

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, June 11, 2012.

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

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

**Aldermen:** Judy Stearns, Mboka Mwilambwe, Bernard Anderson, David Sage, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

**PUBLIC COMMENT:** Mayor Stockton opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Chuck Montgomerie, 1711 Gregory St., Normal, addressed the Council. He informed the Council that he had recently purchased a home in the City. He currently served as the Bloomington Normal Board of Realtor's Treasurer. His daughter and son-in-law own and operate Rooms Direct located at 1344 E. Empire. David Namoff, son-in-law, was currently out of state. He did not believe that a new Ashley Furniture store would generate the projected sales taxes. He noted that Rooms Direct currently paid the full sales tax rate. The proposed agreement would interfere with a free and open marketplace. Entrepreneurs were good for the community. There should not be any government incentives. As a realtor, he understood economic development. He noted the redevelopment of the College Hills Mall. The Namoffs have invested \$900,000 in their building. They currently sell Ashley Furniture.

Alton Franklin, 508 Patterson Dr., addressed the Council. He echoed Mr. Montgomerie's comments. It appeared that the Council was taking existing businesses for granted. They had been here in good times and bad. As a courtesy, the Council should provide a level playing field. Ashley Furniture wanted to become part of this thriving community. The Council would be giving a new competitor an advantage. The real estate market was depressed.

The Council had placed gateways before the Constitution Trail. He believed that this decision was inappropriate. This was a great community.

Bruce Meeks, 1402 S. Wright, addressed the Council. He had attended Council meetings a few months ago. He cited openness and transparency. The Council had left out/avoided his recommendations. His recommendations had not been published on the City's web site. He cited a noise ordinance, a redistricting map, and updating the City Code. He expressed his opinion that the code was still out of date. He challenged the Council to place his recommendations on a meeting agenda. He recommended that the Council start with his noise ordinance. He thanked the Council for their efforts. Finally, he stated his opposition to gateways.

Mike Bruegge, 1604 Bentbrook Ct., Champaign, addressed the Council. He owned/operated Ashley Furniture Stores in Champaign and Peoria. He requested the Council's support for this new store. The agreement would keep tax dollars in the City. He believed that a tremendous amount of tax dollars were currently leaving the community. He cited the need for additional floor space. Businesses needed other businesses. Colonial Plaza would thrive again. This agreement was a tremendous approach. He expressed his appreciation to City staff for their efforts to address the facts.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He addressed economic development. He noted that Mr. Bruegge owned stores in Champaign and Peoria. He did not believe that \$150,000 was the deciding factor. He cited the US Cellular Coliseum, (USCC), report. The facility was operating in the red. Citizens were told that the building would pay for itself. The USCC did not have a strong performance. He also addressed the Bloomington Center for the Performing Arts, (BCPA). The Council needed to set priorities regarding quality of life. The masses were paying for the benefits for the few. He questioned the percentage of tickets sold to City residents at the USCC and BCPA.

**The following was presented:**

SUBJECT: Council Proceedings of May 14, 2012

**RECOMMENDATION:** That the reading of the minutes of the previous Council Proceedings of May 14, 2012 be dispensed with and the minutes approved as printed.

**BACKGROUND:** The Council Proceedings of May 14, 2012 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:

Recommended by:

Tracey Covert  
City Clerk

David A. Hales  
City Manager

**Motion by Alderman Anderson, seconded by Alderman Sage that the reading of the minutes of the previous Council Meeting of May 14, 2012 be dispensed with and the minutes approved as printed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on Thursday, Thursday, June 7, 2012 by posting via the City's web site.

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

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

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Patti-Lynn Silva  
Director of Finance

David A. Hales  
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Appointment to the Fire Pension and Police Pension Boards

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

**BACKGROUND:** I ask your concurrence in the appointment of Curt Oyer of 2501 E Washington #6, Bloomington 61704 to the Fire Pension Board.

