

**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 7:00 p.m., Monday, March 10, 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 Pro Tem Alderman Schmidt who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Kevin Lower, David Sage, Robert Fazzini, Joni Painter, Karen Schmidt, and Jim Fruin.

Deputy City Manager Barbara Adkins, City Clerk Tracey Covert, and Asst. Corporate Counsel George Boyle were also present.

The following was presented:

Request to participate via telephone as Mayor Renner and Aldermen Mwilambwe and Black were out of town on City business.

Motion by Alderman Fazzini, seconded by Alderman Fruin that Mayor Tari Renner, Aldermen Mwilambwe and Black be allowed to participate remotely via telephone.

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

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

Nays: None.

Motion carried.

PUBLIC COMMENT: Mayor Pro Tem Alderman Schmidt opened the Public Comment section of the meeting. She added that there would not be a response from the City under the Public Comment portion of the meeting.

Gary Lambert, 3018 E. Oakland Ave., addressed Council. He had received the Bicycle Path Survey in his water bill. In his opinion, the City was only interested in positive input.

He also addressed the R.R. Donnelley/STL agenda item which would cost the City \$75,000. The agreement was for operational expenses and the Council would be setting a

precedent. He believed that these firms would be back next year requesting additional money.

Mr. Lambert cited an article in the Pantagraph that referenced \$4 million for road repairs. The Council issued \$10 million in bonds which he believed would be additional funding for roads. The Pantagraph reported that the City would only spend borrowed funds for road repairs. The article also mentioned the \$1.5 million bond debt payment. The impact upon street repairs was the loss of \$4 million. The Council took dollars from the many to spend it on the few. He cited \$600,000 was spent for parks. \$10 million bond issue should be for roads. The proposed FY 2015 Budget included paving golf cart paths. He stated that eleven percent (11%) of the population lived below the poverty line. The budget included an increase to the Utility Tax. The City was building a slush fund.

Alton Franklin, 508 Patterson Dr. addressed the Council. The \$75,000 agreement would not set a precedent. It came on the heels of the \$300,000 given to the Ashley Furniture dealer.

He stated that a sitting Alderman wanted to change the way citizens were represented, to their detriment. The Mayor wanted to build a war chest to find people of common vision. The trends were illuminating. The Council needed to recognize that eleven percent (11%) of the population lived below the poverty line. There were important items to address. The City needed a responsible, responsive Council.

The following was presented:

SUBJECT: Retirement of Thomas Kent Berglund

RECOMMENDATION/MOTION: Recognition of retirement.

STRATEGIC PLAN LINK: Not applicable.

STRATEGIC PLAN SIGNIFICANCE: Not applicable.

BACKGROUND: Thomas Kent Berglund began his employment with the City on May 4, 1970 at the Front St. Fire Station. His Fire Chief at this time was Roland Behrends. He rode the ambulance for four (4) years at this station until April, 1975 when he was assigned to Station #3 where he was the Engineer on the Snorkel Truck. Tom ended his first career with the City as an Engineer on July 31, 1995 and began his second career with the City on August 1, 1995 as the first Maintenance Coordinator for the Fire Department.

Tom and his wife Sue will be celebrating fifty (50) years of marriage in October. They have two (2) daughters: Tammy S. Clem (husband Pastor Michael Clem) and Heidi D. Hauss (husband Terry). Tom has two (2) granddaughters: Denise Clem and Melissa Clem. Tom is very proud of his daughters' accomplishments in life and he adores his grandchildren.

Tom has been active in the following organizations:

-Order of Eastern Star of Illinois – has been Worthy Parton for nine (9) terms.

-Served five (5) years on the Eastern Star Nursing Home Board of Governors and ended his term as President.

-Served as a Grand Representative to both Nebraska and District of Columbia for the Eastern Star of Illinois.

-Served on the Bloomington Municipal Credit Union Board for thirteen (13) years. He was appointed as the Chairman of the Credit Committee and the last four (4) years as the Vice Chairman of the Board.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:Mike Kimmerling, Fire Chief

Recommended by:

David A. Hales
City Manager

Mayor Pro Tem Alderman Schmidt introduced this item and requested Mike Kimmerling, Fire Chief, and Tom Berglund come forward to address the Council.

Chief Kimmerling thanked Mr. Berglund for his forty-three (43) years of dedicated service to the City. Mr. Berglund always had the best interest of the City and the Fire Department in mind. He served the City as both a firefighter and as the City's first Maintenance Coordinator. The Maintenance Coordinator position was often a thankless job but Mr. Berglund approached it with enthusiasm. He has been a great department mentor and would be missed. He has been a distinguished employee and an involved citizen in the community.

Mr. Berglund addressed the Council. He thanked them for the recognition. He would be leaving the community upon his retirement.

The following was presented:

SUBJECT: Proclamation of March 10, 2014 as Elmo C.J. Quinn and Family Day

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

BACKGROUND: The proclamation will be presented:

Declaring March 10, 2014 as Elmo C.J. Quinn and Family Day.

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 Pro Tem Alderman Schmidt introduced this item. She noted that Alderman Stearns would present the Proclamation.

Alderman Stearns believed that Main St. would never be the same without Quinn's Shell. Elmo Quinn had enriched the community with his station and service. He always had a kind word for his customers. Alderman Stearns read and presented the Proclamation to Mr. Quinn.

Elmo Quinn addressed the Council. He thanked them for the Proclamation. It had been a pleasure to serve five (5) generations of customers. His retirement plans included serious fishing.

Motion by Alderman Fazzini, seconded by Alderman Painter that the Proclamation be placed on file.

The Mayor Pro Tem 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: Council Proceedings of February 24, 2014 and Work Session Minutes from February 10 and February 24, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of February 24, 2014 and Work Session Minutes from February 10 and 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 February 24, 2014 and the Work Session Minutes from February 10 and 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 Painter that the reading of the minutes of the previous Council Proceedings of February 24, 2014 and Work Session Minutes from February 10 and February 24, 2014 be dispensed with and the minutes approved as printed.

The Mayor Pro Tem 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 Thursday, March 6, 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 Painter that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor Pro Tem 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 for the Police Department Training Facility Range Re-Roofing Project

RECOMMENDATION/MOTION: That the bid for Re-Roofing four (4) buildings at the Police Training Facility/Range be awarded to River City Roofing, in the amount of \$101,500, and the Purchasing Manager be authorized to issue a Purchase Order.

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 Firing Range Facility needs to be maintained as it is used by not only the Bloomington Police Department but also the Sheriff's Department and Normal Police Department. Re-roofing is the first phase. Other phases include mold removal, heating, ventilation and air condition system, firing range exhaust system, plumbing, and general restoration.

The Procurement Manager, as directed by David Hales, City Manager, acquired architectural and engineering analysis services from Shive-Hattery. Plans and specifications for re-roofing key structures of the facility located east of the City near Colfax were undertaken in order to accommodate a December 2013 project completion date. Considered in the plans and specifications were: re-roofing the two (2) primary buildings (lodge and indoor firing range), the replacement of dilapidated gutters on those two (2) primary buildings, and replacing the roofs on two (2) other ancillary buildings (garage and outdoor firing range shelter). The Police Department's Master Plan calls for the orderly redevelopment of the training facility.

A winter storm on November 17, 2013 caused additional damage to the roofs and appurtenances of the four (4) buildings. This was prior to the advertisement for bids being published and caused a delay in the project timeline. In order to stop further damage, re-roofing of all four (4) structures became imperative.

The bids/specifications were developed to provide a variety of choices for meeting the roofing needs of the facility.

Bid specifications:

Base bid -- Two main buildings roofed with asphalt “three tab” shingles

Alternate 1 -- Two secondary buildings roofed with asphalt “three tab” shingles

Alternate 2 -- Two main buildings roofed with aluminum panels

Alternate 3 -- Two secondary buildings roofed with aluminum panels

The invitation to bid the project was advertised in the Pantagraph on January 24, 2014 and bids were subsequently opened on February 21, 2014. There were seven (7) responses to the advertisement. The responses included one “no bid” and six (6) sealed bids for the proposed work.

Below is a bid summary analysis. The summary identifies the three (3) most viable combinations of roofing combinations. Each combination was bid without exception to the specifications and is identified as follows:

Re-roofing the four (4) buildings identified with standard asphalt shingles -- \$101,500 River City Roofing

Re-roofing the four (4) buildings using standard aluminum panels -- \$148,400 Wyman Roofing

Re-roofing the two (2) main buildings using standard aluminum panels -- \$114,500 Wyman Roofing

The specified warranties are forty (40) years for the asphalt shingles and twenty (20) years for the aluminum panels.

	BASE	Alt. 1	Alt. 2	Alt. 3	Base + Alt. 1	Alt. 2 & 3	Alt. 2
Action Roofing	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
ACR Advanced	\$113,505	\$23,293	\$116,909	\$49,021	\$136,798	\$302,728	\$230,414
CAD	\$91,886	\$21,733	\$37,003	\$6,235	\$113,619	\$156,857	\$128,889
Peoria Roofing	\$92,000	\$19,590	\$88,524	\$18,410	\$111,590	\$218,524	\$180,524
Wyman Roofing	\$97,000	\$19,200	\$17,500	\$14,700	\$116,200	\$148,400	\$114,500
KRC	\$104,815	\$25,128	\$38,700	\$7,500	\$129,943	\$176,143	\$143,515
River City Roofing	\$84,500	\$17,000	\$123,000	\$42,000	\$101,500	\$266,500	\$207,500

Based on the information available, River City Roofing is the appropriate choice for re-roofing the four (4) buildings identified as the Base Bid and Alternate 1 using asphalt shingles.

Although the bid is \$101,500, the City would be well served by adding a 33% contingency to the budget because of the conditions at the facility and the likelihood of unforeseen circumstances. While the budget would be \$135,000, the contractor is not due any extra without concurrence from the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The external stakeholders identified in the 2013 BPD Firing Range Master Plan include: Normal Police Department, McLean County Sheriff's Office, MTU8, US Marshals, Illinois State University ROTC, and Secretary of State Police.

FINANCIAL IMPACT: The Police FY 2014 budget includes \$273,790 for range improvements. The budgeted amount is in Police - Other Supplies (10015110 - 71190). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Brendan O. Heffner, Chief of Police

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Painter that the bid for Re-Roofing four (4) buildings at the Police Training Facility/Range be awarded to River City Roofing, in the amount of \$101,500, and the Purchasing Manager be authorized to issue a Purchase Order.

