually agreed upon;
- L. Provide and comply with the insurance terms pursuant to Section 16 of this Agreement;
- M. Secure in advance, prior to commencement of the Term and at its sole expense, (a) all licenses and permits that may be required or in connection with the use of the Coliseum for the Games and (b) all licenses required by any performing arts societies, such as ASCAP and/or BMI, for music or other works to be utilized or displayed in connection with the Games. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the presentation of the Games.

5. DUTIES OF LICENSOR.

- A. Except and otherwise specifically provided herein, Licensor shall provide or cause to be provided the following, the costs of which shall be borne by Licensor:
 - 1. The Coliseum, including the general concourse area, public address systems and such other parts or areas of the Coliseum as may be necessary for Licensee to present and produce (if applicable) the Games, the costs of which shall be included within the License Fee;
 - 2. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Games, practices, and other use of the Coliseum by Licensee, and the set up and removal related thereto;
 - 3. Cleaning and janitorial service during and after Games, practices, and other uses of the Coliseum by the Licensee. Provided however, Licensor shall monthly clean the

home team locker room area but Licensee shall otherwise keep the home team locker room and area in a clean, neat and tidy condition on a day to day basis.

4. All necessary support services including, but not limited to, all ancillary staff necessary to hold the Games and practices at the Coliseum, including game staff (one spotlight operator, ushers, doormen, ticket sellers and takers, one sound technician, one ribbon board operator, one scoreboard supervisor) security guards, change over and set up crew, heating and air conditioning superintendent, and one telephone operator for the day or evening of each Game;
- B. Licensor shall provide the following "Licensee Exclusive Use Areas": Licensee locker rooms, showers, toilets, coach's office, trainer's room, equipment room, visiting team locker rooms, showers and toilets. Licensee shall have the exclusive right to use and occupy the Licensee Exclusive Use Areas on any day in which Licensee is hosting a Home Game or practice.
- C. In addition to providing the Licensee's Executive Use Area Licensee shall be provided with an office for the head coach and administrative office space sufficient for eight (8) to ten (10) employees. Subject to the Licensee's approval, Licensee shall be responsible for any costs associated with the Licensee's request for upgrades to the office space and all costs of decorating, furniture and equipment for the coach and administrative space. The space located at the Coliseum is being provided by the Licensor at no charge to the Licensee except for addition communication lines that may be requested by the Licensee.
- D. Licensor shall make available to Licensee during each Hockey Season on the day of each Home Game thirty (30) parking spaces in the Hermes Equipment Lot for the Licensee's players, on-field and off-field officials and related personnel.
- E. Licensor shall provide for each Home Game a Zamboni Machine and machine operator.
- F. Licensor shall provide goal nets, rink glass, dasher boards, benches, and netting.
- G. Licensor shall work in good faith to store team equipment throughout the Term of this Agreement, however, Operator will be allowed to use the ice surface at its discretion on a year-round basis for other Coliseum events and City parks and recreation programs.
- H. Upon request of Licensee, Licensor may provided from time to time as a reimbursable expense additional equipment including sound and video equipment, sound and video personnel, food and beverage catering, additional personnel and services, additional production crew, use of suites or club seat or concession area, off schedule ice changeovers and other services. All shall be at the standard rental/labor/staff rates to be determined in Licensor's sole discretion and paid by Licensee as a reimbursable expense.
- I. During the Term of this Agreement Licensor shall not license, rent the Coliseum or permit the use of any other City facility for exhibition or play by a hockey team or hockey league at the Junior A Level or higher; provided however this exclusion shall not

apply to any hockey team associated with the University of Illinois, Illinois State University or the City Parks and Recreation Department.

- J. Operator shall offer Licensee a reasonable number of prime dates for its Home Games; being an average of seven weekend dates per month (based upon the current calendar and Regular Season). Weekend dates are those on Friday, Saturday and Sunday for the months of September through April each Hockey Season. After each Regular Season schedule is finalized, Operator and Licensee shall work together and cooperate in holding dates for possible Play-off Games to be played after Regular Season. Home Game dates shall have priority over all other sporting tenants.

6. MARKETING AND PROMOTION.

- A. Licensee at its expense shall provide all necessary personnel and shall use its best efforts supported by an adequate staff to market, promote, and sell individual game, season and group tickets for the Home Games, but excluding club seats and suites. Licensee and Operator shall meet no later than thirty (30) days prior to the first game of each Hockey Season to review and discuss a marketing plan for the upcoming season.

B. Advertising

1. All advertisements for the Games shall be developed by Licensee (including, but not limited to all Hockey and On-Ice Advertising, publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.
2. Without the prior written approval of Operator, which approval may be withheld in Operator's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement or promotional announcement to be posted or made within the Coliseum or adjacent grounds. Licensee shall not permit or contract for any advertising with or on behalf of any competitor of the United States Cellular Corporation, Pepsi or Coliseum exclusive partners.
3. Licensee shall make mention of the name "U.S. Cellular Coliseum" as the site of the Games in connection with all advertising or promotion thereof. All promotional materials shall contain the standard "U.S. Cellular Coliseum" logo positioned full width across the bottom. However, Licensee must submit to Operator for review and approval all such uses of the U.S. Cellular Coliseum name prior to dissemination of any promotional materials, which approval shall not be unreasonably withheld or delayed.
4. All advertisements promoting the Licensee, the team, or the Games presented pursuant to the provisions of this Agreement (including but not limited to, all Hockey and On-Ice Advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Operator for prior approval before use.

7. BROADCASTING. Licensee shall have the right to broadcast Home Games, whether by radio, television, internet or other media, subject to League rules, all costs of which (including broadcast equipment costs) shall be borne by Licensee.

