



CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
JUNE 27, 2016

# AGENDA

# RECOGNITION

# CONSENT AGENDA

# REGULAR AGENDA



## **City Logo Design Rationale**

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

# **City of Bloomington – Strategic Plan**

## **Vision 2025**

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

Jewel of Midwest Cities.

## **Mission**

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

## **Core Beliefs**

Enjoy Serving Others

Produce Results

Act with Integrity Take

Responsibility Be

Innovative Practice

Teamwork

Show the **SPIRIT!!**

## **Goals 2015**

Financially Sound City Providing Quality Basic Services

Upgrade City Infrastructure and Facilities

Strong Neighborhoods

Grow the Local Economy

Great Place to Live – A Livable, Sustainable City

Prosperous Downtown Bloomington

12/11/2010



## 2015 Strategic Plan Goals

|             |   |
|-------------|---|
| <b>Goal</b> | <b>1. Financially Sound City Providing Quality Basic Services</b>   |
| Objective   | <ul style="list-style-type: none"><li>a. Budget with adequate resources to support defined services and level of services</li><li>b. Reserves consistent with city policies</li><li>c. Engaged residents that are well informed and involved in an open governance process</li><li>d. City services delivered in the most cost-effective, efficient manner</li><li>e. Partnering with others for the most cost-effective service delivery</li></ul> |
| <b>Goal</b> | <b>2. Upgrade City Infrastructure and Facilities</b>  |
| Objective   | <ul style="list-style-type: none"><li>a. Better quality roads and sidewalks</li><li>b. Quality water for the long term</li><li>c. Functional, well maintained sewer collection system</li><li>d. Well-designed, well maintained City facilities emphasizing productivity and customer service</li><li>e. Investing in the City's future through a realistic, funded capital improvement program</li></ul>   |
| <b>Goal</b> | <b>3. Grow the Local Economy</b>  |
| Objective   | <ul style="list-style-type: none"><li>a. Retention and growth of current local businesses</li><li>b. Attraction of new targeted businesses that are the "right" fit for Bloomington</li><li>c. Revitalization of older commercial homes</li><li>d. Expanded retail businesses</li><li>e. Strong working relationship among the City, businesses, economic development organizations</li></ul>   |
| <b>Goal</b> | <b>4. Strong Neighborhoods</b>  |
| Objective   | <ul style="list-style-type: none"><li>a. Residents feeling safe in their homes and neighborhoods</li><li>b. Upgraded quality of older housing stock</li><li>c. Preservation of property/home valuations</li><li>d. Improved neighborhood infrastructure</li><li>e. Strong partnership with residents and neighborhood associations</li><li>f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods</li></ul>      |
| <b>Goal</b> | <b>5. Great Place – Livable, Sustainable City</b>   |
| Objective   | <ul style="list-style-type: none"><li>a. Well-planned City with necessary services and infrastructure</li><li>b. City decisions consistent with plans and policies</li><li>c. Incorporation of "Green Sustainable" concepts into City's development and plans</li><li>d. Appropriate leisure and recreational opportunities responding to the needs of residents</li><li>e. More attractive city: commercial areas and neighborhoods</li></ul>      |
| <b>Goal</b> | <b>6. Prosperous Downtown Bloomington</b>   |
| Objective   | <ul style="list-style-type: none"><li>a. More beautiful, clean Downtown area</li><li>b. Downtown Vision and Plan used to guide development, redevelopment and investments</li><li>c. Downtown becoming a community and regional destination</li><li>d. Healthy adjacent neighborhoods linked to Downtown</li><li>e. Preservation of historic buildings</li></ul>  |



## Brief Summary of Five Council Priorities

### Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

#### 1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

#### 2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
  - a. It will take inside and outside **resources to vet potential Downtown projects**.
  - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
  - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



## **CITY COUNCIL MEETING AGENDA**

### **CITY COUNCIL CHAMBERS**

**109 E. OLIVE STREET, BLOOMINGTON, IL 61701**

**MONDAY, JUNE 27, 2016 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
  - A. Appointment of Amanda Weissgerber be appointed to the Citizens Beautification Committee.
- 6. Public Comment**
- 7. “Consent Agenda”**

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

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

  - A. Consideration of approving the Minutes of the June 17, 2016 Special Session Meeting, June 13, 2016 Work Session Meeting, the June 13, 2016 Regular City Council Meeting, and the May 16, 2016 Special Meeting Session Minutes. *(Recommend that the reading of the minutes June 17, 2016 Special Session Meeting, June 13, 2016 Work Session Meeting, the June 13,*

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

*2016 Regular City Council Meeting, and the May 16, 2016 Special Meeting Session Minutes be dispensed with and the minutes approved as printed.)*

- B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$11,962,854.68 *(Recommend that the bills, payroll, electronic transfers, and procurement cards be allowed in the amount of \$11,962,854.68, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Appointment to the Citizens Beautification Committee. *(Recommend that Amanda Weissgerber be appointed to the Citizens Beautification Committee.)*
- D. Consideration of approving the purchase of Starcom Equipment for the Public Works Department in the amount of \$436,642.27. *(Recommend that Motorola Solutions, a State sanctioned Limited Source Provider, for the Public Works Department Starcom Equipment be approved using the Illinois Department of Central Management Services Contract Number CMS3618850, in the amount of \$436,642.27 which includes the equipment, startup expense, and warranty, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.)*
- E. Consideration of a Resolution approving cost modifications associated with FY 2016 Resurfacing Contract with Rowe Construction. *(Recommend that the City Council approve a Resolution authorizing a change order with Rowe Construction regarding the 2015 Street and Alley Contract (Bid #2015-62) in the amount of \$25,796.97, and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.)*
- F. Consideration of a Resolution waiving the bid requirements and approval of an agreement with Diamond Vogel for White and Yellow Traffic Line Paint and Beads in the amount of \$90,375. *(Recommend that a resolution waiving the bidding requirements be approved to authorize an agreement with Diamond Vogel in the amount of \$90,375 for paint for FY 2017, and authorize the Mayor and City Clerk to execute the necessary documents, and the Purchasing Agent be authorized to issue a Purchase Order for same.)*
- G. Consideration of adopting a Resolution approving payment for Street Lighting Electrical Energy and Rental Charges through a Motor Fuel Tax (MFT) General Maintenance program. *(Recommend that the MFT Resolution and associated estimate of costs for a FY2017 MFT General Maintenance program (17-00000-00-GM) for Street Lighting System electrical energy and rental charges be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- H. Consideration of approving a Resolution Establishing Prevailing Wages to be paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington. *(Recommend the Resolution be adopted.)*
- I. Consideration of adoption of an ordinance approving a special use permit to allow for an acupuncture clinic in the R-1C, High Density Single Family Residential District for the property located at 1617 E Oakland Ave. *(Recommend that an ordinance approving a special use permit for an acupuncture clinic in the R-1C, High Density Single Family Residential District for the property located at 1617 E Oakland Ave. be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of adoption an ordinance approving the petition to rezone 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions. *(Recommend that an ordinance be adopted approving the petition to rezone of the property commonly located at 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions be passed and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 9 Block 4 of Camp Kickapoo, from Robin Minson JSM Trust to Ross Clark. *(Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on July 16, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on July 16, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 14, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 14, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- N. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a High School Reunion at Davis Lodge on August 27, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a High School Reunion at Davis*

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*Lodge on August 27, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

- O. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 10, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 10, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- P. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 17, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 17, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

## **8. “Regular Agenda”**

- A. Consideration of a Resolution approving an Agreement for Professional Services with VenuWorks for Management of the U.S. Cellular Coliseum. *(Recommend that the Resolution approving the Agreement for Professional Services with VenuWorks be adopted and the Mayor and City Clerk be authorized to execute the resolution and the City Manager be authorized to execute the Agreement.) (Presentation by John Siehl, VenuWorks, Chief Operations Officer, and Curtis Webb, Executive Director U.S. Cellular Coliseum 5 minutes, Council discussion 10 minutes)*
- B. Consideration of adoption of an ordinance amending Chapter 44 of the Bloomington City Code to allow for “artisanal/craft production and retail” as a permitted use in the B-1, B-2, B-3, M-1 and M-2 Districts. *(Recommend that an ordinance amending Chapter 44 of the Bloomington City Code to allow for “artisanal/craft production and retail” as a permitted use in the B-1, B-2, B-3, M-1 and M-2 Districts be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tom Dabareiner, Community Development Director 5 minutes, Council discussion 10 minutes.)*

## **9. City Manager’s Discussion**

## **10. Mayor’s Discussion**

## **11. City Aldermen’s Discussion**

## **12. Executive Session – Cite Section**

## **13. Adjournment**

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## 14. Notes

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**Item 5**

**RECOGNITION / APPOINTMENTS**

**5. Recognition/Appointments**

- A. Appointment of Amanda Weissgerber to the Citizens Beautification Committee.





**CONSENT AGENDA ITEM: 7A**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving the Minutes of the June 17, 2016, Special Session Meeting, June 13, 2016 Work Session Meeting, the June 13, 2016 Regular City Council Meeting, and the May 16, 2016 Special Session Meetings.

**RECOMMENDATION/MOTION:** That the reading of the minutes June 17, 2016 Special Session Meeting, June 13, 2016, Work Session Meeting, the June 13, 2016 Regular City Council Meeting, and the May 16, 2016 Special Session Meetings, 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 minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

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

David A. Hales  
City Manager

**Attachments:**

- June 17, 2016 Special Session Meeting Minutes
- June 13, 2016 Work Session Meeting Minutes
- June 13, 2016 Regular Meeting Session Minutes
- May 16, 2016 Special Session Meeting Minutes

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Motion: That the reading of the minutes June 17, 2016 Special Session Meeting, June 13, 2016, Work Session Meeting, the June 13, 2016 Regular City Council Meeting, and the May 16, 2016 Special Session Meetings, be dispensed with and the minutes approved as printed.

Special City Council Meeting of the Bloomington City Council  
City Hall Council Chambers  
109 E. Olive Street, Bloomington, IL 61701  
Friday, June 17, 2016; 8:00 AM

**1. Call to Order**

The Council convened in Special Session in the Council Chambers, City Hall Building, at 8:00 a.m., Friday, June 17, 2016. The Meeting was called to order by Mayor Renner.

**2. Roll Call**

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

Aldermen: Mboka Mwilambwe, Amelia Buragas, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman and Mayor Tari Renner

Aldermen Absent: Kevin Lower, David Sage and Jim Fruin.

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Jeffery Jurgens, Corporation Counsel; George Boyle, Assistant Corporation Counsel, Cherry L. Lawson, City Clerk; and other City staff were present.

**3. Public Comment**

Bruce Meeks

The following was presented:

**4. Consideration of the application of Signature India BLM, Inc. d/b/a Signature India, located at 1407 N. Veterans Pkwy, Ste. 26, requesting an RBS Liquor License which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.**

George Boyles, Assistant Corporation Counsel, gave a brief overview. On May 10, 2016, the Bloomington Liquor Commission met in Regular Session to hear the request submitted by Signature India BLM, Inc. d/b/a Signature India, located at 1407 N. Veterans Pkwy, Ste. 26 requesting an RBS Liquor License which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

Present were Commissioners Tari Renner, Jim Jordan and Sue Feldkamp. City Staff present included George Boyle, and Cherry Lawson, City Clerk.

Karthir Thota, owner and proprietor, addressed the Commission, he stated that it was the intent of his business (Signature India) to serve Indian and other international beer and wine

products along with meals. He was seeking an RBS Liquor License with Sunday sales and understands that BASSET training is required.

**Motion by Alderman Schmidt, seconded by Alderman Hauman, that an RBS Liquor License for Signature India BLM, Inc., d/b/a Signature India., located at 1407 N. Veterans Pkwy, be created and approved contingent upon compliance with all health and safety codes.**

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

**Ayes: Aldermen Mwilambwe, Buragas, Painter, Schmidt, Black and Hauman.**

**Nays: None.**

**Motion carried.**

The following was presented:

**5. Consideration of approving the Application of the Board of Trustees of Illinois State University, d/b/a The Illinois Shakespeare Festival, located at 48 Sunset Rd., requesting a Limited Liquor License with Sunday sales, (LBS) which allows the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.**

On May 10, 2016, the Bloomington Liquor Commission met in Regular Session to hear the request of the Board of Trustees of Illinois State University, d/b/a The Illinois Shakespeare Festival, located at 48 Sunset Rd., requesting a Limited Liquor License with Sunday sales (LBS) which allows the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

Present were Commissioners Tari Renner, Sue Feldkamp and Jim Jordan. Staff present were George Boyle, Assistant Corporation Counsel and Cherry Lawson, City Clerk.

No one appeared from the applicant organization.

Mr. Boyle addressed the Commission. He stated that the festival has had a Limited Liquor License for the past several years and that there have not been any incidents, liquor license violations or other problems.

Motion by Commissioner Jordan seconded by Commissioner Feldkamp to recommend to the City Council approval of the request of the Board of Trustees of Illinois State University, d/b/a The Illinois Shakespeare Festival, located at 48 Sunset Rd., requesting a Limited Liquor License with Sunday sales (LBS) which allows the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

**Motion by Alderman Schmidt, seconded by Alderman Hauman, that an LBS Liquor License for the Board of Trustees of Illinois State University, d/b/a The Illinois**

**Shakespeare Festival, located at 48 Sunset Rd., be created and approved contingent upon compliance with all health and safety codes.**

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

**Ayes: Aldermen Buragas, Painter, Schmidt, Black and Hauman.**

**Recused: Alderman Mboka Mwilambwe.**

**[8:05 AM Minutes:] Alderman Mwilambwe left the dais.**

**[8:06 AM Minutes:] Alderman Mwilambwe returned to the Meeting.**

**Nays: None.**

**Motion carried.**

The following was presented:

**4. Motion to Adjourn**

**Motion made by Alderman Schmidt, seconded by Alderman Hauman, to adjourn the meeting at 8:07 a.m.**

**Motion carried (viva voce).**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

**SUMMARY MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, JUNE 13, 2016; 7:00 P.M.**

**1. Call to Order**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, June 13, 2016. The Meeting was called to order by Mayor Renner.

**2. Pledge of Allegiance to the Flag**

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

**3. Remain Standing for a Moment of Silent Prayer**

**4. Roll Call**

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

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

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

**5. Recognition / Appointments**

The following were presented:

- A. Introduction of Jeanne Hamilton, Library Director, Bloomington Public Library.
- B. Presentation by Art Miller from Mission Lifeline, of the American Heart Association to the Bloomington Fire Department the EMS Gold Award.
- C. Reappointment of Valerie Dumser to the Citizens Beautification Committee.
- D. Reappointment of Jeff Brown to the Board of Zoning Appeals.
- E. Reappointment of Ryan Whitehouse to the Connect Transit Board.

**6. Public Comment**

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

Marty Seigel  
William Gustavson  
Pete Pontius  
Alton Franklin  
Bruce Meeks  
Aaron Lahey  
Terry Woith  
Tony Wargo  
Cecelia Tucharadt

**7. Consent Agenda**

The following was presented:

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

**Motion by Alderman Black, seconded by Alderman Hauman, that the Consent Agenda be approved.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the May 23, 2016 Regular City Council Meeting.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$ 7,338,054.90.

The following was presented:

Item 7C. Consideration of Approving Reappointment to the Various Boards and Commissions.

The following was presented:

Item 7D. Consideration of approving the Government Center: Operation & Maintenance Costs / Attachment No. 14.

The following was presented:

Item 7E. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 26, 2016.

ORDINANCE NO. 2016 – 53

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON JUNE 26, 2016

**8. Public Hearing**

The following was presented:

Item 8A: Petition submitted by Brian and Jessica Szarek, Requesting approval of an Annexation Agreement for the property commonly located west of Szarek Drive and south of Six Points Road (approximately 2.12 acres).

Tom Dabareiner, Plan/Code Enforcement Director, provided a brief overview. The property was eligible for annexation. Property to the west was zoned R-1A, Single Family Residence District and to the east was zoned R-1B, Single Family Residence District. The Petitioner wished to build a single family home on the property. The annexation would allow water and sewer extension to the site.

There were three separate actions occurring: 1.) the Public Hearing; 2.) the approval of the annexation agreement; and 3.) the Ordinance adoption to annex and rezone.

The annexation process was defined by state law. Findings included: 1.) the property met the annexation eligibility requirements; 2.) the annexation agreement provided for the City's and the land owner's obligations, water and sewer provisions, rezoning and fees charged; and 3.) the Ordinance that would complete the annexation and rezoning to R-1A, Single Family Residence District.

The annexation agreement provided for a dormant special service area. Same would allow the installation of a road adjacent to the property, should the City decide one was needed.

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

Alton Franklin  
Brian Szarek



Mr. Dabareiner stated part of the annexation process included fees which were paid by the applicant. Alderman Sage stated the staff report stated “the petitioner is required to pay the following fees: Sewer, Water, Parkland Fee in Lieu and Annexation Fee”.

Alderman Lower stated the request was coming from a third (3<sup>rd</sup>) generation family member, not a developer. All fees would be paid by the private entity.

## **9. Regular Agenda**

The following was presented:

Item 9A. Consideration of adoption of an ordinance approving the Annexation Agreement for the property commonly located west of Szarek Drive and south of Six Points Road (approximately 2.12 acres).

### **ORDINANCE NO. 2016 – 51**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR THE PROPERTY EAST OF SZAREK ROAD AND SOUTH OF SIX POINTS ROAD (APPROXIMATELY 2.12 ACRES) TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

**Motion by Alderman Sage, seconded by Alderman Lower, that an ordinance be adopted approving the Annexation Agreement for the property commonly located west of Szarek Drive and south of Six Points Road (approximately 2.12 acres), and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 9B. Consideration of adoption of an ordinance approving the petition submitted by Brian and Jessica Szarek, requesting annexation and rezoning to R-1A, single family residential district, for the property commonly located west of Szarek Drive and south of Six Points Road (approximately 2.12 acres).

ORDINANCE NO. 2016 – 52

AN ORDINANCE ANNEXING AND REZONING TO R-1A 2.12 ACRES EAST OF  
SZAREK ROAD AND SOUTH OF SIX POINTS ROAD TO THE CITY OF  
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

**Motion by Alderman Sage, seconded by Alderman Lower that an ordinance be adopted approving the annexation and rezoning to R-1A, Single family residential district, of 2.12 acres located west of Szarek Drive and south of Six Points Road, and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 9C. Consideration of an Ordinance Amending Chapter 6 of the Bloomington City Code to Provide for Video Gaming Licensing.

ORDINANCE NO. 2016 –

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

David Hales, City Manager, stated a motion was entered by Alderman Black at the City Council Meeting on April 25, 2016 to table this item for further discussion at a Committee of the Whole Meeting within sixty (60) days. It was an oversight to have this on the Regular Agenda as opposed to the Committee of the Whole Meeting on June 20, 2016. Corporate Council advised to have a new motion to put discussion back on the table if Council was ready to discuss this evening.

Alderman Black stated the intention was to have further discussions on a Committee of the Whole Meeting before any decisions were made. Alderman Lower stated procedurally same was in the best interest of all. Jeff Jurgens, Corporate Council, stated the April 25, 2016 motion would stand to discuss this item at a Committee of the Whole Meeting on June 20, 2016.

**City Manager's Discussion**

David Hales, City Manager, stated there was a need for a Special Council Meeting this week. Cherry Lawson, City Clerk, stated, on Tuesday, May 10, 2016, the Liquor Commission had approved the application of Signature India BLM, Inc., d/b/a Signature India, located at 1407 N. Veterans Pkwy, Ste 26 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. Due to an oversight, the item did not come to Council tonight and the Special Council Meeting was requested to consider same. Signature India has a function scheduled for Sunday, June 19, 2016 and is seeking to have the liquor license before then. A quorum of five (5) Council members is needed at the Special Council Meeting.

Mr. Hales stated a Council member poll would be done to find the best time and date to get the quorum together for the brief meeting Thursday or Friday.

### **Mayor Discussion**

Mayor Renner thanked Alderman Black for residing over the Mayor's Open House, June 10, 2016.

### **City Alderman's Discussion**

Alderman Buragas stated the issue brought up by Marty Seigel, during Public Comment, regarding the widening of Linden Street, had been discussed with both herself and Jim Karch, Public Service Director. She questioned whether the Community Development and Community Planning activities were sufficiently integrated with the Public Works activities. She stated several items discussed and pending may benefit from a formal Committee discussion structure for time efficiency instead of being introduced for preliminary discussions at the City Council meetings.

Alderman Black stated Beer Fest was June 17<sup>th</sup> and 18<sup>th</sup>, 2016 at the Bloomington Center for the Performing Arts (BCPA). Aldermen Jim Fruin, Diana Hauman and Scott Black would assist with pouring beverages.

Alderman Lower stated Council would do well to consider how decisions made affected the local business community. Adding fees/taxes to small businesses affected their bottom line and ability to stay in business.

### **Adjournment**

**Motion made by Alderman Schmidt, seconded by Alderman Hauman, to adjourn the meeting at 7:55 p.m.**

**Motion carried (viva voce).**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE  
WORK SESSION CITY COUNCIL MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, JUNE 13, 2016; 5:40 P.M.**

The Council convened in Work Session in the Council Chambers, City Hall Building, at 5:40 p.m., Monday, June 13, 2016.

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Cherry Lawson, City Clerk; Jay Tetzloff, Zoo Supervisor; Austin Grammer, Economic Development Coordinator; Nora Dukowitz, Communications Manager; Jeff Jurgens, Corporate Counsel; Nicole Albertson, Human Resources Director; Ken Bays, Assistant Police Chief of Administration; Scott Sprouls, Information Services Director; Jim Karch, Public Service Director; Curtis Webb, Executive Director, U.S. Cellular Coliseum.

**3. PUBLIC COMMENT**

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

Carl Teichman  
Jared Hall  
Donna Boelen  
Gary Lambert

**4. PRESENTATION AND DISCUSSION ON THE PROPOSED CONTRACT  
BETWEEN THE CITY OF BLOOMINGTON AND VENUWORKS – COLISEUM**

David Hales, City Manager, provided introductory remarks. He thanked the employees who worked to finalize the Professional Services Agreement with VenuWorks for the US Cellular Coliseum (USCC) management.

Jeff Jurgens, Corporate Counsel, summarized the contract and the process to move forward. All agreements would be available on the City's website, [www.cityblm.org](http://www.cityblm.org), under the Transparency Portal tab. Individuals from various departments were involved in the agreement process along with the Bronner Group, Government Management and Technology Consulting Services, located in Chicago, IL. The City's focus was on Industry Standards and reviewing other contracts common in this field. The group leaned on past experience with what worked, what fell short and what was desired moving forward. Feedback from Council and the public were taken into consideration.

Contract highlights for the proposed Compensation Agreement included 1.) A \$9,500 monthly management fee; 2.) A Disincentive fee; 3.) The Consumer Price Index (CPI) increase would be limited to three percent (3%). Commissions to VenuWorks included five percent (5%) of gross food and beverage sales and contract revenues.

Other Contract highlights included: 1.) a five (5) year term, July 1, 2016 to June 30, 2021 with the right to terminate after three (3) years; 2.) Oversight agreements between the City and VenuWorks; 3.) Capital Improvements; 4.) Transparency; and 5.) Focus to maximize the USCC potential.

Event Reports would be available online showing estimated ticket sales, how much the City paid for the show, Facility fees, parking, etc. Monthly financial reports would be posted twenty (20) days after month end.

Next steps included: further discussion at the Committee of the Whole, June 20, 2016 and Consideration and Action by Council at the June 27, 2016 Council meeting.

Alderman Black questioned whether the USCC name would be changed. Curtis Webb, Executive Director, U.S. Cellular Coliseum, stated VenuWorks had been working with a company from Milwaukee, WI to determine what the naming rights would be worth to a potential client. The report would be reviewed in the next week. Recommendations would be brought to Council for approval. Alderman Black stated profitability from the USCC should be viewed more broadly as the economic impact affected restaurants, stores and other vendors.

Alderman Schmidt questioned the relationship and communication between the USCC and the Bloomington Center for the Performing Arts (BCPA). Mr. Webb stated communication and working closely with the BCPA was important. Alderman Schmidt questioned interaction with the Pepsi Ice Center. Mr. Jurgens stated clearer operations understanding between the USCC and the Pepsi Ice Center were undergoing review.

Alderman Mwilambwe questioned upcoming events. Mr. Webb stated Hockey dates had been scheduled. Upcoming shows, beginning in September 2016 through February 2017, were being reviewed. Cleaning the building was a priority to reintroduce the USCC to the public in the fall.

Alderman Lower questioned communication between USCC and Illinois State University Redbird Arena. Mr. Webb stated competition was to be expected between communities.

## **5. PRESENTATION, DISCUSSION AND DIRECTION TO CITY MANAGER AND/OR RELATED ACTIONS ON THE MUNICIPAL SALES TAX SHARING**

Mayor Renner provided introductory remarks. During the One Voice trip, officials from the Town of Normal (Town), the City and McLean County (County) discussed sales tax sharing. A sixty/forty (60/40) revenue distribution concept was presented, sixty percent (60%) to the City and forty percent (40%) to the Town to match population percentages. Metro Zone would be dissolved. A periodic reevaluation would be included.

Alderman Fruin stated no discussion of specifics or analysis had occurred. Metro Zone's statistics were released to the Pantagraph. Discussion on the concept with Council was desired. David Hales, City Manager, stated no presentation was created.

Alderman Sage stated a balance between the Town and the City businesses had occurred. Establishments were equally distributed with no poaching occurring. Business decisions were made when determining locations. He was not in favor of pursuing the discussion. Metro Zone was a different topic needing separate discussions.

Alderman Painter stated, according to the Pantagraph, the 2015 sixty/forty (60/40) split would have the City paying \$360,000 to the Town. The 2017 projection, from the State, would have the City owing \$638,504 to the Town. The Metro Zone was created in 1986 to provide orderly and planned growth and development to an area designated as an Enterprise Zone. The Metro Zone was part of the Enterprise Zone, located west of I74/55. All Enterprise Zones had an end date. This particular Enterprise Zone ended July 1, 2016. She believed the contract for Metro Zone would end also. Over the last five (5) years, the City had paid the Town over \$1 million from the Metro Zone agreement. To support partnerships, sales taxes were raised at the same time for the Town and the City. The City had over \$400 million in deferred Capital expenditures for roads, sewers and sidewalks needing attention. She was not in favor of pursuing the discussion.

Alderman Mwilambwe stated poaching was not an issue. Businesses move from one locale to another. The City had budgeted \$390,000 to B-N Advantage for economic development. He was not in favor of further discussion.

Alderman Black stated no proposal was brought forth. Discussion on the topic could occur if a resolution was brought forth for Staff consideration. Public feedback would be needed. He was in favor of further discussions.

Alderman Schmidt believed that the City and the Town worked together well. Collaboration on shared goals was encouraged. The Metro Zone should be a separate conversation and not tied in with this concept. She was not in favor of Staff time for further consideration of this concept.

Alderman Hauman questioned having an Economic Development Staff person representing both the Town and the City. She questioned changes in population affecting any agreement that may arise. She questioned having a long range plan with priorities for the City.

Alderman Buragas stated the Town and the City were unique as Twin Cities. This changed the dynamics of cooperation, collaboration and competition. Companies were interested in business due to the entire community size. She was in favor of further discussions.

Alderman Fruin stated studies from other organizations, such as Bloomington-Normal Economic Development Council (EDC), Chamber of Commerce (Chambers), Regional Planning, School Districts or an independent organization would be beneficial. Staff time would not be required. Shared revenue was one opportunity for a unified, regionalized community. Others could include: 1.) Fire Station locations; 2.) Libraries; and 3.) Recreational venues. Regional services that the City had requested financial support from other governmental bodies included: 1.) a Police firing range; 2.) a Fire Department training tower; 3.) a Fire Station located on Central Regional Airport property. Questions often asked included: where was the community dividing line; and why two (2) school districts. He was in favor of further discussions.

Alderman Lower stated he was not in favor of a shared sales tax. The Town and the City were independent yet interdependent and should build on those strengths. Competition was good for the consumer and the community.

Mayor Renner asked whether there was a consensus to move forward with further discussion on the sales tax sharing.

Ayes: Aldermen Fruin, Hauman, Black and Buragas.

Nays: Schmidt, Painter, Mwilambwe, Sage and Lower.

## **6. ADJOURNMENT**

Mayor Renner asked for a motion to adjourn the meeting.



**Motion by Alderman Hauman, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 6:56 p.m.**

**Motion carried, (Viva Voce).**

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

Special City Council Meeting of the Bloomington City Council  
City Hall Council Chambers  
109 E. Olive Street, Bloomington, IL 61701  
Monday, May 16, 2016; 5:30 PM

**1. Call to Order**

The Council convened in Special Session in the Council Chambers, City Hall Building, at 5:30 p.m., Monday, May 16, 2016. The Meeting was called to order by Mayor Renner.