The Mayor Pro Tem 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: Intergovernmental Agreements with the County of McLean and Town of Normal, Regulating Use of the Police Range Facility

RECOMMENDATION/MOTION: That the intergovernmental agreements with the County of McLean and Town of Normal be approved, in the amount of \$8,221.98 each, 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 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal and the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreements expired on December 31, 2013. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 payable on January 1, 2014 and represents payment for use from January 1, 2014 to December 31, 2014. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2014 to December 31, 2014. These are one (1) year agreements. There is no rate increase for this contract due to range conditions and our inability to make contractually promised repairs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and the County of McLean.

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 254. The Town of Normal's revenue will be recorded under "Police - Town of Normal" (10015110 - 53350) and the County's amount under "Police-McLean County" (10015110 - 53320).

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN REGULATING THE USE BY THE COUNTY OF
MCLEAN OF THE POLICE SHOOTING RANGE FACILITY OF THE CITY OF
BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency/Agencies”: The County of McLean Police Agency.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency

using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2014. This fee shall be paid on January 1st of 2014 and shall represent payment for use from January 1, 2014 until December 31, 2014. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st of the agreement year. ~~However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with~~

~~concrete, pour a concrete pad for a future “entry house,” and increase the size of the rifle range, if feasible.~~ If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2014 and terminating on December 31, 2014. First payment is due January 1, 2014.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: _____
Chairman, McLean County Board

ATTEST: _____
McLean County Clerk

Date: March 11, 2014

CITY OF BLOOMINGTON

By: Tari Renner
Mayor

ATTEST: Tracey Covert
Bloomington City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL REGULATING THE USE BY THE TOWN OF
NORMAL OF THE POLICE SHOOTING RANGE FACILITY OF THE CITY OF
BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency/Agencies”: The Town of Normal.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range

officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2014. This fee shall be paid on January 1st of 2014 and shall represent payment for use from January 1, 2014 until December 31, 2014.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st of the agreement year. ~~However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future "entry house," and increase the size of the rifle range, if feasible.~~ If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other jurisdiction entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting

claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2014 and terminating on December 31, 2014. First payment is due January 1, 2014.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

	TOWN OF NORMAL
Date	By: _____ Mayor
	ATTEST: _____ Normal Town Clerk

Date: March 11, 2014	CITY OF BLOOMINGTON
	By: Tari Renner Mayor
	ATTEST: Tracey Covert Bloomington City Clerk

Motion by Alderman Fazzini, seconded by Alderman Painter that the Intergovernmental Agreements with the County of McLean and Town of Normal be

approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor Pro Tem 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: Application of CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., requesting a RAS liquor license

RECOMMENDATION/MOTION: That a RAS liquor license for CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., requesting an RAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. 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 Peter Goranitis, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Peter Goranitis, owner/operator and Applicant's representative, addressed the Commission. He was negotiating the purchase of CJ's Restaurant, had filed an application for a liquor license and planned to move to Bloomington.

Commissioner Jordan questioned the sale time line. Mr. Goranitis informed the Commission that the sale was contingent upon approval of the liquor license. He noted that currently the business held an "R", Restaurant, liquor license.

Commissioner Tompkins cited similar requests in the past.

Commissioner Jordan noted that approval of the liquor license could be contingent upon the sale of the business.

George Boyle, Asst. Corporation Counsel, addressed the Commission. A liquor license holder must own the premise or have a lease to the premise.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that that the application by CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire, requesting an RAS liquor license, which allows the sale of all types of alcohol only by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with life safety codes.

Motion carried, unanimously.

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, one (1) courtesy copy of the Public Notice was mailed. In addition, the Agenda for the February 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. Request is for a change of ownership. Annual fee for a RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that a RAS liquor license for CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.

The Mayor Pro Tem 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: Application of Bloomington Ribs, LLC d/b/a Tony Roma's, located at 1601 Jumer Dr., requesting a RAS Liquor License

RECOMMENDATION/MOTION: That an RAS liquor license for Bloomington Ribs, LLC d/b/a Tony Roma's, located at 1601 Jumer Dr., be created, contingent upon compliance with all applicable health and safety codes.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of Bloomington Ribs, LLC d/b/a Tony Roma's, located at 1601 Jumer Dr., requesting an RAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. 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 David McClain, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. David McClain, owner/operator and Applicant's representative, addressed the Commission. He was an operating partner. Tony Roma's would be located at the Chateau. He had two (2) goals for this hearing: a positive recommendation from the Commission to the Council for action and approval of his written request for temporary use of the Chateau's liquor license for Tony Roma's training week. His goal was to have a liquor license issued to Tony Roma's by February 25, 2014.

Commissioner Renner offered congratulations on opening a Tony Roma's in the City.

George Boyle, Asst. Corporation Counsel, addressed the Commission. City staff wished to make a statement regarding this application. The premises was owned and operated by Bloomington Chateau Partners, LLC. He cited Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License Classification, Factual Criteria 7. The financial responsibility of the applicant and 8. Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner officer or director of the applicant has ever held a liquor license and his or her performance as a licensee. He acknowledged that Bloomington Ribs, LLC, the applicant, was a new entity. Mary Pat Kerper, a member of Bloomington Ribs, LLC was employed as the Fiscal Officer for Bloomington Chateau Partners, LLC. There were significant issues with Bloomington Chateau Partners, LLC. He cited unpaid prepared Food & Beverage Taxes and Hotel/Motel Taxes. The Chateau was current on Food & Beverages Taxes. However, there was \$220,000 in outstanding Hotel/Motel Taxes. The Chateau would enter into an agreement with City regarding payment of same. An action plan would be drafted to insure that this would not reoccur. Bloomington Chateau Partner, LLC had made progress. The Chateau's success as a business would be good

for the community. Tony Roma's should enhance Bloomington Chateau Partners, LLC's ability to continue to make payments to the City.

Commissioner Renner was optimistic that this situation would not happen again.

Commissioner Tompkins questioned Mr. McClain's role. Mr. McClain was the Operating Manager.

Commissioner Tompkins questioned if Mr. McClain had read the City's Alcoholic Beverage Code. He also cited the City's requirement for BASSET, (Beverage Alcohol Sellers & Servers Education & Training) certification. Mr. McClain responded affirmatively. Both he and the management team would be BASSET certified. He added that he and his staff must meet Tony Roma's standards. He cited the franchise agreement. A team would come to the City to train the restaurant's staff. Tony Roma's protected the brand.

Commissioner Jordan questioned the current bar area at the Chateau. Mr. McClain stated that when Tony Roma's opened the current bar area would become part of the dining room.

Mr. McClain wanted to clarify the temporary use of the Chateau's liquor license for the training week.

Mr. Boyle noted that Chapter 6. Alcoholic Beverages, Section 2(e)(1-2) License Required; Change of Ownership Approval and Temporary Extension of License to Buyer would allow Tony Roma's to proceed under the Chateau's existing liquor license.

Commissioner Jordan questioned liquor liability. Mr. Boyle noted that Tony Roma's would be operating under the existing the liquor license held by the Chateau. He restated that the City Code allowed same. The City had received letters from both entities.

Mr. McClain restated that it would be a training week. Liquor would only be served at two (2) events: family and friends and the VIP event held on February 24, 2014.

Commissioner Jordan noted that Tony Roma's would not be open to the public.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that that the application by Bloomington Ribs, LLC, d/b/a Tony Roma's, located at 1601 Jumer Dr., requesting an RAS liquor license, which allows the sale of all types of alcohol only by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with life safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 3, 2014 in accordance with City Code. In addition, the Agenda for the February 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: Request is for a new RAS liquor license. Annual fee for a RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that an RAS liquor license for Bloomington Ribs, LLC d/b/a Tony Roma's, located at 1601 Jumer Dr., be created, contingent upon compliance with all applicable health and safety codes.

The Mayor Pro Tem 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: Application of PATH for a fundraiser to be held on April 3, 2014 from 4:00 p.m. until 12 a.m., (midnight), at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise.

RECOMMENDATION/MOTION: Recommend that a LA liquor license for PATH for a fundraiser to be held on April 3, 2014 from 4:00 p.m. until 12 a.m., (midnight), at the BCPA, located at 600 N. East St., be created, contingent upon compliance with all applicable health and safety codes.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of PATH for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. Present at the hearing were Liquor Commissioner Tari Renner, and Tracey Covert, City Clerk; and Karen Zangerle, PATH's Executive Director and Applicant's representative.

Commissioner Renner questioned the purpose of this application. Karen Zangerle, PATH's Executive Director and Applicant's representative, began by informing the Commission that this application was for a fundraiser for PATH to be held at the Bloomington Center for the Performing Arts, (BCPA), on Thursday, April 3, 2014 from 4:00 p.m. until 12:00 a.m. (midnight). This request was for a Limited License for a nonprofit corporation.

Commissioner Renner questioned if there were any changes from last year. She informed the commission that this would be the sixth (6th) year for Chefs for PATH Gala.

Last year, PATH applied for and was granted an LA liquor license for this event. Ticket sales would be limited to 250. She believed that the event would sell out this year. Ticket sales commenced on February 18, 2014. Ticket price was \$65. There will be five (5) chef stations. The following five (5) restaurants and their chefs were confirmed: Biaggi's, Destihl, Baxters, Parke Hotel and Westminster Village. Each will prepare 250 tapas servings. The dessert provider would be Bloomington High School's Culinary Arts classes. The top two (2) chefs, (determined by vote), will have a live cook off.

Last year's event raised \$41,000. The event included live and silent auctions. Chefs for PATH came about as a Leadership McLean County small group project.

Commissioner Renner questioned liquor sales. Ms. Zangerle noted that there would be two (2) bars. The bartenders offered their services at no charge. Identification would be requested. The cash bar would offer specialty beer, wine and high end liquor. This year, the specialty drinks would be the PATHtini and the Crisiscall.

The ticket price attracted an older crowd. This year in keeping with last year's event, attendees had the ability to order a bottle of wine in advance of the event.

Attendees would be greeted by a maître d. A hostess would escort the guests to their table and present the beverage list. PATH would be a restaurant for one night. There would be sixty (60) volunteer plus PATH staff on hand to man the event.

Commissioner Renner did not see any concerns with this event.

Commissioner Renner recommended that an LA liquor license be created for PATH for a fundraiser to be held on April 3, 2014 from 4:00 p.m. until 12:00 a.m. (midnight) at the BCPA, located at 600 N. East St.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Liquor Hearing was placed in the press boxes at City Hall. In addition, the Agenda for the February 27, 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.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that a LA liquor license for PATH for a fundraiser to be held on April 3, 2014 from 4:00 p.m. until 12 a.m., (midnight), at the BCPA, located at 600 N. East St., be created, contingent upon compliance with all applicable health and safety codes.