8. ADVERTISING AND SPONSORSHIPS.

- A. Without the prior written approval of Operator, which approval may be withheld in Operator's sole discretion, Licensee shall not permit any commercial banner (interior or exterior), signage, advertisement or promotional announcement to be posted or made within the Coliseum or adjacent grounds. Licensee shall not permit or contract for and sponsorship with or on behalf of any competitor or United States Cellular Corporation, Pepsi, or Coliseum exclusive partners.
- B. Subject to the other provisions of this Section 8, Licensee shall have the right to sell Hockey and On-Ice Advertising for the Games. All revenues generated from the sale by Licensee of such Hockey and On-Ice Advertising shall be retained by Licensee, provided that all such sales shall be subject to the prior written approval of Operator, with the exception of the U.S. Cellular Coliseum logo to be presented on the ice and on the video board. Operator hereby retains the right to sell Hockey and On-Ice Advertising for the Home Games, for which Operator shall receive a commission of ten percent (10%) on gross sales revenues from such sales. All remaining revenues shall be paid to Licensee at the time of settlement in accordance with Section 11 herein.
- C. Licensee shall not sell or receive any sales proceeds from the sale of Coliseum Advertising.
- D. Licensee understands that United States Cellular Corporation ("U.S. Cellular") is the "Official Wireless Provider" of the Coliseum, and hereby agrees that Licensee shall not sell and Licensor expressly prohibits the sale of any advertising or sponsorship or co-sponsorship to any manufacturer, seller, distributor, or dealer of telecommunications services or telecommunications equipment, other than U.S. Cellular.
- E. Licensee understands that Pepsi-Cola General Bottlers, Inc., d/b/a Pepsi Americas ("Pepsi") is the "Official Soft Drink" provider of the Coliseum, and hereby agrees that Licensee shall not sell and Licensor expressly prohibits the sale of any advertising or sponsorship or co-sponsorship to any manufacturer, seller, distributor, or dealer of any non-alcoholic beverages, other than Pepsi.
- F. All sponsorships of the Games presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Operator for its prior approval before use, which approval shall not be unreasonably withheld.

9. LICENSE FEE; SUITE AND CLUB SUITE TICKETS. In consideration of the License granted herein and Licensor's agreement to perform its duties as established herein Licensee shall pay Licensor the following (collectively the "License Fee"):

- A. Rental fee of \$5,000 per game, subject to (unless withdrawn by Licensor or Operator on a year to year basis) the "Attendance Incentive Credit" defined in Subparagraph B below (the "Base License Fee");
- B. Subject to an annual review at the end of each Hockey Season by Licensee and Operator and Operator's right at the end of the second Hockey Season in the Initial Term to withdraw the Attendance Incentive Credit, Licensor shall reduce or allow as credit against the Base License Fee, as follows:

Number of Fans in Attendance*	Attendance Incentive Credit	Base per Game License Fee
0 – 1,499	\$0	\$5,000
1,500 – 1,999	\$750	\$4,250
2,000 – 2,499	\$1,000	\$4,000
2,500 – 2,999	\$1,250	\$3,750
3,000 – 3,499	\$1,750	\$3,250
3,500 – 3,999	\$2,250	\$2,750
4,000-4,499	\$3,250	\$1,750
4,500-4,999	\$4,500	\$500
5,000 or over	\$5,000	\$0

- * As determined by actual turnstile attendance figures but including a maximum of five hundred complimentary tickets per Home Game to be maintained by Licensor for each Home Game. A complimentary ticket is one for which Licensee received no value or payment.
- C. A parking fee of fifty cents (\$0.50) per ticket sold to each Home Game, except that no Parking Fee shall be due for the first five hundred (500) tickets per Home Game.
- D. A facility fee of fifty cents (\$0.50) per ticket sold to each Home Game, except that no Facility Fee shall be due for the first five hundred (500) full, partial and club seat tickets per Home Game;
- E. All suite revenue (suite fee and suite ticket) shall go to Licensor, provided however, Licensor shall pay Licensee the sum of two thousand seven hundred fifty dollars (\$2,750.00) - for each full suite season ticket (total 14 full season tickets per suite) sold and the sum of one thousand three hundred seventy-five dollars (1,375.00) for each half suite season ticket (total 7 half season tickets per suite) sold. Said sum shall be paid pro rata after each game as provided in paragraph 11C herein.
- F. Licensor shall retain all Coliseum Club seat membership annual dues and a commission of ten percent (10%) for each Coliseum Club season ticket sold by Licensor (ninety percent (90%) to Licensee).

- G. Operator and Licensee may from time to time negotiate and based upon mutual agreement designate up to six (6) Home Games as "special events" with whole or partial waiver of facility fee and/or parking fee.
- H. At each Home Game Licensee shall have the use of two Party Suites, that being two suites with fifty (50) seats. Licensee shall receive all revenue from the Party Suites. Said sums shall be paid after each game as provided in paragraph 11C herein.
- I. At each Home Game Licensee shall have the use of the Ice Box Area at the West end of the Coliseum, with maximum capacity of eighteen (18). Licensee shall receive all revenue from the Ice Box Area. Said sums shall be paid after each game as provided in paragraph 11C herein.
- J. Licensor may make available from time to time, in its sole discretion non-leased suites at selected Home Games for Licensee's use. Such shall be available only if the Party Suites, Ice Box and group areas are sold out. With respect to such non-leased suites Licensor shall receive a minimum of five dollars (\$5.00) per ticket for each suite ticket sold. All such requests shall be made through and coordinated with the Coliseum Director of Premium Seating.

10. MERCHANDISING AND CONCESSIONS.

- A. Concessions. Licensor specifically and exclusively reserves to itself and its concessionaires the right to sell, and all proceeds from the sale of food, refreshments and beverages, parking privileges and all other concessions at the Games and practices (except as otherwise provided for merchandising in Subsection 10B herein). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage or other non-Team merchandise concessions and shall have no right to operate a food or beverage concession during the Games, practices, or other Team events. The Gross Concession Revenue from the sales of concessions and catering sales, at each Home Game shall be divided as follows:

Gross Concession Revenue	Licensor	Licensee
0 - \$100,000.00	90%	10%
\$100,001.00 - \$150,000.00	87%	13%
\$150,001.00 and over	85%	15%

- B. Merchandising. With respect to team merchandise concessions, Licensee shall sell such team merchandise, and retain all proceeds from the sale thereof after deduction of applicable taxes and city licenses and inspections charges. Licensee shall provide all labor and staff required by it for all team merchandise concessions. Licensee shall insure against and bear the risk of damage, theft or other losses of such merchandise, whether or

not such merchandise is in the possession or control of Licensor at the time of such loss, and shall be responsible for all freight and transportation of such merchandise to and from the Coliseum.