I ask your concurrence in the appointment of Patti-Lynn Silva of 1106 Lockenvitz Lane #2, Bloomington 61704 to the Police Pension Board. Her three (3) year term will begin June 11, 2012.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Kathryn Buydos  
Executive Assistant

Recommended by:

Stephen F. Stockton  
Mayor

**David Hales, City Manager, recognized the appointment of Curt Oyer to the Fire Pension Board and Patti-Lynn Silva to the Police Pension Board.**

**Mayor Stockton stated that these appointments were made at the request of Mr. Hales. Mr. Oyer had served on the Police Pension Board for fourteen (14) years. He recognized his financial expertise. Mr. Oyer would be moved to the Fire Pension Board.**

**Mr. Hales added that Tracey Covert, City Clerk, had been removed from the Fire Pension Board. Tim Ervin, Performance Auditor/Budget Manager, would remain on the Fire Pension Board. He cited the financial impact – pension costs, duty disability, etc.**

**Mayor Stockton stated that he had accepted Mr. Hales' recommendation.**

**Mr. Oyer was a CPA, (Certified Public Accountant). He had twenty-five (25) years of public accounting. He had also been employed in the private sector. He was currently employed at a non for profit agency.**

**Mayor Stockton stated his appreciation for the service of volunteers.**

**Motion by Alderman Anderson, seconded by Alderman Sage that the appointments be approved.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT: Payment to Bloomington Country Club for Restoration of Golf Course Property Following Work Related to the Locust St. CSO Elimination and Water Main Replacement Project Phase 1**

**RECOMMENDATION: That the payment to Bloomington Country Club (BCC) in the amount of \$34,130 be approved.**

**BACKGROUND: As part of the ongoing Locust St. CSO elimination project, the City has installed a new thirty inch (30") sanitary sewer across BCC property. Installation of this sewer included an open cut trench across a fairway, two (2) bore pits in the rough area, and disturbance of two (2) sand traps. Because the BCC was concerned that the golf course be properly restored following sewer construction, the approved Easement Agreement required that BCC's staff perform surface restoration and the costs be reimbursed by the City.**

The BCC finish graded the area, rebuilt the bunkers, installed 1,555 square yards of Bluegrass sod, installed 1,000 square yards of Bentgrass sod, and seeded other areas. The final invoice includes all material, equipment and labor utilized for that work. Staff has reviewed the invoice and found the costs to be reasonable.

While this restoration completes work across the fairway, the City is still actively working on Country Club Place roadway. The roadway work will be completed by November 2, 2012. As a result of this work, there may be additional golf course restoration work performed by BCC's staff, and additional reimbursement from the City to BCC.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** BCC.

**FINANCIAL IMPACT:** BCC required this work be performed by its staff. The cost of this work is not eligible for reimbursement under the IEPA Loan. Work must be competitively bid to be eligible for loan funds.

Therefore, payment to the BCC will be made from City funds as follows:

Storm Water	(55100-72550)	\$ 17,065
Sewer	(52100-72550)	<u>\$ 17,065</u>
Total		\$ 34,130

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

Jim Karch, PE CFM  
Director of Public Works

Timothy Ervin  
Performance Auditor/  
Budget Manager

Patti-Lynn Silva  
Director of Finance

Reviewed as to legal sufficiency:

Reviewed by:

Recommended by:

J. Todd Greenburg  
Corporation Counsel

Barbara J. Adkins  
Deputy City Manager

David A. Hales  
City Manager

**Motion by Alderman Anderson, seconded by Alderman Sage that the payment to Bloomington Country Club in the amount of \$34,130 be approved.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Agreement with Motorola Solutions Service

**RECOMMENDATION:** That the Agreement with Motorola Solutions Service, Schaumburg, IL, in the amount of \$23474.64 be approved and the Mayor and City Clerk be authorized to execute to necessary documents.

**BACKGROUND:** Staff requests to renew a Service Agreement with Motorola Solutions. The agreement covers critical infrastructure of the Communications Center's radio system. The agreement includes onsite infrastructure response, dispatch service, and infrastructure repair with advanced replacement. The agreement covers the operator positions in the Communications Center, as well as associated equipment in the lower level equipment room. The equipment covered includes the CD1250 mobiles radios, XTL5000 Starcom consoles, channel combiner, and switch. The agreement also specifies response times for repairs based on the severity of the issue. This is critical due to the very important nature of the Police Department's communications needs. Without the agreement, any repairs would be on a time and materials basis with no guaranteed response time. The term of the agreement is July 1, 2012 to June 30, 2013.