The Mayor Pro Tem 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: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on June 13, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Jonathan Hughes and Sarah Spurling to allow moderate consumption of alcohol at their June 13, 2014, wedding reception to be held at the Lake

Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Art Donaldson, caterer and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Art Donaldson, caterer, addressed the Commission. He was the owner/operator of Times Past Inn located at 1216 Towanda Ave. The wedding reception was scheduled for June 13, 2014 at the Lake Bloomington Davis Lodge. The plan included 75 - 100 guests. Times Past Inn would be retained to provide liquor service, which would be limited to beer and wine only. The wedding was scheduled for 4:00 p.m. The reception was scheduled from 5:00 p.m. until 9:00 p.m. Quiet hours commence at 10:00 p.m. He was asked to address the Commission as the bride and groom resided out of state.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Jonathan Hughes and Sarah Spurling to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their June 13, 2014 wedding be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 10

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, Jonathan Hughes and Sarah Spurling are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 10:00 p.m. on June 13, 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 June 13, 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 10th day of March, 2014.

APPROVED this 11th day of March, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Painter that the Ordinance be passed.

The Mayor Pro Tem 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: Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of Highway Authority Agreement/Leave-in-place Agreement at 1210 W. Market St.

RECOMMENDATION/MOTION: That the Ordinance be passed 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 2b. Quality water for the long term and 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans.

BACKGROUND: The Circle K Gas Station (Circle K #1210) owned by Mac’s Convenience Stores LLC, is located at 1210 W. Market St. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into the right of way for Market St. and into adjoining properties.

Tests showed contamination from some substances above acceptable levels in the groundwater around the site. There is no further economically feasible action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through shallow domestic wells. The Illinois Environmental Protection Agency (IEPA) is requiring the City to pass an Ordinance prohibiting the use of groundwater as a potable water supply within the affected area as a

requirement for issuance of a “No Further Remediation” letter to protect the public from that possibility.

The City has approved similar groundwater ordinances and highway authority agreements for other contaminated locations in the past.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The consultant will contact the affected property owners upon approval by the IEPA.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 11

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the City of Bloomington, McLean County, Illinois have been used over a period of time for commercial/industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section 1: Use of groundwater as a potable water supply prohibited.

The use or attempt to use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited within a rectangle whose corners are described by the following Illinois State Plane East Zone Metric Coordinates based on North American Datum of 1983 (NAD 83) and shown on Exhibit A, which is attached hereto and incorporated herein by reference.

Corner	Easting	Northing
NE	242669.875	423883.885
NW	242559.225	423829.210
SW	242676.227	423606.215
SE	242778.400	423660.957

Section 2: Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50 or more than \$100 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3: Definitions

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable Water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4: Repealer

All ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed insofar as they are in conflict with this ordinance.

Section 5: Severability

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 6: Effective Date

This ordinance shall be in full force and effect from and after its passage.

PASSED this 10th day of March, 2014.

APPROVED this 11th day of March, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT A ON FILE IN CLERK’S OFFICE)

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, 2014 pursuant to 35 Ill. Adm. Code 742.1020 by and between Mac's Convenience Stores LLC ("Owner/Operator") and the City of Bloomington, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Mac's Convenience Stores LLC is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1200 West Market Street, Bloomington, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants at the above referenced Site ("the Release"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 991849 to the Release.
3. Attached as Exhibit A are scaled maps prepared by the Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B are tables prepared by the Owner/Operator that list each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the maps in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-

Way”). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency’s no further remediation determination issued for the Release.
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee’s agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing (“Rider”) that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-

13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Owner/Operator:
Matt Jordan – Compliance and
Environmental Manager
Mac's Convenience Stores LLC
P.O. Box 347
Columbus, Indiana 47202

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

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Motion by Alderman Fazzini, seconded by Alderman Painter that the Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor Pro Tem 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: Text Amendment to Chapter 45. Property Maintenance Code and adoption of the 2012 Edition of the International Property Maintenance Code (IPMC)

RECOMMENDATION/MOTION: That the Text Amendment be approved, the 2012 Edition of the IPMC be adopted as amended and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4c. Preservation of property/home valuations.

BACKGROUND: Every three (3) years the International Code Council (ICC) publishes a new set of codes and standards for adoption by governmental jurisdictions. These codes have been the City's basis for codes and standards since the mid 1950's. The 2012 edition of the IPMC is the latest edition of the standards used for property maintenance inspections and the rental inspection program.

Fortunately, the 2012 edition of the IPMC is a "status quo" code. There are only two (2) changes in the code, and these are already covered by similar or identical local ordinances. These two (2) sections pertain to overcrowding and grease interceptors. Any remaining changes clarify existing language and have little if any effect on the code or its enforcement.

The overcrowding language is found in Section 404, Occupancy Limits. This section determines the number of people allowed in a dwelling based on the space and its related size. These limits are similar to those used in the past and currently in the City's property maintenance ordinance.

Section 506.3, Grease Interceptors is being removed from the IPMC to limit confusion with the grease trap requirements already in existence in the City's plumbing code, Chapter 34.

One (1) addition to the Property Maintenance Code proposed by staff contained in the ordinance is a provision allowing for service of repair orders and other documents by e-mail in keeping with modern business practice.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice was placed in the City's local publication identifying the City's desire to update the code standards. The notice directed interested parties to a meeting of the Property Maintenance Review Board to be held on February 18, 2014 at 4:00 p.m. Notice of the meeting was also mailed to all registered landlords and/or their agents. At the meeting of the Property Maintenance Review Board, the board was presented with the proposed changes and voted unanimously to approve adoption. No public opposition was received.

FINANCIAL IMPACT: There is no direct financial impact to the City by adopting this edition of the International Property Maintenance Code.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Code Enforcement Division Manager

Reviewed by: Frank Kochler, PACE Interim Director

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 12

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45

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

SECTION 1. That Bloomington City Code Chapter 45, Article I, Section 1, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1: ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE 2012 2009

That a certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Bloomington, being marked and designated as “The International Property Maintenance Code, ~~2009~~ 2012” as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance code of the City of Bloomington, in the State of Illinois, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in ARTICLE II of this Ordinance.

SECTION 2. That Bloomington City Code Chapter 45, Article II, Sections 103.5, 107.3, 108.0, 108.2.1, 108.6, 108.7, 111, 111.1, 308.0, 308.4, 404.5, 404.5.1, 404.5.2, 506.3 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE II

AMENDMENTS, REVISIONS, ADDITIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE ~~2009~~ 2012

SEC. 103.5 FEES.

Insert the following two sections at the end of the paragraph:

(a) Reinspection Fee. If a contractor/owner notifies the Code Official that a project is ready for final inspection and, upon inspection the Code Official finds the project not complete, then the Contractor/Owner shall pay a fee of Twenty-five Dollars (\$25.00) per inspector for each reinspection required. The fee shall be paid prior to any subsequent ~~the~~ reinspection.

(b) Inspection Fee for Code Compliance. If requested, an inspection/ investigation of an existing building/facility for Code compliance may be done by the Code Official or employee charged with enforcement of this code with authorization from the owner. A fee of Ten Dollars (\$10.00) per inspector shall be charged for said inspection/investigation.

Add to SEC. 107.3 METHOD OF SERVICE.

(4) Transmitted via e-mail to the email address of the owner or owner's agent.

SEC. 108.0 UNSAFE STRUCTURES AND EQUIPMENT.

Add the following Sections to read as follows:

SEC. 108.2.2 ~~108.2.1~~ CLOSING STANDARDS.

Structures shall be closed with uniform materials, cut to fit in a workmanlike manner, securely attached and painted to match the surrounding surfaces.

SEC. 108.8 ~~108.6~~ ADMINISTRATIVE FEE AND FINES FOR OWNING CONDEMNED PROPERTY.

(a) Any person who owns a structure condemned under this Code and who fails to bring the structure into compliance with this code within one (1) year of the condemnation order ~~to condemn~~ shall be assessed a fee of five hundred dollars (\$500.00).

(b) If the same structure referred to in paragraph (a) of this Section is not in compliance with this code within eighteen (18) months of the condemnation order ~~to condemn~~, the owner shall be fined an additional seven hundred and fifty dollars (\$750.00) ~~for the second year and two thousand dollars for each additional year thereafter in which that structure is not in compliance with this Code.~~

(c) If the same structure referred to in paragraph (a) of this Section is not in compliance with this code within two (2) years of the condemnation order ~~to condemn~~, the owner shall pay a fine of two thousand dollars (\$2,000.00). ~~The owner shall be fined an additional two thousand dollars (\$2,000.00) for the second year and two thousand dollars for each additional year thereafter in which that the structure remains condemned. is not in compliance with this Code.~~

(d) Any person who owns a structure already condemned under this Code and who has a second structure condemned shall be assessed an additional fine of (\$2,000.00) for each year the second structure remains on the condemned list. ~~The fine shall be \$2,000.00 per year even if the first structure is taken off the condemned list.~~

(e) Any person who owns two (2) structures condemned under this Code and who has a third or more structures condemned shall be assessed a fine of five thousand dollars (\$5,000.00) per structure for every year they remain on the condemned list. ~~The fine shall be five thousand dollars (\$5,000.00) per structure per year even if the first and second structures are removed from the condemned list.~~

The administrative fees and fines authorized by this Section shall be a lien on any real estate owned by such person. In addition to filing a lien upon such real estate, the City shall have the authority to collect such fees or fines by filing an ordinance violation suit or a personal collection action against the owner in court.

SEC. ~~108.9~~ 108.7 NOTICE TO BUYERS OF CONDEMNED STRUCTURE.

(a) Code Enforcement Division to Publish List. The Department of Planning and Code Enforcement, Code Enforcement Division, shall each month compile and publish a list of all structures which have been condemned and any Code violations existing in any structure on the list shall be public information and shall be disclosed to any person making inquiry. In addition, the Division shall disclose to any person making inquiry the location of any other structure condemned since the publication of the most recent list of condemned structures. A copy of the monthly list of condemned structures shall be sent to the Bloomington-Normal Board of Realtors to be made available to any members thereof. When any structure is condemned, notification of condemnation along with a copy of the inspection sheet with regard to said property shall be forwarded to the Bloomington-Normal Board of Realtors.