C. Parking. Licensor shall retain 100% of parking fee revenue.

11. FEE/REIMBURSEMENT SETTLEMENTS.

- A. Licensor shall keep such records as will accurately reflect ticket, concession, and suite revenue for each Game along with records of all reimbursable expenses.
- B. Between September 1 and September 15 preceding each Hockey Season Licensee and Operator shall preliminarily review and account to one another for the reimbursable expenses, club and suite ticket revenue, list and split of shared sponsorships, and commissions for the upcoming Hockey Season (the "Initial Preliminary Settlement").
- C. Within five (5) business days after each Home Game Licensee and Operator shall conduct a preliminary settlement/account for fees, reimbursables, expenses, and commissions due to each party for the Home Game ("Game Settlement"). The Base License Fee (subject to the Attendance Incentive Credit, if applicable), the Parking Fee, the Facility Fee and the Video Production Fee shall be payable to Licensor at the Game Settlement. The pro rata share of Licensee's suite and club seat proceeds shall be paid to Licensee, provided however such sums may be offset by any sums due Licensor by Licensee.
- D. Within 30 days after the last Home Game or the close of the Hockey Season, whichever occurs last, Licensee and Operator shall submit to the other written and itemized final settlements/accounting of Hockey Season attendance, fees, reimbursables, expenses, commissions, and any other sums which remain due to the other (the "Final Settlement"). All sums due Licensor shall be paid Licensor within ten (10) days after the Final Settlement.
- E. Licensee shall have no right of set off.

12. COLISEUM USE/OCCUPANCY.

- A. Licensor reserves the right and Licensee accepts the right of Licensor to adjust and reschedule the time and date of up to three (3) scheduled Home Games per season. Licensor will exercise its right to reschedule only when, in its sole discretion, the date is needed for a large show or concert. Licensor shall give Licensee at least sixty (60) days notice of any Game date adjustments and substitute best available time and date.
- B. The Operator shall provide practice time to Licensee free of charge with a maximum time of three (3) hours per day and an average of four (4) days per week. Such practice time shall be subject to Coliseum event schedule and availability of the Coliseum ice.

13. TICKET SALES AND BOX OFFICE SERVICES.

- A. During the Term hereof, all admittance into the Coliseum shall be by ticket only. Tickets to the Home Games shall be issued on a reserved seating basis unless otherwise specified in writing by Licensor.
- B. Operator shall control and be the primary box office for all ticket sales, except group sales. Operator shall approve in advance Licensee's use of any outside ticket service or outlet for its group ticket sales. Operator shall not permit tickets or passes in excess of the seating capacity of the Coliseum to be sold or distributed.
- C. Licensee shall control group sales. If Licensee seeks the assistance of Operator with respect to group sales for the Games, Licensee shall pay Operator a ten percent (10%) commission for all group sales tickets sold by Operator's Group Sales Department, plus approved expenses. Said commission shall be calculated upon the gross ticket price less applicable sales or amusement fees, if any.
- D. Operator shall have the right to offer tickets at its ticket office and all of its regular outlets or special outlets. Operator shall cause Ticketmaster to furnish ticketing services for the Home Games, and Operator shall act as the custodian of all revenue from the sale of tickets sold. Such revenues shall not be released to Licensee until settlement, in accordance with Section 11 herein. Payment of all "inside charges" or similar charges imposed by Ticketmaster upon the event promoter or venue shall be the sole responsibility of Operator. Licensee may request that ticket sales privileges be extended to additional outlets, and if approved in writing by Operator, Licensee shall assume all responsibility for collection of funds from such outlets and shall be liable to Operator for all fees of tickets cosigned or sold through such outlets.
- E. All general admission and full/partial season tickets shall be sold at the prices established by Licensee. Licensee shall notify Operator in writing by August 1st of each year the general admission and season ticket prices to be charged for the upcoming season. Operator shall establish prices for facility fees, club seat and suite tickets and licenses.
- F. Licensee shall have the right to review the seat allocation for all reporters, critics, reviewers and other working press personnel which have been made by Operator.

14. OTHER AGREEMENTS.

- A. Subject to early termination after the third season of the Initial Term, Licensee may cancel this Agreement or relocate its Home Games to another facility by paying the following in liquidated damages to Licensor:
 - 1. If written notice before January 1st for season that begins in the current calendar year - \$150,000.00
 - 2. If written notice between January 1st and March 31st for season that begins in the current calendar year - \$200,000.00

3. Any cancellation after March 31st for the season that begins in the current calendar year - \$228,000.00
 4. Provided however, Licensee shall not be responsible for the liquidated damages described in this Section 14 if the United States Hockey League (USHL) fails, dissolves, ceases to exist, temporarily halts a Hockey Season or no longer has at least six (6) member teams.
- B. Licensee shall provide Licensors, from a bank acceptable to Licensors, an irrevocable Letter of Credit, guaranteeing Licensee's performance and payment of all sums due Licensors under this Agreement. The Letter of Credit shall be in the amount of One Hundred Thousand Dollars (\$100,000.00) with the Licensors as beneficiary; and shall be irrevocable and non-modifiable during the term of this Agreement, including any extensions thereof. The terms of the Letter of Credit shall allow the Licensors to draw on the Letter of Credit for the payment of any sums due Licensors under this Agreement and which remain due after notice of default as described in Sections 18 and 19 herein.