**2. Roll Call**

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

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

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

**3. Public Comment**

Glen Ludwig

The following was presented:

4. Presentation and review of the Intergovernmental Personnel Benefits Cooperative (IPBC), an intergovernmental self-insured health benefit program.

David Hales, City Manager, stated opportunities to reduce costs and expenses to the City prompted the Intergovernmental Personnel Benefits Cooperative (IPBC), an intergovernmental self-insured health benefits program, presentation and review.

Nicole Albertson, Human Resources Director, introduced Gregg Aleman, Area Senior Vice President, Arthur J. Gallagher & Company; Joyce Janu, Area Vice President, Arthur J. Gallagher & Company; and Dave Cook, Executive Director, Intergovernmental Personnel Benefits Cooperative (IPBC).

Mr. Cook provided a brief presentation. The IPBC was an entity created under Illinois state laws which allowed municipal groups to join together for insurance purposes. The IPBC

was established in 1979 and had over one hundred (100) municipalities or municipal entities as members. The IPBC was introduced to staff by Arthur J. Gallagher & Company to bring financial predictability and cost savings to the employee health insurance.

Mr. Aleman noted business partners associated with IPBC included: Ancel Glink, who wrote the Illinois insurance intergovernmental act and was the lead council; the Sikich LLP, Auditing; Miller Cooper, Accounting; Arthur J. Gallagher & Company, Benefits Consulting; Mischler Financial, Investment Manager; and Fifth Third Securities, Investment Manager. IPBC sub-pool members, individual members and listed entities with full voting privileges were noted.

The IPBC purpose was to provide scaled economies and risk pooling that would allow members more financial stability than offered by the commercial insurance market. Members retained the right to create and change their plan design.

The PPO program provided risk pooling for individual claims between \$35,000 and \$125,000. Members were responsible for claims under \$35,000 and the redistributed claims cost for those claims between \$35,000 and \$125,000. Claims over \$125,000 were fully reinsured. Renewals were not based on risk factors.

The City's average spending was 7.7% for the last five (5) years, with costs doubling in approximately nine and a half (9 ½) years. The IPBC had averaged 2.34% the last five (5) years, with costs doubling in twenty-nine (29) years. The total estimated savings and dividends for the City was \$9.9 million.

Mr. Cook stated in 2013 the IPBC had sixty-nine (69) members. Today there were 102 members. The IPBC estimated 150 members by 2020.

Mr. Hales questioned handling members with high losses. Mr. Aleman stated same would not receive the percentage in dividends as those members with fewer losses. Mr. Cook noted the IPBC had a strong wellness program included in the rates with incentives to members who utilize same.

Alderman Hauman questioned why a municipality had left and returned. Mr. Aleman stated a change in management occurred with each situation.

Alderman Black questioned whether the IPBC had ever rejected a potential member. Mr. Cook stated minimum financial guidelines must be met to become members.

Alderman Fruin questioned staff recommendation. Mr. Hales stated staff recommended Council vote to approve the agreement at a future Council meeting. Alderman Fruin questioned communities' non-participation south of I-80. Mr. Cook stated conversations with surrounding communities were ongoing. Mr. Aleman stated the IPBC had not focused marketing in these municipalities until the present time.

Alderman Fruin recommended further discussion. Mr. Hales, the City would benefit by joining the Cooperative as the IPBC would assist with Health Benefit Plan changes to attain the best price.

Mr. Cook stated staff was provided comparison data and would be sharing soon. The IPBC was a financial vehicle designed to save municipalities money regardless of the plan options chosen. Blue Cross/Blue Shield and United Healthcare were the two (2) largest companies in the state partnered with the IPBC.

Alderman Lower, Council should research other Cooperatives before a decision was made. Mr. Aleman stated only one other Municipal Cooperative existed in Illinois.

Alderman Mwilambwe questioned the procedures after approval. Mr. Aleman stated quotes effective January 1, 2017 would be brought back to staff within the next thirty (30) days. Council would need to have a decision by July 2016. The IPBC accepted new members at their Board Meeting in late August 2016. Mr. Hales stated other questions and/or comments would be addressed along with a final recommendation before the July timeframe.

Alderman Hauman questioned whether staff had conversed with other member municipalities. Ms. Albertson stated staff wanted to present to Council and receive direction before contacting other municipalities. This would be added to next steps.

Mayor Renner, the option to terminate membership was available. Mr. Cook stated that state regulations required a minimum ninety (90) days' notice prior to the beginning of the Plan's Fiscal Year in July were a member to opt out of the pool.

The following was presented:

5. Consideration of approving an Ordinance to authorize a Tax Increment Feasibility Study for the proposed North Main Street / Chestnut Street Redevelopment Project Area.

#### **ORDINANCE NO. 2016 – 45**

#### **AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS PROVIDING FOR A FEASIBILITY STUDY WITH RESPECT TO THE DESIGNATION OF A CERTAIN AREA AS A TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA**

(North Main Street/Chestnut Street)

Austin Grammer, Economic Development Coordinator, introduced this item. On March 14, 2016 Council approved Resolution No. 2016-08 authorizing the purchase of a portion of the former Mennonite Hospital/Electrolux property located at 807 N. Main St. To support the City's purchase and to attract developer interest, it may be appropriate to create a Tax Increment Financing (TIF) District.

Peckham Guyton Albers & Viets (PGAV), TIF and Economic Development consultants, was selected. PGAV was determined to be the consultant best able to assist the City. The high

level of detail and research that PGAV employed in the Eligibility Study and Redevelopment Plan for the Empire Street Corridor TIF District was considered.

The Illinois TIF Act required adopting an ordinance authorizing the Feasibility Study before moving forward with same. The ordinance authorized PGAV to commence a Feasibility Study for the proposed N. Main St./Chestnut St. TIF District. Same would not bind Council to move forward with creating a TIF District.

The area had up to five (5) parcels. Three (3) parcels owned by Illinois Wesleyan University (IWU) were tax exempt. The two (2) taxable parcels assessed value had declined approximately seventy-six percent (76%) between 2010 and 2015. There was over 53,000 square feet of vacant buildings. Additional eligible parcels would enable Council to leverage the TIF economic development tool to assist with multiple qualifying neighboring properties renovation or redevelopment.

David Hales, City Manager, stated meetings with District 87 Superintendent, attorneys and the Finance Director had been held. Same was a member of the Joint Review Board and the largest taxing body which would be affected by the proposal. Recommendations from same would be presented to Council.

Alderman Buragas questioned whether there were any deadlines on projects. Mr. Grammer believed it was advisable to move forward with the project at this time. Staff would be able to schedule PGAV's time to receive the completed feasibility study. The study would be valid for about one (1) year. Same would assist in marketing the site to potential developers. Mr. Hales stated the date stamp of the study was critical to be eligible to create a TIF District. Feasibility studies were best completed with a property's current state.

Alderman Buragas questioned seven (7) months as a typical timeline for the study. Mr. Grammer stated there were statutory requirements that had to be followed.

Alderman Black questioned the timeline for demolition completion. Mr. Grammer believed same would be completed within the next thirty (30) days.

Alderman Fruin, this was the logical next step which supported Council's decision to move forward with the acquisition of the site.

Alderman Hauman noted that the study could conclude that a TIF District was not favorable. Mr. Grammer answered affirmatively.

Alderman Buragas, the timing of a TIF District for this area was premature. She was in favor of redeveloping this area. Mayor Renner stated this proposal was only to authorize the Feasibility Study. Alderman Lower, it was not a good time to create another TIF District. He stated the site would redevelop with private investors.

Alderman Hauman questioned the impact of declining a TIF eligible District. Mr. Grammer stated Council could decide to take no action on the TIF until a developer requested

Municipal assistance with a project. Council could start the process of creating a TIF District if the project met the City's goals. Other tools were available for incentives.

Alderman Painter, the vote on the Feasibility Study did not rule out other economic development opportunities. Mr. Hales stated the type of development would not be zoned as Retail like Colonial Plaza, with sales tax as the major revenue generated. The N. Main St./Chestnut St. area may have a mixed use development with sales tax as a minor revenue stream. Property tax appreciation would be an incentive for this area.

**Motion by Alderman Schmidt, seconded by Alderman Black, that an Ordinance to authorize a Tax Increment Financing Feasibility Study be approved and authorize the Mayor and City Clerk to execute the necessary documents.**

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

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

**Nays: Aldermen Lower and Buragas.**

**Motion carried.**

The following was presented:

#### **6. Motion to Enter into Closed Session**

Mayor Renner requested a motion to enter into Closed Session

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

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

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

**Nays: None.**

**Motion carried.**

#### **7. Motion to Return to Special Session and Adjourn**

**Motion made by Alderman Hauman, seconded by Alderman Mwilambwe, to return to special session and adjourn the meeting at 6:45 p.m.**

**Motion carried (viva voce).**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$11,962,854.68.

**RECOMMENDATION/MOTION:** That the bills, payroll, procurement card purchases, and electronic transfers be allowed in the amount of \$11,962,854.68, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$11,962,854.68 (Payroll total \$2,612,902.08, Accounts Payable total \$4,578,900.33, Procurement Card total \$153,659.03, and Electronic Transfers total \$4,617,393.24).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales, City Manager

**Attachment:**

- Bills, Payroll, Procurement Card, and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll Report, Procurement Cards, and Electronic Transfers

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Motion: That the bills, payroll, procurement card purchases, and electronic transfers be allowed in the amount of \$11,962,854.68, and orders drawn on the Treasurer for the various amounts as funds are available.



**CITY OF BLOOMINGTON FINANCE REPORT**

Council of June 27, 2016

**PAYROLL**

| Date                       | Gross Pay       | Employer Contribution | Totals                 |
|----------------------------|-----------------|-----------------------|------------------------|
| 6/9/2016                   | \$ 1,364,684.01 | \$ 355,351.29         | \$ 1,720,035.30        |
| 6/10/2016                  | \$ 248,503.51   | \$ 80,637.87          | \$ 329,141.38          |
| 6/17/2016                  | \$ 255,100.93   | \$ 80,796.49          | \$ 335,897.42          |
| 6/13/2016-6/14/2016        | \$ 225,686.82   | \$ 2,141.16           | \$ 227,827.98          |
| Off Cycle Adjustments      |                 |                       | \$ -                   |
| <b>PAYROLL GRAND TOTAL</b> |                 |                       | <b>\$ 2,612,902.08</b> |

**ACCOUNTS PAYABLE**

| Date                  | Bank                 | Total                  |
|-----------------------|----------------------|------------------------|
| 6/27/2016             | AP General           | \$ 4,462,743.32        |
|                       | AP BCPA              | \$ -                   |
| 6/27/2016             | AP Comm Devel        | \$ 43,735.18           |
|                       | AP IHDA              | \$ -                   |
| 6/27/2016             | AP Library           | \$ 72,421.83           |
|                       | AP MFT               |                        |
|                       | Off Cycle Check Runs |                        |
| <b>AP GRAND TOTAL</b> |                      | <b>\$ 4,578,900.33</b> |

**PCARD**

|                          |               |
|--------------------------|---------------|
| 5/3/2016-6/1/2016        | \$ 153,659.03 |
| <b>PCARD GRAND TOTAL</b> |               |

**WIRES**

| Date                    | Total                  |
|-------------------------|------------------------|
| 4/28/2016-6/8/2016      | \$ 4,617,393.24        |
| <b>WIRE GRAND TOTAL</b> |                        |
|                         | <b>\$ 4,617,393.24</b> |

|              |                         |
|--------------|-------------------------|
| <b>TOTAL</b> | <b>\$ 11,962,854.68</b> |
|--------------|-------------------------|

Respectfully,

Patti-Lynn Silva  
Director of Finance

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

**FOR COUNCIL:** June 27, 2016

**SUBJECT:** Consideration of Approving Appointment to Citizens' Beautification Committee

**RECOMMENDATION/MOTION:** That Amanda Weissgerber be appointed to the Citizens Beautification Committee

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods.

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

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

Amanda Weissgerber of 1516 E Grove, Bloomington Illinois 61701 to the Citizens Beautification Committee. She will be appointed to a three (3) year term to expire 4/30/19. Application is on file in the Administration Office.

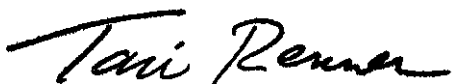
**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Mayor contacts all recommended appointments.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner  
Mayor

**Attachments:**

- Roster

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Motion: That Amanda Weissgerber be appointed to the Citizens Beautification Committee

Motion: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## Citizens Beautification Committee

| Mayor Appointed | Staff/Chair | First Name | Last Name  | Expiration | Re/Appointment Date | Year First Appt | Ward |  |  |             | Zip   |  |          |  |  |  |
|-----------------|-------------|------------|------------|------------|---------------------|-----------------|------|--|--|-------------|-------|--|----------|--|--|--|
| x               |             | Laurel     | Schumacher | 04/30/18   | 05/11/15            | 2015            | 9    |  |  |             | 61704 |  |          |  |  |  |
| x               | Chair       | Robin      | VanDermay  | 04/30/17   | 05/12/14            | 2014            | 3    |  |  |             | 61704 |  |          |  |  |  |
| x               |             | Patricia   | Marton     | 04/30/17   | 05/12/14            | 2014            | 4    |  |  |             | 61701 |  |          |  |  |  |
| x               | Vice Chair  | Martha     | Burk       | 04/30/16   | 03/24/14            | 2010            |      |  |  |             | 61701 |  |          |  |  |  |
| x               |             | Sue        | Floyd      | 04/30/16   | 03/24/14            | 2010            | 6    |  |  |             | 61701 |  |          |  |  |  |
| x               |             | Patricia   | Morin      | 04/30/18   | 04/13/15            | 2011            | 4    |  |  |             | 61701 |  |          |  |  |  |
| x               |             | Marlene    | Gregor     | 04/30/18   | 04/13/15            | 2011            | 6    |  |  |             | 61701 |  |          |  |  |  |
| x               |             | Josh       | Barnett    | 04/30/15   | 08/22/11            | 2011            |      |  |  |             | 61704 |  |          |  |  |  |
| x               |             | Valerie    | Dumser     | 04/30/19   | 06/13/16            | 2012            | 7    |  |  |             | 61701 |  |          |  |  |  |
| x               |             | Amy        | Davis      | 04/30/16   | 10/22/12            | 2012            | 1    |  |  |             | 61701 |  |          |  |  |  |
| x               |             | Erica      | Larkin     | 04/30/17   | 05/28/13            | 2013            | 1    |  |  |             | 61701 |  |          |  |  |  |
| x               |             | Mark       | Larsen     | 04/30/18   | 05/11/15            | 2015            | 5    |  |  |             | 61704 |  |          |  |  |  |
|                 | Ex-Officio  | Jan        | Lauderman  |            |                     |                 |      |  |  |             | 61704 |  |          |  |  |  |
|                 | Ex-Officio  | Stan       | Cain       |            |                     |                 |      |  |  |             |       |  |          |  |  |  |
|                 | Staff       | Robert     | Moews      |            |                     |                 |      |  |  | Parks & Rec |       |  | 434-2280 |  |  |  |
|                 | Staff       | David      | Lamb       |            |                     |                 |      |  |  | Parks & Rec |       |  | 434-2280 |  |  |  |

**Details:**

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

Term Limit per City Code: 3 terms/9 years

Members: 12 members, 1 ex-officio member

Number of members the Mayor appoints: 12

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 4th Thursday of each month at 7:00pm - BPD Osborn Room

Number of Vacancies: 2

Number of Expired Board Members (Blm Appointments only): 5 including 2 vacancies

Number of Expired Board Members Eligible for Reappointment: 3

**Appointment/Reappointment Notes:**



## CONSENT AGENDA ITEM NO. 7D

**FOR COUNCIL:** June 27, 2016

**SUBJECT:** Consideration of approving the purchase of Starcom Equipment for the Public Works Department in the amount of \$436,642.27.

**RECOMMENDATION/MOTION:** That Motorola Solutions, a State sanctioned Limited Source Provider, for the Public Works Department Starcom Equipment be approved using the Illinois Department of Central Management Services Contract Number CMS3618850, in the amount of \$436,642.27 which includes the equipment, startup expense, and warranty, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

**STRATEGIC PLAN LINK:**

**Goal 1.** Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

**Objective 1a.** Budget with adequate resources to support defined services and level of service

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

**BACKGROUND:**

STARCOM21 is a compliant 700/800 MHz IP based radio system with over 270 radio tower sites across the state with more than 43,000 subscribers. From public safety agencies to municipalities, Starcom offers highly reliable high-speed mobile connectivity in every corner of the state. The ability to communicate and share knowledge in both day-to-day operations and emergency situations is crucial in regard to both service delivery and public safety.

In recent years, the Public Works Department has been using mobile phones to communicate with staff. Besides the use of mobile phones, the Department has also been utilizing the 3-channel Police UHF system. This was the system the Police Dept. used before they transitioned to Starcom. Nevertheless, both mobile phones and the UHF system are unable to provide reliable communication 100% of the time.

A very high percentage of the Public Works Department staff works in the field in various parts of the City on any given day, and many staff members constantly experience reception issues with their mobile phones on job sites. The inability to constantly communicate can lead to miscommunication and potential safety issues. These proposed radios provide the ability to efficiently monitor and assign City staff to emerging needs, thus improving the response time for the citizens of Bloomington.

The Police, Fire, and Water Departments have already been using the Starcom21 Communication system. In doing so, the communication in these departments has improved significantly. In addition, this equipment provides the needed equipment for the Public Works Department to communicate more effectively with other City Departments during regular operations and also during emergencies. With the critical operational departments migrating to this system the City ability to respond promptly and efficiently will be improved. Staff coordinated with Darren

Wolf, Communication Center Manager, and other City departments which already use this technology to ensure compatibility with the City’s Starcom network.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Funds in the amount of \$437,814 have been appropriated in the FY 2017 Budget under the Capital Lease-Capital Outlay Equipment Other than Office account (40110135-72140). Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on pages 92 & 94.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works  
Darren Wolf, ENP, Communications Center Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Starcom Quote – Public Works

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**Motion:** That Motorola Solutions, a State sanctioned Limited Source Provider, for the Public Works Department Starcom Equipment be approved using the Illinois Department of Central Management Services Contract Number CMS3618850, in the amount of \$436,642.27 which includes the equipment, startup expense, and warranty, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



**Quote Number:** QU0000359629

**Effective:** 20 APR 2016

**Effective To:** 19 JUN 2016

**Bill-To:**  
 BLOOMINGTON, CITY OF  
 PO BOX 3157  
 BLOOMINGTON, IL 61702  
 United States

**Ultimate Destination:**  
 BLOOMINGTON, CITY OF  
 109 E OLIVE ST  
 BLOOMINGTON, IL 61702  
 United States

**Attention:**  
**Name:** Jim Karch  
**Email:** jkarch@cityblm.org

**Sales Contact:**  
**Name:** Jacob Fever  
**Email:** jfever@clear-talk.com  
**Phone:** 2178773242

**Contract Number:** 24302 - Starcom21, IL CMS264357A  
**Freight terms:** No Charge  
**Payment terms:** Net 30 Due

| Item | Quantity | Nomenclature  | Description  | Your price | Extended Price |
|------|----------|---------------|--|------------|----------------|
| 1    | 78       | M22URS9PW1AN  | APX4500 7/800                                      | \$821.96   | \$64,112.88    |
| 1a   | 78       | G892AB        | ENH: HAND MIC,GCAI WATER RESISTANT                 | \$54.00    | \$4,212.00     |
| 1b   | 78       | G66AW         | ADD: DASH MOUNT O2 WWM                             | \$93.75    | \$7,312.50     |
| 1c   | 78       | QA01648AA     | ADD: ADVANCED SYSTEM KEY - HARDWARE KEY            | \$3.75     | \$292.50       |
| 1d   | 78       | G335AY        | ADD: ANT 1/4 WAVE 762-870MHZ                       | \$10.50    | \$819.00       |
| 1e   | 78       | GA00249AC     | ADD: 3 YEAR SERVICE FROM THE START COMPREHENSIVE   | \$265.00   | \$20,670.00    |
| 1f   | 78       | QA02756AD     | ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM      | \$1,177.50 | \$91,845.00    |
| 1g   | 78       | GA00804AA     | ADD: APX O2 CONTROL HEAD (Grey)                    | \$369.00   | \$28,782.00    |
| 1h   | 78       | G444AH        | ADD: APX CONTROL HEAD SOFTWARE                     | -          | -              |
| 1i   | 78       | G831AD        | ADD: SPKR 15W WATER RESISTANT                      | \$45.00    | \$3,510.00     |
| 1j   | 78       | GA00235AA     | ADD: NO GPS ANTENNA NEEDED                         | -          | -              |
| 2    | 52976    | SVC03SVC0124D | SUBSCRIBER INSTALL - CUST LOCATION                 | \$1.00     | \$52,976.00    |
| 3    | 3667     | SVC03SVC0115D | SUBSCRIBER PROGRAMMING                             | \$1.00     | \$3,667.00     |
| 4    | 14       | H51UCF9PW6AN  | APX 4000 7/800 MHZ MODEL 2 PORTABLE                | \$1,123.50 | \$15,729.00    |
| 4a   | 14       | QA02756AB     | ENH: 3600 OR 9600 TRUNKING BAUD SIN                | \$1,177.50 | \$16,485.00    |
| 4b   | 14       | HA00022AB     | ADD: 3 YEAR SERVICE FROM THE START COMPREHENSIVE   | \$228.00   | \$3,192.00     |
| 4c   | 14       | QA04526AE     | ADD: RFID KNOB                                     | \$18.75    | \$262.50       |
| 4d   | 14       | QA04865AA     | ADD: TWO KNOB CONFIGURATION                        | -          | -              |
| 4e   | 14       | QA01648AA     | ADD: ADVANCED SYSTEM KEY - HARDWARE KEY            | \$3.75     | \$52.50        |
| 4f   | 14       | QA01833AD     | EXTREME NOISE REDUCTION                            | \$18.75    | \$262.50       |
| 5    | 14       | WPLN4232A     | CHARGER, SINGLE-UNIT, IMPRES, 1.25A, 115VAC, US/NA | \$47.82    | \$669.48       |
| 6    | 14       | NNTN8525A     | CHARGER TRAVEL                                     | \$65.55    | \$917.70       |
| 7    | 658      | SVC03SVC0115D | SUBSCRIBER PROGRAMMING                             | \$1.00     | \$658.00       |
| 8    | 11       | M22URS9PW1AN  | APX4500 7/800                                      | \$821.96   | \$9,041.56     |
| 8a   | 11       | GA00249AC     | ADD: 3 YEAR SERVICE FROM THE START COMPREHENSIVE   | \$265.00   | \$2,915.00     |
| 8b   | 11       | QA02756AD     | ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM      | \$1,177.50 | \$12,952.50    |
| 8c   | 11       | G91AE         | ADD: CONTROL STATION POWER SUPPLY                  | \$201.75   | \$2,219.25     |
| 8d   | 11       | W665BJ        | ADD: CONTROL STATION OPERATION                     | \$52.50    | \$577.50       |

| Item | Quantity | Nomenclature  | Description                                | Your price | Extended Price |
|------|----------|---------------|--|------------|----------------|
| 8e   | 11       | W382AM        | ADD: CONTROL STATION DESK GCAI<br>MIC      | \$126.75   | \$1,394.25     |
| 8f   | 11       | G66AW         | ADD: DASH MOUNT O2 WWM                     | \$93.75    | \$1,031.25     |
| 8g   | 11       | QA01648AA     | ADD: ADVANCED SYSTEM KEY -<br>HARDWARE KEY | \$3.75     | \$41.25        |
| 8h   | 11       | G89AC         | ADD: NO RF ANTENNA NEEDED                  | -          | -              |
| 8i   | 11       | GA00804AA     | ADD: APX O2 CONTROL HEAD (Grey)            | \$369.00   | \$4,059.00     |
| 8j   | 11       | G444AH        | ADD: APX CONTROL HEAD<br>SOFTWARE          | -          | -              |
| 8k   | 11       | G142AD        | ADD: NO SPEAKER NEEDED                     | -          | -              |
| 8l   | 11       | GA00235AA     | ADD: NO GPS ANTENNA NEEDED                 | -          | -              |
| 9    | 11       | 0180355A80    | SPECTRUM MAGNETIC MNT,<br>MINIUHF          | \$18.68    | \$205.48       |
| 10   | 11       | 0180351A90    | ACCY PKG 800MHZ                            | \$3.97     | \$43.67        |
| 11   | 4877     | SVC03SVC0104D | INFRASTRUCTURE INSTALL                     | \$1.00     | \$4,877.00     |
| 12   | 517      | SVC03SVC0115D | SUBSCRIBER PROGRAMMING                     | \$1.00     | \$517.00       |
| 13   | 126072   | SVC04SVC0004A | PREPAID NETWORK AIRTIME                    | \$1.00     | \$70,040.00    |
| 14   | 1        | T7914A        | RADIO MANAGEMENT ONLINE                    | -          | -              |
| 14a  | 103      | UA00049AA     | ADD: RADIO MANAGEMENT<br>LICENSES ONLINE   | \$100.00   | \$10,300.00    |

**Total Quote in USD**

**\$436,642.27**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)





## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of a Resolution approving cost modifications associated with FY 2016 Resurfacing Contract with Rowe Construction.

**RECOMMENDATION/MOTION:** That the City Council approve a Resolution authorizing a change order with Rowe Construction regarding the 2015 Street and Alley Contract (Bid #2015-62) in the amount of \$25,796.97, and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities. Goal 4 Strong Neighborhoods. Goal 5 - Great Place – Livable, Sustainable City.

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

### **BACKGROUND:**

On May 26, 2015, the City Council approved two street resurfacing contracts:

- 1) One of the contracts was for resurfacing major streets, in the amount of \$765,000.
- 2) The other contract was for neighborhood streets and alleys, in the amount of \$1,350,000. The Public Works portion of the contract totaled \$1,160,000. The remainder involved work for the Water Department at Lake Bloomington and for CDBG on Catherine Street.

Both contracts were awarded to Rowe Construction.

Resurfacing contracts are based on unit costs for about a dozen elements of street construction projects. The estimates are derived from engineering analysis of each street on the resurfacing lists. These units include tons of asphalt, number of storm inlets to be adjusted and replaced, amount of curb and gutter repair, number of ADA-compliant curb ramps, etc.

Unforeseen circumstances arise every year during the actual construction, and the engineering estimate for the number of units needed for the list of streets never is 100 percent accurate.

Public Works is diligent in adjusting plans as the construction year progresses so that the maximum contractual amount awarded by the City Council is not exceeded. Commonly, street work is postponed until the next fiscal year to avoid a cost overrun, or streets are added if the City is coming in under budget during the construction year.

In 2015, Public Works encountered a number of unforeseen issues and adjusted plans, as is typical. However, actual work on the 2015 contract for neighborhood streets and alleys exceeded the budget by \$25,796.97.

Totals for the two contracts:

- 1) The first resurfacing contract, for arterial streets for \$765,000, came in \$17,716.17 under budget.
- 2) The streets and alleys contract, for \$1,350,000, came in \$16,393.55 under budget. However, the Public Works portion of the contract exceeded its budget by \$25,796.97. By City ordinance and accounting regulations, the City cannot shift money from Water or CDBG to make up the shortfall in Public Works. A change order is required to follow proper budgeting, accounting, and governing practices.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable

**FINANCIAL IMPACT:** Sufficient fund balance is available in Capital Improvement-Street Construction & Improvements (40100100-72530) to pay for the additional \$25,796.97 in resurfacing.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution
- 2015 agreement with Rowe Construction

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Motion: That the City Council approve a Resolution authorizing a change order with Rowe Construction regarding the 2015 Street and Alley Contract (Bid #2015-62) in the amount of \$25,796.97, and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.

Motion: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION NO. 2016 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$25,796.97 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ROWE CONSTRUCTION FOR FY 2016 RESURFACING**

WHEREAS, the City of Bloomington has previously authorized a contract with Rowe Construction for the FY 2016 Resurfacing Contract; and

WHEREAS, resurfacing contracts are based on unit costs for about a dozen elements of street construction projects; and

WHEREAS, the estimates are derived from engineering analysis of each street on the resurfacing lists, including tons of asphalt, number of storm inlets to be adjusted and replaced, amount of curb and gutter repair, number of ADA-compliant curb ramps, etc.; and

WHEREAS, in 2015, the Public Works Department encountered a number of unforeseen issues and had to adjust plans, with the actual work for neighborhood streets and alleys exceeding the budget by \$25,796.97; and

WHEREAS, for the reasons set forth in the Council Memo dated June 27, 2016, the change order is germane to the initial contract and is a result of unforeseen circumstances; and

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$25,796.97 in the contract between the City of Bloomington Rowe Construction is approved and may be executed by the City Manager or his designee.