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

**FINANCIAL IMPACT:** The cost of Agreement is \$23,474.64. Funds have been budgeted for this purpose in the Communications Center budget, 10015118-70990, Other Purchased Services. Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Recommended by:

Randall D. McKinley  
Chief of Police

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager

**Motion by Alderman Anderson, seconded by Alderman Sage that the Agreement with Motorola Solutions Service, Schaumburg, IL, in the amount of \$23,474.64 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Agreement with Word Systems, Inc. for Technical Services

**RECOMMENDATION:** That the Agreement with Word Systems, Inc., Indianapolis, IN, in the amount of \$14,500 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**BACKGROUND:** Staff requests to renew a Technical Services Agreement with Word Systems, Inc. The agreement provides support on equipment and software related to the Communications Centers Nice Log 40 Channel Digital Logger. The digital logger records all of the telephone and radio traffic as required by state statute. The term of the agreement is for three (3) years, July 1, 2012 to June 30, 2015.

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

**FINANCIAL IMPACT:** The cost for the initial term is \$14,500. Funds have been budgeted for this purpose in the Communications Center budget, 10015118-70530, Repair/Maintenance, Office and Computer Equipment.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Recommended by:

Randall D. McKinley  
Chief of Police

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager

**Motion by Alderman Anderson, seconded by Alderman Sage that the Agreement with Word Systems, Inc., Indianapolis, IN, in the amount of \$14,500 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**



**The following was presented:**

**SUBJECT:** Professional Services Contract for the Bloomington Center for Performing Arts (BCPA)

**RECOMMENDATION:** That the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**BACKGROUND:** Staff respectfully requests approval of contract to engage persons and/or groups represented by: Off Broadway Booking, LLC to perform services in the BCPA in October 2012. Contract expenses will be \$24,000. The contract price covers the performing artist fees for a musical coming to the BCPA later this year. For proprietary and competitive advantage reasons we do not mention the acts by name in the staff back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often, however virtually all artists are provided with meals and non-alcoholic beverages.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The selection of these artists was coordinated with the Cultural Commission and the BCPA's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract community involvement and contribute to the public service mission of the BCPA.

**FINANCIAL IMPACT:** Funding for these contracts was budgeted in account 21101100-70220 of the BCPA's Fiscal Year (FY) 2013 budget, to be offset by future revenues from ticket sales, grants, playbills, concessions, advertising and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging. The unaudited unreserved fund balance for FY 2012 for the BCPA is \$461,612.04. This balance includes the compilation of fiscal year revenues and expenditures, but does not include any potential audit adjustments that may be made for FY 2012.

Respectfully submitted for Council consideration.

Prepared by:

John R. Kennedy, Director of  
Parks, Recreation & Cultural Arts

Reviewed by:

Barbara J. Adkins  
Deputy City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg  
Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Anderson, seconded by Alderman Sage that the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Acquisition of Right of Way from 1609 S. Morris Ave. for the Morris Ave. Reconstruction Project

**RECOMMENDATION:** That the Acquisition be approved, and the Mayor and City Clerk to be authorized to execute the necessary documents.

**BACKGROUND:** At the March 12, 2012 City Council Work Session, staff provided a presentation regarding the use of Motor Fuel Tax Funds for major road reconstruction projects. Based on the presentation and resulting discussion, Council recommended that staff pursue the reconstruction of Morris Ave. between Six Points Rd. and Fox Hill Circle. Pursuant to this recommendation, staff has negotiated the acquisition of required additional right of way and easements from the property owners along the project. Four of the five required acquisitions were authorized at the May 29, 2012 Council Meeting. In lieu of payment for the acquisitions, most property owners requested improvements to their properties. The owner of the subject property did not request any property improvements, but desires payment of \$5,252. The value per square foot is \$3.32 which is consistent with other City purchases performed during the past few years.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** David Bruce, tenant, and Mike Horstman, owner's attorney.