15. COMPLIANCE WITH LAWS.

- A. Licensee shall abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Illinois, the City of Bloomington (including their income, sales, payroll and withholding tax laws), and their respective agencies, as well as all rules and regulations of Licensors for the use, occupancy and operation of the Coliseum, as they may be amended from time to time by Licensors for the safe, orderly, proper and efficient operation of the Coliseum. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and make returns and pay all such taxes or charges immediately when due, provide evidence of its compliance to Licensors upon request, and indemnify Licensors against all liability, claim, loss or payment of any kind by reason of Licensee's failure or omission to comply with any such law or regulation and/or to pay all or any such taxes or charges. Licensee shall advise all exhibitors offering goods for sale that applicable sales tax must be filed designating that such sales were made in the Coliseum.
- B. Licensee shall not use or attempt to use any part of the Coliseum for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensors. Licensors shall have the right, acting in its sole and exclusive reasonable discretion, to determine a breach of this provision by Licensee and to exercise its remedies pursuant to this Agreement, including voiding the Agreement.
- C. Licensee agrees not to discriminate against any employee or any applicant for employment for any reasons prohibited by law, and further agrees not to discriminate

against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

- D. Licensee acknowledges that, in the event Licensor believes and requests in writing, in its sole discretion, that any of the athletes or other team staff members that are subject of the Home Games may be “non-resident aliens” (as defined in Section 7701 (b)(1)(B) of the United States Internal Revenue Code (“IRC”)), then Licensor shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Home Games a written certification, in a form acceptable to Licensor in its sole discretion, that there are no “non-resident aliens” (as defined under the IRC) performing at the Home Games, and Licensor has no reasonable basis to believe otherwise, or (ii) such athletes or other team staff members have, prior to the Home Games, entered into a Central Withholding Agreement (“CWA”) with the IRS and withholding agent, and Licensor has been provided with a copy of the CWA prior to the Home Games.
- E. In the event that any minor or foreign national is scheduled to appear in a Game which is the subject of this Agreement, Licensee shall, in advance of such Game, obtain all necessary employment certificates and other permits and authorizations as may be required by any governmental authority.
- F. Licensee recognizes that the Home Games are subject to the provisions of Title III of the Americans with Disabilities Act, 42 U.S.C. 12181 – 12189, (the “ADA”). Licensee represents that it has viewed or otherwise apprised itself of the access into the Coliseum, together with the common areas inside, and accepts such access, common areas, and other conditions of the Coliseum as adequate for Licensee’s responsibilities under the ADA. Licensee shall be responsible for ensuring that the Coliseum complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration, insofar as Licensee modifies, rearranges or sets up in the Coliseum in order to accommodate Licensee’s usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee’s reconfiguration of the seating areas or modification of other portions of the Coliseum in order to accommodate Licensee’s usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with a Home Game are in compliance with the ADA.
- G. Licensee shall not breach any agreements with third parties including its vendors.
- H. Licensee will not violate any League rules, bylaws, regulations, or membership agreements, whether or not the League enforces such violations.

16. INSURANCE.

- A. Licensee shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of Licensee which shall insure all operations of Licensee contemplated by this Agreement and the contractual assumption of liability reflected by this Agreement, including but not limited to the following: premises operations, products/completed operations, personal and advertising injury, contractual liability, independent contractors, broad form property damage, and personal injury. Such insurance shall be written with a limit of at least \$1,000,000 per occurrence/\$1,000,000 aggregate and an Excess Umbrella Policy with limits of \$5,000,000 that follows form with the primary coverage, for bodily injury and property damage liability, personal injury liability and coverage for all acts and/or omissions of any employees, agents, players, performers, contractors or sub-contractors retained by Licensee. Such insurance shall be endorsed to be primary to and not contributory with any coverage of Operator or the City of Bloomington, which may be applicable to the claim. Licensee shall also cause the required policy of insurance to be endorsed to include Operator, the City, and their officers, directors, agents and employees as additional insureds with respect to the operations and obligations contemplated by this Agreement.
- B. Licensee shall also maintain, at its own cost and expense, Workers' Compensation Insurance pursuant to the requirements of Illinois law, covering its paid players, performers, other employees, and any contractors or subcontractors of Licensee who do not provide certificates of insurance evidencing workers' compensation coverage of their employees, whose services are contemplated by this Agreement.
- D. Licensee shall also maintain, at its own cost and expense, Automobile Liability Insurance with a combined single limit of \$1,000,000 if utilizing automobiles, vans, trucks, or other motor vehicles in or around the Coliseum.
- E. All insurance policies maintained by Licensee pursuant to this Agreement shall be written with companies licensed to conduct business in the State of Illinois and having at least an A rating in the most recent A.M. Best's Manual.
- F. CERTIFICATES OR BINDERS EVIDENCING INSURANCE REQUIRED PURSUANT TO THIS PARAGRAPH SHALL BE PROVIDED TO LICENSOR NOT LESS THAN THREE (3) DAYS PRIOR TO LICENSEE COMMENCING ANY OPERATIONS OR ACTIVITIES PURSUANT TO THIS AGREEMENT. The policies shall also provide, and the certificates shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor. If the Licensor initially provides binders, it shall provide certificates evidencing the required coverage within thirty (30) days thereafter.
- G. LICENSOR SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO LICENSEE IF LICENSEE DOES NOT DELIVER TO LICENSOR THE CERTIFICATE OR CERTIFICATES OF INSURANCE REQUIRED HEREUNDER. IN THE EVENT OF SUCH

TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES AND/OR LOSS OF PROFITS SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER INCLUDING THE LIQUIDATED DAMAGES PROVIDED FOR IN ARTICLE 13.

- H. In the event that Licensee fails to procure and present the aforesaid insurance, Licensor shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable hereunder.