**PASSED AND APPROVED this \_\_\_\_\_, of June 2016.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffery R. Jurgens, Corporation Counsel



**CONSENT AGENDA ITEM: 7E**

FOR COUNCIL: May 26, 2015

**SUBJECT:** Consideration of review and analysis of Bids and Approval of a Contract with Rowe Construction in the amount of \$1,350,000 for Bloomington Street & Alley Repairs for FY 2016 (Bid #2015-62).

**RECOMMENDATION/MOTION:** That the unit prices and contract from Rowe Construction through Bid #2015-62 for Bloomington Street & Alley Repairs FY 2016 in the amount of \$1,350,000 be approved and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities; Goal 4 - Strong Neighborhoods; Goal 5 - Great Place – Livable, Sustainable City.

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

**BACKGROUND:** The Public Works Department prepared the Street & Alley Repair FY 2016 proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 p.m. Monday, May 11, 2015 in the office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers.

|  | Engineer's Estimate | Rowe Construction | HJ Eppel & Company |
|--|---------------------|-------------------|--------------------|
| Base Scope   | \$1,584,693.00      | \$1,281,983.38    | \$1,534,937.25     |
| Alternate CDBG Catherine Street Scope              | \$39,235.00         | \$37,820.29       | \$36,588.50        |
| Base Scope + Alternate CDBG Catherine Street Scope | \$1,623,928.00      | \$1,319,803.67    | \$1,571,525.75     |

As shown above, the contract package included a base bid, as well as an alternate bid that utilizes Community Development Block Grant (CDBG) Funds for curb & gutter, and roadway resurfacing on Catherine Street.

The Street & Alley Repair FY 2016 proposal package was prepared by Public Works Staff to include a scope of work greater than the Local Motor Fuel Tax (LMFT) allocation amount for this contract. Staff was optimistic that by creating two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year competition would increase from the contracting community for these projects and in turn reduce the unit prices from those seen in

years past. Multiple contractors requested proposal packages for both of the street resurfacing projects and as shown above, the low bidder (Rowe Construction) submitted a bid that was lower than the engineer's estimate.

Based on the Local Motor Fuel Tax funding allocation shown below, as well as the budgeted CDBG and Water Department funds, Staff recommends awarding the contract for \$1,350,000. The FY 2016 Local Motor Fuel Tax (LMFT) funding has been allocated as follows –

| <u>Local Motor Fuel Tax (LMFT) Funding Distribution</u> |             |
|---|-------------|
| General Resurfacing FY 2016                             | \$1,160,000 |
| Street & Alley Repair FY 2016                           | \$765,000   |
| Pavement Preservation FY 2016                           | \$75,000    |
| Sidewalk Replacement & Handicap Ramp Program FY 2016    | \$400,000   |
| Total City LMFT Funds                                   | \$2,400,000 |

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

| ITEM DESCRIPTION                                     | UNITS | FY 2015<br>(Bond) Unit<br>Price | FY 2016<br>Unit<br>Price | Change (\$)<br>FY 2015 -<br>FY 2016 | Change (%)<br>FY 2015 -<br>FY 2016 |
|--|-------|---------------------------------|--------------------------|-------------------------------------|------------------------------------|
| Manholes to be Adjusted                              | EA    | \$900.00                        | \$1,178.41               | \$278.41                            | 30.93%                             |
| Manholes to be Adjusted,<br>Special, Type 1          |       | \$1,200.00                      | \$1,146.49               | (\$53.51)                           | -4.46%                             |
| Inlets to be Reconstructed -<br>Type 3 Frame & Grate | EA    | \$1,918.86                      | \$1,852.26               | (\$66.60)                           | -3.47%                             |
| Pavement Patching                                    | SY    | \$95.86                         | \$74.42                  | (\$21.44)                           | -22.37%                            |
| Class D Patches, Special                             | SY    | \$88.31                         | \$73.51                  | (\$14.80)                           | -16.76%                            |
| Comb Concrete Curb &<br>Gutter - Spot Repair         | LF    | \$86.27                         | \$73.95                  | (\$12.32)                           | -14.28%                            |
| Porous Granular<br>Embankment, Special 1             | CY    | \$60.75                         | \$62.28                  | \$1.53                              | 2.52%                              |
| Hot-Mix Asphalt Surface<br>Course                    | TON   | \$99.59                         | \$88.95                  | (\$10.64)                           | -10.68%                            |
| Leveling Binder, Machine<br>Method, Mix C N50        | TON   | \$110.25                        | \$101.76                 | (\$8.49)                            | -7.70%                             |
| Surface Removal, 1 1/2"                              | SY    | \$4.75                          | \$3.40                   | (\$1.35)                            | -28.42%                            |
| Surface Removal, 2 1/4" /<br>2 1/2"                  | SY    | \$5.90                          | \$5.55                   | (\$0.35)                            | -5.93%                             |

Since the bid documents allow for the addition and removal of work items, contracts for the entire amount of the LMFT allocated budget amount will be awarded. The contract completion date for this project is November 13, 2015. The Catherine Street scope of work will not begin

until after the sewer improvements (under separate contract) have been completed. Provisions are included in the contract to extend the completion date of this contract to 2016 in order to allow completion of sewer improvements (under a separate contract) prior to this contract's Catherine Street scope of work.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This work was advertised in The Pantagraph on April 27 and May 4, 2015 and a pre-bid meeting was held at 11:30 a.m. on May 4, 2015 in the Public Works Department Conference Room.

**FINANCIAL IMPACT:** The FY 2016 Adopted Budget includes \$2,000,000 in Local Motor Fuel Tax for pavement preservation, general resurfacing and street & alley repair. The \$1,350,000 for FY 2016 General Resurfacing is budgeted as follows: \$1,160,000 in the Capital Improvement Fund-Street Construction & Improvements Account (40100100-72530), \$150,000 in the Lake Maintenance-Street Construction & Improvement Account (50100140-72530). \$150,000 will be transferred from Water Purification-Water Plant Maintenance & Construction (50100130-72590) in the FY 2016 Budget to the Lake Maintenance-Street Construction & Improvement Account (50100140-72530) to cover the Water Fund portion. The Community Development Block Grant portion will be paid out of Community Development Capital Improvement-Street Construction & Improvement Account (22402440-72530-52000). \$40,000 will be transferred from Community Development Rehabilitation Grants (22402430-79130-51000) in the FY 2016 Budget to Community Development Capital Improvement-Street Construction & Improvement Account (22402440-72530-52000) to cover Community Development share. Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 74, 199 and 231.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Assistant City Engineer  
Reviewed by: Jim Karch, PE CFM, Public Works Director  
Reviewed by: Steve Rasmussen, Assistant City Manager  
Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Legal review by: Jeffrey R. Jurgens, Corporation Counsel  
Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1 & 2 – Street & Alley Repair FY 2016 Maps  
Attachment 3 – Agreement

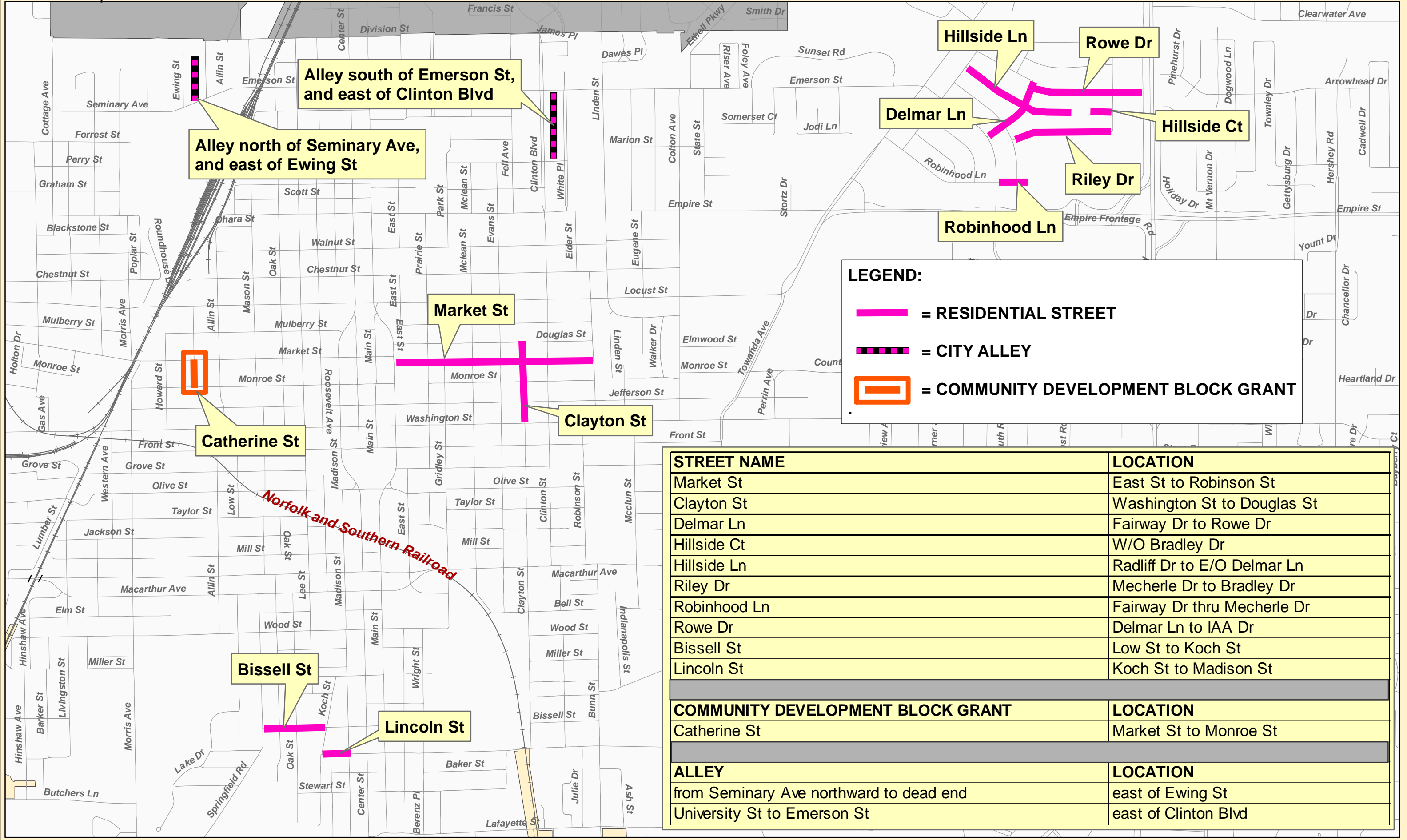
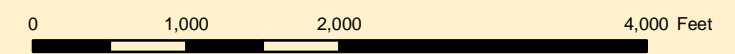
Motion: That the Council approves the unit prices and contract from Rowe Construction in the amount of \$1,350,000, for the Bloomington Street & Alley Repair for FY 2016 in the amount of \$1,350,000 and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



# STREET & ALLEY REPAIR FY 2016 LOCATIONS

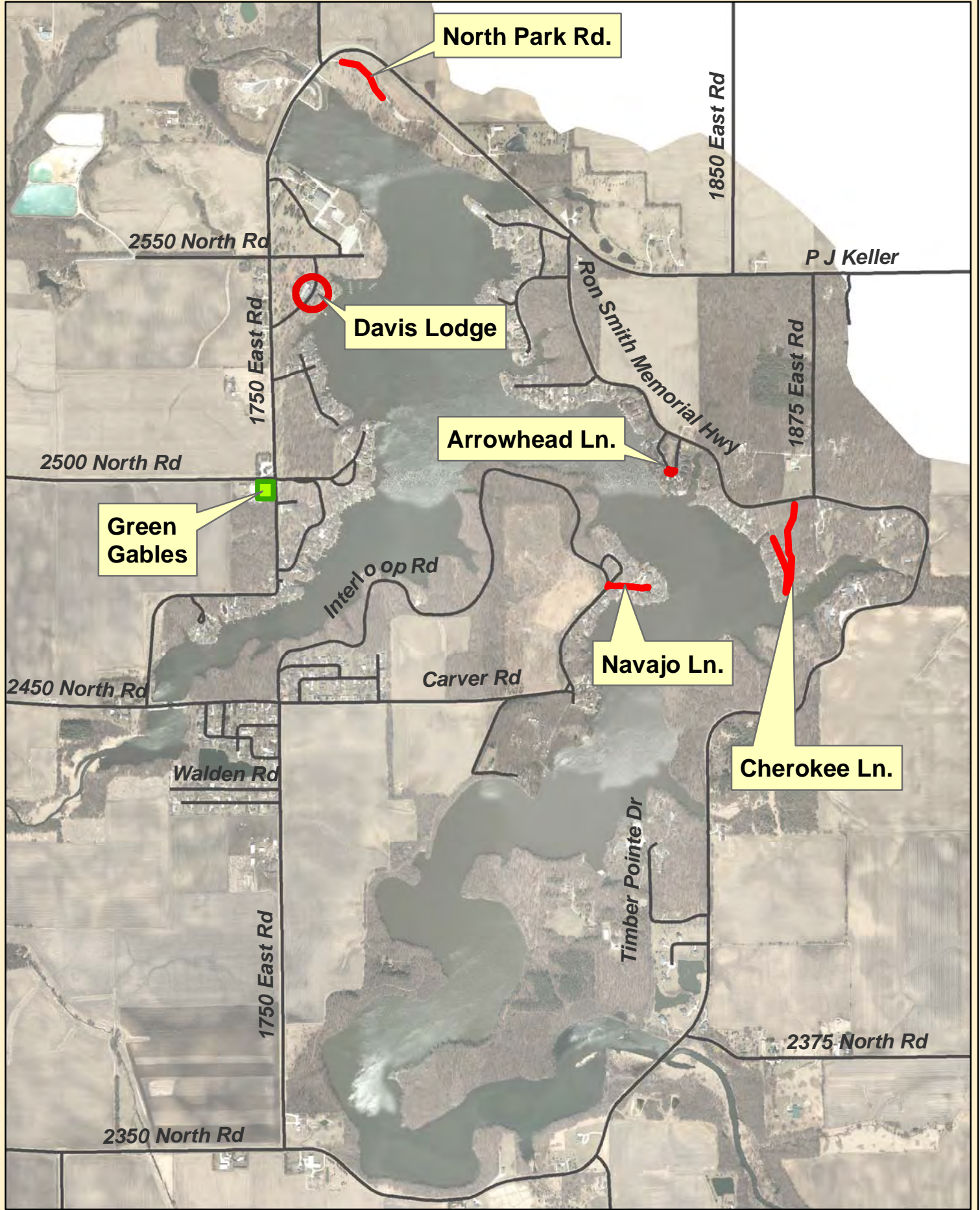


**LEGEND:**

- = RESIDENTIAL STREET
- = CITY ALLEY
- = COMMUNITY DEVELOPMENT BLOCK GRANT

| STREET NAME                              | LOCATION                    |
|--|-----------------------------|
| Market St                                | East St to Robinson St      |
| Clayton St                               | Washington St to Douglas St |
| Delmar Ln                                | Fairway Dr to Rowe Dr       |
| Hillside Ct                              | W/O Bradley Dr              |
| Hillside Ln                              | Radliff Dr to E/O Delmar Ln |
| Riley Dr                                 | Mecherle Dr to Bradley Dr   |
| Robinhood Ln                             | Fairway Dr thru Mecherle Dr |
| Rowe Dr                                  | Delmar Ln to IAA Dr         |
| Bissell St                               | Low St to Koch St           |
| Lincoln St                               | Koch St to Madison St       |
| <b>COMMUNITY DEVELOPMENT BLOCK GRANT</b> |                             |
| Catherine St                             | Market St to Monroe St      |
| <b>ALLEY</b>                             |                             |
| from Seminary Ave northward to dead end  | east of Ewing St            |
| University St to Emerson St              | east of Clinton Blvd        |

# Lake Bloomington Work Sites Overview



## AGREEMENT

THIS AGREEMENT, Made and entered into this **26<sup>th</sup> day of May, 2015**, by and between, **Rowe Construction**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **April 27, 2014 and May 4, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **STREET & ALLEY REPAIR 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **May 11, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **STREET & ALLEY REPAIR 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **STREET & ALLEY REPAIR 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$1,350,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by November 13, 2015.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2015.

**CITYOF BLOOMINGTON**

**CONTRACTOR** (Seal)

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Rowe Construction

**ATTEST**

\_\_\_\_\_  
Cherry L. Lawson, City Clerk



# CITY OF BLOOMINGTON

# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20160050-00**

Delivery must be made within doors of specified destination.

**B I L L T O**  
CITY OF BLOOMINGTON  
ACCOUNTS PAYABLE  
PO BOX 3157  
BLOOMINGTON, IL 61702-3157  
(309) 434-2334

**V E N D O R**  
ROWE CONSTRUCTION CO  
1523 N COTTAGE  
BLOOMINGTON IL 61701-1503  
UNITED STATES

**S H I P T O**  
PUBLIC WORKS DEPARTMENT  
PW ADMINISTRATION 3RD FLOOR  
115 EAST WASHINGTON STREET  
BLOOMINGTON IL 61702-3157  
309-434-2220

| Vendor Phone Number<br>309-827-0091 |   | Vendor Fax Number |                      | Requisition Number<br>48 |  | Delivery Reference |                |
|-------------------------------------|---|-------------------|----------------------|--------------------------|--|--------------------|----------------|
| Date Ordered<br>06/08/2015          | Vendor Number<br>113  | Date Required     | Freight Method/Terms |                          | Department/Location<br>PUBLIC WORKS ADMINISTRATION |                    |                |
| Item#                               | Description/Part No.  |                   |                      | Qty                      | UOM  | Unit Price         | Extended Price |
| 1                                   | PROFESSIONAL & ADMINISTRATIVE<br>City Funding Agreement<br>Street and Alley Repairs FY 2016 in the amount of \$1,350,000 awarded to Rowe Construction on Council of May 26, 2015 - Bid#2015-62.<br><br>***** GL SUMMARY *****<br><br><b>22402440 - 72530 - 52000</b> <b>40,000.00</b><br><b>40100100 - 72530</b> <b>1,160,000.00</b><br><b>50100140 - 72530</b> <b>150,000.00</b> |                   |                      | 1.0                      | EA   | \$1,350,000.000    | \$1,350,000.00 |

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903-06.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement Manager

**PO Total** **\$1,350,000.00**



**CONSENT AGENDA ITEM NO. 7F**

**FOR COUNCIL:** June 27, 2016

**SUBJECT:** Consideration of a Resolution waiving the bid requirements and approval of an agreement with Diamond Vogel for White and Yellow Traffic Line Paint and Beads in the amount of \$90,375.

**RECOMMENDATION/MOTION:** That a resolution waiving the bidding requirements be approved to authorize an agreement with Diamond Vogel in the amount of \$90,375 for paint for FY 2017, and authorize the Mayor and City Clerk to execute the necessary documents, and the Purchasing Agent be authorized to issue a Purchase Order for same.

**STRATEGIC PLAN LINK:**

**Goal 2.** Financially Sound City Providing Quality Basic Services.

**STRATEGIC PLAN SIGNIFICANCE:**

**Objective 1d.** City Services delivered in the most cost effective, efficient manner.

**BACKGROUND:** Last year, the City sought bids for paint the Public Works Department uses on streets via 55 gallon drums in its self-propelled traffic line painting machine. On April 13, 2015, the bids for paint were rejected for various compliance reasons. Although the bids were waived, the Town of Normal had recently bid its paint and the City was able to obtain the same price from Diamond Vogel Paint. Accordingly, last year the City approved a purchase order with Diamond Vogel for the purchase paint.

Originally, the bid contemplated by the City was for an initial one-year term, with the possibility of extending the agreement in additional one-year increments for up to three more additional years. Diamond Vogel Paint has met staff expectations with the existing contract. They are a local vendor located 5 blocks from the Public Works Garage. Their location has helped with good customer service through prompt and accurate deliveries. Their customer service also includes loading and delivering of beads with same day service and modifications to delivery times based on Public Works summer hours.

As a result of the satisfactory relationship and the previously bid price, City staff desires to extend the relationship for at least one more year at a cost of \$90,375 for paint needed in FY 2017.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The FY 2017 Adopted Budget includes \$100,000 under Street Maintenance-Traffic Line Paint account (10016120-71096). Stakeholders can locate this in the FY2017 Budget Book titled "Budget Overview & General Fund" on page 364.

Respectfully submitted for Council consideration.

Prepared by:

Maria Basalay, Public Works Office Manager

Reviewed by: Colleen Winterland, Superintendent of Streets & Sewers

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution
- Agreement

**Motion:** That a resolution waiving the bidding requirements be approved to authorize an agreement with Diamond Vogel in the amount of \$90,375 for paint for FY 2017, and authorize the Mayor and City Clerk to execute the necessary documents, and the Purchasing Agent be authorized to issue a Purchase Order for same.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**RESOLUTION NO. 2016-\_\_\_**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF PAINT FOR FY 2017 FROM  
DIAMOND VOGEL PAINT AT A PURCHASE PRICE OF \$90,375**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase paint from Diamond Vogel Paint for FY 2017 at an amount of \$90,375.

ADOPTED this 27<sup>th</sup> day of June, 2016.

APPROVED this     day of June, 2016.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel



**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:

\_\_\_\_\_ (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$\_\_\_\_\_ as set forth in the Procurement Documents.

\_\_\_ Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 6. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 7. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 8. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 9. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 10. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 11. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_

**DELIVERY:**

The City of Bloomington will require delivery to our location at 401 S East Street, Bloomington, IL, 61701. The City of Bloomington **WILL NOT** accept bulk delivery of paint or beads due to storage limitations at the City of Bloomington.

**1. PRICE INCLUDES F.O.B. DESTINATION PREPAID.**

2. At the City of Bloomington's request, The City will pick up 55 gallon drums at the vendor's location.
3. Vendor pick-up locations must be in Bloomington-Normal city limits.
4. Paint and glass shall be available at vendor location within 24 hours of the City of Bloomington requesting material, excluding weekends and City of Bloomington holidays.
5. Pickup and Delivery of materials shall be between 6:00 am and 3:00 pm Monday through Friday.
6. City will only be able to accept one (1) 2000 lb bag at a time, not a pallets, between 6:00 am & 3:00 pm per City Instructions. This shall be delivered to 401 S East Street, Bloomington, IL, 61701.
7. City will only be able to accept two (2) 55 gallon drums that are loaded onto the truck, no additional 55 gallon drums of paint will be stored at this location due to storage limitations. Vendor shall load 55-gallon drums on the City of Bloomington paint equipment at the City or Vendor location per the City's instructions.

**PERIOD OF THE CONTRACT:**

The contract will be awarded for a one (1) year term that will begin on May 1, 2015 and be valid through April 30, 2016. The contract will be subject to extension upon successful completion of the initial one (1) year term, upon mutual agreement between the City and the Successful Bidder after, up to three (3) additional twelve (12) month increments beginning each May 1<sup>st</sup> until April 30, 2019. Contract extensions may be granted by the City's Council or City Manager with recommendations of satisfactory performance by the departments using this service.



**CONSENT AGENDA ITEM NO. 7G**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of adopting a Resolution approving payment for Street Lighting Electrical Energy and Rental Charges through a Motor Fuel Tax (MFT) General Maintenance program.

**RECOMMENDATION/MOTION:** That the MFT Resolution and associated estimate of costs for a FY2017 MFT General Maintenance program (17-00000-00-GM) for Street Lighting System electrical energy and rental charges be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The City of Bloomington incurs costs Ameren and Corn Belt Energy for street lights. State Motor Fuel Tax is one method of paying. MFT paid \$500,000 for street lighting in FY 16 and the City budgeted to do so again in FY 17.

To complete this process, the City must pass an MFT resolution, as is required of all state MFT spending.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:** The FY 2017 Adopted Budget includes \$500,000 budgeted in the Motor Fuel Tax-Electricity Account (20300300-71320). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on page 10.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician I

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution
- Cost estimate sheet for IDOT

---

Motion: That the MFT Resolution and associated estimate of costs for a FY2017 MFT General Maintenance program (17-00000-00-GM) for Street Lighting System electrical energy and rental charges be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the City of Bloomington, Illinois, that there is hereby appropriated the sum of \$500,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2016 to April 30, 2017.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Paris, Illinois.

I, Cherry Lawson Clerk in and for the City of Bloomington, County of McLean

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Council at a meeting on June 27, 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of June 2016.

(SEAL) City Clerk

Approved
Regional Engineer
Department of Transportation
Date



Municipal Estimate of Maintenance Costs

Local Public Agency: City of Bloomington
County: McLean

Maintenance Period 5/01/2016 to 4/30/2017

Section Number: 17-00000-00-GM

Estimated Cost of Maintenance Operations

Main table with columns: Maintenance Operation (No. Description), Maint. Group, Insp. Req., Item, Unit, Quantity, Unit Price, Item Cost, Est Total Operation Cost. Includes a summary row for Total Estimated Maintenance Operation Cost at 500,000.00 and a detailed engineering cost breakdown table.

Submitted:
Municipal Official Title
Date

Approved:
Regional Engineer
Date



## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving a Resolution Establishing Prevailing Wages to be paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington

**RECOMMENDATION:** That the Resolution be adopted.

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

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

**BACKGROUND:** The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers.

The City does not ascertain its own prevailing wages and instead relies upon the calculations performed by the Illinois Department of Labor. The most recent prevailing wage rates for McLean County, as set by the Department, were published in July 2015. These wages are further incorporated into this resolution, which also requires contractors to ascertain prevailing wages by checking with the Illinois Department of Labor and paying the most current prevailing wage. The resolution must be filed with the Department by July 15, 2016.

The resolution also requires contractors to submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The Resolution contains language requiring contractors provide proof of participation in an apprenticeship program if the contract is in excess of \$100,000. The apprenticeship language was added by a past City Council and has been standard language.

The staff believes adoption of this resolution is in the best interests of the citizens of the City and recommends its passage and approval.