**FINANCIAL IMPACT:** The Fiscal Year (FY) 2012 budget included \$60,000 for property acquisition relative to this project. These funds were not spent during FY 2012. Funding for property acquisition was not included in the FY 2013 budget since negotiations indicated that most property owners wanted improvements in lieu of payment. The owner of the subject property preferred payment of \$5,252 instead of property improvements. Payment to the AEP, LLC will be from Motor Fuel Tax Funds (20300300-72530). Funds are readily available for this project as no money from the original appropriation were incurred in FY 2012.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Jim Karch, PE CFM  
Director of Public Works

Patti-Lynn Silva  
Director of Finance

Barbara J. Adkins  
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporate Counsel

David A. Hales  
City Manager

### CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between AEP, L.L.C., hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

1. DESCRIPTION, PRICE AND PAYMENT:

Right-of-Way Property

The north 132 feet of the east 12 feet of Lot 14 in a Subdivision of the Southeast ¼ of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, containing 0.036 acres, more or less, Mclean County, Illinois. Parcel ID No. 21-08-457-006

Buyer agrees to pay \$ 5,252.00 to seller as follows:

A. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 8;

B. To be held in escrow until closing;

C. To be delivered to Seller, receipt of which is hereby acknowledged;

2. EVIDENCE OF TITLE: Buyer shall obtain written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owner's policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owner's title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to

the said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 31<sup>st</sup> day of May, 2012.

4. **INSURANCE:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES:** Seller shall pay all general real estate taxes assessed for 2011 and Buyer shall pay all such taxes assessed for 2012 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.
6. **ENCUMBRANCES:**
  - A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
  - B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title un-merchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
7. **PERSONAL PROPERTY:** (Deleted)
8. **FINANCING:** (Deleted)
9. **TERMITE PROVISION:** (Deleted)
10. **EQUIPMENT & INSPECTIONS:**
  - A. Equipment: (Deleted)
  - B. Initial Inspections: (Deleted)
  - C. Radon Testing: (Deleted)
  - D. Well/Septic Testing: (Deleted)
  - E. Toxic or Hazardous Waste: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

F. Final Inspection: (Deleted)

11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)

12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

13. ADDITIONAL PROVISIONS:

A. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

B. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

C. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.

D. The purchase price includes compensation for removal of all landscaping, pavement, or other improvements within the proposed right-of-way area with no additional payment for loss of these items provided the following are completed:

(i) After construction is completed, Buyer will seed and install an erosion control barrier to replace the landscaping in the right-of-way and in adjacent areas that are disturbed by the construction in a timely manner sufficient to prevent erosion.

(ii) Buyer will replace the access drive and pavement in the right-of-way and any other area necessary with an access drive of at least the same width and with concrete of no less than 8 inches thick. In addition, the slope of the replacement access drive will be sufficient to allow a standard tractor trailer (WB-50), excluding low-boy trailers, to use that access drive to make deliveries to the Seller's property from the new road in either direction.

(iii) Buyer will construct a retaining wall as indicated in the attached drawing at a mutually agreeable location within the right-of-way.

E. Buyer will extend a new 1 – 1/2" water service across Morris Avenue to Seller's property and connect to the existing water piping at or near the property line.

F. Buyer will construct the new road, specified herein, no closer than 23 feet from the boundary of the right-of-way adjacent to the Seller's Property.

- G. Buyer will maintain public access to the Seller's property throughout construction process.
- H. Buyer will grant Seller the right and provide any easements necessary to attach and discharge water into the newly constructed storm water sewer at any time in the future at no charge to Seller.
- I. The requirements of Section 13 include, as applicable, continuing obligation of the Buyer and such obligations will survive and be enforceable by Seller after closing.

14. ESCROWEE: (Deleted)

15. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

16. PREPARATION AND APPROVAL: This Contract was prepared by Todd Greenburg, Buyer's attorney, and approved by Michael G. Horstman Jr., Seller's attorney.

17. SETTLEMENT: Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.

18. SELLER'S DISCLOSURE: The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

19. ATTORNEY'S FEES AND EXPENSES: Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. DEFAULT: In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.

21. ENTIRE AGREEMENT: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, and 6.

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER

AEP, L.L.C.