17. INDEMNITY.

- A. Licensee hereby agrees to indemnify, defend, save and hold harmless Operator, the City of Bloomington, and their aldermen, trustees, directors, officers, employees, representatives, and agents, and any of Operator's successors or assigns, from and against any and all claims, suits, actions, losses, injuries, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and expenses and costs of investigation (whether or not litigation occurs) incurred in connection therewith, occasioned with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted or the provision by Operator of materials, equipment or services in connection therewith or (iii) the negligent acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or athletes appearing in the Games (including support personnel in connection with the presentation of the Games), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Coliseum by Licensee, during the Term or any other time while the Coliseum (or any part thereof) is used by or are under the control of Licensee, excepting that Licensee's obligation to indemnify, defend, save and hold harmless Operator shall not extend to any claims for damages or expenses which arise from Operator's gross negligence or willful misconduct. The provisions of this paragraph shall survive any expiration or termination of this Agreement.
- B. Licensor, Operator and the City of Bloomington hereby agrees to indemnify, defend, save and hold harmless Licensee and any of Licensee's successors or assigns, from and against any and all claims, suits, actions, losses, injuries, damages, liability, costs and expenses, including, without limitation, reasonable attorney's fees and expenses and cost of investigation (whether or not litigation occurs) incurred in connection therewith, occasioned with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensor, Operator, or the City of Bloomington or (ii) the negligent acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensor, Operator or City of Bloomington or any of its agents, owners, officers, directors, members, manages, representatives, contractors, exhibitors, employees, servants, guests, or invitees, or any personnel provided in connection with the

presentation of the games, persons assisting Licensor, Operator or City of Bloomington (whether on a paid or voluntary basis) or any person admitted to the Coliseum by Licensor, Operator or City of Bloomington during the Term or any other time while the Coliseum (or any part thereof) is used by or are under the control of Licensor or Operator, excepting that the Licensor's or Operator's obligation to indemnify, defend, save and hold harmless Licensee shall not extend to any claims for damages or expenses which arise from Licensee's gross negligence or willful misconduct. The provisions of this paragraph survive any expiration or termination of this Agreement.

18. DEFAULT. A party shall be in default under this Agreement if:

- A. Such party shall default in the performance or fulfillment of any covenant, term, requirement or condition contained herein on its part to be performed or fulfilled and such party shall fail to cure such default within twenty (20) days for any monetary default or thirty (30) days for any non-monetary default, after such party has been served with written notice of such default or thereafter without the written consent of the Operator, fails to diligently prosecute such cure of a non-monetary default within a reasonable time;
- B. Failure to pay the License Fee, reimbursable expenses or liquidated damages or any part thereof when due shall be a monetary default;
- C. Such party makes a general assignment for the benefit of creditors, takes the benefit of any insolvency act or files a voluntary petition in bankruptcy;
- D. An involuntary petition in bankruptcy is filed against such party or a receiver or trustee is appointed for such party's property and such filing or appointment is not dismissed within ten (10) days;
- E. Licensee fails to maintain its Membership during the Term.
- F. Licensee fails to perform any term, condition or obligation of it under this Agreement.
- G. Licensor or Operator fails to perform any term, condition or obligation of it under this Agreement.

19. REMEDIES ON DEFAULT.

- A. In the event of a default under this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default and the defaulting party shall be liable for all reasonable losses and damages incurred as a result of the default including incidental and consequential damages and lost profits, or the liquidated damages specified in Section 14 herein, if applicable. If the defaulting party shall not cure said default within twenty (20) days of written notice for a monetary breach and thirty (30) days of written notice for a non-monetary breach, the non-defaulting party, at its option, shall have the non-exclusive right to (i) cancel this Agreement without further notice thereof to Licensee, (ii) sue Licensee for legal or equitable relief, and/or (iii) pursue any other remedy allowed hereunder or under applicable law; provided, however, in the event the Licensor may suffer irreparable harm as a result of the Licensee's breach, then Licensor shall not be

required to give written notice to Licensee, or to wait any period of time before pursuing any remedies hereunder or under applicable law.

- B. In addition to the remedies provided elsewhere herein, in the event of a default or breach by Licensee, Licensor shall recover from Licensee its costs of collection and litigation, including reasonable attorney's fees and expenses and costs of investigation (whether or not litigation occurs). Similarly, in addition to the remedies provided elsewhere herein, in the event of a default or breach by Licensor, Licensee shall recover from Licensor its costs of collection and litigation, including reasonable attorney's fees and expenses and costs of investigation (whether or not litigation occurs).
- C. Any default or breach by Licensee under this Agreement consisting of a failure to make payment when due shall incur interest at the rate of one percent (1%) per month from the date payment was due and until paid, compounded monthly.

20. LOSS OF USE OF COLISEUM AND FORCE MAJEURE.

- A. In the event any Coliseum building structure or improvement is damaged by fire, earthquake, acts of God, the elements or other casualty covered by the insurance maintained by Licensor, and if such damage is covered by such insurance and the insurance proceeds are adequate to repair, replace and restore such damage, and such insurance proceeds are made available to Licensor for such repair, replacement or restoration, Licensor shall be obligated to repair, replace and restore the damage in a good and workmanlike manner in accordance with all applicable laws, rules and regulations if such restoration would be practical considering the then remaining balance of the Term. In the event Licensor shall fail to restore the damage so that the Coliseum shall be suitable for playing Hockey Games within nine (9) months after commencement of such restoration work, other than by reason of Force Majeure, Licensee may terminate this License by giving written notice to that effect to Licensor before such restoration is completed within thirty (30) days after said nine (9) month period. In the event Licensee terminates this Agreement under the aforesaid provisions, Licensee shall be relieved of all obligations arising or required to be performed by Licensee on and after the date of the damage. All sums to be credited to Licensee shall be paid and the Term shall be deemed to have ended as of the date of the damage. If this Agreement is not terminated, all the rents and other sums otherwise payable for the period of non-use by Licensor or Licensee to the other shall abate during the period of non-use by Licensee, and Licensee shall have the right during such period of non-use to play its games elsewhere either within or outside of the City of Bloomington, Illinois.
- B. In the event any Coliseum building, structure or improvement is damaged by the casualties referred to in above, and the proceeds of insurance maintained by the Licensor are inadequate to pay the restoration costs, Licensor shall deliver to Licensee written notice, within eight (8) months after such damage, indicating whether Licensor proposes to make the required repairs, replacements and restorations, at Licensor's expense. If the notice delivered by Licensor to Licensee indicates that Licensor does not propose to make the repair, replacement or restoration, or if the Licensor fails to deliver to Licensee any notice of intent hereunder, or if Licensor shall fail to restore the damage so that the