(b) Contents of Notice. The notices provided for in this Section shall contain the following information:

- (1) the common street address of the property;
- (2) the legal description or real estate index number of the property;
- (3) the fact that the structure on the property has been "Condemned";
- (4) the Code deficiencies found to exist on the property (which may be in the form of an attached inspection sheet) and the fact that occupancy of the structure is prohibited until necessary repairs are made, and if known, an approximate cost estimate of the cost of making sufficient repairs to permit occupancy of the structure.

(c) Real Estate Agent Must Give Notice of Defects. It shall be unlawful for any real estate agent to permit a person to execute a formal offer to purchase any property on which a condemned structure is located without furnishing said person a copy of the notice required by this Section and obtaining written receipt of such notice. The original of said notice and receipt shall be forwarded to the Code Enforcement Division.

Delete the entire Section 111 and substitute the following:

SEC. 111 MEANS OF APPEAL.

SEC. 111.1 Any person directly affected by a decision of the Code Official or a Notice or Order issued under this Property Maintenance Code shall have the right to appeal to the Property Maintenance Board of Review as provided in Section 1000 of this Chapter.

SEC. 308.0 RUBBISH AND GARBAGE

The following section shall be added:

SEC. 308.4 APPROVED REFUSE CONTAINER.

- (1) A can made of galvanized iron or lined with galvanized iron, of not more than thirty/thirty-three (30-33) gallon capacity, which is watertight, has a tight fitting cover and two (2) handles; or
- (2) a heavy duty durable plastic container of not more than thirty/thirty-three (30-33) gallon capacity, which is watertight, has a tight fitting cover and has two (2) handles; or
- (3) plastic refuse bags meeting specifications established by the Director of Public Service and approved by the City Manager.
- (4) Wheeled garbage carts issued exclusively by the City through the Department of Public Works or its designee or vendor as provided in Chapter 21 of the Bloomington City Code.

SEC. 404.0 LIGHT, VENTILATIONS AND OCCUPANCY LIMITATIONS.

The following section shall be added:

~~SEC. 404.5 OVERCROWDING.~~

~~Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.~~

SPACE	Minimum area in square feet		
	1-2 occupants	3-5 Occupants	6 or more occupants
Living Room ^{a, b}	No requirements	120	150
Dining Room ^{a, b}	No requirements	80	100
Bedrooms	Shall comply with Section 404.4		

~~a. — See section 404.5.2 for combined living room/dining room spaces.~~

~~b. — See section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.~~

~~SEC. 404.5.1 SLEEPING AREA.~~

~~The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4~~

~~SEC. 404.5.2 COMBINE SPACES.~~

~~Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.~~

Delete Section 506.3 Grease interceptors.

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 10th day of March, 2014.

APPROVED this 11th day of March, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Painter that the Text Amendment be approved, the 2012 Edition of the IPMC be adopted as amended and the Ordinance passed.

The Mayor Pro Tem 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: Public Hearing for Approval and Authorization to Submit the Community Development Block Grant (CDBG) Program Year 2014 - 15 Application and Action Plan

RECOMMENDATION/MOTION: That the submission of the 2014 - 15 CDBG Action Plan to the Department of Housing and Urban Development (HUD) be approved and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 2. Upgrading City infrastructure and facilities, and Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: The Code Enforcement Division and CDBG funding impacts all of the objectives listed under the strong neighborhoods goal. Demolishing vacant deteriorated structures discourages crime and preserves property values. Providing vacant lots for new home construction; funds for housing rehabilitation and transitional housing upgrades quality of older housing stock, preserves properties and encourages partnerships with residents and neighborhood associations.

Additionally, CDBG funds provide new sewer/water services; better quality of roads and sidewalks which all contribute towards the objectives upgrading City infrastructure.

BACKGROUND: On May 1, 2014, the Community Development Division will begin its Fiscal Year 40 (FY 2014 - 2015). For the past thirty-nine (39) years, the City has applied for funding under the federal CDBG Program through HUD. Since February 14, 2014, a draft of the Action Plan Executive Summary of proposed activities has been available for review and public comment.

HUD requires the jurisdiction to pursue the following overall goals: “Develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low and moderate income persons.” The expenditure of the CDBG funds must meet the needs of the community as identified in the Council and HUD approved 2010 - 2015 Consolidated Plan. Each entitlement community may choose from a variety of eligible activities to meet the identified needs designated in the Consolidated Plan:

- Acquisition/Disposition of Property
- Public Facilities and Improvements
- Demolition
- Public Services
- Rehabilitation
- Code Enforcement
- Economic Development Activities
- Homeownership Assistance
- Relocation

- Planning and Administration

A draft summary of the 2014 - 2015 Proposed CDBG Activities as part of the Action Plan, (i.e. Budget), for Fiscal Year 40, 2014 - 2015, has been provided for review. Also included are maps indicating where division activities have taken place in the last year. Low/moderate income area encompasses a portion of five (5) different wards. In addition, projects have taken place in the remaining four (4) wards due to income eligibility. Division activities impacted the entire community, not just specific neighborhoods.

Staff recommends that Council approve the Resolution authorizing the filing of the CDBG Application for 2014 – 15, and approve the proposed budget and activities listed in the 2014 - 15 Action Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Copies of the draft Action Plan Executive Summary and notification of the March 10, 2014 Public Hearing were made available for public viewing on the City's web site, at the City Clerk's Office, the Planning and Code Enforcement Office and the Bloomington Public Library.

The public notice and proposed activity list were mailed to over fifty (50) local churches and neighborhood associations located in the low/moderate income areas of the community.

In addition, notification of the availability of the draft Action Plan Executive Summary and March 10, 2014 Public Hearing was published in the February 15, 2014 Pantagraph. PATH also sent out the notice February 17, 2014 to over 1,000 individuals and/or local agencies.

FINANCIAL IMPACT: Delay or lack of approval would result in the loss of approximately \$600,000 in federal grant funds used for several programs benefiting low to moderate income families within the City.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Code Enforcement Division Manager

Reviewed by: Frank Koehler, PACE Interim Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 08

**RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT
PROGRAM APPLICATION FOR PROGRAM YEAR FORTY (40)**

(May 1, 2014-April 30, 2015)

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program.

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$590,000 (estimated) as the full amount available for undertaking and financing the fortieth (40th) increment of such program is hereby approved, and

1. The City Manager is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Public Agency shall comply with those items listed on HUD application forms.
2. The Counsel for the Code Enforcement Division is hereby authorized and directed to file legal certification.
3. The Director of Planning and Code Enforcement, Code Enforcement Division, or his designee, is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.
4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

ADOPTED this 10th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Pro Tem Alderman Schmidt introduced this item. She would not comment on this item and would also abstain from voting as she served on the Board of the West Bloomington Revitalization Project.

Sharon Walker, Code Enforcement Division Manager, addressed Council. This was the 40th year for the City to receive Community Development Block Grant funds from the federal government which have been used primarily for low and moderate income residents. A list of proposed activities was provided to the Council. The 2010 - 2015 Five (5) Year Consolidated Plan was nearing completion. It was time to start preparing the 2015 - 2020 five (5) year plan. The United Way was contracted with to prepare a needs assessment survey that was almost complete.

There were a variety of activities that were allowed with these funds. They must be tied to community needs. City staff had attempted to select those needs which served a variety of needs and demographics.

Alderman Stearns questioned the rehab loans and the application process involved. She specifically questioned the number received, awarded and those waiting for loans.

Ms. Walker stated that there were twenty-five (25) on the waiting list. This figure was typical. She added that approximately the same number of loans were processed each year. Program advertising was limited, (PATH and the Martin Luther King Jr. program booklet), as word of mouth was effective. There were limited funds available. City staff had proposed ten to fifteen (10 - 15) loans. The total amount loaned varied based on cost per project. Applicants were addressed on a first come, first served basis unless the need was urgent. Applications not filled remained on the waiting list.

Mayor Pro Tem Alderman Schmidt declared the Public Hearing open and requested a show of hands of those wishing to speak. Two (2) people responded.

Greg Shaw, 1104 N. Roosevelt, addressed Council. He currently chaired the West Bloomington Revitalization Project's (WBRP) Housing Committee. The WBRP had requested \$10,000 for a second year of home renovations. The goal was to assist residents to stay in their homes based on age and ability. Six (6) projects had been completed during the first year with \$10,000. There was a pool of volunteers. Homeowners also contributed with their labor and dollars.

Mary Campbell, 2319 Mable Rd., Normal, addressed Council. She addressed the properties located at 612, 614 and 616 W. Monroe St. She thanked Council for the \$10,000 awarded in June 2012. A report had been prepared detailing accomplishments made

possible with those funds. There were two (2) houses being rehabilitated which would improve the west side. An additional \$75,000 had been received for rehabilitation. These funds were used carefully. There was an in-kind contribution of siding for these projects. Twenty-three (23) women were being served. Recently, additional grants had been received. This would enable service to more women. The case worker had been halftime but was now three-quarters time. There would be outreach to the County jail. Most women were self referrals or from prison. She thanked PACE staff for their care and assistance with the building rehabilitation projects. Labyrinth only had one (1) women return to prison.

Mayor Pro Tem Alderman Schmidt closed the Public Hearing.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Submission of the 2014 - 15 CDBG Action Plan to the Department of Housing and Urban Development (HUD) be approved and the Resolution adopted.

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

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

Nays: None.

Abstains: Alderman Schmidt.

Motion carried.

David Hales, City Manager, addressed the Council. He commented on the Five (5) Year Consolidated Plan. The plan was being prepared and he suggested it be placed on a Committee of the Whole agenda in the near future for discussion. CDBG funds can be used for job creation. Many cities were using these funds for economic development efforts. Council should discuss and have input prior to completion of the plan. The new plan provisions would target the WBRP area. In the near future, there would be additional ideas.

The following was presented:

SUBJECT: R.R. Donnelley Economic Development Incentive

RECOMMENDATION/MOTION: That the proposed Economic Development Incentive agreement with the Community Development Corporation for the attraction of R.R. Donnelley (RRD) in the amount of \$75,000 be approved, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington.

BACKGROUND: According to a memo from the Economic Development Council of the Bloomington-Normal Area, RR Donnelley is a Fortune 250 company. The company is a global provider of integrated communications and works collaboratively with 60,000 customers worldwide to develop custom communications solutions. As part of a strategic modernization effort from within the company, RRD is putting resources into digital materials and services, which in turn has necessitated the creation of software development hubs around the US.

RRD is interested in Bloomington-Normal because of our proximity to its headquarters and the availability of a pool of tech industry workers who are becoming difficult to find. RRD hopes to tap the talent pool of project based IT workers that has been built-up over the years in B-N as a result of existing major employers like State Farm, COUNTRY Financial and others. RRD is interested in exploring the talent resources of the B-N labor market for a year in order to see if there is sufficient local talent for major software development projects. If RRD’s pilot project in the area is a positive one, then the company will likely continue to maintain a presence in the community thereafter.