**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable. The resolution is required by state law.

**FINANCIAL IMPACT:** Unknown at this time.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution
- McLean County Prevailing Wage for July 2015

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Motion: That the Resolution be adopted.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS  
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,  
WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS  
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for July 2015, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 27<sup>th</sup> day of June, 2016

APPROVED this 27<sup>th</sup> day of June, 2016

APPROVED:

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Tari Renner  
Mayor

ATTEST:

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Cherry Lawson  
City Clerk

**EXHIBIT A**  
**JULY 2015 McCLEAN COUNTY PREVAILING WAGE RATES**

# McLean County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

| Trade Name                    | RG | TYP | C | Base   | FRMAN  | M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng |
|-------------------------------|----|-----|---|--------|--------|-------|-----|-----|-------|-------|-------|------|
| =====                         | == | === | = | =====  | =====  | ===== | === | === | ===== | ===== | ===== |      |
| ASBESTOS ABT-GEN<br>0.800     |    | BLD |   | 30.630 | 31.630 | 1.5   | 1.5 | 2.0 | 7.700 | 11.52 | 0.000 |      |
| ASBESTOS ABT-GEN<br>0.800     |    | HWY |   | 32.490 | 33.040 | 1.5   | 1.5 | 2.0 | 7.700 | 11.87 | 0.000 |      |
| ASBESTOS ABT-MEC<br>0.720     |    | BLD |   | 32.510 | 35.010 | 1.5   | 1.5 | 2.0 | 11.47 | 10.96 | 0.000 |      |
| BOILERMAKER<br>0.400          |    | BLD |   | 38.000 | 41.000 | 2.0   | 2.0 | 2.0 | 7.070 | 15.99 | 0.000 |      |
| BRICK MASON<br>0.590          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.600 | 12.11 | 0.000 |      |
| CARPENTER<br>0.520            |    | BLD |   | 30.850 | 33.100 | 1.5   | 1.5 | 2.0 | 8.000 | 15.71 | 0.000 |      |
| CARPENTER<br>0.520            |    | HWY |   | 32.700 | 34.950 | 1.5   | 1.5 | 2.0 | 8.000 | 15.81 | 0.000 |      |
| CEMENT MASON<br>0.600         |    | ALL |   | 31.070 | 32.070 | 1.5   | 1.5 | 2.0 | 6.300 | 12.46 | 0.000 |      |
| CERAMIC TILE FNSHER<br>0.580  |    | BLD |   | 29.890 | 0.000  | 1.5   | 1.5 | 2.0 | 8.600 | 10.05 | 0.000 |      |
| ELECTRIC PWR EQMT OP<br>0.380 |    | ALL |   | 38.300 | 45.290 | 1.5   | 1.5 | 2.0 | 6.150 | 10.73 | 0.000 |      |
| ELECTRIC PWR GRNDMAN<br>0.260 |    | ALL |   | 26.280 | 45.290 | 1.5   | 1.5 | 2.0 | 5.790 | 7.360 | 0.000 |      |
| ELECTRIC PWR LINEMAN<br>0.430 |    | ALL |   | 42.540 | 45.290 | 1.5   | 1.5 | 2.0 | 6.280 | 11.92 | 0.000 |      |
| ELECTRIC PWR TRK DRV<br>0.280 |    | ALL |   | 27.560 | 45.290 | 1.5   | 1.5 | 2.0 | 5.830 | 7.720 | 0.000 |      |
| ELECTRICIAN<br>0.880          |    | BLD |   | 35.390 | 38.930 | 1.5   | 1.5 | 2.0 | 6.350 | 10.30 | 0.000 |      |
| ELECTRICIAN<br>0.550          | E  | BLD |   | 37.090 | 39.090 | 1.5   | 1.5 | 2.0 | 6.100 | 8.580 | 0.000 |      |
| ELECTRONIC SYS TECH<br>0.400  |    | BLD |   | 30.190 | 32.190 | 1.5   | 1.5 | 2.0 | 6.100 | 8.360 | 0.000 |      |
| ELEVATOR CONSTRUCTOR<br>0.600 |    | BLD |   | 41.690 | 46.900 | 2.0   | 2.0 | 2.0 | 13.57 | 14.21 | 3.340 |      |
| FENCE ERECTOR<br>0.900        | E  | ALL |   | 32.210 | 34.110 | 1.5   | 1.5 | 2.0 | 8.840 | 10.02 | 0.000 |      |
| GLAZIER<br>1.250              |    | BLD |   | 31.870 | 33.870 | 1.5   | 1.5 | 1.5 | 10.25 | 7.700 | 0.000 |      |
| HT/FROST INSULATOR<br>0.720   |    | BLD |   | 43.350 | 45.850 | 1.5   | 1.5 | 2.0 | 11.47 | 12.36 | 0.000 |      |
| IRON WORKER<br>0.900          | E  | ALL |   | 32.210 | 34.110 | 1.5   | 1.5 | 2.0 | 9.240 | 10.92 | 0.000 |      |
| IRON WORKER<br>0.540          | W  | BLD |   | 32.190 | 34.090 | 0.0   | 0.0 | 0.0 | 9.490 | 13.91 | 0.000 |      |
| IRON WORKER<br>0.000          | W  | HWY |   | 35.980 | 37.980 | 0.0   | 0.0 | 0.0 | 9.490 | 13.91 | 0.000 |      |
| LABORER<br>0.800              |    | BLD |   | 29.630 | 30.630 | 1.5   | 1.5 | 2.0 | 7.700 | 11.52 | 0.000 |      |
| LABORER<br>0.800              |    | HWY |   | 31.490 | 32.040 | 1.5   | 1.5 | 2.0 | 7.700 | 11.87 | 0.000 |      |
| LABORER, SKILLED<br>0.800     |    | BLD |   | 29.630 | 30.630 | 1.5   | 1.5 | 2.0 | 7.700 | 11.52 | 0.000 |      |
| LABORER, SKILLED<br>0.800     |    | HWY |   | 31.490 | 32.040 | 1.5   | 1.5 | 2.0 | 7.700 | 11.87 | 0.000 |      |
| LATHER<br>0.520               |    | BLD |   | 30.850 | 33.100 | 1.5   | 1.5 | 2.0 | 8.000 | 15.71 | 0.000 |      |
| MACHINERY MOVER<br>0.000      | W  | HWY |   | 35.980 | 37.980 | 0.0   | 0.0 | 0.0 | 9.490 | 13.91 | 0.000 |      |
| MACHINIST<br>0.000            |    | BLD |   | 45.350 | 47.850 | 1.5   | 1.5 | 2.0 | 7.260 | 8.950 | 1.850 |      |
| MARBLE FINISHERS<br>0.580     |    | BLD |   | 29.890 | 0.000  | 1.5   | 1.5 | 2.0 | 8.600 | 10.05 | 0.000 |      |
| MARBLE MASON<br>0.580         |    | BLD |   | 31.650 | 32.900 | 1.5   | 1.5 | 2.0 | 8.600 | 10.05 | 0.000 |      |
| MILLWRIGHT<br>0.520           |    | BLD |   | 30.800 | 33.310 | 1.5   | 1.5 | 2.0 | 8.000 | 15.93 | 0.000 |      |
| MILLWRIGHT<br>0.520           |    | HWY |   | 33.060 | 35.310 | 1.5   | 1.5 | 2.0 | 8.000 | 15.95 | 0.000 |      |
| OPERATING ENGINEER            |    | BLD | 1 | 37.050 | 40.050 | 1.5   | 1.5 | 2.0 | 7.000 | 17.48 | 0.000 |      |

McLean County Prevailing Wage for July 2015

|  |                 |   |        |        |     |        |        |       |       |       |       |
|--|-----------------|---|--------|--------|-----|--------|--------|-------|-------|-------|-------|
| 3.000<br>OPERATING ENGINEER            | BLD             | 2 | 34.450 | 40.050 | 1.5 | 1.5    | 2.0    | 7.000 | 17.48 | 0.000 |       |
| 3.000<br>OPERATING ENGINEER            | BLD             | 3 | 30.160 | 40.050 | 1.5 | 1.5    | 2.0    | 7.000 | 17.48 | 0.000 |       |
| 3.000<br>OPERATING ENGINEER            | HWY             | 1 | 38.150 | 41.150 | 1.5 | 1.5    | 2.0    | 7.250 | 18.23 | 0.000 |       |
| 3.000<br>OPERATING ENGINEER            | HWY             | 2 | 35.460 | 41.150 | 1.5 | 1.5    | 2.0    | 7.250 | 18.23 | 0.000 |       |
| 3.000<br>OPERATING ENGINEER            | HWY             | 3 | 31.030 | 41.150 | 0.0 | 0.0    | 0.0    | 7.250 | 18.23 | 0.000 |       |
| 0.000<br>PAINTER                       | ALL             |   | 33.650 | 35.650 | 1.5 | 1.5    | 1.5    | 10.30 | 8.200 | 0.000 |       |
| 1.350<br>PAINTER SIGNS                 | BLD             |   | 33.920 | 38.090 | 1.5 | 1.5    | 1.5    | 2.600 | 2.710 | 0.000 |       |
| 0.000<br>PILEDRIVER                    | BLD             |   | 31.850 | 34.100 | 1.5 | 1.5    | 2.0    | 8.000 | 15.71 | 0.000 |       |
| 0.520<br>PILEDRIVER                    | HWY             |   | 33.700 | 35.950 | 1.5 | 1.5    | 2.0    | 8.000 | 15.81 | 0.000 |       |
| 0.520<br>PIPEFITTER                    | BLD             |   | 40.350 | 43.580 | 1.5 | 1.5    | 2.0    | 7.000 | 10.85 | 0.000 |       |
| 1.850<br>PLASTERER                     | BLD             |   | 30.000 | 32.000 | 1.5 | 1.5    | 2.0    | 7.500 | 14.97 | 0.000 |       |
| 0.490<br>PLUMBER                       | BLD             |   | 40.350 | 43.580 | 1.5 | 1.5    | 2.0    | 7.000 | 10.85 | 0.000 |       |
| 1.850<br>ROOFER                        | BLD             |   | 30.580 | 32.110 | 1.5 | 1.5    | 2.0    | 8.450 | 7.220 | 0.000 |       |
| 0.250<br>SHEETMETAL WORKER             | BLD             |   | 32.430 | 34.050 | 1.5 | 1.5    | 2.0    | 9.120 | 15.55 | 0.000 |       |
| 0.780<br>SIGN HANGER                   | W HWY           |   | 35.980 | 37.980 | 0.0 | 0.0    | 0.0    | 9.490 | 13.91 | 0.000 |       |
| 0.000<br>SPRINKLER FITTER              | BLD             |   | 37.120 | 39.870 | 1.5 | 1.5    | 2.0    | 8.420 | 8.500 | 0.000 |       |
| 0.350<br>STEEL ERECTOR                 | W HWY           |   | 35.980 | 37.980 | 0.0 | 0.0    | 0.0    | 9.490 | 13.91 | 0.000 |       |
| 0.000<br>SURVEY WORKER                 | ->NOT IN EFFECT |   | ALL    |        |     | 31.080 | 31.630 | 1.5   | 1.5   | 2.0   | 7.700 |
| 9.290 0.000 0.800<br>TERRAZZO FINISHER | BLD             |   | 29.890 | 0.000  | 1.5 | 1.5    | 2.0    | 8.600 | 10.05 | 0.000 |       |
| 0.580<br>TERRAZZO MASON                | BLD             |   | 31.650 | 32.900 | 1.5 | 1.5    | 2.0    | 8.600 | 10.05 | 0.000 |       |
| 0.580<br>TILE MASON                    | BLD             |   | 31.650 | 32.900 | 1.5 | 1.5    | 2.0    | 8.600 | 10.05 | 0.000 |       |
| 0.580<br>TRUCK DRIVER                  | O&C             | 1 | 27.280 | 30.220 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | O&C             | 2 | 27.680 | 30.220 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | O&C             | 3 | 27.860 | 30.220 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | O&C             | 4 | 28.110 | 30.220 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | O&C             | 5 | 28.250 | 30.220 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | N ALL           | 1 | 35.650 | 36.200 | 1.5 | 1.5    | 2.0    | 7.250 | 6.319 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | N ALL           | 2 | 35.800 | 36.200 | 1.5 | 1.5    | 2.0    | 7.250 | 6.319 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | N ALL           | 3 | 36.000 | 36.200 | 1.5 | 1.5    | 2.0    | 7.250 | 6.319 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | N ALL           | 4 | 36.200 | 36.200 | 1.5 | 1.5    | 2.0    | 7.250 | 6.319 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | S ALL           | 1 | 34.100 | 37.770 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | S ALL           | 2 | 34.600 | 37.770 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | S ALL           | 3 | 34.820 | 37.770 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | S ALL           | 4 | 35.140 | 37.770 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |
| 0.250<br>TRUCK DRIVER                  | S ALL           | 5 | 36.060 | 37.770 | 1.5 | 1.5    | 2.0    | 11.40 | 5.440 | 0.000 |       |

Legend: RG (Region)  
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)  
M->8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)

Trng (Training)

## Explanations

### MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

### LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of



scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunning and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalmen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and

spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract.

The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batchers; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge

Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of adoption of an ordinance approving a special use permit to allow for an acupuncture clinic in the R-1C, High Density Single Family Residential District for the property located at 1617 E Oakland Ave.

**RECOMMENDATION/MOTION:** That an ordinance approving a special use permit for an acupuncture clinic in the R-1C, High Density Single Family Residential District for the property located at 1617 E Oakland Ave. be passed, and that 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 c. Revitalization of older commercial homes

### **BACKGROUND:**

The subject site is commonly known as 1617 E Oakland and is located adjacent to Oakland Elementary School near the intersection of Oakland Avenue and Vale Street. The property exists within the R-1C, high density single family residential district. The district allows for single and two family homes and contemplates uses of a lesser intensity, like a day care center. The property is currently a legal, nonconforming structure. The property has been developed as a two bedroom, residential structure attached to a commercial space consisting of offices and a small conference area. The property was used as an insurance office. In 2005 its use was changed to a real estate office.

As per section 44.4-6(D)3 of the Zoning Code, a special use permit may be granted for any nonconformity to allow a change of use from one nonconforming use to a lesser intense nonconforming use. The petitioner is proposing to develop 1617 E Oakland as an acupuncture clinic. The petitioner proposes that the clinic will house one acupuncture specialist and one office manager. The petitioner expects the amount of foot traffic generated by the acupuncture clinic to be less than the existing real estate office. No changes are proposed to the existing footprint of the structure and parking lot.

### **ZONING BOARD OF APPEALS**

This case was before the Zoning Board of Appeals for a public hearing and review on May 18, 2016. One citizen, outside of the applicant, sent an email in favor of the petition; one person spoke in opposition to the petition. Motions were passed by the Board to limit the number of employees to two and the hours of operation to six days a week, from 8:00 AM to 8:00 PM. Both motions were passed by a 4-2 vote. The two board members who voted in opposition to adding the aforementioned conditions expressed concerns that these restrictions may affect the petitioner's ability to conduct a business. By unanimous vote, the Board recommended approval

with the conditions that the hours of operation and number of employees be limited. Staff recommended approval of the special use permit.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 81 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** No financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner  
Reviewed by: Tom Dabareiner AICP, CD Director  
Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager  
Legal review by: George D. Boyle, Assistant Corporation Counsel  
Recommended by:



David A. Hales  
City Manager

- Ordinance for Special Use Permit
- Special Use Petition
- Aerial Map of Subject Property
- Mailing Sample
- Mailing List
- Zoning Board of Appeals Report for 5-18-16
- Zoning Board of Appeals Minutes for 5-18-16

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Motion: That an ordinance approving a special use permit for an acupuncture clinic in the R-1C, High Density Single Family Residential District for the property located at 1617 E Oakland Ave. be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**ORDINANCE NO. 2016-\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN  
ACUPUNCTURE CLINIC FOR PROPERTY LOCATED AT 1617 E. OAKLAND  
AVENUE**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for an acupuncture clinic for certain premises hereinafter described in Exhibit(s) A; and

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

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing, made findings of fact that such special use permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, 4-6 of the Bloomington, City Code, 1960, as amended; and

WHEREAS, the Bloomington Board of Zoning Appeals recommended said special use permit be passed, conditioned upon a limit of the number of employees to two and a limit of the hours of operation to six days a week, from 8:00 am to 8:00 pm; and

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

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

1. That the special use permit for an acupuncture clinic on the premises hereinafter described in Exhibit(s) A shall be and the same is hereby approved.
2. That such special use be conditioned upon the following:
  - (a) The number of employees at this location be limited to two;
  - (b) The hours of operation are limited to six days a week, from 8:00 am to 8:00 pm.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 27<sup>th</sup> day of June, 2016.

APPROVED this \_\_\_\_\_ day of June, 2016.



CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

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Jeffrey R. Jurgens, Corporate Counsel

Exhibit A  
“Legal Description”

COUNTY CLERK’S SUBDIVISION W. 50 FT, S. 160 FT, N. 193 FT, LOT 17

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

1617 E. Oakland Ave

State of Illinois )  
 )ss.  
County of McLean )

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

Now come(s)

Sean Pawley

Michelle Pawley


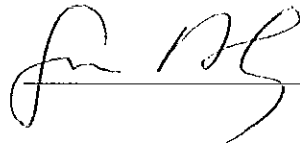
hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) \_\_\_\_\_, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of RIC under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code 44.4-603 (Nonconforming), are allowed as a special use in a RIC zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the RIC zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the RIC zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

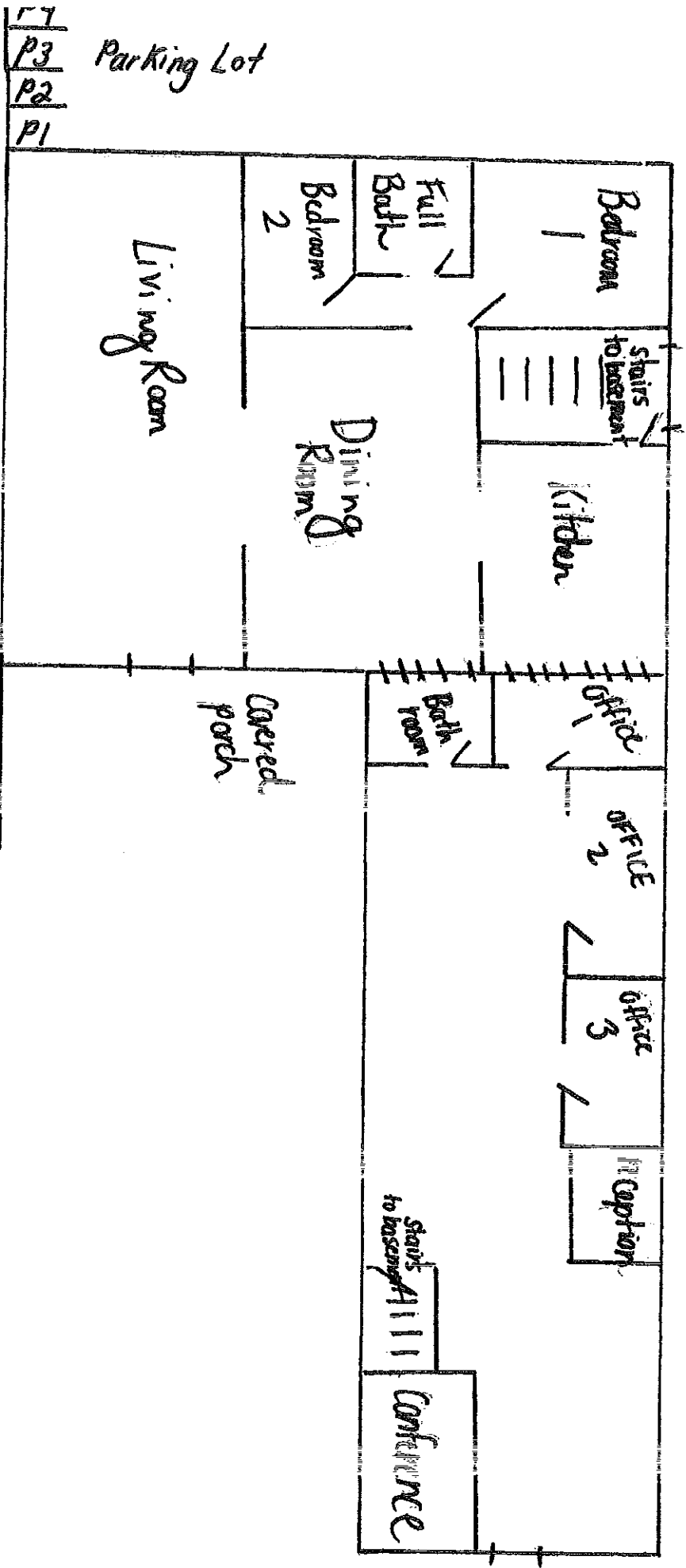
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Legal Description for 1617 E Oakland Ave:**

Parcel #2110205020

County Clerk's Subdivision W 50 ft, S 160 ft, N 193 ft, Lot 17

1017 E Oakland Ave



Map not scale

- Office 1 - 15x8
- Office 2 - 11x10 1/2
- Office 3 - 11x8 1/2
- Conference - 7x12

CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE

Notice is hereby given, the Zoning Board of Appeals will hold a Public Hearing on Wednesday, May 18, 2016 at 4:00 PM in the City Council Chambers, 109 E. Olive Street; Bloomington, Illinois to hear testimony on a petition submitted by Sean and Michelle Powley, requesting approval of a Special Use Permit to allow an acupuncture business in an R 1C, Single Family Residence District on property located at 1617 E. Oakland Avenue.

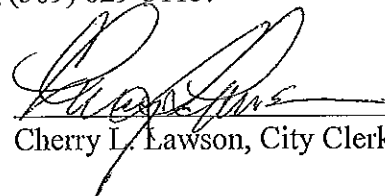
LEGAL DESCRIPTION: EXHIBIT A

The west 50 feet, south 160 feet, north 193 feet of Lot 17 in the County Clerk's Subdivision to the City of Bloomington, in McLean County, Illinois. PIN: 21-102-05-020.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive Street, Bloomington, IL 61701, by telephone at (309) 434-2240, or by email: [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org). City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.



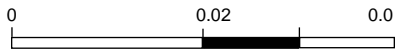
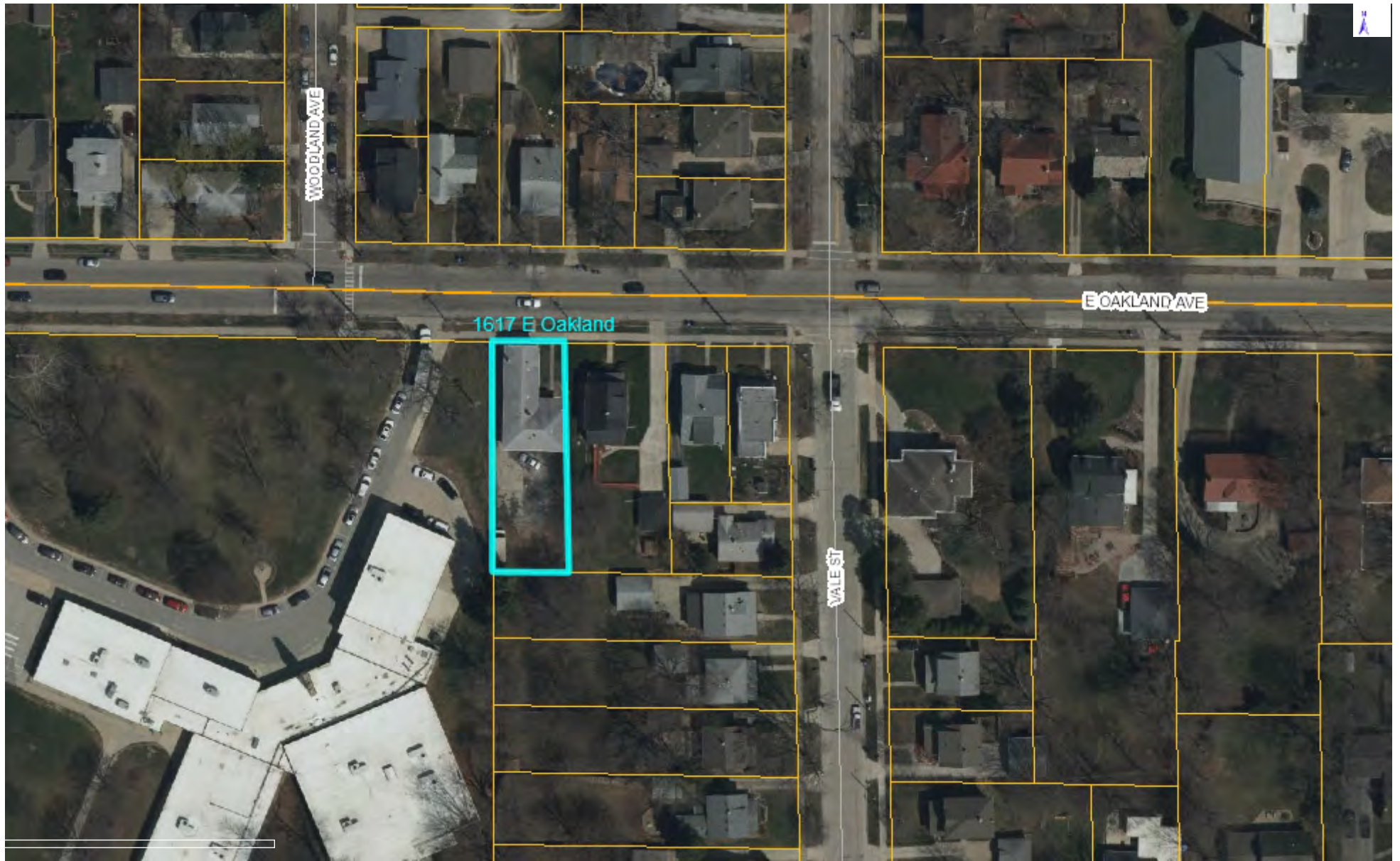
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Cherry L. Lawson, City Clerk

Published: Pantagraph Newspaper, May 2, 2016



# 1617 E Oakland Ave - Aerial View



1: 1,499

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| Notes |
|-------|
|       |





Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

May 2, 2016

Dear Property Owner or Resident:

The City of Bloomington Zoning Board of Appeals will hold a public hearing on **Wednesday, May 18, 2016 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive Street, Bloomington, Illinois** for a petition submitted by Sean and Michelle Pawley for the approval a Special Use Permit for property located at 1617 E Oakland Ave to allow for an acupuncture clinic in the R-1C, Single Family Residential District. The petitioner or his/her Counsel/Agent must attend the meeting and the subject property is described as follows:

Legal Description:

The west 50 feet, south 160 feet, north 193 feet of Lot 17 in the County Clerk's Subdivision to the City of Bloomington, in McLean County, IL PIN 21-102-05-020.

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested variance during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at [www.cityblm.org](http://www.cityblm.org). If you desire more information regarding the proposed petition or have any questions you may call me at (309) 434-2226 or email me at [ksimpson@cityblm.org](mailto:ksimpson@cityblm.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Katie Simpson', written in a cursive style.

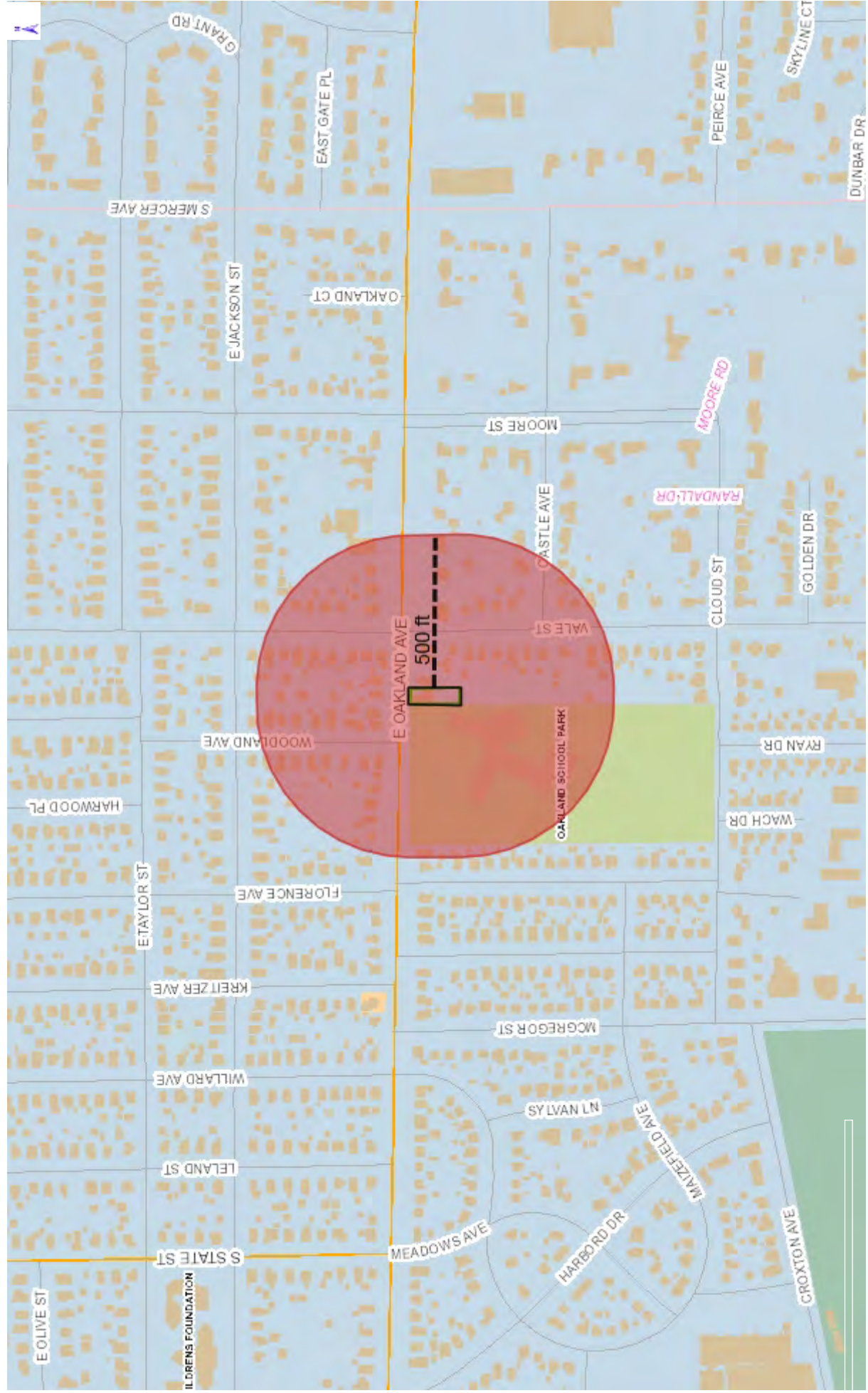
Katie Simpson  
City Planner

Attachment

Location Map with 500 foot notification buffer for 1617 E. Oakland Ave



# Special Use Permit for 1617 E Oakland



### Notes

Property outlined in Black. Special use to allow for an acupuncture clinic. Notices sent to properties in red.