City of Bloomington, a Municipal Corporation

Teresa B. Storkey  
Manager

Stephen F. Stockton  
Mayor

Date: May 30, 2012

Date: June 12, 2012

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Anderson, seconded by Alderman Sage that the Acquisition be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Resolution for Appropriation of Motor Fuel Tax (MFT) Funds for the Morris Ave. Reconstruction Project

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

**BACKGROUND:** At the March 12, 2012 Council Work Session, staff provided a presentation regarding the use of MFT Funds for major road reconstruction projects. Based on the presentation and resulting discussion, Council recommended that staff pursue the reconstruction of Morris Ave. between Six Points Rd. and Fox Hill Circle. Pursuant to this recommendation, staff has negotiated the acquisition of additional right of way and easements and completed construction plans and specifications for the work. Upon approval from the Illinois Department

of Transportation (IDOT), the project will go out for bid. A condition of this approval will include an executed MFT Resolution.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT.**

**FINANCIAL IMPACT:** The Fiscal Year (FY) 2013 budget includes \$1,140,000 of MFT Funds (20300300-72530) for the construction project. The current cost estimate indicates that approximately \$1,000,000 of MFT Funds will be needed. Since the actual required funding amount will not be known until the project is bid and IDOT requires that a resolution for the entire required funding be executed by the Council before the project can be awarded, the Resolution includes the entire budget amount. If the low bid is below the budgeted amount, the City will have the ability to utilize these dollars on other MFT eligible projects.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

Jim Karch, PE CFM  
Director of Public Works

Barbara J. Adkins  
Deputy City Manager

Patti-Lynn Silva  
Director of Finance

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporate Counsel

David A. Hales  
City Manager

(IDOT RESOLUTION 2012 – 22 ON FILE IN CLERK’S OFFICE)

**Motion by Alderman Anderson, seconded by Alderman Sage that the Resolution be adopted.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of Famous Inc., d/b/a Famous Wines & Spirits, located at 1404 E. Empire, for a PAS liquor license, which will allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days week



**RECOMMENDATION:** Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that a PAS liquor license for Famous Inc., d/b/a Famous Wine & Spirits, located at 1404 E. Empire, be created, contingent upon compliance with all applicable health and safety codes.

**BACKGROUND:** The Bloomington Liquor Commissioner Richard Buchanan called the Liquor Hearing to order to hear the request of Famous Inc., d/b/a Famous Wines & Spirits, located at 1404 E. Empire, requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days week. Present at the hearing were Liquor Commissioners Richard Buchanan and Marabeth Clapp; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Vijaykomar “Visam” Patel, owner, and Sam Patel, Interim Store Manager, Applicant representatives.

Commissioner Buchanan opened the liquor hearing and requested that the Applicant explain this request. He noted that this application involved a change of ownership. Sam Patel, Interim Store Manager and Applicant representative, addressed the Commission. Commissioner Buchanan questioned if Mr. Patel was speaking on behalf of Vijaykomar Patel. Mr. Patel responded affirmatively. Vijaykomar Patel currently owned gas stations and hotels. Famous was a growing business which Mr. Patel wanted to add to his business holdings.

Commissioner Buchanan noted that Famous’ ownership would be a corporation. Mr. Patel noted that Vijaykomar Patel was the sole stockholder.

George Boyle, Asst. Corporation Counsel, noted that the Emergency Call-in Listing listed Mr. Harry Bhalavar. Mr. Patel noted that Mr. Bhalavar had recently been involved in an automobile accident. He was recovering from injuries he sustained. Mr. Bhalavar would move to the City in the next three to four (3 - 4) weeks. He added the Bruce Williams, Asst. Store Manager, resided in the City. Mr. Williams oversaw the store’s operations. Mr. Boyle recommended that Mr. Williams be added to the Emergency Call-in Listing.

Commissioner Clapp questioned if this would be a new corporation for Mr. Patel. She also questioned Mr. Patel’s other businesses. Mr. Patel noted that the other businesses were located in Galesburg and Peoria. Vijaykomar Patel addressed the Commission. He owned gas stations and worked at his packaged liquor store in Galesburg. Commissioner Clapp questioned if there had been any violations. Mr. Patel responded negatively.

Commissioner Clapp questioned Famous’ staff size. Mr. Patel responded that there were five (5) employees.

Commissioner Clapp questioned if alcohol sales training was offered. Mr. Patel noted that on line training was available. He added that a number of the staff members have years of experience in liquor sales. Training had been completed in the past.

Commissioner Buchanan noted the floor plan. He questioned if there were any planned changes to the building. Mr. Patel responded negatively.

Commissioner Buchanan opened the hearing to public comment. No one came forward to address the Commission.