RRD will initially locate in the “Technology Center” space in STL Technology Solutions’ building in east Bloomington. This location has been chosen because it is already set up with furniture and fixtures and presents a turnkey opportunity to get the project underway quickly. If the project does expand beyond the initial scope of the pilot, RRD will need to build or lease a larger, more permanent facility likely within the next two (2) years. Initially, the company will be hiring a minimum of fifty (50) full-time positions, with the potential to expand beyond the initial hires in subsequent years. These jobs are high tech occupations with average annual wages above \$50,000 – far higher than the average per-capita wage rate in McLean County (\$28,167). The economic impact of these jobs on the broader McLean County economy will be substantial. Furthermore, this project will fortify our economy’s tech sector helping to keep B-N as a viable destination for tech talent into the future.

Because RRD will not immediately be constructing or improving a building, our traditional real estate based incentives of Enterprise Zone and property tax abatement will be of no use to this project. Instead, the EDC is asking the City and Normal to consider offering a startup grant that would defray the pilot project’s costs for the first year. The request is for both Bloomington and Normal to each provide \$75,000 in grant funding. STL is also going to be incentivizing RRD by offering its Technology Center space and certain other facility based expenses at below market costs. The combined effect of the municipal and STL incentives will make RRD’s decision to explore the B-N market an easy one to make.

The STL Technology Center is an 8,200 square foot ready to occupy facility in east Bloomington. The proposed incentives will be used towards the facility costs for the project which include rent, refit expenses such as cabling, security doors, road signage, CIRBN broadband and computer network items.

As proposed, this incentive carries more risk compared to other deals the EDC has brought forth in the past. RRD is not making any commitment to B-N for the long-term as of now. This project as presented is a pilot to see if there is sufficient talent in the local workforce to sustain multiple software development projects. If the pilot project goes well (as we anticipate) then RRD in all likelihood will choose to remain in the community for the long-term.

Though there is risk in approving this incentive, the rewards for this project would be substantial to the community. This is a rare opportunity to attract a Fortune 250 company to B-N, and diversify our employment base beyond our existing large employers. Using the minimum employment figure of fifty (50) jobs, this incentive is still very cheap compared to global incentive averages. At just \$3,000 per job, the proposed incentive is well below the global incentive average of \$69,152 per job (Investment Consulting Associates). And, if the project does indeed expand beyond the initial fifty (50) job minimum, then that incentive per job figure will only be further reduced.

EDC proposes that the grant be paid on a quarterly basis. If RRD decides to leave B-N at any time prior to the end of the twelve (12) month agreement, then the remaining balance of the grant will be withheld.

While this incentive request may seem unorthodox at first glance, the EDC strongly encourages your support. This is a major opportunity to grow and diversify our local economy. The fact that we are going beyond our established incentive toolset to assist this project demonstrates that Bloomington-Normal is responsive to the needs of businesses and can innovate in the economic development sphere.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Economic Development Council of the Bloomington-Normal Area, STL Technology Solutions, and Town of Normal.

FINANCIAL IMPACT: This incentive is included in the Economic Development proposed FY 2015 Budget under rebates (10019170 - 79070) if approved by City Council. For Stakeholders, this can be located in the FY 2015 Proposed Budget Book titled “Budget Overview & General Fund” on page 319.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator
Carla A. Murillo, Budget Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

ECONOMIC INCENTIVE AGREEMENT FOR RR DONNELLY & SONS COMPANY

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF MARCH 2014 BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, THE TOWN OF NORMAL, ILLINOIS, R.R. DONNELLEY & SONS COMPANY A DELAWARE CORPORATION WITH CORPORATE OFFICES AT 111 SOUTH WACKER DRIVE CHICAGO ILLINOIS, STL TECHNOLOGY SOLUTIONS INC. AN ILLINOIS CORPORATION, NORMAN LEASING LLC AN ILLINOIS LIMITED LIABILITY CORPORATION WITH OFFICES AT 501 SOUTH TOWANDA BARNES ROAD, BLOOMINGTON ILLINOIS, THE ECONOMIC DEVELOPMENT COUNCIL OF THE BLOOMINGTON-NORMAL AREA AND COMMUNITY DEVELOPMENT CORPORATION OF THE BLOOMINGTON-NORMAL AREA

WHEREAS, the City of Bloomington and the Town of Normal are home rule units of local government with authority to legislate in matters concerning their local government and affairs; and

WHEREAS, pursuant to the Illinois Municipal Code the City of Bloomington and Town of Normal also have authority to enter into economic incentive agreements; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, provides the corporate authorities of a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, R.R. Donnelly, a Fortune 500 company, is interested in locating a “Technology Center” in the City of Bloomington, and hire within a two-year period, 50 full-time computer programmers, with the potential to hire as many as 200; and

WHEREAS, R.R. Donnelly is looking at leasing space in the STL Technology Solutions’ building, owned and operated by Norman Leasing LLC, in the City of Bloomington and thereafter building or leasing a larger, more permanent facility, within the next two years; and

WHEREAS, Norman Leasing LLC, is agreeable to providing the space at below-market costs and is offering other incentives to R.R. Donnelly to assist the company’s initial location at the STL Technology Solutions building; and

WHEREAS, the Bloomington-Normal Economic Development Council is seeking to secure a one-time rent subsidy to assist with the recruitment of R.R. Donnelly to the area to assist in reducing the first year start-up costs of the project, including a \$75,000 contribution each from the City of Bloomington and Town of Normal; and

WHEREAS, the parties will utilize the Community Development Corporation of the Bloomington-Normal Area to collect the payments from the City and Town and to thereafter pay Norman Leasing LLC; and

WHEREAS, subject to receiving the financial incentives described above, R.R. Donnelly has indicated a willingness to locate a Technology Center in the City; and

WHEREAS, the development of the Technology Center in the City of Bloomington will create job opportunities within the City and provide an economic stimulus for neighboring properties and otherwise stabilize the property tax base for the City; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Bloomington and Normal to enter into an Economic Incentive Agreement with R.R. Donnelly, the Town of Normal, Norman Leasing LLC, and the Bloomington-Normal Economic Development Council and for the City and Town to offer the financial incentive set forth above to assist with the recruitment of a major new employer to the City.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND
PROMISES CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Subject to the conditions provided herein the Town of Normal and the City of Bloomington each agree to grant the Community Development Corporation of the Bloomington-Normal Area seventy-five thousand dollars (\$75,000.00) for the purpose of providing a one year rent subsidy to Norman Leasing LLC for the location and operation of a Technology Center by R.R. Donnelley & Sons Company in STL Technology offices located at 501 South Towanda Barnes Road Bloomington Illinois.

2. City and Town will remit one-fourth of the grant funds (\$18,750 each) to Community Development Corporation of the Bloomington-Normal Area on a quarterly basis.

3. Subject to the conditions provided herein, Community Development Corporation of the Bloomington-Normal Area will disburse grant funds to Norman Leasing LLC on a quarterly basis beginning on the first day of the fourth month of the one year lease agreement between Norman Leasing LLC and R.R. Donnelley & Sons.

4. The conditions of the grant are as follows:

a. R. R. Donnelley & Sons Company will lease approximately 8,200 square feet of office space at STL Technology Center offices at 501 South Towanda Barnes Road Bloomington Illinois from Norman Leasing LLC (Lease). Such lease will be for a minimum period of one year and the terms and conditions of such lease shall be subject to approval by the

McLean County Economic Development Council, which approval shall not be unreasonably withheld. Norman Leasing LLC represents that the lease will be provided to R.R Donnelley & Sons at a below market rate in order to assist R.R. Donnelley & Sons in locating and operating a Technology Center in Bloomington.

b. R. R. Donnelley & Sons will, within 24 months of the beginning date of the Lease, employ no fewer than fifty (50) employees at the Technology Center. The jobs will be full-time computer programming or other full-time high tech jobs with an average annual wage above fifty thousand dollars (\$50,000). R. R. Donnelley agrees to provide monthly payroll information to McLean County Economic Development Council verifying employment and average annual salary amounts for employees working at the leased facility.

c. R. R. Donnelley & Sons and Norman Leasing LLC shall comply with all laws applicable to operation of the Technology Center and specifically agree to not unlawfully discriminate against any person. As used herein applicable law includes but is not limited to all statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities as may be applicable to the construction, maintenance, use and operation of the Technology Center including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of facilities.

d. During the term of this agreement R.R. Donnelley & Sons and Norman Leasing LLC shall, upon request of McLean County Economic Development Council, promptly submit to MCEDC any and all documentation reasonably requested relating to employment and leasing matters, including financial reports and information determined necessary by MCEDC in order to monitor compliance with the terms of this agreement.

e. During the term of this agreement neither R. R. Donnelley & Sons, nor Norman Leasing LLC shall seek an abatement of real estate taxes assessed against the property used for the Technology Center at 501 South Towanda Barnes Road Bloomington. In the event either party seeks a reduction in property taxes assessed against the Technology Center property, the party seeking such reduction shall provide notice to MCEDC of such application within ten days of filing an application or objection with McLean County or the City of Bloomington Township.

f. In the event R. R. Donnelley fails to comply with the above conditions the grant will be stopped and R. R. Donnelley will repay to the Town and City all grant funds disbursed under the terms of this Agreement. no further disbursements shall be made by Community Development Corporation of the Bloomington-Normal Area to Norman Leasing LLC during such period of non-compliance.

5. R. R. Donnelley & Sons, Norman Leasing LLC, MCEDC and Community Development Corporation of the Bloomington-Normal Area, severally agree to indemnify and save harmless the Town of Normal and City of Bloomington and their officers and employees against all claims by or on behalf of any person, firm or corporation arising from any breach or default in the performance of any of their several obligations under or in respect of this

agreement, any act of negligence or willful or wanton misconduct or any violation of applicable law.

6. R. R. Donnelley & Sons, and Norman Leasing LLC each waive any and all claims against the Town of Normal, City of Bloomington, MCEDC and Community Development Corporation of the Bloomington-Normal Area and their officers and employees, based in whole or in part on any decision to suspend or terminate any quarterly grant payment due to non-compliance with the terms of this agreement.

7. Termination by Town and City. In the event R. R. Donnelley & Sons or Norman Leasing LLC fail to comply with the terms of this agreement, Town and City have the right, upon ten days prior written notice to terminate this agreement and seek recovery in law or equity of any and all grant funds expended under this agreement.