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

0.2 Miles

0.11

0

1: 7,025

Printed: 4/28/2016 12:29:35 PM

ALAN L FAHRENKROG  
1904 EAST OAKLAND  
BLOOMINGTON IL 61701

ALLISON SMITH  
304 ROWE DR  
BLOOMINGTON IL 617012133

ASHLEY DIETZ  
512 FLORENCE AVE  
BLOOMINGTON IL 617015602

BILLY E SMITH  
605 VALE ST  
BLOOMINGTON IL 617015619

BRAD & MARTHA BUTZIRUS  
14225 N 900 EAST RD  
BLOOMINGTON IL 617046973

BREANNE GRABER  
607 S VALE STREET  
BLOOMINGTON IL 61701

Brian Briggs  
513 Vale St  
Bloomington IL 617015668

BRIAN K GRAVES  
608 VALE ST  
BLOOMINGTON IL 617015620

CAROLYN GERLING TRUST  
% CAROLYN GERLING 701 VALE ST  
BLOOMINGTON IL 617015621

CHARLES V MCGUIRE  
1709 E JACKSON ST  
BLOOMINGTON IL 617015635

CHRISTINE A DOSSETT  
601 VALE ST  
BLOOMINGTON IL 617015619

CRAIG & LAUREN CASHMAN  
417 WOODLAND AVE  
BLOOMINGTON IL 617015671

CRYSTAL FARNEY  
517 VALE ST  
BLOOMINGTON IL 617015668

CYNTHIA G STONESIFER  
1623 EAST OAKLAND AVE  
BLOOMINGTON IL 61701

DANIEL A & AMY E MOORE  
502 VALE ST  
BLOOMINGTON IL 617015669

DANNELL AND KEVIN LOSEKE  
409 WOODLAND AVE  
BLOOMINGTON IL 61701

DAVID E AND LISA L DORAN  
1906 CASTLE AVENUE  
BLOOMINGTON IL 61701

DAVID L & KAREN A FIKE  
1604 E OAKLAND AVE  
BLOOMINGTON IL 617015618

DEBRA BROWNSTONE TRUSTEE  
508 VALE ST  
BLOOMINGTON IL 617015669

DELILAH FINNEGAN  
215 WOODLAND AVE  
BLOOMINGTON IL 617015659

DIANN L KAMP  
1903 CASTLE AVE  
BLOOMINGTON IL 617015727

DONALD R HOLLOWAY  
403 WOODLAND AVE  
BLOOMINGTON IL 617015671

DOUGLAS K SORENSEN  
2002 TROTTER LN  
BLOOMINGTON IL 617049178

DULCE MENENDEZ  
604 VALE ST  
BLOOMINGTON IL 617015620

ELIZABETH KLINGLER  
1621 E OAKLAND AVE  
BLOOMINGTON IL 617015617

EUGENE A STORMER PRIEST  
ST MATTHEWS EPISCOPAL CHURCH  
1920 E OAKLAND AVE  
BLOOMINGTON IL 61701

FRANCES A MASSIE  
706 VALE ST  
BLOOMINGTON IL 617015622

GARY A MEIER  
511 S VALE  
BLOOMINGTON IL 61701

GERALD W JR & ALISON SAINSBURY  
CHAPMAN  
410 WOODLAND  
BLOOMINGTON IL 61701

HONEY CREEK PROPERTIES LLC-  
OAKLAND  
11 STRAWBERRY RD  
BLOOMINGTON IL 61704

J & E HOLDINGS LTD  
2201 EASTLAND DR STE 2  
BLOOMINGTON IL 617047923

JANE CLUVER  
1902 E OAKLAND  
BLOOMINGTON IL 61701

JENNIFER S DEFRIES  
502 S FLORENCE AVE  
BLOOMINGTON IL 617015602

JOHN L & PAULA M PRATT  
506 VALE ST  
BLOOMINGTON IL 617015669

JOSEPH L UTTER  
402 WOODLAND AVE  
BLOOMINGTON IL 617015672

JOSEPH M HOENIGES  
407 WOODLAND AVE  
BLOOMINGTON IL 617015671

JOSEPH MCADAMS  
1618 E Oakland Ave  
Bloomington IL 617015674

JOYCE A LAWLESS  
504 S FLORENCE AVE  
BLOOMINGTON IL 617015602

KAREN M SANDHAAS  
800 N SCHOOL ST  
NORMAL IL 617611329

KAYLYN EASH  
501 Vale St  
Bloomington IL 617015668

LARRY J SPEARS  
1603 E OAKLAND AVE  
BLOOMINGTON IL 61701

LORI MILLER  
1608 E OAKLAND AVE  
BLOOMINGTON IL 617015618

LOUIS & GILLIAN BOSQUET  
510 S FLORENCE AVE  
BLOOMINGTON IL 617015602

LUCERN & STEPHEN BRIENEN  
509 W COLUMBIA  
DANVERS IL 617320002

LYNDA B & MICHAEL KINATE MANSON  
606 VALE ST  
BLOOMINGTON IL 617015620

MARIA E COPLEY  
3015 WISTERIA LN  
BLOOMINGTON IL 617042770

MARK A & CHRISTINE K KAUFMAN  
AUSTILL  
507 VALE ST  
BLOOMINGTON IL 617015668

MARK FLYNN  
1205 S MORRISSEY  
BLOOMINGTON IL 61701

MATTHEW T WILCOX  
603 VALE ST  
BLOOMINGTON IL 617015619

MEGAN D WELLER  
413 WOODLAND AVE  
BLOOMINGTON IL 617015671

MICHAEL D MCCLAIN  
703 VALE ST  
BLOOMINGTON IL 617015621

MICHAEL J TRETTER  
515 VALE ST  
BLOOMINGTON IL 617015668

MRS LINDA MITCHELL MOORE  
408 WOODLAND AVENUE  
BLOOMINGTON IL 61701

NANCY M JOHNSON  
503 VALE ST  
BLOOMINGTON IL 617015668

OAKLAND SCHOOL BOARD OF  
EDUCATION  
300 E MONROE  
BLOOMINGTON IL 61701

PAMELA A YODER  
509 S VALE  
BLOOMINGTON IL 61701

PAMELA ETCHESON  
205 REBECCA LN  
NORMAL IL 617612721

PAMELA S SKEEN  
704 S VALE  
BLOOMINGTON IL 61701

PAUL & ALBERT SHAPIRO  
1906 E OAKLAND  
BLOOMINGTON IL 61701

RACHEL E MARCUM  
1610 E OAKLAND AVE  
BLOOMINGTON IL 617015618

REBECCA CHRISMAN  
412 WOODLAND AVE  
BLOOMINGTON IL 617015672

REBECCA I THOMAS  
505 VALE ST  
BLOOMINGTON IL 61701

RICHARD L STROYAN  
1901 E OAKLAND AVE  
BLOOMINGTON IL 617015754

ROBERT & KARA STEVENSON  
512 VALE ST  
BLOOMINGTON IL 617015669

ROBERT L FERGUSON  
1619 E OAKLAND AVE  
BLOOMINGTON IL 617015617

ROBIN ROLF  
415 WOODLAND AVE  
BLOOMINGTON IL 61701

ROGER BRUCKER  
1616 E OAKLAND AVE  
BLOOMINGTON IL 61701

ROSS KENNEDY  
1701 E JACKSON  
BLOOMINGTON IL 61701

ST MATTHEWS EPISCOPAL CHURCH  
FR HOWARD B BOWLIN 1920 E  
OAKLAND AVE  
BLOOMINGTON IL 61701

STEPHEN M & CONNIE J BEMILLER  
707 VALE ST  
BLOOMINGTON IL 617015621

STEVEN C & LINDA LADAGE  
405 WOODLAND  
BLOOMINGTON IL 61701

SUSAN K BAYLES  
510 VALE ST  
BLOOMINGTON IL 617015669

THOMAS R & KRISTEN D PRAHL  
1903 E OAKLAND AVE  
BLOOMINGTON IL 617015754

TIMOTHY W METCALF M/M  
705 VALE ST  
BLOOMINGTON IL 617015621

WENDY BARDWELL  
1904 CASTLE AVE  
BLOOMINGTON IL 61701

WENDY BARDWELL  
1904 CASTLE  
BLOOMINGTON IL 61701

WILLIAM & JUDY SWINDLE  
1612 E OAKLAND AVE  
BLOOMINGTON IL 617015618

WILLIAM D & JILL D HUDSON  
609 VALE ST  
BLOOMINGTON IL 617015619

WILLIAM D & ROBIN L LEAVITT  
CAMPBELL  
613 Vale St  
Bloomington IL 617015619

WILLIAM F FITZGERALD  
2001 E OAKLAND AVE  
BLOOMINGTON IL 617015756

WILLIAM J & MARY ALLISON  
1703 E JACKSON ST  
BLOOMINGTON IL 617015635

**CITY OF BLOOMINGTON  
REPORT FOR THE BOARD OF ZONING APPEALS  
MAY 18, 2016**

| <b>SUBJECT:</b>                | <b>TYPE:</b>   | <b>SUBMITTED BY:</b>           |
|--------------------------------|--|--------------------------------|
| SP-03-16<br>1617 E Oakland Ave | Special use to allow an acupuncture clinic in the R-1C, Single family residential district | Katie Simpson,<br>City Planner |

**REQUEST**

The petitioner is seeking a special use to allow an acupuncture clinic in the R-1C, Single family residential district. The building is currently operating as a real estate office, a nonconforming use. Under section 44.4-6 D.3, a nonconforming use can be changed to a less nonconforming use by applying for a special permit for the lesser nonconforming use.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: Sean Pawley

**PROPERTY INFORMATION**

Existing Zoning: R-1C, High Density Single-Family Residence District  
 Existing Land Use: Residential  
 Property Size: Approximately 8000 sqft (50' X 160')  
 PIN: 21-10-205-020

**Surrounding Zoning and Land Uses**

Zoning

North: R-1C, Low Density Single-Family Residence  
 South: R-1B, Med Density Single-Family Residence  
 East: R-1B, Med Density Single-Family Residence  
 West: S-2 Public Land and Institutions

Land Uses

North: Single-family house  
 South: Single-family house  
 East: Single-family house  
 West: Oakland Elementary School

**Analysis**

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Application for a special use
2. Site Plan
3. Aerial photographs
4. Site visit

## PROJECT DESCRIPTION

The subject site is commonly known as 1617 E Oakland Avenue and is located adjacent of Oakland Elementary School near the corner of Oakland Avenue and Vale Street. The site exists within the R-1C High Density Single-Family Residential District. The district allows for higher densities of single and two family homes. The district also contemplates a few lower intensity uses with a special use. Such uses include day care centers, nursery schools, offices for a college or university, and religious education facilities. The existing lot is 8,000 square feet and is developed with offices and a two bedroom dwelling (approximately 2646 sqft).

The lot has existed as a nonconforming use prior to 1990 when a variance was granted to add parking. In 2005, the building use was changed from insurance office to the less nonconforming use of real estate office. As per section 44.4-6 (D)3 of the Code, for any nonconformity, a special use may be permitted to allow for a change of use to a lesser nonconforming use. The petitioner is proposing to change the use from real estate office to acupuncture clinic. The clinic will house one acupuncture specialist and one office manager. The petitioner proposes that the amount of traffic generated by the clinic will be less than the existing use since the clinic will have limited hours and clients. The petitioner proposes to continue to rent the dwelling space.

The petitioner proposes no changes to the existing lot or structure, with the exception of bringing the building into compliance with ADA standards.

### Action by the Board of Zoning Appeals.

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare; and** the R-1C district contemplates single-family and two-family dwelling units, and light office/home occupations, such as a Day Care Center, with a special use permit. The building has existed as a nonconformity for decades. The proposed acupuncture clinic will have less foot traffic than the existing real estate office.
- 2. that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** the property has existed as a nonconformity for decades. No noticeable change or impact will be visible to the neighborhood.
- 3. that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;** the surrounding properties include single-family structures. The property previously existed as a nonconformity, the proposed uses is less impactful than the existing

offices. There are approximately four parking spaces located in the rear of the property. The petitioner would not be allowed to add parking but feels the existing amount is sufficient to accommodate the amount of clients and employees they expect to have, in addition to the occupants renting the dwelling unit.

4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage currently exist and will be in compliance with city code. Any resurfacing which may occur should be approved by the Engineering Department to ensure drainage and detention requirements are met.
5. **that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** all ingress and egress is existing; no new access is proposed.
6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137)** Section 44.4-6 (D)3 requires a special use permit be issued if a nonconformity is to change uses. The proposed use is less intense than the existing use. The petitioner proposes to have a maximum of two employees (one acupuncturist, one office manager). The number of clients will also be minimal.

**STAFF RECOMMENDATION:**

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use. Staff recommends the Zoning Board of Appeals recommend Council **approve** the requested **special use** in Case SP-03-16.

Respectfully submitted,

Katie Simpson, City Planner

Attachments:

- Petition
- Exhibit A-Legal Description
- Draft Ordinance
- Site Plan
- Zoning Map
- Aerial Photos
- Neighborhood Notice Map and List of Addresses Notified



**DRAFT MINUTES**  
**ZONING BOARD OF APPEALS**  
**REGULAR MEETING**  
**Wednesday, May 18, 2016, 4:03 P.M.**  
**Council Chambers, City Hall**  
**109 East Olive Street, Bloomington, Illinois**

Members present: Chairman Briggs, Mr. Ireland, Mr. Bullington, Mr. Brown, Ms. Meek, Mr. Simeone

Members absent: Mr. Kearney

Also present: Mr. Tom Dabareiner, Community Development Director  
Mr. George Boyle, Assistant Corporation Counsel  
Ms. Katie Simpson, City Planner

Mr. Dabareiner opened the meeting at 4:03 p.m. and called the roll. With five members in attendance, a quorum was present. Ms. Meek arrived at 4:10 p.m.

PUBLIC COMMENT: None

The Board reviewed the minutes from March 16, 2016 and the minutes were **approved** unanimously.

Chairman Briggs explained the meeting procedures and introduced the staff present. Mr. Dabareiner stated all items were properly published.

**REGULAR AGENDA:**

**SP-03-16 Consideration, review and approval of the petition submitted by Shawn Pawley for a Special Use for an acupuncture clinic for property located at 1617 E Oakland in the R-1C, High Density Single-Family Residential District.**

Chairman Briggs introduced the case, noting that because it is a special use request the ZBA provides a recommendation to the City Council, rather than a final decision.

Michelle Pawley, 401 Vale Street, was sworn in. Ms. Pawley explained she is a licensed acupuncturist in Illinois and lives near the building which she wishes to turn into an acupuncture clinic. She added they would keep the current residential tenant, but would replace the realtor with her business. She stated there would be sufficient parking, with four spaces.

Mr. Simeone clarified where the clients would park; Ms. Pawley indicated it would be in one of three available spaces in the back of the building, as one of the four total spaces available is assigned to the residential tenant. Mr. Simeone also asked about the ADA improvements proposed; Ms. Pawley stated they must bring the building up to code because they will be making significant changes inside the clinic area.

Dan Gentry, 1619 Oakland, was sworn in. Mr. Gentry indicated he and his family moved next door to the subject property on April 1, 2016. He stated he is not against the proposal, but believes that there is more parking available than the four indicated and noted his concern that if the business grows it will get noisier and busier. He asked the ZBA to limit hours of operation and require a fence to separate the two properties. Ms. Meek clarified if the driveway abutted his property or the school's property on the other side; Mr. Gentry confirmed it was the other side.

Ms. Pawley stated she will be working daytime only, restricted initially to Friday mornings and limited Saturday hours. Ms. Pawley added that she had the space to add employees, but it would likely be one office manager sometime in the future. She stated that retail products would be sold only to her clients, so would not attract outside customers. Mr. Simeone asked if Ms. Pawley would accept a daytime limitation to her operating hours, which she agreed to within an 8:00AM to 8:00PM range.

In response to whether a fence should be constructed, Mr. Dabareiner explained that there is no requirement for a fence because the zoning is residential and not changing.

Ms. Simpson introduced the proposal and the existing zoning of R-1C. She stated that the code allows replacing one nonconforming use with another less-nonconforming use, which is the case in question today. Ms. Simpson stated staff's belief that the acupuncture clinic would be a less nonconforming use. She described the neighborhood and the parking restrictions along Oakland. She showed an aerial which included the existing parking, along with ground level photos of the building and the parking. Ms. Simpson noted that the parking and the building cannot be expanded because it is nonconforming. She reviewed the special use standards to determine whether it is a lesser nonconforming use and concluded, as proposed, it meets the standards and staff recommends in favor of the proposal. She repeated Mr. Dabareiner's conclusion that a fence is not required and added that the neighbor may want to add a fence.

Mr. Bullington asked whether limitations can be placed on the number of employees; Mr. Boyle concluded there could be, by agreement, a maximum number of employees. Mr. Bullington explained that if too many employees are added, this use becomes more nonconforming rather than less nonconforming. Mr. Ireland reminded the Commission that the tenant may have guests or potentially a second residential tenant in the residential unit; he added that so much real estate is done online these days that the realtor was very low impact.

Mr. Bullington asked if Ms. Pawley would agree to a limit of one acupuncturist and one other employee; Ms. Pawley indicated in the affirmative. Mr. Simeone asked if she agrees with the 8:00AM to 8:00PM limitation, Sunday through Saturday; Ms. Pawley agreed but indicated she would not working on Sundays.

Mr. Simeone motioned to limit operations to 8:00AM to 8:00PM. Mr. Bullington requested a friendly amendment to reduce the limitation to six days from seven days per week, excluding Sunday. A vote was taken on the amendment to the motion which was **approved** by a 4-2 vote as follows: Mr. Simeone—yes; Mr. Bullington—yes; Mr. Ireland—yes; Mr. Brown—no; Ms. Meek—no; Chairman Briggs—yes.

Mr. Simeone moved that a condition be added to any approval that would limit the operations to 8:00AM to 8:00PM, Monday through Saturday, seconded by Mr. Bullington; which

was **approved** by a 4-2 vote as follows: Mr. Simeone—yes; Mr. Bullington—yes; Mr. Ireland—yes; Mr. Brown—no; Ms. Meek—no; Chairman Briggs—yes.

Mr. Bullington moved to limit the maximum number of employees to two; seconded by Mr. Simeone. Mr. Brown and Ms. Meek both expressed concerns about how these restrictions may affect her ability to conduct a business. Mr. Bullington stated the restrictions are to assure it remains a less nonconforming use, which is the overriding standard under consideration. Ms. Simpson confirmed the less nonconforming finding was based on two employees. Mr. Ireland indicated his concern was forcing parking on the street. Chairman Briggs called for a vote which was **approved** by a 4-2 vote as follows: Mr. Bullington—yes; Mr. Simeone—yes; Mr. Ireland—yes; Mr. Brown—no; Ms. Meek—no; Chairman Briggs—yes.

Chairman Briggs requested a roll call vote on Case Z-17-16 to include the two conditions approved earlier, which was **approved** by a 6-0 vote as follows: Mr. Ireland—yes; Mr. Bullington—aye; Mr. Simeone—aye; Mr. Brown—aye; Ms. Meek—aye; Chairman Briggs—aye.

ADJOURNMENT: 5:37PM

Respectfully,

Tom Dabareiner AICP



**CONSENT AGENDA ITEM NO. 7J**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of adoption an ordinance approving the petition to rezone 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions.

**RECOMMENDATION/MOTION:** That an ordinance be adopted approving the petition to rezone of the property commonly located at 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions be passed and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 6 Great Place—Livable, Sustainable City

The decision to rezone aligns with the goals of the Bloomington Comprehensive Plan 2035, particularly conserving and preserving our City’s heritage and cultural resources to retain and enhance a strong sense of community and place.

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

**BACKGROUND:** 2101 E. Washington Street (approximately 3.84 acres) is currently used as St. Luke Union Church. The property has existed as a church for decades. Churches are permitted in the R-3B district with a special use permit, and permits a church by right, eliminating the nonconforming use status. Every time the use is changed or expanded a new special use permit is required. Without a special use permit the church would be considered a nonconformity. S-2 Public Land and Institutions is a more compatible zoning district for this property and permits a church by right eliminating the nonconforming use status. Furthermore, the S-2 zoning maintains the function of a buffer between the more intense business and commercial uses to the east and the less intense residential uses to the west.

**PLANNING COMMISSION:** This case was before the Planning Commission for a public hearing on Wednesday, May 25, 2016. Pastor Gifford called attention to the large number of church members present in the audience. He provided a brief history of the Church’s intentions for expansion. He noted the lack of ADA compliance currently, emphasizing the need for related remodeling, along with the desire for a children’s nursery for church members. No one else spoke in favor or against the petition. The Planning Commission recommended approval of the Petition to Rezone.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 62

property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** No change in financial impact is expected.  
Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner  
 Reviewed by: Tom Dabareiner, Director of Community Development  
 Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
 Carla Murillo, Budget Manager  
 Legal review by: George D. Boyle, Assistant Corporation Counsel  
 Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance to rezone 2101 E Washington Street
- Petition to rezone 2101 E Washington Street
- All referenced zoning uses list in S-2
- Zoning map for 2101 E Washington Street
- Planning Commission Minutes for 5.25.16
- Staff Report to Planning Commission for 5.25.16

Motion: That an ordinance be adopted approving the petition to rezone of the property commonly located at 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE REZONING 2101 E WASHINGTON FROM R-3B TO S-2**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit(s) "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit(s) "A" shall be and the same is hereby rezoned from "R-3B", Multifamily Residential District to "S-2", Public Lands and Institutions District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 27<sup>th</sup> day of June, 2016.

APPROVED this \_\_\_\_\_ day of June, 2016.

APPROVED:

\_\_\_\_\_  
Tari Renner  
Mayor

ATTEST:

\_\_\_\_\_  
Cherry Lawson  
City Clerk

\_\_\_\_\_  
Jeffrey R. Jurgens  
Corporate Counsel

EXHIBIT "A"

(Legal Description)

A PART OF LOT 10 IN THE RESURVEY OF LOT 8 OF THE SHIRK SURVEY, SAID LOT 10 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD SAID POINT BEING ON THE NORTH LINE OF LOT 10 LYING 43 FEET WEST OF THE NORTHWEST CORNER OF THE LAND CONVEYED TO THE TIEHACK CORPORATION PER WARRANTY DEED RECORDED JULY 28, 1995 AS DOCUMENT NO. 95-15400 IN THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S00°43'10"W, ALONG THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD, A DISTANCE OF 937.07 FEET TO THE NORTH RIGHT OF WAY LINE OF JUMER DRIVE; THENCE N89°40'19"W, A DISTANCE OF 849.67 FEET; THENCE N00°19'41"E, A DISTANCE OF 939.66 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE S89°40'19"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 459.13 FEET; THENCE S89°17'43"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 396.95 FEET TO THE POINT OF BEGINNING, CONTAINING 18.386 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

**PETITION FOR ZONING MAP AMENDMENT**

State of Illinois        )  
                                  ) ss.  
County of McLean     )

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

Now comes St Luke Union Church at 2101 E. Washington St., hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of R-3B under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S-2 zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.



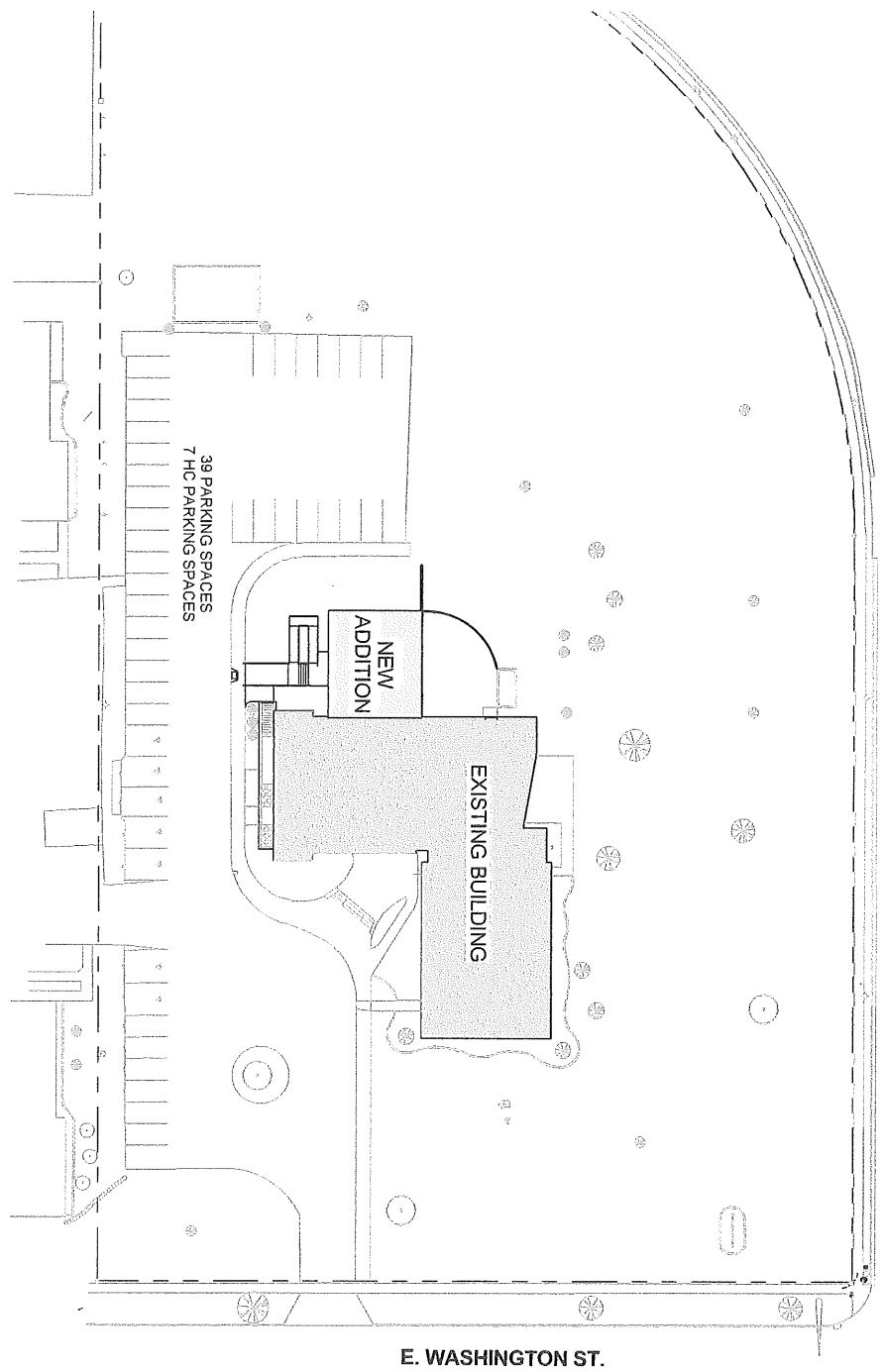
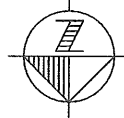
WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R-3b to S-2.