Coliseum shall be suitable for playing Hockey Games within nine (9) months after commencement of such restoration work, other than by reason of Force Majeure, Licensee may terminate this Agreement by giving written notice to Licensor to that effect prior to completion of such restoration within thirty (30) days after either receiving notice of Licensor's intent not to restore, or the expiration of said eight (8) month period without having received any notice from Licensor, or after such nine (9) month period as the case may be. In the event of such termination, Licensee shall be relieved of all obligations arising or required to be performed by Licensee after the date of the occurrence of the damage and this Agreement shall be deemed to have ended as of the date of such damage; provided, however, that Licensor and Licensee, as the case may be, shall pay forthwith to the other any amounts outstanding which arose before the date or occurrence of the damage under this Agreement.

- C. If any event occurs whereby Licensor's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensor's control and which it could not by reasonable diligence have avoided, such as destruction or damage to the Coliseum or unfitness of the Coliseum for occupancy as a result of fire or other Act of God, riot, labor strike, work stoppage, refusal to work, lock-out, slow-down, picketing, boycott, or any other concerted activities, whether engaged in by employees or non-employees of Licensor, national or local emergency, terrorist act, calamity or other cause not entirely within Licensor's control (each a "Licensor Force Majeure"), Licensor's performance under this Agreement shall be suspended for the period of the Licensor Force Majeure, and Licensor shall return to Licensee any advance payment made by Licensor for the affected period without any further liability or obligation on the part of Licensor which arises out of such suspension.
- D. If any event occurs whereby Licensee's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensee's control and which it could not by reasonable diligence have avoided (each a "Licensee Force Majeure"), then, without limiting Licensor's rights as a result of the occurrence of the Licensee Force Majeure, Licensor shall have the option, without liability, to suspend the engagement for the Home Game for the duration of such Licensee Force Majeure, by giving Licensee written notice thereof.
- E. Upon removal or cessation of the Licensor Force Majeure or Licensee Force Majeure, as applicable, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Home Game remaining in the Term.

21. MISCELLANEOUS.

- A. This Agreement shall be subordinate to the Management Agreement.
- B. The parties recognize the City of Bloomington as a party or a third-party beneficiary of this Agreement.
- C. The Licensor reserves and shall always have the right at all times to enter the Coliseum Premises (including, without limitation thereto, any Licensee Exclusive Use Areas) at

reasonable times and upon reasonable prior notice to Licensee (except that no notice shall be required in the event of emergency condition) for the purpose of viewing and ascertaining the condition of the same, or to protect its interest in the Coliseum and the Coliseum Premises or to inspect the operations conducted thereon. In the event that such entry or inspection by the Licensor discloses that the Coliseum Premises are not in a safe or satisfactory condition and, if the maintenance of such area is Licensee's responsibility under this Agreement, the Licensor shall have the right to cause Licensee to correct (at Licensee's cost) any unsafe or unsatisfactory condition created by the Licensee or by the Licensee's occupancy of the Coliseum Premises or by any other team playing in any Home Game with the Licensee in the Coliseum. Licensee shall have the right to inspect the Coliseum Premises at reasonable times and from time to time (and on an emergency basis, where appropriate) and to cause Licensor to correct any unsafe condition if such unsafe condition is the responsibility of Licensor to correct.

- D. This Agreement reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, Letters of Intent, understandings or commitments, written or oral, between the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by all parties hereto. No changes, alterations, additions or deletions to the printed contents of this Agreement shall be effective without the signature or initials of each party to the Agreement at the location of each change, alteration, addition, or deletion.
- E. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service to the following addresses:

Licensee: CSH International, Inc.

City: City of Bloomington
Attn: City Manager
109 East Olive Street
Bloomington, Illinois 61701

With a Copy to: Jeffrey R. Jurgens
City Attorney
109 East Olive Street
Bloomington, Illinois 61701

Operator: Central Illinois Arena Management, Inc.
Attn: John Butler
101 South Madison Street
Bloomington, Illinois 61701

With a Copy to: Mr. William A. Mueller, Jr.
Mueller, Reece & Hinch, LLC
202 N. Center Street
Bloomington, Illinois 61701

Any notice or notices given by (i) hand delivery shall be delivered upon receipt, (ii) overnight express mail service shall be deemed delivered one business day after being sent, and (iii) U.S. Mail shall be deemed delivered three (3) days after mailing.

- F. Licensee shall not transfer or assign any of its rights or obligation under this Agreement nor shall there be any Change in Ownership of Licensee without the advance written consent of City and Operator.
- G. This Agreement is entered into in the State of Illinois, County of McLean, and, in the event of any controversy or litigation whatsoever, shall be subject to the sole venue and jurisdiction in the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois and governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws.
- H. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.
- I. Licensor shall have the right to eject from the Coliseum, without any liability therefore to Licensee, persons engaging in objectionable behavior, even if they are paying ticket holders or other invitees of Licensee and/or Licensor.
- J. Licensee shall look solely to Licensor for performance and for payment and satisfaction of any obligation or claim arising out of or in connection with this Agreement, and Licensee hereby covenants that it shall not assert any claim against or look to the United States Cellular Corporation or Pepsi or any of their officers, directors, employees, or representatives for satisfaction of any such obligation or claim.
- K. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.
- L. Licensor shall not be liable in any way for any acts and/or omissions of any third party, including, without limitation, any ticket agency used by Licensor in connection with the sale of tickets for any Home Game.
- M. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any

subsequent breach or default, whether similar or dissimilar in nature, unless expressly so stated in writing.