8. Termination by R. R. Donnelley & Sons and Norman Leasing LLC. In the event Town or City fail to comply with the terms of this agreement, R. R. Donnelley & Sons and Norman Leasing LLC shall have the right, upon ten days prior written notice and 30 days opportunity to cure, to terminate this agreement and seek remedies provided by law, subject to the waiver of claims set forth in paragraph 6 above, which shall survive termination.

9. The parties represent that they each have the power and authority to enter into this agreement and the person executing the agreement on their behalf has been duly authorized to execute, deliver and perform this agreement.

10. The term of this agreement shall run from execution until the later of a) expiration of a 24-month period from the date of occupancy under the terms of the Lease, or b) resolution of any audit or claim under the terms of this agreement.

11. City and Town shall have the right to audit the books and records of the parties to this agreement to determine compliance with the terms of this agreement and proper application of grant funds hereunder.

12. The terms and conditions set forth in this agreement supersede all prior oral and written understandings and constitute the entire agreement between the parties with respect to the subject matter hereof.

13. This agreement shall be binding upon all the parties hereto and their respective heirs, successors, assigns or other successors in interest.

14. This agreement shall not be assigned without the express written consent of all the parties.

15. If any provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby.

16. This agreement shall be for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this agreement.

17. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

18. This agreement may only be amended in writing signed by each party hereto.

19. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising any rights, remedy, power or privilege arising from this agreement shall operate or be construed as a waiver.

20. R. R. Donnelley & Sons and Norman Leasing LLC each jointly and severally certify the representations set forth in Exhibit A attached hereto and incorporated herein are true and correct and form an essential part of this agreement.

21. This agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or electronically by PDF document and any such signature shall have the same legal effect as an original.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

City of Bloomington, Illinois

Town of Normal, Illinois

By Tari Renner
Its Mayor

By Christopher Koos
Its President, Board of Trustees

Attest:

Attest:

Tracey Covert
Its City Clerk

Wendellyn Briggs
Its Town Clerk

R. R. Donnelley & Sons Company

STL Technology Solutions, Inc.

By _____
Its _____

By _____
Its _____

Attest: _____
Its _____

Attest: _____
Its _____

Norman Leasing LLC

By _____
Its _____

Attest: _____
Its _____

Community Development Corporation
of the Bloomington-Normal Area

By _____
Its _____

Attest: _____
Its _____

Economic Development Council of
the Bloomington-Normal Area

By _____
Its _____

Attest: _____
Its _____

RESOLUTION NO. 2014 - 09

A RESOLUTION AUTHORIZING EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT BY THE CITY OF BLOOMINGTON WITH R.R. DONNELLEY, THE TOWN OF NORMAL, NORMAN LEASING LLC, THE BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL, AND THE COMMUNITY DEVELOPMENT CORPORATION OF THE BLOOMINGTON-NORMAL AREA

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, pursuant to the Illinois Municipal Code the City of Bloomington also has authority to enter into economic incentive agreements; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, provides the corporate authorities of the City may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, R.R. Donnelley, a Fortune 500 company, is interested in locating a "Technology Center" in the City of Bloomington, with an initial hiring estimate of 50 full-time computer programmers, with the potential to hire as many as 200 by the second year of operation; and

WHEREAS, R.R. Donnelley is looking at leasing space in the STL Technology Solutions' building, owned and operated by Norman Leasing LLC, in the City of Bloomington

and thereafter building or leasing a larger, more permanent facility, within the next two years; and

WHEREAS, Norman Leasing LLC, is agreeable to providing the space at below-market costs and other incentives to R.R. Donnelley to assist the company's initial location at the STL Technology Solutions building; and

WHEREAS, the Bloomington-Normal Economic Development Council is seeking to secure a one-time start up incentive to assist with the recruitment of R.R. Donnelley to the area to assist in reducing the first year start-up costs of the project, including a \$75,000.00 contribution each from the City of Bloomington and Town of Normal; and

WHEREAS, the parties will utilize the Community Development Corporation of the Bloomington-Normal Area to collect the payments from the City and Town and to thereafter pay Norman Leasing LLC; and

WHEREAS, subject to receiving the financial incentives described above, R.R. Donnelley has indicated a willingness to locate a Technology Center in the City; and

WHEREAS, the development of the Technology Center in the City of Bloomington will create job opportunities within the City and provide an economic stimulus for neighboring properties and otherwise stabilize the property tax base for the City; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Bloomington to enter into an Economic Incentive Agreement with R.R. Donnelley, the Town of Normal, Norman Leasing LLC, and the Bloomington-Normal Economic Development Council and for the City to offer the financial incentive set forth above to assist with the recruitment of a major new employer to the City.

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

SECTION ONE: That the Mayor be and he is hereby authorized to execute for and on behalf of the City of Bloomington, an Economic Incentive Agreement with R.R. Donnelley, the Town of Normal, Norman Leasing LLC, the Bloomington-Normal Economic Development Council, and the Community Development Corporation of the Bloomington-Normal Area, a copy of said Agreement is marked as Exhibit A, attached hereto and incorporated herein by reference.

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 10th day of March, 2014.

APPROVED this 11th day of March, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item. He thanked the Economic Development Council for their efforts on this project. He specifically mentioned Mike O’Grady, Vice President for External Affairs, and Ken Springer, Vice President, for their leadership. Negotiations had begun in December 2013. This project would bring high paying jobs to the area. The Council could not leave the City’s economy to chance. This company could grow from fifty (50) to 200 jobs. Capital attracted capital. This was the beginning of a good investment.

Alderman Lower stated that he had a problem with spending public money on this item. The City was facing a budget crisis in the next two (2) months. He questioned if the City had reached out to the business community or if efforts had been made to raise private funding for this project. He had toured STL Technology’s facility. He was impressed with this company. He wanted to encourage forward thinking. He questioned spending public money to attract private business. The City was requesting additional tax revenue. He was opposed to any tax increase. He restated his belief that the City would set a precedent which would result in additional funding request. He questioned the structure of the proposal. He suggested offering a tax abatement for jobs created and retained. This was a venture capital project. The City needed to avoid the risk of public dollars. It was nice to attract RRD but he questioned the cost. He also questioned if there were any guarantees that these were permanent positions which would be given to City residents. He restated that this agreement was unprecedented.

Justine Robinson, Economic Development Coordinator, introduced Ken Springer, EDC’s Vice President, to address the Council.

Ken Springer, EDC’s Vice President, addressed the Council. This proposal was developed by the EDC. This proposal was intended to bring a new company and new jobs to the community. This type of economic development addressed business recruitment. The City has supported same. In order to grow the local economy, new opportunities were needed. Incentives were economic development tools. The City was competing against other communities for jobs. Incentives were part of business attraction.

Alderman Lower questioned if there were any guarantees that these employees would reside in the community, pay local taxes and come from within the community. He restated that the Council would be setting a precedent.

Mr. Springer noted that it would be the company's decision who to hire. This project would put \$2.5 million of new payroll in the community. There would some local revenue capture.

Alderman Lower restated that this proposal was unprecedented. This project would use public money and he was concern about payback.

Mr. Springer stated that there were performance standards for RRD which included creating fifty (50) positions over the next two (2) years with an average salary of \$46,000. This project was more risky than a property tax abatement or a subsidized loan. These jobs could go anywhere in the country. RRD was convinced to locate in the City.

Alderman Stearns informed the Council that she had spoken with STL. Many of her concerns were alleviated. She cited the Ashley Furniture incentive and her no vote. This project was enhancing like businesses. It addressed the reputation of the community. She shared many of Alderman Lower's concerns but this proposal represented jobs. The City's largest employer was in a precarious position and the City must move forward. She planned to support this item. The City might be setting a precedent. Illinois has seen large amounts of out migration. Incentives were part of today's economic development. The City needed to welcome any business that brought jobs to the community, not just high tech. The incentive being offered was a small amount of money. She welcomed RRD to the community.

Alderman Sage thanked the EDC for their efforts. He planned to support this project. He noted the EDC's partnership with the City. The payment were graduated. The City had some control over funds. The City has recently been named one of the top technology cities in the country. He believed that CIRBN, (Central IL Regional Broadband Network), attracted this type of business. The City and EDC were building upon these foundations.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the proposed Economic Development Incentive Agreement with the Community Development Corporation for the attraction of R.R. Donnelley, in the amount of \$75,000, be approved, the Resolution adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor Pro Tem 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: Professional Engineering Services Agreement with Alfred Benesch & Company for the Design of Fox Creek Rd. Bridge and Road Improvements: Danbury Dr. to Beich Rd., RFQ No. 2014 - 24 (Ward 2).

RECOMMENDATION/MOTION: That the Agreement for the Design of Fox Creek Rd. Bridge and Road Improvements: Danbury Dr. to Beich Rd. with Alfred Benesch & Company be approved, in the amount of \$477,504.35, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: In January of 2013, the resubmitted an application to the Illinois Commerce Commission (ICC) for Grade Crossing Protection funding for the Fox Creek Road Bridge over the Union Pacific Railroad (UPRR). In April of 2013, the ICC notified the City that the Fox Creek Road Bridge over the UPRR was selected for inclusion in the Commission's Crossing Safety Improvement Program 5-Year Plan (Plan) for Fiscal Years 2014-2018. Projects selected for the Plan typically qualify for 60% funding from the Grade Crossing Protection Fund. The bridge is currently programmed in the ICC's Fiscal Year 2018.

The existing thirty (30) year old bridge and adjacent roadway sections are the last remaining two lane sections on the west end of the City's Hamilton/Fox Creek Rd. southern corridor. Because of the existing bridge configuration, the railroad tracks are currently a barrier to pedestrians wishing to access local schools and parks in the area. The lack of a safe pedestrian and bicycle crossing at this location presents a noted safety concern with students crossing on the narrow bridge shoulders. There are no other railroad-pedestrian crossing options available in the vicinity. Three (3) elementary schools in the vicinity of this project will be served by the addition of bike trail and sidewalk to the new bridge including Fox Creek Elementary, Pepper Ridge Elementary and Trinity Lutheran School.

On May 13, 2013, Council authorized staff to move forward with project planning activities. The first step in this process is to select an engineering firm to design the improvements. This project will fund the design work necessary to replace the existing bridge over the UPRR and the adjacent roadway sections. The agreement with Alfred Benesch & Company provides for surveying the existing site, obtaining needed geotechnical information, facilitating public comment and input, performing an alternatives analysis, coordinating with the ICC and UPRR,

and development of construction plans and specifications for both the bridge and roadway improvements.