Respectfully submitted,

By: Robert D. Hintorn  
St Luke Union Church

ROBERT D. HINTORN  
COUNCIL MODERATOR

1 SITE PLAN  
1" = 50'-0"



S. REGENCY DR.

E. WASHINGTON ST.


|                        |                    |  |  |                   |                    |
|------------------------|--------------------|--|--|-------------------|--------------------|
| project<br>142RX01.400 | sheet<br><b>C1</b> | BUILDING SITE PLAN<br>ST LUKE UNION CHURCH ADDITION<br>2101 E WASHINGTON ST<br>BLOOMINGTON, IL | <br>Design Firm Registration #184-000723 | drawn by<br>ACL   | date<br>04/29/2016 |
|                        |                    |  |  | checked by<br>RCD | revised            |

EXHIBIT "A"

(Legal Description)

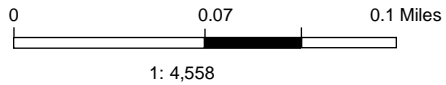
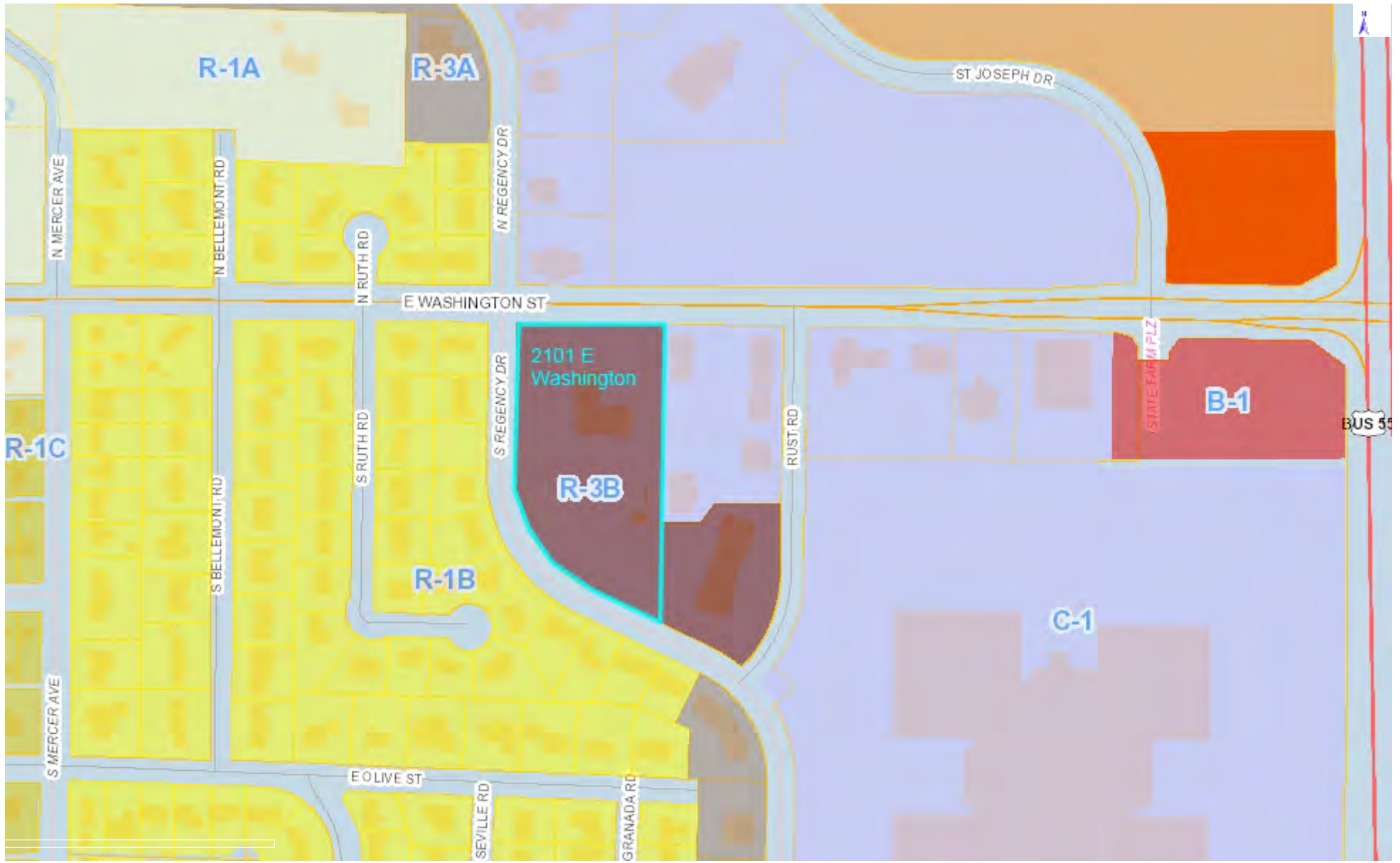
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| <b>Permitted Uses in the S-2 District</b> |   | Mobile Food and Beverage Vendor      | 13 |
|---|---|--------------------------------------|----|
| Agency Supervised Homes                   | S | Nursery Schools                      | S  |
| Agency-Operated Family Homes              | P | Nursing Homes                        | S  |
| Agency-Operated Group Homes               | P | Parking Lot, Commercial              | P  |
| Agriculture                               | P | Parking Lot, Noncommercial           | P  |
| Airports and Landing Fields               | S | Parks, Playgrounds, Aboretums        | P  |
| Athletic Clubs, YMCA, YWCA                | S | Police Stations, Fire Stations       | P  |
| Barber Shops, Beauty Shops                | S | Postal Services                      | P  |
| Barracks                                  | P | Pre-Schools                          | P  |
| Cemeteries                                | P | Professional Clubs, Business Clubs   | S  |
| Charitable Clinics                        | 2 | Senior High Schools                  | P  |
| Childrens Homes, Orphanages               | S | Sewage Lift Stations                 | P  |
| Churches, Synagogues, Temples             | P | Sewage Treatment Plants              | S  |
| Community Centers                         | P | Sheltered Care Homes                 | S  |
| Composting Facility                       | P | Swimming Pools                       | P  |
| Courthouses                               | P | Telecommunication Antenna Facilities | S  |
| Day Care Centers                          | S | Telephone Exchange Substations       | P  |
| Dwellings, Multiple Family                | P | Townhouses                           | P  |
| Educational and Research Services         | P | Treatment Centers for Drug Abuse     | S  |
| Electricity Regulating Substations        | P | Utility Conduits, Lines, Pipelines   | P  |
| Elementary Schools                        | P | Water Pressure Control Stations      | P  |
| Flammable Liquid Pipelines                | P | Water Purification Plants            | P  |
| Food Pantry                               | P | Water Storage Reservoirs             | P  |
| Forestry                                  | P | Zoos                                 | P  |
| Gas Regulatory Stations                   | P |                                      |    |
| Golf Courses - Not Miniature Golf         | P |                                      |    |
| Government Services                       | P |                                      |    |
| Gymnasiums, Recreation Centers            | P |                                      |    |
| Heliports, Heliport Terminals             | S |                                      |    |
| Home for the Aged                         | S |                                      |    |
| Ice Rinks                                 | P |                                      |    |
| Institution for Child Care                | S |                                      |    |
| Institution for the Handicapped           | S |                                      |    |
| Irrigation Channels                       | P |                                      |    |
| Junior High Schools                       | P |                                      |    |
| Libraries                                 | P |                                      |    |
| Mental Health Facilities                  | S |                                      |    |
| Military Bases                            | P |                                      |    |
| Military Bases, Storage Depots            | P |                                      |    |
| Military Communication Centers            | P |                                      |    |
| Miniature Golf Courses                    | 6 |                                      |    |



# Zoning Map-2101 E Washington



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Printed: 5/17/2016 6:14:16 PM

Notes  
R-3B Zoning

**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, MAY 25, 2016, 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Boyd, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Chairman Stanczak

**MEMBERS ABSENT:** Mr. Suess

**OTHERS PRESENT:** Mr. Tom Dabareiner, Community Development Director; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Steve Rasmussen, Assistant City Manager.

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:04 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present.

**PUBLIC COMMENT:** There being no public comments the Commission moved on to approval of the minutes.

**MINUTES:** The Commission reviewed the April 27, 2016 minutes. Mr. Barnett moved to approve the April 27, 2016 minutes; Mr. Pearson seconded the motion, which passed unanimously by a voice vote of 8-0.

**REGULAR AGENDA:**

**Z-16-16 Public hearing, review and action on the petition submitted by St. Luke Union Church requesting the approval to Rezone the property located at 2101 E Washington from R-3B, Multifamily Residential, to S-2, Public Lands and Institutions.**

Chairman Stanczak introduced Justin Boyd, as the newest Planning Commission member, and then introduced the case. Ms. Simpson presented City Staff's report and recommended in favor of the proposal. She explained that the current zoning requires the church to obtain a special use each time it wishes to make improvements to the property, which would not be required under the S-2 district, considered a more compatible zoning where religious uses are permitted. She described the location of the church, its property size and history of use as a church. She added that the S-2 can serve as a buffer between the residential to the west and the commercial uses to the east. Mr. Scritchlow asked for clarification of the map showing the rezoning, which Ms. Simpson provided.

Andrew Gifford, representing St. Luke Union Church, was sworn in. Pastor Gifford called attention to the large number of church members present in the audience. He provided a brief history of the Church's intentions for expansion. He noted the lack of ADA compliance

currently, emphasizing the need for related remodeling, along with the desire for a children's nursery for church members. No one else spoke in favor or against the petition.

Chairman Stanczak closed the public hearing. Mr. Balmer motioned to approve the petition to rezone the property from R-3B to S-2; seconded by Mr. Scritchlow. The motion to recommend passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Pearson-yes; Mr. Barnett -yes; Mr. Balmer-yes; Mr. Protzman-yes; Ms. Schubert-yes; Mr. Scritchlow-yes; Mr. Boyd- yes; Chairman Stanczak-yes. Mr. Dabareiner anticipates this item will go to Council on June 27, 2016.

#### **ADJOURNMENT**

Mr. Scritchlow motioned to adjourn; seconded by Mr. Protzman, which passed unanimously by voice vote. The meeting was adjourned at 4:52 PM.

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
MAY 25, 2016**

| <b>SUBJECT:</b>                 | <b>TYPE:</b>   | <b>SUBMITTED BY:</b>          |
|---------------------------------|--|-------------------------------|
| Z-16-16<br>2101 E Washington St | Rezoning from R-3B, Multifamily Residential District, to S-2 Public Lands and Institutions | Katie Simpson<br>City Planner |

**REQUEST**

The petitioner is seeking a rezoning from R-3B, Multifamily Residential District, to S-2 Public Lands and Institutions for the property located at 2101 E Washington, St. Luke Union Church.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: St Luke Union Church

**LEGAL DESCRIPTION:** ENGINEERS SURVEY PT S1/2 2-23-2E (EX5' ST ALG W & SW SIDES) LOT 4

**PROPERTY INFORMATION**

Existing Zoning: R-3B, Multifamily Residential District  
 Existing Land Use: Church  
 Property Size: approximately 3.84 acres  
 PIN: 21-02-306-001

**Surrounding Zoning and Land Uses**

Zoning

North: C-1, Office District  
 South: R-1C, Single-Family Residential District  
 East: C-1, Office District, R-3B Multifamily  
 West: R-1B, Single-Family Residential District

Land Uses

Offices  
 Single family homes  
 Doctor's Park Offices, Condominiums  
 Single Family Dwelling

**ANALYSIS**

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Photographs of adjacent sites



### **Project Description**

St Luke Union Church is located at 2101 E Washington Street. The property is currently zoned R-3B, Multifamily residential. A church is allowed in the residential district with a Special Use. The petitioner is proposing to rezone the property from R-3B, Multifamily residential, to S-2, Public Land and Institutions to allow for a church by right and eliminate the need to apply for a Special Use Permit. Without the Special Use Permit, the church is considered a legal nonconformity. The petition to rezone would eliminate a nonconforming use at 2101 E Washington.

The property was constructed in the early 1960s and has existed as a church for decades. The property is approximately 3.84 acres and St Luke Union Church is proposing an exterior expansion to the south of the property. The expansion triggers the need to apply for a new Special Use permit. Another option, and the route the petitioner is perusing, is to rezone to the property to a district that allows church as a permitted use. S-2, Public Land and Institutions contemplates public assembly and public gathering uses such as a church.

### **Compliance with the Comprehensive Plan**

The intent of the S-2 District is to allow for the establishment and maintenance of public uses, publically regulated uses, and private uses that display an inherent relationship to the public interest. The Comprehensive Plan identifies “conservation and preservation of the City’s heritage resources as a basis for retaining and enhancing strong community character and a sense of place” (pg 120). The petition to rezone the subject property encourages the preservation of a cultural resource that serves the neighboring residential area as well as other segments of our community. The decision to rezone is in agreement with the Comprehensive Plan.

### **Nearby Zoning and Land Uses**

#### **FINDINGS OF FACT**

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” and by states, “*In making its legislative determination to zone or rezone property to a S-2 Public Lands and Institutions District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The extent to which the permitted use is authorized in the district are necessary for the proper provision of community services; the property is currently used as a church. A church is compatible with the S-2 District and serves a number of community members. The standard is met.*
2. *The potential impact the existing or permitted uses in the vicinity would have upon the public use and impact the permitted use would have upon these surrounding uses; there is no proposed change in use, therefore there should be little to no impact. The standard is met.*
3. *The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which lawfully occur on the*

*property so zoned*; the site and utilities are existing and capacity of community facilities is adequate. The standard is met.

4. *The impact the permitted uses would have upon the environment including noise, air, and water pollution*; the site and use are existing, there should be no change in impact. The standard is met.
5. *The impact any natural disasters, including flooding, would have upon the permitted uses*; the site and use are existing, there should be little to no change in impact. The standard is met.
6. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137)* Rezoning encourages the preservation of a cultural resource, a goal of the Comprehensive Plan (page 120). The standard is met.

**STAFF RECOMMENDATION:**

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

1. Ordinance
2. Exhibit A-Legal Description
3. Petition
4. Aerial View
5. Zoning Map
6. Neighborhood Notice List
7. Neighborhood Notice Location and Buffer Map



**CONSENT AGENDA ITEM NO. 7K**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 9 Block 4 of Camp Kickapoo, from Robin Minson JSM Trust to Ross Clark.

**RECOMMENDATION/MOTION:** That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The sewage disposal system inspection was completed in June 2016. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. In addition, the inspection notes that the sand filter is undersized for a three bedroom house and that all sand filters are required to chlorinate on a regular basis. Staff has reviewed the McLean County Health Department's evaluation report, which is attached, and concurs with their recommendation to allow the septic system to remain until it is repaired or replaced.

The age of the sewage disposal system is twenty-two (22) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system. If the system were to fail, the resident would be responsible for costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair / replacement options. Currently, a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$669.58 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease Income account (50100140-57590).

On December 21, 2015 the City Council approved a modification to the lease language and therefore the lease packet. These changes went into effect January 1, 2016. This lease transfer was submitted to the City for consideration prior to January 1, 2016, and therefore the lease transfer is not subject to the modifications approved by City Council on December 21, 2015.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Robert D. Yehl, PE, Water Director

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Lake Lease Transfer Petition dated 06.09.2016
- Septic Report dated 06.02.2016
- Location Map
- Aerial Map
- McLean County Health Dept. Evaluation

---

Motion: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

## MEMO

TO: Connie Fralick, Water Dept.  
FROM: Renee Gooderham, Records & Information Manager  
DATE: June 9, 2016  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 9 in Block 4 in Camp Kickapoo, from Robin Minson JSM Trust to Ross Clark. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$167,396.00. The Lake Lease is currently at a rate of .40 per EAV. The lake lease rate will remain unchanged. The PIN number is 22-08-07-126-001

The Real Estate Agent is requesting a rush. The closing is set for July 4, 2016.

Please prepare a Council memorandum for the June 28, 2016 meeting. The deadline for this meeting is **Tuesday, June 14<sup>th</sup> at 12:00 pm.**

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 9 Block 4 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Robin Minson JSM TRUST dotloop verified 05/31/16 2:35PM EDT QJUR-VPRB-NOJN-LEYS (Sellers Name)

To: Ross Clark (Buyers Name)

Robin Minson JSM TRUST dotloop verified 05/31/16 2:35PM EDT QJUR-VPRB-NOJN-LEYS (Signatures of Seller)

\*\*\*\*\*

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Ross Clark (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of JSM Trust, Robin Minson (Seller) In and

to the Lease made on the (Date) On or before 7/29/16 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) JSM Trust, Robin Minson

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner,

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

Ross Clark dotloop verified 06/04/16 3:52PM EDT NQU-3IFO-DDUQ-FHLO

(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 9 BLOCK 4 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) JSM Trust, Robin Minson in and to the premises known as Lot 9 Block 4 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_.

Tari Renner, Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and \_\_\_\_\_

Ross Clark

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Littleton, County of Jefferson, State of Colorado ~~County of McLean, State of Illinois~~, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 9 in Block 4 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$.\_\_\_\_\_) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
  5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
  6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
  7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.



8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.
15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between

City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

- 16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
- 17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

Ross Clark  
6509 S Xenophon St  
Littleton, CO 80127-4812

Lessee Billing Address

Ross Clark  
6509 S Xenophon St  
Littleton, CO 80127-4812

- 18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Tari Renner, Mayor

*Ross Clark*  
dalloop verified  
06/04/16 3:52PM EDT  
OFXU-UYOA-X4G5-0X80

Attest:

Cherry Lawson, City Clerk

# EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: \_\_\_\_\_

Date Received: \_\_\_\_\_

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

### 1. Current Owner Information:

Name: JSM Trust - Robin MinsonAddress: 14780 E Bluff Rd  
Milton, GA 30004Phone #: Day - - Home - -

### 2. Requestor Information:

Name: Ross ClarkAddress: 6509 S Xenophon St  
Littleton, CO 80127-4812Phone #: Day - - Home - -

### 3. Property Information:

Parcel Number (Tax ID): ( ) 08-07-126-001 Date Evaluation Performed: 06-01-16Address of property evaluated: 24400 R Smith Hwy. Hudson Sub. & Lot: K177 Lake BlmPermit available from Health Dept.: Yes  No  Permit #: 94-9081

### 4. Interview Information:

Person interviewed: Nancy BradyAge of home (years): 47Date last occupied: vacantHas tank ever been pumped: Yes  No Original owner: Yes  No Intended for seasonal use: Yes  No 

Number of occupants: \_\_\_\_\_

If yes, how often: \_\_\_\_\_

### 5. Interior Evaluation:

Number of bedrooms: 3Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No Water softener discharges to: n/aDishwasher discharges to: septic

Basement plumbing fixtures:

a. n/a

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

Garbage disposal: Yes  No Clothes washer discharges to: septicHot tub discharges to: n/a

Discharge locations:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

Basement floor drains discharge to: n/aSump pit/pump discharges to: n/aGarage floor drains discharge to: n/aDownspouts discharge to: ground surface

**6. Exterior Evaluation Points:**

**A. SEPTIC TANK(s) -- This Section N/A**

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

| <b>Tank One: N/A <input type="checkbox"/></b>   | <b>Yes</b>                          | <b>No</b>                           | <b>Tank Two: N/A <input checked="" type="checkbox"/></b>                              | <b>Yes</b>               | <b>No</b>                |
|---|-------------------------------------|-------------------------------------|---|--------------------------|--------------------------|
| Depth of soil to top of tank: 10 inches   |                                     |                                     | Depth of soil to top of tank: _____ inches  |                          |                          |
| Tank has access within 12" of ground surface  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Tank has access within 12" of ground surface  | <input type="checkbox"/> | <input type="checkbox"/> |
| Size: 1000 gallons Type:  |                                     |                                     | Size: _____ gallons Type:   |                          |                          |
| Meets current code:   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Meets current code:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Tank lids in good condition:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Tank lids in good condition:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Inlet baffle in good condition:   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Inlet baffle in good condition:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of solids on inlet baffle:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evidence of solids on inlet baffle:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Outlet baffle in good condition:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Outlet baffle in good condition:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of solids on outlet baffle:  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evidence of solids on outlet baffle:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Water standing in outlet:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Water standing in outlet:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Water level below outlet:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Water level below outlet:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Tank needs to be pumped:  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Tank needs to be pumped:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Outlet device/filter on tank:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Outlet device/filter on tank:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Type:   |                                     |                                     | Type:   |                          |                          |
| Back flow into tank from system after pumping:  |                                     |                                     | Back flow into tank from system after pumping:  |                          |                          |
| Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |                                     |                                     | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |                          |                          |

**B. SEEPAGE FIELD -- This Section N/A**

Depth to top of field: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of field: \_\_\_\_\_ square feet

|   |                          |                          |
|---|--------------------------|--------------------------|
| Meets current code sizing requirements:                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| Seepage standing on ground surface:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Lush vegetation or saturated soil on or near seepage field area:            | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence that water has ponded over seepage field or the soil is saturated: | <input type="checkbox"/> | <input type="checkbox"/> |
| Solids or "carry over" material present in the rock or bedding material:    | <input type="checkbox"/> | <input type="checkbox"/> |
| Depth of water in trench : _____ inches                                     |                          |                          |

**C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A**

|  |                          |                          |
|--|--------------------------|--------------------------|
| Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

**D. SEEPAGE BED -- This Section N/A**

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of bed: \_\_\_\_\_ square feet

|  |                          |                          |
|--|--------------------------|--------------------------|
| Meets current code sizing requirements:                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| Seepage standing on ground surface:                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| Lush vegetation or saturated soil on or near seepage bed area:           | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence water has ponded over seepage bed or is soil saturated:         | <input type="checkbox"/> | <input type="checkbox"/> |
| Solids or "carry over" material present in the rock or bedding material: | <input type="checkbox"/> | <input type="checkbox"/> |
| Depth of water in bed : _____ inches                                     |                          |                          |

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: 24 inches

Square feet of sand filter: 433 square feet

|   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| Is water standing in the distribution pipes or in the rock that surrounds the pipe: | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Meets current code sizing requirements:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Seepage standing on ground surface over filter:                                     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Lush vegetation on or near sand filter:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Evidence if water has ponded over sand filter:                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Sand filter vented as required:   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Vent in good repair:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Chlorinator with screw on cap present:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Chlorinator tube with corrosion resistant handle present:                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Evidence of chlorination:   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Evidence of restricted flow in chlorinator:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Sample port with screw on cap present:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* rock trench

**F. PUMP OR LIFT STATION -- This Section N/A**

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Pump chamber an approved design:                        | <input type="checkbox"/> | <input type="checkbox"/> |
| Chamber volume 1.5 times the daily flow:                | <input type="checkbox"/> | <input type="checkbox"/> |
| Is there a dual pump:                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Alarm present:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Alarm location: _____                                   |                          |                          |
| Alarm properly working with audio and visual functions: | <input type="checkbox"/> | <input type="checkbox"/> |

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Size of unit: gallons

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Pump running at time of inspection:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Current maintenance contract in place:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Who is maintenance contract with: _____   |                          |                          |
| Alarm present:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Alarm location: _____   |                          |                          |
| Alarm properly working with audio and visual functions:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input type="checkbox"/> Other: _____ |                          |                          |
| If other, what method of chlorination is used: _____  |                          |                          |
| Chlorinator with screw on cap present:  | <input type="checkbox"/> | <input type="checkbox"/> |
| Chlorinator tube with corrosion resistant handle present:   | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of chlorination:   | <input type="checkbox"/> | <input type="checkbox"/> |

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* \_\_\_\_\_

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

| *Well or cistern to: N/A <input type="checkbox"/> | *Geothermal unit to: N/A <input type="checkbox"/> | *Building to:                  |
|---|---|--------------------------------|
| Septic tank: _____ feet                           | Septic tank: _____ feet                           | Septic tank: _____ feet        |
| Seepage system: _____ feet                        | Seepage system: _____ feet                        | Seepage system: _____ feet     |
| Sand filter: _____ feet                           | Sand filter: _____ feet                           | Sand filter: _____ feet        |
| Effluent tile: _____ feet                         | Effluent tile: _____ feet                         | Effluent tile: _____ feet      |
| Effluent discharge: _____ feet                    | Effluent discharge: _____ feet                    | Effluent discharge: _____ feet |
| Geothermal unit: _____ feet                       | Aerobic unit: _____ feet                          | Geothermal unit: _____ feet    |
| Aerobic unit: _____ feet                          |   | Aerobic unit: _____ feet       |
| *Water line to:                                   | *Body of water to: N/A <input type="checkbox"/>   |                                |
| Septic tank: _____ feet                           | Septic tank: _____ feet                           |                                |
| Seepage system: _____ feet                        | Seepage system: _____ feet                        |                                |
| Sand filter: _____ feet                           | Sand filter: _____ feet                           |                                |
| Effluent tile: _____ feet                         | Effluent tile: _____ feet                         |                                |
| Effluent discharge: _____ feet                    | Effluent discharge: _____ feet                    |                                |
| Aerobic unit: _____ feet                          | Aerobic unit: _____ feet                          |                                |

**Comments:**

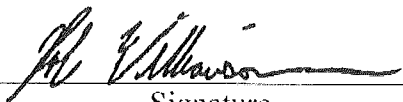
**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**

*The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The sand filter is undersized for a three bedroom house. This septic system is 22 years old. The average life of a septic system in McLean County is about 25 years. This septic system appears to be functioning normally at this time. The house is vacant so the septic system may evaluate differently under normal water usage.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

*Rob Williamson*

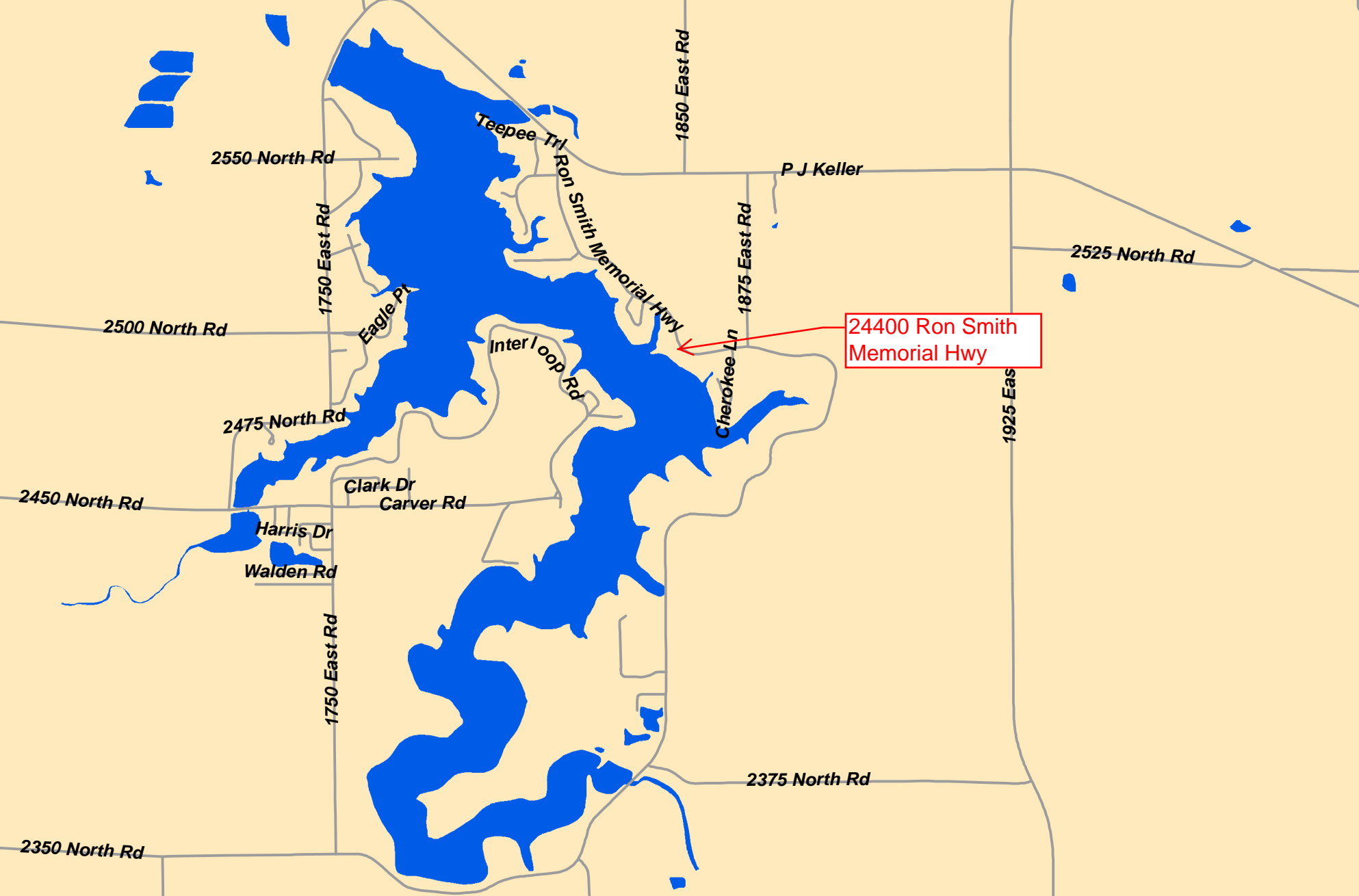
\_\_\_\_\_  
Inspector's Name (print)



\_\_\_\_\_  
Signature

*06-02-16*

\_\_\_\_\_  
Date



24400 Ron Smith Memorial Hwy





*Ron Smith Memorial Hwy*

24412

24400

24398

24396

24388

24400 Ron Smith Mem Hwy  
Lot: 9  
Block: 4  
Camp: Kickapoo



McLean County Health Department  
200 West Front Street, Room 304  
Bloomington, IL 61701

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June 8, 2016

JSM Trust  
c/o Ms. Robin Minson  
14780 E. Bluff Road  
Milton, GA 30004

Re: Septic Permit #94-9081  
Parcel #08-07-126-001  
Lot 177, Lake Blm-Kickapoo

Dear Ms. Minson:

On June 2, 2016, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on June 1, 2016 and the following deficiency was noted:

- The sand filter is a minimum of 167 square feet too small. This may remain as is until the septic system is repaired or replaced.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations that are implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

JSM Trust  
June 8, 2016  
Page 2

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply  
2000 South Bunn Street  
Bloomington, IL 61704  
Phone: (309) 828-8313

Tolan's Excavating  
2903 Gill Street  
Bloomington, IL 61704  
Phone: (309) 663-0191

Shoemaker Farm Drainage  
202 W. Pine Street  
LeRoy, IL 61752  
Phone: (309) 962-3108


Zeschke Septic Cleaning  
2408 Greyhound Road  
Bloomington, IL 61704  
Phone: (309) 808-2776

In summary, the septic system was installed in 1994 and is now approximately 22 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

If you have any questions, please contact Mr. Scott Cook with this department at (309) 888-5482.