- N. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- O. No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by any court, arbitrator, mediator or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. If any words or phrases in the Agreement shall have been stricken or otherwise eliminated, whether or not any words or phrases have been added, this Agreement shall be construed as if the words so stricken or eliminated were never included in the Agreement and no implication or reference shall be drawn from the fact that said words or phrases were so stricken or eliminated. No term or condition of this Agreement shall amend, alter or modify any term or condition of the Development and Management Agreement dated October 5, 2005.
- P. Notwithstanding anything to the contrary in this Agreement or otherwise, any improvement, maintenance, repair, replacement, equipment or other thing resulting from or by reason of any Future League Requirements shall be at the sole cost and expense of Licensee, even though Licensor might otherwise be obligated therefore under the provisions of this Agreement. Such cost shall be advanced by Licensee to Licensor prior to Licensor performing any such maintenance, repair or, replacement or providing any such equipment.
- Q. The undersigned manager/member of Licensee represents and warrants to Licensor that it has the full right, power and authority to execute and enter into and perform this Agreement and that all formalities and consents required under its Operating Agreement have been performed and received.
- R. This Agreement and all obligation of all the parties is contingent upon cancelation of the existing Hockey License Agreement between the Licensor and Illinois Pro Sports, L.L.C.

IN WITNESS WHEREOF, intended to be legally bound, this Agreement is executed as a sealed instrument by Licensor, Operator and Licensee, and the parties have caused this Agreement to be executed as of the day and year first above written.

CSH International, Inc.

By: _____

Its _____

Print Name _____

Print Title _____

CITY OF BLOOMINGTON

By: _____

Its _____

Print Name _____

Print Title _____

CENTRAL ILLINOIS ARENA
MANAGEMENT, INC.

By: _____

Its _____

Print Name _____

Print Title _____



FOR COUNCIL: April 14, 2014

SUBJECT: "TIGER 2014" Discretionary Grant from the U.S. Department of Transportation (US DOT) for the Hamilton Rd. – Bunn to Commerce Connection

RECOMMENDATION/MOTION: Recommend that staff be authorized to proceed with a grant application to the US DOT and the Resolution which supports the project and obligates the City to authorize the local matching funds up to \$2,900,000 be adopted.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; and Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in a cost-effective manner; 1e. Partnering with others for the most cost-effective service delivery; 2a. Better quality roads and sidewalks; and 4d. Improved neighborhood infrastructure.

BACKGROUND: On March 3, 2014, the US DOT released a "Notice of Funding Availability" for its latest round of surface transportation discretionary grant funding, called "TIGER 2014 or TIGER 6." The TIGER program has a minimum request threshold of \$10 million and is only available for projects that can begin construction quickly upon receipt of a grant. In reviewing potential City projects that meet these and other eligibility requirements, staff believes the connection of Hamilton Rd. would be the best submission and most likely way to fund a project of this scale. The TIGER Grant submittal deadline is April 28, 2014.

The Hamilton Rd. (Bunn St. to Commerce Pkwy.) project has been discussed and planned over the past fifteen (15) years. The completed project would:

- Provide an essential east - west arterial for 7.2 miles from Fox Creek Subdivision to 0.5 miles east of Hershey Rd.;
- Construct approximately 3,000' of new four-lane arterial road between Bunn St. and Commerce Pkwy.;
- Relocate existing Norfolk Southern Railway (NSRR) sidings;
- Close the dangerous intersection of Rhodes Ln. and US 150 (Morrissey Dr.); and
- Construct a new at-grade crossing with NSRR. The City has completed concept plans. The concept plans will need to be updated to current standards and guidelines for projects being constructed with federal funds.

TIGER 2014 pays up to eighty percent (80%) of the total project cost with the remaining twenty percent (20%) coming from non-federal sources (most likely a local match). The budget for this project is approximately \$14,500,000. The City has already committed local funds for right of way acquisition and planning and design services. Staff is working to finalize the budget and grant request. If the full \$11.6 million (80%) were awarded, the local match would be \$2.9 million (20%). The City's local match could be covered with unrestricted capital funds, motor

fuel tax funds, or borrowed funds. Grant expenditures will happen over a three (3) year period. Design and acquisition activities would commence upon award in 2014. Construction could begin in 2016. The project could be reduced to accommodate a smaller award than the amount requested.

The connection of Hamilton Rd. should:

- More efficiently move commuters, students, and goods.
- Improve safety by removing an intersection near an at-grade railroad crossing.
- Reduce traffic on substandard or over capacity roadways.
- Provide economic opportunities for development west of the Norfolk Southern Railroad.
- Promote multi-modal transportation from residential and recreational areas to employment centers.

This project is an integral part of the City's infill growth strategy and Comprehensive Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Hamilton Rd. (Bunn St. to Commerce Pkwy.) project has been discussed with stakeholders for the past fifteen (15) years. There is general support for this project, and an understanding by the stakeholders that the project will provide a needed east west arterial street connection in the southern portion of the City.

FINANCIAL IMPACT: The City obligation will be \$2,900,000 matching funds if the project is awarded and the matching City monies would be eligible for Motor Fuel Tax funding. This work was budgeted to be done in the out years in the Motor Fuel Tax Fund and projects will be adjusted to provide for the match.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution Supporting Project
Attachment 2. Project Summary & Map

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 - ____

**A RESOLUTION IN SUPPORT OF TIGER 2014 DISCRETIONARY GRANT
FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE
HAMILTON ROAD – BUNN TO CMMERCE CONNECTION**

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, on March 3, 2014, the U.S. DOT released a “Notice of Funding Availability” for its latest round of surface transportation discretionary grant funding, called “TIGER 2014 or TIGER 6”; and

WHEREAS, the TIGER program has a minimum request threshold of \$10 million and is only available for projects that can begin construction quickly upon receipt of a grant; and

WHEREAS, in reviewing potential City projects that meet the eligibility requirement, the corporate authorities of the City believe the connection of Hamilton Road meets the requirements and would be a way to help finance a project of such magnitude;

WHEREAS, the TIGER 2014 pays up to 80% of the total project cost with the remaining 20% coming from non-federal sources and the estimated cost for the Hamilton Road Connection Project is \$14,500,000; and

WHEREAS, the City has already committed local funds for right of way acquisition and planning and design services and believes the local match would be approximately \$2,900,000 which could be covered with unrestricted capital funds, motor fuel tax funds or borrowed funds; and