Motion by Commissioner Buchanan, seconded by Commissioner Clapp that the application of Famous Inc., d/b/a Famous Wine & Spirits, located at 1404 E. Empire, requesting a PAS liquor license which allows the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week be approved.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately eight (8) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the May 8, 2012 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None. Request is for a change of ownership. Annual fee for a PAS liquor license is \$1,410.

Respectfully,

Reviewed and concur:

Stephen F. Stockton  
Chairman of Liquor Commission

Randall D. McKinley  
Chief of Police

**Motion by Alderman Anderson, seconded by Alderman Sage that a PAS liquor license for Famous Inc., d/b/a Famous Wines & Spirits, located at 1404 E. Empire, be created, contingent upon compliance with all applicable health and safety codes.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**SUBJECT:** Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the McLean County Arts Center Event on June 22, 2012

**RECOMMENDATION:** That the Ordinance be passed.

**BACKGROUND:** The McLean County Arts Center is hosting an "In Our Neighborhood" Block Party as a fund raiser on June 22, 2012 from 5:00 p.m. until 8:00 p.m. They will be serving food

and drinks, as well as wine and beer, to the people who attend. They will be closing East St. in front of their building and will have a band performing in that area. The event organizers want to allow people to walk into the street with their drinks to enjoy the music. They have requested Chapter 6 Section 26(d) of the City Code, which prohibits having open containers of alcohol on public rights of way, be suspended for the date, time and location of the event.

This has been done for other organizations. Council has suspended the Ordinance to allow consumption of alcohol on the Downtown streets during the WGLT summer concerts and for this event. The Special Events Committee has reviewed previous years' plans for the Arts Center event with the organizer. Given the nature event, the type of crowd it attracts, and the high degree of involvement by event staff, all concerned believe that there would be no problem with suspending the ordinance as requested.

Staff prepared the necessary Ordinance suspending the code as needed for this event and respectfully requests Council approval.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert  
City Clerk

Reviewed by:

John Kennedy  
Director of Park, Recreation & Cultural Arts

Reviewed and concur:

Randall D. McKinley  
Chief of Police

Recommended by:

David A. Hales  
City Manager

**ORDINANCE NO. 2012 - 31****AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE “IN OUR NEIGHBORHOOD” BLOCK PARTY – McLEAN COUNTY ARTS CENTER**

WHEREAS, McLean County Arts Center will hold an “In Our Neighborhood” Block Party fundraiser on June 22, 2012; and

WHEREAS, McLean County Arts Center plans to have a band performing on East Street outside of the facility and has requested permission to allow the consumption of alcohol on East Street and the adjacent sidewalks in front of the Arts Center during the fundraiser; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: June 22, 2012 between 5:00 o’clock p.m. and 8:00 o’clock p.m. in front of the Arts Center on East Street. This suspension shall be effective only as to persons inside the designated area and for alcohol provided by the McLean County Arts Center.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 11<sup>th</sup> day of June, 2012.

APPROVED this 12<sup>th</sup> day of June, 2012.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Anderson, seconded by Alderman Sage that the Ordinance be passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Text Amendment adding Section 1030C to Chapter 40 of the City Code, Establishing Hub Locations for Vehicles for Hire

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

**BACKGROUND:** The City permits vehicles for hire to operate on Thursday evenings, Friday evenings, and Saturday evenings (ending on the following mornings) when persons are most likely to visit and leave Bloomington's Downtown. Beginning at 10:00 P.M. on evenings when vehicles for hire are permitted to operate, several streets in the Downtown become crowded with vehicles for hire, creating both a traffic problem and a pedestrian safety problem. The owners of vehicle for hire companies have requested the designations of certain parking spaces on City streets for the purpose of loading and unloading passengers.

The Downtown Entertainment Task Force (DETF), working with representatives of the Police Department, have specified parking spaces on the east side of the 500 block of N. Main St., the south side of the 100 block of W. Washington St., and the south side of the 300 and 400 blocks of W. Front St. as areas which should be reserved for the use of vehicles for hire for loading and unloading.

To prevent vehicles for hire from attempting to occupy a parking space for an unfair period of time, there is a fifteen (15) minute maximum time limit to park in a particular space. If passengers are loading, the vehicle is permitted to stay an additional five (5) minutes.