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Mr. Ross Clark

TJA:AC:du

AC-0601-16-103



**CONSENT AGENDA ITEM: 7L**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on July 16, 2016.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on July 16, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On May 10, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Cameron Wyatt and Chelsie Boyd to allow moderate consumption of alcohol at their July 16, 2016 wedding reception to be held at Davis Lodge. Present were Commissioners Tari Renner, Jim Jordan, and Sue Feldkamp. Staff present were Assistant Corporation Counsel, George Boyle, and Cherry Lawson, City Clerk.

Jennifer Quast, Aunt of the prospective bride, addressed the Commission. Ms. Quast stated that Lake Road Inn would cater the reception. Beer and wine only would be served. Approximately 75-100 guests were anticipated.

Motion by Commissioner Feldkamp, seconded by Commissioner Jordan to recommend at the June 27, 2016 City Council meeting approval of the request of Cameron Wyatt and Chelsie Boyd from to allow moderate consumption of alcohol at their July 16, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Ms. Quast to notify Cameron Wyatt and Chelsie Boyd to attend the City Council meeting on June 27, 2016.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the May 10, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

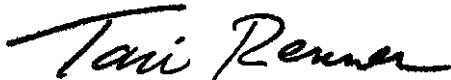
Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Reviewed by: Robert D. Yehl, PE, Water Director

Legally Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner  
Mayor

**Attachments:**

- Ordinance
- Letter of Request

---

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on July 16, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**ORDINANCE NO. 2016 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON July 16, 2016**

WHEREAS, Cameron Wyatt and Chelsie Boyd are planning to hold their wedding reception at Davis Lodge from 3:00 p.m. to 11:00 p.m. on July 16, 2016; and

WHEREAS, Cameron Wyatt and Chelsie Boyd have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the duration of the wedding reception at Davis Lodge on July 16, 2016 from 3:00 pm to 11:00 pm.

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

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

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

PASSED this \_\_\_\_\_ of June, 2016

APPROVED this \_\_\_\_ day of June, 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor


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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

**From:** Chelsie Boyd <chelsie.boyd[REDACTED]>  
**To:** Andrew Coffey <acoffey@cityblm.org>

**Date:** Wednesday, April 20, 2016 01:57PM  
**Subject:** Re: Liquor Licence - Davis Lodge - 16 July 2016

History:  This message has been replied to.

---

Hello Andrew,

From about 4:00pm to 10:30pm.

Kind regards,

Chelsie

On 20 April 2016 at 19:07, Andrew Coffey <acoffey@cityblm.org> wrote:

Hello,

From what time will the liquor be served to and from?

Thanks,

Andrew Coffey  
Support Staff IV  
City Clerk's Office  
(309) 434-2240

[CityBLM.org](#) - [Facebook](#) - [Twitter](#) - [YouTube](#)

-----Chelsie Boyd <chelsie.boyd[REDACTED]> wrote: -----

To: [Acoffey@cityblm.org](mailto:Acoffey@cityblm.org)  
From: Chelsie Boyd <chelsie.boyd[REDACTED]>  
Date: 04/19/2016 06:52AM  
Subject: Liquor Licence - Davis Lodge - 16 July 2016

Hello,

I am having my wedding ceremony and reception at Davis Lodge.and understand I need to provide you with the following information to have alcohol at the wedding.

**Date**  
July 16, 2016

**Venue**  
Davis Lodge

**Amount of people**  
Approx. 80 adults and children

**Bride and groom**

Chelsie Boyd & Cameron Wyatt

**Alcohol Caterer**

Lake Road Inn

**Food Caterer**

Famous Dave's

**Local contact (I live in the UK)**

Jennifer Quast

Home # [REDACTED]

Cell # [REDACTED]

Please let me know if there is any other information I can provide.

Kind regards,

Chelsie

Websense: Click [here](#) to report this email as spam.

This message has been scanned for malware by Websense. [www.websense.com](http://www.websense.com)





**CONSENT AGENDA ITEM: 7M**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 14, 2016.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 14, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On June 14, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Rebeka Rich and Trisha Petersen to allow moderate consumption of alcohol at their August 14, 2016 wedding reception to be held at Davis Lodge. Present were Commissioners Tari Renner, Jim Jordan, and Sue Feldkamp. Staff present were Assistant Corporation Counsel, George Boyle, and Cherry Lawson, City Clerk.

Trisha Petersen addressed the Commission. Ms. Petersen stated that Maguire's Bar & Grill would cater the reception. Beer and wine only would be served. Approximately 75-100 guests were anticipated.

Motion by Commissioner Feldkamp, seconded by Commissioner Jordan to recommend at the June 27, 2016 City Council meeting approval of the request of Rebeka Rich and Trisha Petersen from to allow moderate consumption of alcohol at their August 14, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Ms. Petersen to attend the City Council meeting on June 27, 2016.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the June 14, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, City Clerk

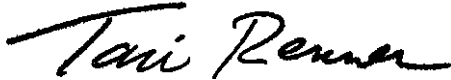
Reviewed by:

Robert D. Yehl, PE, Water Director

Legally Reviewed by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tari Renner  
Mayor

**Attachments:**

- Ordinance
- Letter of Request

---

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 14, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**ORDINANCE NO. 2016 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON August 14, 2016**

WHEREAS, Rebeka Rich and Trisha Petersen are planning to hold their wedding reception at Davis Lodge from 3:00 p.m. to 9:30 p.m. on, August 14, 2016; and

WHEREAS, Rebeka Rich and Trisha Petersen have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the duration of the wedding reception at Davis Lodge on August 14, 2016 from 3:00 pm to 9:30 pm.

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

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

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

PASSED this 27<sup>th</sup> of June, 2016

APPROVED this \_\_\_\_\_ day of June, 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

**From:** Andrew Coffey/Cityblm  
**To:** Marcia Barekman <mbarekman [REDACTED]>

**Date:** Thursday, May 19, 2016 08:09AM  
**Subject:** Re: Bar catering services

---

To: Andrew Coffey <acoffey@cityblm.org>  
From: Marcia Barekman <mbarekman [REDACTED]>  
Date: 05/18/2016 07:26PM  
Subject: Re: Bar catering services

Hello Andrew!

I forgot to include the following:  
cocktail hour 2:30-3:30pm  
Last call will be 8:00pm

Sorry!  
Marcia

Sent from my iPhone

Hello,

This will be on the June 14th Liquor Commission. It is held at 4pm at City Hall, 109 E Olive St. Someone must attend to speak before the commission.

Thanks,

Andrew Coffey  
Support Staff IV  
City Clerk's Office  
(309) 434-2240

[CityBLM.org](#) - [Facebook](#) - [Twitter](#) - [YouTube](#)

-----Marcia Barekman <mbarekman [REDACTED]>  
wrote: -----

To: Andrew Coffey <acoffey@cityblm.org>  
From: Marcia Barekman <mbarekman [REDACTED]>  
Date: 05/09/2016 09:23AM  
Subject: Re: Bar catering services

Hello Andrew,

Here is the information for my daughter's upcoming wedding.

Bride: Trisha Petersen

Cell - [REDACTED]

Groom: Rebeka Rich

Cell - [REDACTED]

Attendance: approx 75-100

Reception time: 3:30 - 9:00pm

Alcohol caterer: Maguire's Bar & Grill (1-keg and 2cs Moscato)

Please let me know what the next steps in this process are. I appreciate all your help!

Sincerely,

Marcia Barekman

Cell - [REDACTED]

Sent from my iPhone

-----Marcia Barekman <mbarekman@[REDACTED]>  
wrote: -----

To: "acoffey@cityblm.org"  
<acoffey@cityblm.org>  
From: Marcia Barekman  
<mbarekman@[REDACTED]>  
Date: 05/07/2015 08:24AM  
Subject: Bar catering services

Good morning Andrew!

I have reserved Davis Lodge for my daughter's wedding and was wondering if I could get some information regarding who provides bar catering services that you allow at this facility.

The wedding date is 8-14-2016.

My contact info:

Marcia Barekman

[REDACTED]  
mbarekman@[REDACTED]

Let me know if you need more information from me.

Thank you for any assistance you can provide.

Sincerely,



**CONSENT AGENDA ITEM: 7N**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a High School Reunion at Davis Lodge on August 27, 2016.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a High School Reunion at Davis Lodge on August 27, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On June 14, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Eric Kaufman to allow moderate consumption of alcohol at the August 27, 2016 Gridley High School Reunion to be held at Davis Lodge. Present were Commissioners Tari Renner, Jim Jordan, and Sue Feldkamp. Staff present were Assistant Corporation Counsel, George Boyle, and Cherry Lawson, City Clerk.

Kevin L. Yergler addressed the Commission. Mr. Yergler stated that Lake Road Inn would cater the reception. Beer and wine only would be served. Approximately 100 guests were anticipated.

Motion by Commissioner Feldkamp, seconded by Commissioner Jordan to recommend at the June 27, 2016 City Council meeting approval of the request of Eric Kaufman to allow moderate consumption of alcohol at their August 27, 2016 Gridley High School Reunion to be held at Davis Lodge.

Motion carried, (viva voce).

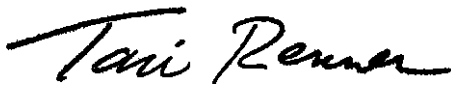
Commissioner Renner encouraged Mr. Yergler to have Mr. Kaufman to attend the City Council meeting on June 27, 2016.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the June 14, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk  
Reviewed by: Robert D. Yehl, PE, Water Director  
Legally Reviewed by: George D. Boyle, Assistant Corporation Counsel  
Recommended by:



Tari Renner  
Mayor

**Attachments:**

- Ordinance
- Letter of Request

---

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a High School Reunion at Davis Lodge on August 27, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**ORDINANCE NO. 2016 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR GRIDLEY HIGH SCHOOL REUNION AT DAVIS LODGE ON AUGUST 27, 2016**

WHEREAS, Eric Kaufman is planning to hold Gridley High School Reunion at Davis Lodge from 2:00 p.m. to 10:00 p.m. on, August 27, 2016; and

WHEREAS, Eric Kaufman have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the duration of the High School Reunion at Davis Lodge on August 27, 2016 from 2:00 pm to 10:00 pm.

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

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

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

PASSED this 27<sup>th</sup> of June, 2016

APPROVED this \_\_\_\_\_ day of June, 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel



May 25, 2016

City Clerk's Office  
109 E Olive Street  
PO Box 3157  
Bloomington, Illinois 61701-3157

RE: Request for Serving Alcohol at Davis Lodge

Dear Clerk,

This is to request permission to serve beer and wine at Davis Lodge for a Class Reunion of Gridley High School Graduates from the years 1970 to 1979.

When: August 27, 2016, 2:00 p.m. to 10:00 p.m.

Where: Davis Lodge, Lake Bloomington

Reservation with deposit has been made by Eric Kaufman

Applicant: Eric Kaufman, [REDACTED]

Contact Phone: [REDACTED]

Contact Email: [ekaufman@gridley.org](mailto:ekaufman@gridley.org) [REDACTED]

Guests Expected: 100

Caterer: Craig Hansen, Lake Road Inn, 309-747-2558

Thank you for your consideration.

Sincerely,

  
Eric Kaufman



**CONSENT AGENDA ITEM: 70**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 10, 2016.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 10, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On May 10, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Chris Modos and Bethany Karraker to allow moderate consumption of alcohol at their September 10, 2016 wedding reception to be held at Davis Lodge. Present were Commissioners Tari Renner, Jim Jordan, and Sue Feldkamp. Staff present were Assistant Corporation Counsel, George Boyle, and Cherry Lawson, City Clerk.

Dana Karraker, mother of the prospective bride, addressed the Commission. Ms. Karraker stated that Budget Liquor would cater the reception. Beer and wine only would be served. Approximately 130 guests were anticipated.

Motion by Commissioner Feldkamp, seconded by Commissioner Jordan to recommend at the June 27, 2016 City Council meeting approval of the request of Chris Modos and Bethany Karraker from to allow moderate consumption of alcohol at their September 10, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Ms. Karraker to notify Chris Modos and Bethany Karraker to attend the City Council meeting on June 27, 2016.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the May 10, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, City Clerk

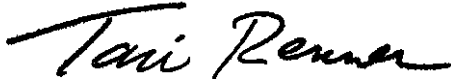
Reviewed by:

Robert D. Yehl, PE, Water Director

Legally Reviewed by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner  
Mayor

**Attachments:**

- Ordinance
- Letter of Request

---

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 10, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**ORDINANCE NO. 2016 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON September 10, 2016**

WHEREAS, Chris Modos and Bethany Karraker are planning to hold their wedding reception at Davis Lodge from 3:00 p.m. to 9:30 p.m. on September 10, 2016; and

WHEREAS, Chris Modos and Bethany Karraker have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the duration of the wedding reception at Davis Lodge on September 10, 2016 from 3:00 pm to 9:30 pm.

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

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

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

PASSED this 27<sup>th</sup> of June, 2016.      APPROVED this      day of June, 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

**From:** Andrew Coffey/Cityblm  
**To:** Dana Karraker <dmkarraker [REDACTED]>  
**Date:** Monday, May 02, 2016 08:18AM  
**Subject:** Re: Karraker-Modos Wedding

---

Hello,

This will appear on the May 10h Liquor Commission agenda. Someone must appear to represent the wedding party at City Hall, 109 E Olive St, 4pm.

Thanks,

Andrew Coffey  
Support Staff IV  
City Clerk's Office  
(309) 434-2240

[CityBLM.org](#) - [Facebook](#) - [Twitter](#) - [YouTube](#)

-----Dana Karraker <dmkarraker [REDACTED]> wrote: -----

To: "acoffey@cityblm.org" <acoffey@cityblm.org>  
From: Dana Karraker <dmkarraker [REDACTED]>  
Date: 04/29/2016 03:09PM  
Subject: Karraker-Modos Wedding

Andrew,

We are requesting to serve alcohol at a wedding to be held at **Davis Lodge on Saturday, September 10, 2016**. The event details are as follows.

Event- Wedding at Davis Lodge  
Bride and Groom- Bethany Karraker and Chris Modos, [REDACTED]  
Host- Kyle and Dana Karraker [REDACTED]  
Caterer- Budget Liquor, 200 S. Linden, Normal, IL, (309)454-2337  
Time: 3:00-9:30  
# of Guests- 130 (approx)

Please let me know if you need additional information.

Dana Karraker

Websense: Click [here](#) to report this email as spam.





**CONSENT AGENDA ITEM: 7P**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 17, 2016.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 17, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On May 10, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Robert Zinny and Christy Birkey to allow moderate consumption of alcohol at their September 17, 2016 wedding reception to be held at Davis Lodge. Present were Commissioners Tari Renner, Jim Jordan, and Sue Feldkamp. Staff present were Assistant Corporation Counsel, George Boyle, and Cherry Lawson, City Clerk.

Christy Birkey addressed the Commission. Ms. Birkey stated that Biaggi's Restaurant would cater the reception. Beer and wine only would be served. Approximately 120 guests were anticipated.

Motion by Commissioner Feldkamp, seconded by Commissioner Jordan to recommend at the June 27, 2016 City Council meeting approval of the request of Robert Zinny and Christy Birkey from to allow moderate consumption of alcohol at their September 17, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Ms. Birkey to attend the City Council meeting on June 27, 2016.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the May 10, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, City Clerk

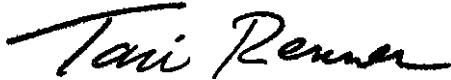
Reviewed by:

Robert D. Yehl, PE, Water Director

Legally Reviewed by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner  
Mayor

**Attachments:**

- Ordinance
- Letter of Request

---

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 17, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.



**ORDINANCE NO. 2016 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON September 17, 2016**

WHEREAS, Robert Zinny and Christy Birkey are planning to hold their wedding reception at Davis Lodge from 3:00 p.m. to 11:00 p.m. on September 17, 2016; and

WHEREAS, Robert Zinny and Christy Birkey have requested permission from the City to serve beer and wine during this event; and

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

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

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

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PASSED this 27<sup>th</sup> of June, 2016

APPROVED this \_\_\_\_\_ day of June, 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

April 4<sup>th</sup>, 2016

To Whom It May Concern,

Robert Zimny and Christy Birkey are holding a wedding at Davis Lodge on September 17<sup>th</sup>, 2016. We would like to formally submit this request to allow alcohol to be served on that day at our wedding. Our caterer is Biaggi's Restaurant of Bloomington, Illinois. The contact person is Elizabeth Coon at 1501 N. Veterans Parkway, Bloomington, Illinois, 61704. Phone: 309-287-2719. Fax: 309-661-8422. Email: [ecoone@biaggis.com](mailto:ecoone@biaggis.com).

The wedding is going to start at 3:00pm in the afternoon. Davis Lodge has been reserved with the City of Bloomington and paid by ourselves for this event. A total of 120 guests have been invited to this event.

The contact information for the bride is as follows:

Christy Birkey

303 Waterford Estates Drive, Bloomington, Illinois, 61704

Phone: [REDACTED]

Email: [robandchristy@biaggis.com](mailto:robandchristy@biaggis.com) [REDACTED]

The contact information for the groom is as follows:

Robert Zimny

[REDACTED]  
Phone: [REDACTED]

Please consider our formal request to allow the service of beer and wine at our wedding on 9/17/16.

Thank you,

Christy Birkey and Robert Zimny





## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of a Resolution approving an Agreement for Professional Services with VenuWorks for Management of the U.S. Cellular Coliseum.

**RECOMMENDATION/MOTION:** That the Resolution approving the Agreement for Professional Services with VenuWorks be adopted and the Mayor and City Clerk be authorized to execute the resolution and the City Manager be authorized to execute the Agreement.

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

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

**BACKGROUND:** On April 1, 2016, the City's agreement with Central Illinois Arena Management ("CIAM") for management of the U.S. Cellular Coliseum expired. At that time, a new management company as recommended by City staff, VenuWorks, began managing the Coliseum on a temporary basis until a more formal agreement could be worked out between the parties.

Since late spring, City staff and VenuWorks have worked diligently to finalize details on a more formal management agreement. The draft of that agreement was presented publicly on June 6, 2016, and then further discussed at a Committee of the Whole meeting on June 20, 2016. City staff is now recommending approval of the agreement. No further modifications have been made to the agreement since its initial presentation.

In early March of 2016, it became evident that the City and CIAM were not going to be able to reach an agreement on CIAM's continued management of the Coliseum. At such time, City staff immediately began seeking proposals from the industry leaders in venue management and evaluating the best fit for the City. The team charged with this review included representatives from the Administration, the Finance Department, the Parks Department, the Legal Department and the City's special project leaders.

As a result of the above-review process, City staff recommended that the City Council enter into a new management agreement with VenuWorks for the management and operation of the Coliseum. VenuWorks is a full-service professional management company, based out of Iowa, that manages approximately 52 different venues across the United States. The company's niche is working in secondary markets, like Bloomington, with arenas of our size. They are a full service company that will provide marketing, concessions, consulting and event booking. This is done both through on-site staff and their corporate team of professionals in Iowa.

Although the two other industry leaders are very qualified and impressive, City staff is unanimous in believing that VenuWorks is the best fit for the City. Even with the company’s short tenure managing the Coliseum since April, they have proven to be extremely professional, proficient, and knowledgeable regarding venue management.

The general terms of the proposed contract are as follows:

| TOPIC  | VENUWORKS (PROPOSED TERMS)   |
|--|--|
| Term   | 5 year with ability to terminate without cause after 3 years   |
| Management Fee   | \$9,500 per month, plus an annual CPI increase not to exceed 3%  |
| Concession Fee (i.e., food and beverages)                  | 5% of gross less taxes and third-party concession providers. Subject to audit by City. City is guaranteed a minimum of 40% of concession sales.  |
| Contractual Income (i.e., advertising, sponsorships, etc.) | 5% on advertising, sponsorships, pouring rights and naming right revenues, however no commission on trades, club memberships, suite sales or rentals.  |
| Transparency   | Specific reports required and will be posted online, including reports after each event. Contractual requirements to comply with FOIA and hold the City harmless.  |
| Disincentive Fee   | Lower commission if budgetary goals are not met. Begins after initial stub year.   |
| Capital Investments  | Will provide an additional \$450,000 in a no-interest loan for necessary capital improvements and upgrades at the Coliseum.  |
| Oversight  | Subject to annual audit with a 5% payback provisions. Contractual provisions prohibit VenuWorks from booking events that carry a financial risk to the City without pre-approval. City will have access to all accounts and records. City Manager and/or a contract administrator will be involved in overseeing the operation and management of the Coliseum. |
| Operational Procedures                                     | Maintenance requirements are clearly defined in the agreement. VenuWorks is required to provide a business plan and financial manual. The agreement calls for various other Memoranda of Understandings to be created on operational issues.   |

VenuWorks has already brought a professional and experienced general manager to the Coliseum, Curtis Webb. Mr. Webb hit the ground running in May and has already implemented several operational changes at the Coliseum. VenuWorks is also in the process of developing a detailed business plans to help improve the financial condition of the Coliseum.

Overall, we believe the Council and community will also very much appreciate the company's approach to management of the Coliseum. VenuWorks desires to be a true community partner and puts transparency as a high priority. As an example, after every event, the public will be provided a significant amount of information, including the event’s concession sales, ticket sales, etc. We believe this will bring a whole new level of transparency to the Coliseum that will help tear down some of the existing walls.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The draft agreement was made publicly available on June 6, 2016, for public review and questions.

**FINANCIAL IMPACT:** City staff and VenuWorks will develop a final year 1 budget within 30 days of the award of this contract. Finance has been working closely with VenuWorks on interim cash flow issues.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Financial Services: Patti-Lynn Silva, Finance Director

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution
- Agreement for Professional Services

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Motion: That the Resolution approving the Agreement for Professional Services with VenuWorks be adopted and the Mayor and City Clerk be authorized to execute the resolution and the City Manager be authorized to execute the Agreement.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**RESOLUTION NO. 2016 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES  
WITH VENUWORKS OF BLOOMINGTON, LLC**

WHEREAS, the City owns the U.S. Cellular Coliseum (“Coliseum”) and has utilized private management companies for the operation and management of the Coliseum; and

WHEREAS, the agreement with the previous management company, Central Illinois Arena Management, expired on April 1, 2016; and

WHEREAS, City staff sought proposals from several venue management companies and is recommending that VenuWorks be hired as the new management company for the Coliseum; and

WHEREAS, VenuWorks has been serving as the interim management company for the Coliseum since April 1, 2016, and that temporary agreement shall be superseded by the approval of this agreement; and

WHEREAS, although proposals were sought and evaluated, a formal solicitation process was not undertaken due to time restrictions and accordingly the City Council hereby waives any other applicable bidding requirements; and

WHEREAS, the City Council finds it in the best interests of the City to enter into the Agreement for Professional Services with VenuWorks of Bloomington, LLC.

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

Section 1. The recitals set forth above are incorporated into this Resolution and adopted as if fully stated herein.

Section 2. The City Manager is authorized to enter into the Agreement for Professional Services with VenuWorks.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 27<sup>th</sup> day of June, 2016

APPROVED this \_\_\_\_ day of June, 2016.

\_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

\_\_\_\_\_  
Cherry Lawson, City Clerk

**AGREEMENT FOR  
PROFESSIONAL MANAGEMENT SERVICES**

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

**RECITALS**

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

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

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

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

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

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

## **ARTICLE ONE RETENTION OF VENUWORKS**

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

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

## **ARTICLE 2 COMMENCEMENT DATE AND TERM**

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



## ARTICLE 3

### MANAGEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11 Security. The following provisions on security shall apply:

- (a) **VENUWORKS** shall arrange for proper security for all events at the Facility and for general security when events are not in progress. Such security may be provided by **VENUWORKS** or by a third party contractor. Should **VENUWORKS** decide to hire 'off-duty' police officers from the Bloomington Police Department (BPD), the BPD and **VENUWORKS** shall mutually agree on the number of officers hired. Upon request to **VENUWORKS**, **CITY** shall have the right to review any and all security plans at the Facility.
- (b) **VENUWORKS** shall also logistically plan for all events including, but not limited to, arranging on-call emergency medical staff, providing resources to attendees waiting in extreme temperatures, etc. **VENUWORKS** shall review and coordinate crowd management and traffic control with appropriate local authorities.
- (c) **VENUWORKS** recognizes that the **CITY** owns all video surveillance systems located within the Facility. **VENUWORKS** agrees in advance to not withhold or tamper with the **CITY'S** ability to obtain video footage for security or safety purposes. One of **VENUWORKS'** main priorities shall be to host safe events.
- (d) **VENUWORKS** shall defend, hold **CITY** harmless and indemnify **CITY** from any claims associated with the provision of such security.

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

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

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

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

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

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

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

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

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

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

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

- 3.4 Written Powers Reserved to CITY. The City Manager shall have right of prior written approval in connection with the following:
- (a) The Annual Budget, Marketing and Business Plan;
  - (b) Any expenditure for personnel or expenses in excess of those specified budget items that would increase the total approved **VENUWORKS'** budget amount; and
  - (c) Any booking of events involving risk of **CITY** funds.
- 3.5 Relationship of Parties. **VENUWORKS** is an independent contractor of **CITY** and shall not be deemed to be an employee, joint venturer, agent, or partner of **CITY** except for those matters which are specifically addressed in this Agreement.
- 3.6 Business Plan. Within thirty calendar days after the date of this Agreement, **VENUWORKS** shall submit to **CITY** a complete business plan for the fiscal year ending April 30, 2017 (the "Business Plan") to be adopted by **CITY** and followed by **VENUWORKS**. The Business Plan shall be subject to the prior written approval of the City Manager. The Business Plan shall be a marketing plan and a projection of detailed Revenues and Operating Expenses for the fiscal year and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. **VENUWORKS** shall submit a Business Plan on an annual basis and shall deliver the same to the City Manager simultaneously with the delivery of the Annual Budget. The Business Plan shall in no way become a performance obligation for either **CITY** or **VENUWORKS** but serve as a management blueprint to monitor **VENUWORKS'** performance.
- 3.7 Relationship with CITY: **VENUWORKS** shall provide all of its Management Services in a manner which shall ensure full compliance with all **CITY** requirements and industry standards, as well as in compliance with all local, state and federal laws and regulations.
- 3.8 Memoranda of Understandings. The City Manager and **VENUWORKS** may enter into

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

#### **ARTICLE 4**

#### **ANNUAL BUDGET**

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

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

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



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

## ARTICLE 5

### THE MANAGEMENT FEES

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

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

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

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

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

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

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

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

5.4 Capital Investment:

- A. The Parties acknowledge that **VENUWORKS** has made an investment of \$299,999, in the form of an interest free loan to **CITY**, for the purpose of purchasing food and beverage equipment, and other equipment, furniture and fixtures in the Facility, from the company that previously managed the Facility, consistent with The First Amendment to The Contract for Professional Services of this investment. **CITY** is obligated to repay **VENUWORKS** for the equipment purchased, in the amount of \$299,999, over the life of this Agreement in equal monthly installments, as described more fully in Section 5.5 of this Agreement, and to pay the entire remaining unamortized balance in the event **VENUWORKS** ceases being the management company for the Facility prior to payment in full.
- B. **VENUWORKS** may, at the **CITY'S** discretion, make a second capital investment in the form of an interest free loan not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000), for the purchase of equipment, furniture and fixtures for the Facility. Specific items to be purchased with funds from **VENUWORKS** will be determined to the mutual satisfaction of both **VENUWORKS** and **CITY**. Items to be purchased may include, but will not be limited to, equipment for concessions stands and portable food carts, operations-oriented furniture, fixtures, and equipment (FF&E), and other tools and small equipment to improve the functionality and physical appearance of the arena. For the second capital investment, **VENUWORKS** shall be repaid in a manner similar to the initial capital investment described herein.

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

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

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

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

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

## ARTICLE 6

## PAYMENT OF MANAGEMENT FEES AND OPERATING EXPENSES

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

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

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

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

## GENERAL TERMS AND CONDITIONS

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

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

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

7.4 Accounting Records, Reports and Practices.

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

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

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

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

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

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

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

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

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

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

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

7.7 Insurance.

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

7.7.2 Insurance Requirements:

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

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



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

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

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

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

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

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

7.7.2.8 Reserved:

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

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

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

7.7.4 Reserved

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

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

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

- (a) Employee Dishonesty: \$500,000;
- (b) Depositor's Forgery: \$500,000;
- (c) Money & Securities: \$500,000 (each, "Inside" and "Outside")
- (d) Computer Theft: \$500,000;
- (e) Wire Transfer Fraud: \$500,000;

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

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

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

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

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

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

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

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

7.10 Employees.

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

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

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

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

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

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

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

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

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

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

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

provision hereof.