WHEREAS, it is believed the Hamilton Road Connection Project would more efficiently move commuters, students and goods, improve safety by removing an intersection near an at-grade railroad crossing; reduce traffic on substandard or over capacity roadways; provide economic opportunities west of the Norfolk Southern Railroad; and promote multi-modal transportation from residential and recreational areas to employment centers; and

WHEREAS, the corporate authority of the City of Bloomington desire to pass this Resolution to demonstrate its support for the application of the TIGER 2014 Grant and the Hamilton Road Connection Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
FOR THE CITY OF BLOOMINGTON, ILLINOIS:**

SECTION ONE: That staff is authorized to proceed with the TIGER 2014 Discretionary Grant application for the Hamilton Road Connection Project. The City Council further states its support of the Hamilton Road Connection Project as well as its support and acknowledgment of the local matching requirements of same.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Agreement and retain an original in her office for public inspection.

ADOPTED this 14th day of April, 2014.

APPROVED this ____ day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Hamilton Road – Bunn Street to Commerce Parkway

Project Purpose: The southeast portion of the City of Bloomington is in need of improved arterial east-west access to:

- More efficiently move commuters, students, and goods.
- Improve safety by removing an intersection near an at-grade crossing.
- Reduce traffic on substandard or over capacity roadways.
- Provide economic opportunities for development west of the Norfolk Southern Railroad.
- Promote multi-modal transportation from residential and recreational areas to employment centers.

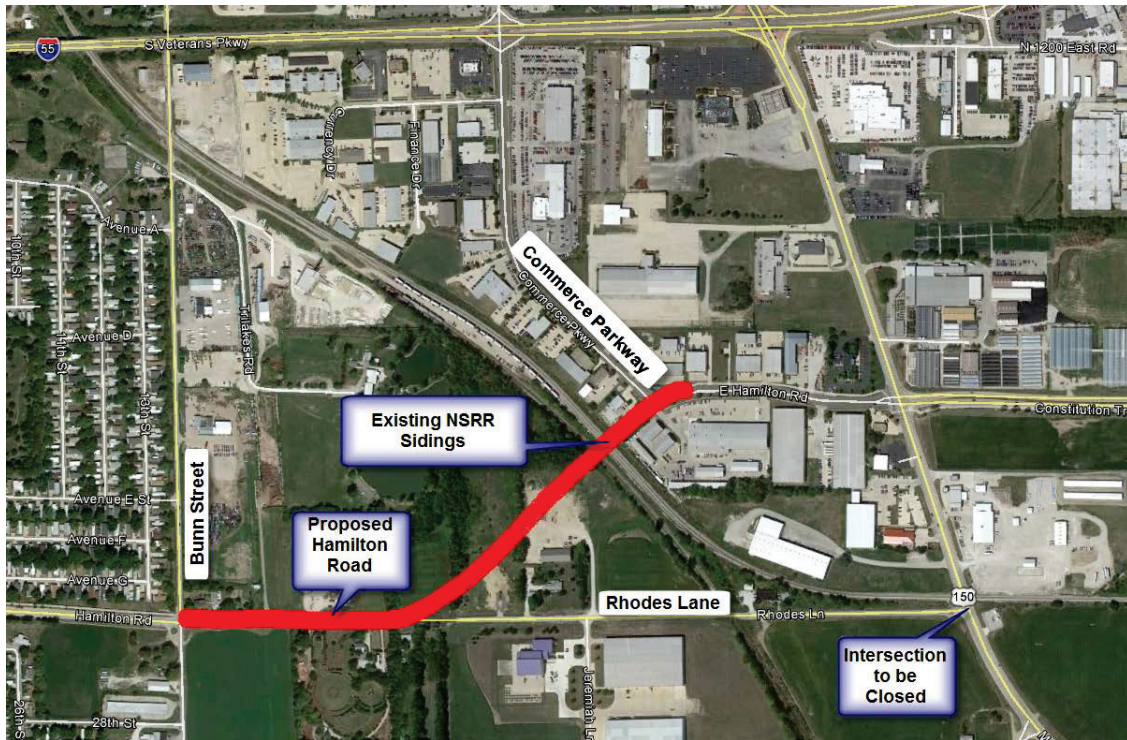
Project Description: The proposed four-lane arterial improvement satisfies the project need by connecting Hamilton Road from Bunn Street to Commerce Parkway. This includes an at-grade crossing of the Norfolk Southern Railroad (NS) and the relocation of an NS siding and storage facility. The project also includes the closure of the dangerous intersection of US 150 (Morrissey Drive) and Rhodes Lane immediately adjacent to the Morrissey Drive/NS at-grade crossing. The proposed grade crossing and siding relocation has been intermittently discussed with the NS over the last fifteen years.

Project Benefits: This 3,000 foot improvement results in a 7.2 mile continuous east-west arterial from west of Veterans Parkway (I-55 Business) and Fox Creek Subdivision to Hershey Road and the State Farm South Campus. The project:

- Greatly reduces travel time for State Farm employees living south and west of the NS,
- Is key to State Farm operations as it provides a safer connection to the Research, Flex I and Flex II facilities off of Rhodes Lane,
- Provide direct access to State Farm Park and the Constitution Trail,
- Provides more direct and safer movement of students from the Fox Creek area to the new Junior High School on US 150 (Morrissey Drive),
- Relieves traffic volumes on substandard sections of Rhodes Lane, and
- Safety is improved by closing the Rhodes Lane/Morrissey Ave. intersection.
- Traffic is projected to be over 15,000 ADT upon completion.

Project Need: The City of Bloomington is seeking support for a TIGER Grant in the amount of \$14,500,000 or assistance securing other federal funds to make this strategic project a reality.







ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 14, 2014

ADDITION TO CONSENT AGENDA

- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum.*



ADDENDUM II

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 14, 2014

CHANGE TO CONSENT AGENDA

- Item 7C. Appointments and Reappointments to Various Boards and Commissions.
 Removed the appointment of Linda Curtis.