Alfred Benesch & Company was selected using the Professional Services Quality Based Selection Process. This process involved:

- 1.) Sending out Request for Qualifications (RFQ) specific to the project,
- 2.) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to three consultants,
- 3.) Interviewing these three consultants, and
- 4.) Selecting a top consultant and negotiating a fee with them.

These four (4) tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the three (3) engineering firms that were selected for interviews are attached. Alfred Benesch & Company was selected as the best firm to perform the Fox Creek Road Bridge & Road Improvements design because of their experience with railroad grade separations and their record of successful projects which utilized Grade Crossing Protection Funds through the ICC petitioning process.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. Dependent upon City staffing levels and availability, there is potential to utilize the selected engineering firm to perform construction observation and inspection. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach lets staff determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Alfred Benesch & Company are fair, appropriate and competitive for the scope of work included.

The estimated construction cost to replace the Fox Creek Rd. Bridge over the UPRR, is \$3,532,000. It is anticipated that sixty percent (60%) of the bridge costs will qualify for reimbursement from the Grade Crossing Protection Fund. The current ICC Crossing Safety Improvement Program 5-Year Plan shows project construction beginning in FY 2018. The estimated construction cost to the City for rebuilding Fox Creek Rd. from Danbury Dr. east to the UPRR Bridge is \$1,850,000. The projects are shown in the City's 5-year capital budget for

construction in FY 2016; however, the project timelines will be adjusted to match the ICC's funding availability.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: ICC Commission – Rail Safety Section, Union Pacific Railroad, Unit 5, State Farm, and Snyder Development.

FINANCIAL IMPACT The FY 2014 Budget appropriates \$250,000 for design of the Fox Creek Rd. Bridge over the UPRR in line item 20300300-70050 and \$130,000 for design of Fox Creek Rd. from Danbury to the UPRR Bridge in line item 20300300-70050. Stakeholders may locate these items in the FY 2014 Budget book titled “Other Funds & Capital Improvement Program” on Page 10. The design expense over the budgeted amounts is attributable to the expansion of the project scope to include additional work on Fox Creek Rd., including widening for turn lanes and traffic signals at Danbury Dr., the inclusion of additional environmental assessments required for use of MFT funding and the addition of a public design input phase. Sufficient MFT funds are budgeted in other MFT accounts in FY 2014 that will not be used and are available to cover the additional costs.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager
Jon Johnston, Procurement 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 Sage, seconded by Alderman Lower that the Agreement for the Design of Fox Creek Rd. Bridge and Road Improvements: Danbury Dr. to Beich Rd. with Alfred Benesch & Company be approved, in the amount of \$477,504.35, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

The Mayor Pro Tem 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: Text Amendments to Chapter 21. Refuse, Section 300.1(a) and Section 301.6.

RECOMMENDATION/MOTIONS: That the Text Amendments be approved and the Ordinances 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: Staff has expressed concerns about logistics and efficiency in regard to refuse collection at multiple family residences throughout the study and analysis of the Solid Waste Program. As staff proceeded with accepting cart orders from the public, these issues rose to the forefront. This memorandum will provide general updates on the program as a whole (Attachment 2), two (2) issues come to the Council with recommended text amendments:

- Refuse fees in regard to the Downtown and Bloomington Housing Authority properties and at apartments in which owners wish to enact cart sharing among tenants, Chapter 21. Section 301.6. This text amendment also corrects language to reflect the intent of Council and staff regarding residents substituting refuse carts.
- Collection at apartments with more than six (6) units, Chapter 21. Section 300.1 (a).

Apartment cart sharing

Throughout the process of study and analysis of solid waste collection, staff has strived for efficient and effective service through implementation of automated refuse collection. In regard to multifamily residences, issues regarding logistics of collection and efficiency when collecting multiple carts at a location have been raised at various times.

The question of whether to and how to accommodate cart sharing among apartment tenants arose as staff began accepting cart orders from the public. To date, there has been no decision at the Council level regarding cart sharing. Mailers for cart orders were sent to each individual residence, including every apartment in multifamily buildings. A number of landlords contacted the City wishing to order carts for the building as a whole in order to have fewer but larger carts. Staff believes this to be a beneficial request both for efficient collection of refuse and space issues seen by property owner.

Positives: A multifamily property owner would have less storage demands and greater efficiency under tenant cart sharing. Also, some property owners take it upon themselves to set out refuse. Their work would be lessened. For the City, the savings are in time and gasoline – picking up,

two (2) 95 - gallon carts instead of five (5) 35 - gallon carts as an example. The space needed along the parkway would also be reduced. This would be especially useful along streets with on-street parking, where Public Works anticipates having difficulty accessing carts. Associated benefit: Cart sharing might prompt landlords and tenants to begin or increase recycling. Staff will raise the topic of obtaining recycling carts in the course of a conversation with a landlord regarding refuse carts. An addition of a recycling cart will not increase direct cost to the landlord or tenants. Apartments currently produce little recycling compared to single family homes. Staff is concerned given the nearby landfill space is dwindling and recycling is environmentally responsible. While recycling carts are typically assigned to a specific apartment unit, staff is willing to assign a shared recycling cart, registered under the landlord's name, to an entire apartment building.

Negatives: Garbage cart sharing will require more administrative work to arrange and keep track of each cart sharing property. Also, it creates a problem in tracking the carts themselves. Individual carts are issued by serial number to addresses, including apartment unit numbers, and are the responsibility of the homeowner or tenant. Cart sharing means carts will be collectively assigned to an address with unclear responsibility for the equipment. Cart sharing also creates an accounting issue. If staff's recommendation is followed, tenants of a five (5) unit complex would be billed a combined \$80, (\$16 times five), per month. However, the five (5) unit complex might be served by two (2) 95 - gallon carts, which among single family residences would generate \$40 per month (\$20 times two). An audit of revenue generation becomes complicated as revenue would exceed the simple mathematical equation of revenue generated per cart.

Financial impact: Cart sharing should create minor financial savings. The extent of revenue is unknown and dependent upon how many landlords select this option.

Three options: Staff formulated three (3) options regarding cart sharing, with a recommendation for Option 2.

- Option 1: Decline to allow cart sharing. Each apartment unit has its own cart. For a five (5) unit apartment, this could mean five (5) 35 - gallon carts or it could mean a combination of cart sizes. The landlord is required to make accommodations for storage based on the tenants' cart orders. Landlords also have the option of declining City service and contracting for solid waste service. *Not recommended by staff.*
- Option 2: A landlord can request cart sharing in writing, landlord determines the number of carts and sizes needed, as long as the number of larger carts, (65 - gallon and/or 95 - gallon), equals half the number of units or less. (Examples: a five (5) unit building sharing carts, the maximum number of 95 and 65 - gallon carts would be a total of two (2); a six (6) unit building would be allowed up to three (3) 95 and 65 gallon carts, etc.). The Public Works Director or his designee must agree and sign off on the cart sharing arrangement. Each unit will be charged the minimum fee under the City's new variable structure - \$16, starting May 1, 2014. Landlords also have the option of declining City service and contracting for solid waste service. *Recommended by staff.*

- Option 3: For accounting purposes, the larger carts are assigned to specific units. For example, two (2) tenants of a five (5) unit complex might be billed for a 95 gallon cart, (\$20 per month apiece), while three (3) are billed for 35 gallon carts, (\$16 apiece). The difference is a dollar per week, the unfairness seems glaring. *Not recommended by staff.*

Conclusion: Option 2 marks a departure from the Council policy of affixing a price to every ratepayer based on the size of a cart actually being used. However, cart sharing would better achieve the Council policy to continue service to multiple family residences, as expressed by the vote on September 23, 2013. It also better aligns policy with Strategic Plan Objective 1d, which states “City services delivered in the most cost-effective, efficient manner.” Under Option 2, the departure from the new billing structure would save the City money, increase efficiency and accommodate owners and tenants of multiple family housing. While it complicates the cart tracking and billing processes, it does not do so to an unreasonable level and it simultaneously eases garbage collection.

Condominiums: Condominiums represent a collection of individually owned properties and would not qualify for cart sharing under staff’s proposal. Cart sharing requires common ownership.

Other proposed changes to Refuse Fee

Three (3) other changes are proposed in the Refuse Fee section of Chapter 21.

- Setting the monthly fee for Downtown residents at the lowest residential rate - currently set for \$16 as of May 1, 2014. Cart use will not be practical in the Downtown. Downtown residents receive no curbside service for bulk or recycling. Therefore, staff recommends that they should be charged the minimum fee for refuse service.
- Setting the monthly fee for Bloomington Housing Authority (BHA) residents at the lowest residential rate - currently set for \$16 as of May 1, 2014. Like Downtown, BHA properties will continue to receive manual collection for logistical reasons. Therefore, a refuse fee based on cart size does not apply. Noting that the Council already has a provision for discount to low-income households, staff believes it fair and right to charge BHA residents the minimum fee, which is the discounted rate - currently \$16, starting May 1.
- Upsizing carts: Staff believes the Council on December 9, 2013, intended to set a \$30 administrative fee for ordering larger carts when making a substitution from a smaller to a larger cart. The proposed ordinance amendment clarifies the meaning of the provision.

Collection of refuse at larger apartment complexes

A second proposed text amendment involves reconsideration of collection at large apartment complexes. The Council on September 23, 2013, voted against staff’s proposal to end service to apartments with *more than four (4) units*. It voted to leave apartments under City service unless the owner opts out of the program. As the cart roll-out nears, logistical concerns regarding collection at large apartment complexes persist. Informal conversations have occurred recently, and the topic has arisen. Aldermen Schmidt and Stearns recently indicated that they do not

oppose ending service to apartments with *more than six (6) units*. They are familiar with property management issues, as they own rental property. Both voted to retain service to apartments on September 23, 2013. The proposed ordinance, therefore, has been revised to withdraw service to apartments with *more than six (6) units*. Staff recommends approval.

It is staff's belief that high density apartment complexes are better served by the private sector. A high-density complex is served best logistically by concentrating collection at central points through the use of trash dumpsters and recycling dumpsters. Private haulers are equipped with trucks to unload these dumpsters. The City has no trucks equipped to handle roll-off dumpsters and acquiring and staffing them would require substantial investment. Most property owners also see the logic in this; the owner of Eisenhower Dr. apartments withdrew from City services after considering logistical issues, including storage of tenants' garbage carts. Other owners of major complexes previously opted out of City service. The proposed ordinance would prevent them from initiating or returning to City service and would prevent new high density complexes from entering the City's collection system.