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

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

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

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

|                     |   |  |
|---------------------|---|--|
| If to <b>CITY</b> : | City of Bloomington<br>Attn: City Manager<br>109 E. Olive Street<br>Bloomington, IL 61701 | City of Bloomington<br>Attn: Corporation Counsel<br>109 E. Olive Street<br>Bloomington, IL 61701 |
|---------------------|---|--|

|                          |  |
|--------------------------|--|
| If to <b>VENUWORKS</b> : | VENUWORKS of Illinois, LLC<br>4611 Mortensen Road, Suite 111<br>Ames, IA 50014<br>Attention: President |
|--------------------------|--|

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

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

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

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

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

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

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

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

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

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

permitting **VENUWORKS** to manage such a facility upon request.

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

For **CITY**

\_\_\_\_\_  
BY \_\_\_\_\_ DATE \_\_\_\_\_

Its \_\_\_\_\_

For **VENUWORKS**

\_\_\_\_\_  
By: Steven L. Peters DATE \_\_\_\_\_  
Its: President



## EXHIBIT A MAINTENANCE REQUIREMENTS

### FACILITY Repairs & Maintenance Process

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

### TYPICAL OPERATIONAL REPAIR EXAMPLES

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

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

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

EXHIBIT B  
SNOW MAP

**EXHIBIT C**  
**OPERATING EXPENSES**

1. The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget. Any and all operating expenses charged to the Facility should be expended to obtain the best value, be reasonable and customary and mirror industry standards, as well as adhere to IRS guidelines. Late fees, penalties, fines incurred through VENUWORKS management of Facility funds will be at the cost of VENUWORKS. The term "Operating Expenses" shall not include expenditures related to the corporate governance of **VENUWORKS** or other expenses not directly related to the operation and management of the Facility. The term "Operating Expenses" shall include:
  - (a) on-the-job payroll cost, including wages, and severance paid to employees, and the cost of paid holidays, vacations, sick leave, employment practices liability insurance, workers' compensation and other employer paid benefits, cost of training, and payroll processing. On-the- job payroll costs should be reasonable and customary mirroring industry standards for employee paid portion of health insurance or other benefits. Benefits, such as payment for commuting and/or vehicle allowances shall not be considered an operating expense or billed to **CITY**.
  - (b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which **VENUWORKS** is a party, or under any state or federal law or any regulations promulgated there under;
  - (c) cost of medical and security examination for employees on the on-the-job payroll;
  - (d) cost of purchasing, renting, maintaining and cleaning uniforms;
  - (e) cost of equipment, materials and supplies, including the cost of installation thereof;
  - (f) cost of insurance (excluding Crime Insurance), permits, licenses and fees (including but not

- limited to liquor licenses and permits from the health department or applicable agency).
- (g) cost of property, business, privilege, sales and all taxes other than taxes collected by the Facility which are required to be remitted to the appropriate agency and shall be considered a liability.
  - (h) cost of marketing, promotions and advertising; cost of travel to industry conferences on behalf of Facility, website domain/hosting fees;
  - (i) cost of necessary outside professional services, upon prior written approval by **CITY**;
  - (j) cost of commodities, (i.e. food and beverage inventories purchased for resale to the public)
  - (k) cost of utilities, telephone, and internet service, office supplies, and computer software/hardware;
  - (l) litigation expenses or other costs (including attorneys' fees) incurred by **VENUWORKS** in connection with any proceeding; provided however that **CITY** shall not be obligated to pay any such fees or costs (including attorneys' fees) unless prior to incurring any legal expense (including attorneys' fees), **VENUWORKS** consults with **CITY**, and **CITY** and **VENUWORKS** jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against **VENUWORKS** or **CITY** (concerning the Facility) or to be made by **VENUWORKS** or **CITY**. Provided further that **CITY** shall not be obligated to pay any such fees or costs incurred with respect to litigation matters that **VENUWORKS** is solely responsible for under this Agreement.
  - (m) cost of new or replacement equipment and the installation of that equipment as approved by **CITY**, provided that payment of the Capital Investment described in Section 5.4 of this Agreement shall not be considered an Operating Expense (repayment of the Capital Investment shall be considered an Operating Expense pursuant to Section 5.5.1 of this Agreement);
  - (n) cost of replacements of pots, pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions;
  - (o) cost of ordinary maintenance and repair of the Facility and the equipment, Additional Equipment and replacements thereof;
  - (p) cost of ordinary housekeeping of the Facility;
  - (q) costs of travel, lodging related to **VENUWORKS** corporate staff as required by the **CITY** or

authorized by the City Manager or designee.

**EXHIBIT D  
COMMISSION EXAMPLES**

**FOOD & BEVERAGE SALES COMMISSION EXAMPLE:**

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

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

**CONTRACT OBLIGATED INCOME COMMISSION EXAMPLE:**

|  |          |
|--|----------|
| Total Advertising Sales for Plumbing Services          | \$50,000 |
| ■ <i>Less: Fulfillment costs for plumbing services</i> | \$10,000 |
| COMMISSIONABLE ADVERTISING SALES PLUMBING              | \$40,000 |
| ■ <i>Commission to VenuWorks (5%)</i>                  | \$2,000  |
| Net Advertising Sales Plumbing to City                 | \$38,000 |

EXHIBIT E  
VENUWORKS FINANCIAL MANUAL SECTION 4.0

14.0 FINANCIAL INFORMATION

14.2 Month End Process, Reports and Timeline

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

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

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

14.1.3. The monthly package should include the following reports.

14.1.3.1. P & L Lead Sheet

14.1.3.2. Balance sheet

14.1.3.3. A-R Aging

14.1.3.4. A-P Aging

14.1.3.5. Attendance Report

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

14.3. Income Statement (P&L Lead Sheet)

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



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

- 14.3.1.1. Current Month Actual
- 14.3.1.2. Previous Year Month Actual
- 14.3.1.3. Current Month Budget
- 14.3.1.4. Current Year-to-Date Actual
- 14.3.1.5. Current Year-to-Date Budget
- 14.3.1.6. Annual Approved Budget
- 14.3.1.7. Year End Forecast

#### 14.4. Monthly Forecasting

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

#### 14.5. Balance Sheet

- 14.5.1. The balance sheet provides information about the nature and amounts of investments in enterprise resources, obligations to creditors, and the fund transfer in net resources. The balance sheet provides a basis for (1) computing rates of return, (2) evaluating the capital structure of the enterprise, and (3) assessing its liquidity and financial flexibility. In order to judge enterprise risk, and assess future cash flows, one must determine enterprise liquidity and financial flexibility by analyzing the balance sheet.
- 14.5.2. The facility's balance sheet is classified into three areas:
  - 14.5.2.1. Assets: Generally these are current assets that are expected to be converted into cash, sold, or consumed either within one year or within the operating cycle, whichever is longer.

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

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

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

#### 14.6. Reconciliations

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

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

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

#### 14.7. Event Profit and Loss Statements

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

#### 14.8. Yearly Audit Review of Finance Manual

- 14.8.1. On an annual basis, VENUWORKS Corporate Office will conduct a review of the accounting policies and procedures of Facility.
- 14.8.2. All concerns and comments will be communicated to the Business Manager and Executive Director upon completion of the review. A written on-site visit report will be filed with the President and the Vice President of VENUWORKS, Inc within one month of completion of the review, along with any recommendations or concerns. A written response may be required at the discretion of the Chief Financial Officer.



**REGULAR AGENDA ITEM NO. 8B**

FOR COUNCIL: June 27, 2016

**SUBJECT:** Consideration of adoption of an ordinance amending Chapter 44 of the Bloomington City Code to allow for “artisanal/craft production and retail” as a permitted use in the B-1, B-2, B-3, M-1 and M-2 Districts.

**RECOMMENDATION/MOTION:** That an ordinance amending Chapter 44 of the Bloomington City Code to allow for “artisanal/craft production and retail” as a permitted use in the B-1, B-2, B-3, M-1 and M-2 Districts be passed, and that 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 a. Retention and growth of current local businesses. Objective b. Attraction of new targeted businesses that are the “right” fit for Bloomington. Objective e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** Recently, City staff has received a number of inquiries regarding small scale production and retail, including, but not limited to, microbreweries and other small-scale alcohol manufacturing. The City’s current Zoning Code only contemplates the extremes of production—either at-home as a home occupation or in a large-scale manufacturing district. In April 2016, a petition for a text amendment to Chapter 44 allowing for a “microbrewery” was submitted by a petitioner interested in moving his microbrewery business outside of his home and into the Bloomington market place. Staff recognizes small-scale alcohol production as one element of the buy local movement, and views this original petition as an opportunity to extend the idea of small-scale, on-site production and retail to other types of artisanal production.

At the May 25, 2016 Planning Commission meeting Staff proposed the creation of a broader “artisanal/craft production and retail” category and recommended that this use be permitted in the business and manufacturing districts. The proposed text amendment was approved by the Planning Commission.

The proposed text amendment would decrease barriers for local entrepreneurs and small scale developers by providing them with a first-step, or transitional opportunity for taking their home-based hobbies to the marketplace. It aligns with Chapter 6 and Chapter 7 of the City of Bloomington Comprehensive Plan 2035, in particular, goals striving to promote a culture of entrepreneurship, improve the City’s image as a business friendly community, and advancing tourism based economic development.

**PLANNING COMMISSION:** This case was before the Bloomington Planning Commission for a public hearing and review on May 25, 2016. Prior to the hearing a letter of support was submitted by the McLean County Chamber of Commerce. One citizen, outside of the applicant, spoke in favor of the petition; no one spoke in opposition to the petition. The Commission recommended approval by a vote of 6-1. This recommendation is consistent with staff's position. The amendment brought before Council has been modified for clarity by City legal staff, but does not differ in any substantive way from the language recommended by the Planning Commission.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code.

**FINANCIAL IMPACT:** The proposed text amendment encourages economic development, growth of local entertainment and/or tourism attractions, and should result in future tax revenues for the City. It should also result in unique job opportunities for citizens.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

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

Recommended by:



David A. Hales  
City Manager

- Ordinance for Text Amendment
- Petition for Text Amendment
- Letter of Support from McLean County Chamber of Commerce
- Planning Commission Report for 5-25-16
- Planning Commission Minutes for 5-25-16

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Motion: That an ordinance amending Chapter 44 of the Bloomington City Code to allow for “artisanal/craft production and retail” as a permitted use in the B-1, B-2, B-3, M-1 and M-2 Districts be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 44, SECTIONS 44.3-2 AND 44.6-30 OF THE BLOOMINGTON CITY CODE**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for requesting the amendment of Chapter 44, Sections 44.3-2 and 44.6-30 of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the Bloomington Planning Commission determined that the text amendment in said Petition, as amended by staff to provide for craft/artisanal production and retail, as set forth in Exhibit "A" attached and incorporated into this Ordinance, is in the public interest and in agreement with the City of Bloomington Comprehensive Plan; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and amend Section(s) of Chapter 44 of the Bloomington City Code.

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

1. That Chapter 44, Sections 44.3-2 and 44.6-30 of the Bloomington City Code, 1960, as amended, shall and the same are hereby amended as hereinafter printed in Exhibit "A"
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 27<sup>th</sup> day of June, 2016.

APPROVED this \_\_\_\_\_ day of June, 2016.

APPROVED:

\_\_\_\_\_  
Tari Renner  
Mayor

ATTEST:

\_\_\_\_\_  
Cherry Lawson  
City Clerk

\_\_\_\_\_  
Jeffrey R Jurgens  
Corporate Counsel

EXHIBIT “A” Text Amendments

SEC. 44.3-2 DEFINITIONS

ARTISANAL/CRAFT PRODUCTION AND RETAIL: Any business establishment that produces on the premises articles for sale of artisan quality or effect or handmade workmanship. Examples include, but are not limited to: candle making, soap making, glass blowing, printmaking, jewelry, and metal work. This category also includes small-scale alcohol production, where beverages are manufactured in quantities not to exceed the limits of a Limited Wine Manufacturer, Craft Distiller, or Class 1 Brewer, as defined in 235 ILCS 5/5-1.

SEC. 44.6-30 TABLE OF AUTHORIZED PRINCIPAL USES IN EACH ZONING DISTRICT

| <b>D-Specialty Shops-Retail Sales</b> | <b>B-1</b> | <b>B-2</b> | <b>B-3</b> | <b>M-1</b> | <b>M-2</b> |
|---------------------------------------|------------|------------|------------|------------|------------|
| Artisanal/craft Production and Retail | P          | P          | P          | P          | P          |





## EXHIBIT A

A. Amend Section 44.3-2 definitions by inserting the following:

### **Microbrewery with Tasting Room**

Micro-Brewery: A facility that produces fermented malt beverages on site in quantities not to exceed 930,000 gallons (30,000 barrels) per year and includes an accessory tasting room. The tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited.

By: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMMEND THE TEXT OF CHAPTER 44, SECTION(S)  
44.3-2 AND 44.6-30 OF THE BLOOMINGTON CITY CODE, 1960**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition praying for the amendment of Chapter 44, Section (s) 44.3-2 and 44.6-30 of the Bloomington City code, 1960; and

WHEREAS, the Bloomington Planning and Zoning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the text amendment prayed for in said Petition is in the public interest; and

WHEREAS, the City Council of said City has the power to pass this Ordinance to amend said Section (s) of Chapter 44 of the Bloomington City Code-1960.

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

1. That the Chapter 44, Section (s) 44.3-2 and 44.6-30 of the Bloomington City Code-1960 shall and the same are hereby amended as hereinafter printed in Exhibit "A".

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## Lil Beaver Brewery

I have been managing all the beer for the Bruegala Beer Festival since 2008. During this time I have offered samples of my homebrew beer during the festival and the fans have consistently asked for more. In 2015 I placed 2nd in the two largest homebrew festivals in the country and decided it's time to take this from a hobby to a business.

The craft beer industry continues to grow at an amazing rate, and I feel Bloomington is a good location for us to start our brewery. Lil Beaver Brewery LLC wishes to open up a nano brewery in a B-1 zoned building on the south side of Bloomington. Our funding is in place, but we need to be sure the city will allow us to operate our business in a way we feel will be profitable and allow for growth before we sign a lease.

This is a rapidly growing industry around the country, and below are a list of items that we feel would help our business thrive in this market. These are common offerings in various cities around the country, but with the size of brewery we would like to open many are critical to our success. Our hope is to sell about  $\frac{2}{4}$  of our product directly to customers, and the remaining  $\frac{1}{4}$  to local bars and restaurants, many of which have already agreed to buy our products as soon as it's available.

*Definitions of some of the terms used can be found below.*

- The ability to operate a taproom
  - We would like to partner with local food trucks to offer a variety of food options during typical dining hours
- The ability to sell 12oz glasses of beer directly to our customers
- The ability to fill growlers and sell crows to our customers
- The ability to sell pre-packaged 22oz bottles to our customers
  - Some bottles will be available regularly, others will be sold during special release events
- The ability to host an annual party offering a very limited beer for sale only at this time

Taproom - essentially a brewpub without a kitchen. It allows customers to try products that may not be produced in large enough quantities to distribute, such as test batches and very limited special release products.

Growlers - a 32oz or 64oz container which a customer brings to the brewery to be filled, then taken home to drink. Growlers are not opened at the brewery.

Crowler - a 32oz single use disposable aluminum can version of a growler.

There are no set in stone definitions for craft brewery, micro-brewery or nano-brewery.

First off, a brewery is a place that makes beer. Breweries brew beer in "batches" like a batch of cookies. Each batch produces a set number of gallons or barrels of beer. The size of each batch is limited by the size of the equipment available to the brewery. The common

measurement used in breweries is a barrel, abbreviated bbl, and the equivalent of 31 gallons of finished beer.

A micro-brewery typically uses between a 30 to 60 barrel brew system. The brewery typically only has one brew system, unlike Craft breweries which can have several brewing systems. At a micro-brewery the system will produce about one batch of beer a day to one batch of beer every other day.

A nano-brewery usually uses a 7.5 barrel systems (1/3 to 1/10th the size of a microbrewery) and produces beer at the rate of a few batches a week. This puts the total output of a nano-brewery at 1,000 barrels per year.

How does this compare to a brew pub? A brew-pub typically produces 15,000 or less barrel of beer each year and 75% or more of the beer is consumed at the pub (not sold to other pubs). A typical brew pub produces beer on a 3-7.5 barrel system at the rate of one batch every few days. This means a brew pub and nano-brewery produce about the same volume of beer each year.

What is a pico brewery? A pico-brewery is smaller than a nano-brewery. The common definition for pico-brewery is a brewery that uses a 1-3bbl system. If a pico brewery produces beer every other day (which is considered very high output for a pico-brewery) they will produce just over 500 barrels a year.

Thank you,

Chad Bevers  
309-838-3922



May 17, 2016

Mr. Tom Dabareiner  
315 E. Washington Street  
Bloomington, IL 61701

Dear Mr. Dabareiner,

I am writing on behalf of a potential new business locating in the City of Bloomington.

I was recently approached by Mr. Chad Bevers who is currently pursuing the opening of a small brewery and taproom at 16 Currency Drive, Unit B in Bloomington. The proposed business does have an issue that requires the City's assistance. Mr. Bevers who is working on opening the "Lil Beaver Brewery" has petitioned the city to alter the zoning code with a text amendment to allow for a microbrewery in a B-1 zone.

The Chamber believes this new business would provide a unique opportunity for jobs, entertainment and tourism as well as tax dollars to the City of Bloomington. It is our ask that an amendment to the city's zoning code can be agreed to for the benefit of not only this proposed business, but to others like it in the future.

Thank you for your time and consideration in this matter.

Best Regards,

A handwritten signature in black ink that reads 'Charles M. Moore'.

Charles M. Moore  
President and CEO



**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
MAY 25, 2016**

| <b>SUBJECT:</b> | <b>TYPE:</b>  | <b>SUBMITTED BY:</b>          |
|-----------------|---|-------------------------------|
| Z-17-16         | Zoning Text Amendment to Chapter 44 to Section 44.3-2 and 44.6-30 defining and allowing for “artisanal/craft production and retail” in the B-1, B-2, B-3, M-1, and M-2 Districts as permitted uses, respectively. | Katie Simpson<br>City Planner |

**REQUEST**

To recommend a Zoning Text Amendment to Chapter 44 to Section 44.32 and 44.6-30 defining and allowing for “artisanal/craft production and retail” in the B-1, B-2, B-3, M-1, and M-2 Districts as permitted uses, respectively.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: Lil’ Beaver Brewery, Chad Bevers

**Background**

Recently, the City has received a number of inquiries from perspective microbreweries and others regarding local regulations pertaining to artisanal/craft-oriented uses. At the moment, the City’s Zoning Code considers either large scale production and classifies Brewery as “Food and Kindred Production” which is allowed only in the M-1 and M-2 Districts, or requires the sale of food and onsite consumption by classifying these activities as “restaurants” or “bars”. These categories are incompatible for the smaller, artisanal markets which may not wish to sell food and desire to sell their products to be consumed off site, such as micro and nano breweries and distilleries. In their March 2014 issue of “Zoning Practice”, the American Planning Association (APA) acknowledged the recent burst in small scale alcohol production including microbreweries, wineries and distilleries. However, according to the APA, many zoning codes, such as the City of Bloomington’s, lack clear definitions and direction for business owners and developers. Explicit sanctions and regulations can encourage and help guide entrepreneurs and small scale developers.

Small-scale alcohol production is one element of the buy-local movement. Many artisanal entrepreneurs begin at home but quickly outgrow their workspaces. Currently our Code precludes spaces for small producers, such as specialty cheeses stores and artisan bakeries, glass blowing and the like, to operate outside of manufacturing districts. There is no category of use in the City’s Code that allows for onsite production and retail of artisanal items, including alcoholic

products, in smaller spaces contemplated in our business districts. Amending our Code will help local entrepreneurs transition from their homes into a larger market.

**Project Description**

Like so many small scale brewers, the petitioner began brewing beer as a hobby in his basement. Over the years, he has participated in local and national festivals including the Brugala Beer Festival. The petitioner is interested in turning his hobby into a trade and opening a local micro-brewery. Our Code does not currently consider this use. Therefore, the petitioner has proposed a Zoning Text Amendment to Chapter 44 Sections 3-2 and 6-30 to include the definition of a “microbrewery” and allow a microbrewery as a permitted use in the B-1 district.

Staff views this as an opportunity to decrease barriers for local entrepreneurs and promote local business. Staff would like to extend this idea of small scale on-site production to include other artisanal uses.

Staff proposes that the following definition be added to Chapter 44 Section 3-2 of the City’s Code:

Artisanal/Craft Production and Retail: Any business establishment that produces on the premises articles for sale of artisan quality or effect or handmade workmanship. Examples include but are not limited to: candle making, soap making, glass blowing, printmaking, jewelry, and metal work. This category also includes small scale alcohol production\* outlined and defined in (235 ILCS 5/5-1) (from Ch. 43, par. 115).

\*production amounts and distribution requirements regulated by the Illinois Municipal Code and Chapters 6 and 26 of the City Code.

Staff proposes that the following uses be added to the Permitted Use table in Chapter 44 Section 6-30 of the City’s Code;

| <b>D-Specialty Shops-Retail Sales</b> | <b>B-1</b> | <b>B-2</b> | <b>B-3</b> | <b>M-1</b> | <b>M-2</b> |
|---------------------------------------|------------|------------|------------|------------|------------|
| Artisanal/Craft Production and Retail | P          | P          | P          | P          | P          |

**COMPLIANCE WITH COMPREHENSIVE PLAN:**

The proposed zoning text amendment corresponds with a number of goals outlined in Chapters 6 and 7 of the City of Bloomington Comprehensive Plan 2035. These goals include:

- Ensure a broad range of employment opportunities for residents
- Enhancing Bloomington’s image as a business friendly community
- Fostering a culture of entrepreneurship
- Leveraging community assets to attract businesses
- Advocating legislation to foster entrepreneurship
- Promoting Tourism Based Economic Development



**Other Municipalities:**

Other neighboring municipalities which have added small scale alcohol production to their ordinances.

| <b>Municipality</b> | <b>Use</b>       | <b>Definition</b>   | <b>Additional Information</b>  |
|---------------------|------------------|---|--|
| Carbondale          | Micro Brewery    | No less than 100 barrels and no more than 15,000 barrels per year   | Single location production, onsite consumption, retail sale of goods, food and beverages     |
| Carbondale          | Micro-distillery | No less than 100 gallons and no more than 5,000 gallons per year  | Single location production, onsite consumption, retail sale of goods, food and spirits       |
| Carbondale          | Winery           | An establishment that produces wine using products fully or partially grown on site                             | Single location production, onsite consumption, retail sale of goods, food and wine products |
| Urbana              | Microbrewery     | Produces less than 15,000 barrels per year.   | May include a tasting room and retail space  |
| Glenview            | Brewpub          | Beer is brewed or manufactured with the primary distribution in an adjoining restaurant                         | Food is served   |
| Glenview            | Craft Brewery    | Quantities not exceeding Illinois Craft Brewer’s License  | May include a tasting room where beer manufactured onsite is served                          |
| Palatine            | Microbrewery     | Public place or establishment that engages in the production, manufacturing or brewing of beer on premises      | Beer dispensed on premise and packaged for retail sale                                       |
| Evanston            | Microbrewery     | Facility produces fermented malt beverages on site in quantities not to exceed 930,000 gallons (30,000 barrels) | Tasting room as an accessory   |
| Evanston            | Micro-distillery | Facility produces alcoholic beverages in quantities not to exceed 35,000 gallons per year                       | Tasting room as an accessory   |

**STAFF RECOMMENDATION:**

Staff recommends the Planning Commission **approve** a motion recommending the City Council Amend Chapter 44 Sections 4-3 and 6-30 of the City’s Code to include:

- 1). the definition of Artisanal/Craft Production and Retail: Any business establishment that produces on the premises articles for sale of artisan quality or effect or handmade workmanship. Examples include but are not limited to: candle making, soap making, glass blowing, printmaking, jewelry, and metal work. This category also includes small scale alcohol production\* outlined and defined in (235 ILCS 5/5-1) (from Ch. 43, par. 115).
- 2). Artisanal/Craft Production and Retail shall be a permitted use in the B-1, B-2, B-3, M-1, and M-2 districts.

Respectfully submitted,  
 Katie Simpson  
 City Planner

Attachments:  
 Ordinance, Exhibit “A” Text Amendments, Petition for Text Amendment

**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, MAY 25, 2016, 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Boyd, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Chairman Stanczak

**MEMBERS ABSENT:** Mr. Suess

**OTHERS PRESENT:** Mr. Tom Dabareiner, Community Development Director; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Steve Rasmussen, Assistant City Manager.

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:04 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present.

**PUBLIC COMMENT:** There being no public comments the Commission moved on to approval of the minutes.

**MINUTES:** The Commission reviewed the April 27, 2016 minutes. Mr. Barnett moved to approve the April 27, 2016 minutes; Mr. Pearson seconded the motion, which passed unanimously by a voice vote of 8-0.

**REGULAR AGENDA:**

**Z-17-16 Public hearing, review and action on the petition submitted by Lil' Beaver Brewery requesting the approval of a Zoning Text Amendment to Chapter 44 to Section 44.32 and 44.6-30 defining and allowing for "artisanal/craft production and retail" in the B-1, B-2, B-3, M-1, M-2, Districts as permitted uses, respectively.**

Chairman Stanczak introduced the case. Ms. Simpson presented City Staff's report. She indicated staff was in favor of the text amendment, as presented. She indicated the City has been approached by a microbrewery start-up but the zoning code does not allow this use, along with similar uses where an entrepreneur would want to hand make their product and sell the product retail on site, such as small as small-scale cheese, alcohol or soap production. Ms. Simpson noted the relationship of expanded business uses to the comprehensive plan goals. She added this new category provides a small, first step for entrepreneurs who wish to take their home-based hobbies to the marketplace without having to jump into large scale production immediately. Mr. Balmer asked whether this designation would change with the new code update; Ms. Simpson responded that the language is intended to carry-over.

Mr. Pearson asked if the microbrewery needs to get a liquor license prior to opening; Ms. Simpson responded affirmatively. Mr. Boyle added that the City does not currently have a license that fits this use, so one would likely need to be created. Mr. Dabareiner stated that the need for the category was prompted by the potential microbrewery but it is not the only reason to create the category. Mr. Pearson asked about a distance requirement from schools, etc.; Mr. Boyle stated that there is 100-foot distance requirement within the liquor code, which would apply here. Mr. Protzman asked whether this same category applied to the defunct Illinois Brewing Company or the former Bombay Bicycle Club; Mr. Balmer noted that these examples were restaurants as a principle use.

Chad Bevers, 302 N. Delane, Heyworth, Illinois, was sworn in. Mr. Bever praised staff for their cooperation during his due diligence period. He responded that he was aware of the distance requirement, which came into play as he was selecting sites. He explained that his business will open at about 4:00PM, so would not conflict with other business where he is likely to locate. He discussed the success of his crowd-funding effort. Mr. Bevers noted the expense of the brewery equipment and stated that adding a kitchen up front would be cost-prohibitive, but snack foods would likely be available.

Gale Thomas, 1505 Bear Creek Drive, was sworn in. He introduced himself as a business partner with Mr. Bevers. He indicated that their goal is to cater to a finicky craft beer crowd and expects visitors from all over the Midwest.

Chairman Stanczak closed the public hearing. Mr. Pearson asked about the definition of a microbrewery; Mr. Dabareiner noted that the actual definition for microbrewery and other sizes of breweries are provided by the state of Illinois, and then added that a broader use category is the focus for the Commission. Mr. Boyle indicated that the next step would be to define a new category of liquor license. Mr. Protzman reminded everyone that the discussion has focused on liquor, but that this is a new land use category being created. Mr. Dabareiner explained that when staff considers text amendments it is common to look at other communities to see if there is existing code upon which to model the proposed text.

Mr. Balmer motioned to approve the zoning code text amendments for a new land use category; seconded by Mr. Protzman. Mr. Barnett noted that the Chamber of Commerce sent a letter endorsing the concept and believes that staff's recommendation will help foster the spirit of entrepreneurship. The motion to recommend passed by a vote of 6-1 with the following votes being cast on roll call: Mr. Protzman-yes; Mr. Barnett -yes; Mr. Pearson-no; Mr. Balmer-yes; Ms. Schubert-yes; Mr. Scritchlow-yes; Mr. Boyd-yes; Chairman Stanczak-yes. Chairman Stanczak noted that the case would go before Council on June 27, 2016.

## **ADJOURNMENT**

Mr. Scritchlow motioned to adjourn; seconded by Mr. Protzman, which passed unanimously by voice vote. The meeting was adjourned at 4:52 PM.