High density apartment complexes present a serious dilemma in that they lack storage facilities for mass numbers of wheeled carts. It also would be onerous to keep track of a specific cart assigned to a specific apartment unit within the complex. Because of their weight, even when empty, the carts cannot be safely carried to upstairs hallways. They must be stored at ground level, unless the apartment is equipped with an elevator. Cart collection also presented a problem: parked cars would block collection trucks from accessing the rows of carts that tenants would place along the parkway. The drivers of automated refuse collection trucks would constantly have dismount and wheel the cart to the automated arm for pickup.

Six units or fewer: By retaining City service to apartments with up to *six (6) units*, the City will maintain services to most if not all houses that have been divided into apartment units and to small apartment buildings. This primarily affects rentals in older neighborhoods near the City's core. Keeping these house type apartment buildings under City service remedies two (2) major concerns expressed by Council members in September 2013 during discussion regarding discontinuance of service: unsightliness of large, steel roll-off bins (dumpsters) in neighborhoods, including our historic areas, and additional truck traffic in the neighborhoods necessitated by private collection. Please note that the text amendment wording specifies that the units be on the same parcel to be considered as an apartment building. Therefore, if an owner has two (2) adjacent houses divided into six (6) apartments each, the property still qualifies for City service as two (2), six (6) unit buildings, unless the two (2) houses are on a single parcel.

Scope: According to City billing records, the proposed ordinance would result in discontinuances of refuse service for fourteen (14) properties with a combined 127 apartment units. The largest is a twenty-three (23) unit complex at 307 Riley Dr. A listing was provided to the Council. The original proposal, rejected by the Council in September 2013, would have removed sixty-three (63) buildings with 643 units from City service.

Condominiums: Condominiums represent a collection of individually owned properties and, while posing logistical challenges, would remain under City service unless a condominium association opts out of service.

Bloomington Housing Authority properties: BHA and the City have made arrangements for continued manual collection of refuse. The properties are not privately owned apartments and are not part of the proposal.

FINANCIAL IMPACT: The financial impact will be limited. The 127 units which would have service discontinued currently generate \$2,032 in revenue per month. Solid Waste is an Enterprise Fund, the fund annually is made whole through a subsidy from the General Fund. Therefore, the current refuse system and its individual parts cannot logically be seen as making money.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

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

Recommended by:

David A. Hales
City Manager

ORDINANCE 2014 - 13

AN ORDINANCE AMENDING SECTION 300.1 OF CHAPTER 21 (REFUSE) OF THE BLOOMINGTON CITY CODE, AMENDING THE SCOPE OF REFUSE COLLECTION SERVICE

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

SECTION ONE: That Section 300.1 (a) of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

(a) The City shall provide refuse collection service from residential buildings with six units or less, but only for refuse generated by occupants of said residential buildings. The City will not pick up refuse from parcels with more than six residential units on the parcel. Refuse generated at another residence or business location will not be collected. Refuse shall be collected only under circumstances provided for herein.

Property owners and/or their agents have the option of declining City service and contracting for private solid waste collection services upon written notification to the Public Works Department.

SECTION TWO: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance shall take effect ~~March 2~~ May 1, 2014.

SECTION FOUR: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this 10th day of March, 2014.

APPROVED this 13th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE 2014 - 14

AN ORDINANCE AMENDING SECTION 301.6 OF CHAPTER 21 (REFUSE) OF THE BLOOMINGTON CITY CODE, AMENDING THE SCOPE OF REFUSE COLLECTION SERVICE

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

SECTION ONE: That Section 301.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

Section 301.6: Refuse Fee.

Effective May 4, 2012, there shall be a charge for refuse collection of refuse to the owner and/or occupant of every dwelling unit for which refuse service is actually provided by the City. Such fee shall be in the amount of sixteen dollars (\$16.00) per month per single family dwelling and sixteen dollars (\$16.00) per month for each unit in a two family or multi-family dwelling. Effective May 1, 2014, for a single family dwelling and for each unit in a two family or multi-family dwelling, such fee shall be based on the size of the refuse cart as follows: sixteen dollars (\$16.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 35-gallon refuse cart; twenty-one dollars (\$21.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 65-gallon refuse cart; and twenty-five dollars (\$25.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for a 95-gallon refuse cart.

Effective May 1, 2014, the owner of a multiple-family dwelling may elect to have multiple tenants share garbage carts. The tenants must all live within a building or buildings located on a single lot or on lots abutting one another. In such cases, the property owner shall notify the Department of Public Works in writing and the property owner shall decide upon the number of carts and the size of carts to be used by the tenants. The Director of Public Works has the discretion to approve, amend or refuse the request and his/her judgment is final. If the cart-sharing request is approved by the Director, the Refuse Fee will be assessed for each residential unit at the lowest residential fee, as if each unit has individually ordered one 35-gallon cart. The fee will be assessed as such regardless of whether the property owner or the tenant has assumed primary responsibility for payment of the Refuse Fee.

Effective May 1, 2014, residents of Bloomington Housing Authority units who are excluded from the wheeled cart collection process shall pay the lowest residential fee set by the City.

Effective May 1, 2014, residents living within the Downtown Service Area (defined as the area west of East Street, east of Madison Street, north of Front Street and south of Locust Street; and Front Street from East Street to Prairie Street) who are excluded from the wheeled cart collection process shall pay the lowest residential fee set by the City.

The refuse fee shall be payable on a monthly basis. There shall be a thirty dollar (\$30.00) fee for ~~any an exchange or substitution of an ordered and delivered refuse cart provided by the City if the substituted cart is larger than the original cart. that are is larger than the original cart.~~ There shall be no charge for substitution of additional refuse carts if the substituted cart is that are the same size as the original cart or smaller than the original cart. Failure to pay the fee upon billing by the City may result, at the City's option, in the placement of a lien against the real estate or may result in the filing of a complaint in Circuit Court seeking a personal judgment against the owner or persons interested in the property subject to such refuse fee, termination of refuse services, termination of water service or other remedies. The election of a particular remedy shall not constitute a waiver of any other remedy available to the City for collection of the refuse fee. The owner(s) and tenants of multi-family housing properties shall be exempt from the upsizing fee if their upsizing is a direct result of City-approved cart-sharing arrangements described above in this section.

The owner of the dwelling unit, the occupant thereof and the user of the services shall be jointly and severally liable to pay such refuse fee and the services are furnished to the dwelling unit by the City only on the condition that the owner of the dwelling unit, occupant thereof and user of the refuse service are jointly and severally liable. The refuse fee for such refuse collection shall be paid in advance, for which the City of Bloomington shall provide refuse collection service to the dwelling unit at least once each week.

SECTION TWO: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance shall take effect May 1, 2014.

SECTION FOUR: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this 10th day of March, 2014.

APPROVED this 11th day of March, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Pro Tem Alderman Schmidt introduced this item.

Barb Adkins, Deputy City Manager, addressed the Council. The Council had discussed this item at length. Automatic collection started on March 3, 2014. At the Council's direction, issues have been researched regarding refuse. Staff recommended that cart sharing be allowed at established rates. City staff's recommendations also included that the City not provide solid waste services to buildings with more than six (6) units.

Alderman Schmidt noted the number of options. She noted cart sharing and the City providing solid waste services to buildings with fewer than six (6) units.

Alderman Stearns thanked City staff for their efforts. Under Option 2 cart sharing would be allowed. Landlords with buildings with six (6) or fewer units had the option of contracting with a private waste hauler (dumpster). She expressed her disappointment that residents would not be charged based upon volume. It was a great deal for the City to require payment per unit. Recycling was available but not incentivized. She questioned the diversion rate and cost of recycling.

Rodney Henson, Superintendent of Refuse, informed the Council that the base charge of \$16 per month included all solid waste services. Recycling was up over 100 tons per month since the City started automated single stream. Recycling was a commodity so the income varies each month from \$2,000 to \$20,000 per month. Recycling diverted solid waste from the landfill. It resulted in lower tipping fees. Participation was voluntary.

Mayor Pro Tem Alderman Schmidt questioned how a landlord could initiate cart sharing.

Mr. Henson presented the Council with a copy of the Cart Sharing Request Form. There would be no charge to exchange larger carts for smaller ones. The carts would be exchanged and then the landlord would be notified.

Alderman Fazzini believed that the motion needed to be amended. The amendment would address allowing landlords to decline solid waste services.

Alderman Fruin stated his intention to vote no. He opposed the fee structure as it strayed from a focus on financial management and operational efficiencies. It also added administrative costs. Condominiums would be treated differently than apartments. For refuse collection to be effective and efficient in the future, it needed to be simple. He understood cart congestion and the need to address same.

Alderman Sage expressed his respect for Alderman Fruin's comments. He recommended that the Council revisit this item in six (6) months and make adjustments if necessary. Open issues could be addressed in September 2014.

Motion by Alderman Lower, seconded by Alderman Fazzini that landlords also have the option of declining City service and contracting for solid waste service.

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

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

Nays: Alderman Fruin.

Motion carried.

Motion by Alderman Lower, seconded by Alderman Black that the amended Text Amendments be approved and the Ordinances passed.

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

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

Nays: Alderman Fruin.

Motion carried.

MAYOR DISCUSSION: Mayor Renner thanked Alderman Stearns for attending the One Voice meeting. Representatives from various groups in McLean County were in Washington, D.C. Local government needed assistance with mental health issues.

He also thanked Alderman Schmidt for serving as Mayor Pro Tem.

ALDERMAN DISCUSSION: Alderman Sage clarified that the Ashley Furniture Agreement included certain performance metrics that must be met to receive City funding.

Justine Robinson, Economic Development Coordinator, provided an update. She had received documentation that Ashley Furniture was meeting all of the metrics. The City was seeing the results.

Alderman Fruin noted the evening's recognitions. He believed that the City was not doing this often enough. He challenged everyone to recognize City staff and community members.

Alderman Lower thanked the EDC, (Economic Development Council), for their efforts. He specifically cited Mike O'Grady, Vice President for External Affairs, and Ken Springer, Vice President. He enjoyed working with the EDC.

He thanked citizens and City staff for their snow removal efforts. It had been a difficult winter.

Alderman Stearns commented on Ashley Furniture. She questioned if their competitors had come forward for assistance. Fairness was needed. The City needed to welcome all.

Ms. Robinson noted \$6 million in sales leakage was identified in this market. She had met with other retailers and offered the City's assistance. She added that both the EDC and the City were willing to meet with any interested party.

Motion by Alderman Fazzini, seconded by Alderman Black, that the meeting be adjourned. Time: 8:16 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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