The City staff believes this ordinance is in the best interests of the health, safety and welfare of the City's citizens and recommends its passage and approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Taxicab operators, Vehicle for hire operators, DETF and City staff.

**FINANCIAL IMPACT:** Possible fines in the event of noncompliance.

Respectfully submitted for Council consideration.

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager

**ORDINANCE NUMBER 2012 - 32**

**AN ORDINANCE AMENDING CHAPTER 40 OF THE BLOOMINGTON CITY CODE,  
REGULATING HUB LOCATIONS FOR VEHICLES FOR HIRE**

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

Section One: That the following Section 1030C shall be added to of Chapter 40 of the Bloomington City Code, 1960, as amended:

**Section 1030C: HUB LOCATIONS AND WAITING PERIODS**

The following locations are permitted waiting locations for vehicles for hire on dates when vehicles for hire may legally operate, commencing at 10:00 P.M. and ending at 3:00 A.M.:

500 Block of North Main Street (East Side) - the seven regular parking spaces north of the handicap parking space and the two “freight loading” spaces north of those seven spaces.

100 Block of West Washington (South Side).

300 Block of West Front Street (South Side).

Vehicles for hire are permitted to park in the above locations for a maximum of 15 minutes unless the vehicles are loading passengers. If passengers are loading, the vehicle for hire is permitted to stay at that location an additional five minutes.

In the event of a violation of this section, both the driver of the vehicle for hire and the company for which the driver is working may be charged with a violation of this Section.

Section Two: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Three: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective June 15, 2012.

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

PASSED this 11<sup>th</sup> day of June, 2012.

APPROVED this 12<sup>th</sup> day of June, 2012.

APPROVED:

Steven F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Anderson, seconded by Alderman Sage that the Text Amendment be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Text Amendments to Chapter 40. Taxicabs, Sections 601, 717 and 1030B

**RECOMMENDATION:** Recommend that the Text Amendments be approved and the Ordinances passed.

**BACKGROUND:** City staff meets with representatives of the vehicle for hire and taxicab companies on a quarterly basis. Three (3) revisions to Chapter 40., regulating taxicabs and vehicles for hire are recommended. City staff and representatives of the taxi and vehicle for hire companies concurred in the need for these revisions at the last quarterly meeting.

The first revision would amend the taxicab article of Chapter 40. by permitting taxicabs to impose a surcharge of 50 cents per trip whenever the lowest grade of gasoline is more than \$4.00 per gallon. The Code already permits a surcharge of \$1.00 per trip when the lowest grade of gasoline is above \$5.00 per gallon. The ordinance clarifies that in the event a surcharge is imposed because gasoline is more than \$5.00 per gallon, the surcharge shall be \$1.00 per trip, not \$1.50 per trip. In the event of a complaint, the taxi service shall supply to the City the name and location of the gasoline station which the taxicab service used to determine its price.



The second revision permits advertising on vehicles for hire, subject to rules and regulations established by the City Manager.

The final revision requires both taxicabs and vehicles for hire to post “No Smoking” signs in their vehicles. The telephone number of the City Clerk is required so that persons may complain of violations.

City staff believes these ordinances are in the best interests of the health, safety and welfare of the City’s citizens and recommends their passage and approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Taxicab operators, Vehicle for hire operators and City staff.

**FINANCIAL IMPACT:** Possible fines in the event of noncompliance.

Respectfully submitted for Council consideration.

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager

**ORDINANCE NUMBER 2012 - 33****AN ORDINANCE AMENDING SECTION 601 OF CHAPTER 40 OF THE  
BLOOMINGTON CITY CODE BY INCREASING TAXICAB RATES****BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF BLOOMINGTON, ILLINOIS:**

## Section One:

That Section 601(b) of Chapter 40 of the Bloomington City Code, 1960, as amended, shall be further amended as follows: (additions are indicated by underlines; deletions are indicated by strikeouts):

## (b) Special Rates:

- (1) Additional passengers over the age of twelve (12) being transported from same point of departure to same destination shall be carried at an additional charge of Fifty Cents (\$.50).
- (2) Children under the age of twelve (12) shall be carried free when accompanied by an adult.
- (3) Senior Citizens (anyone 60 years of age or older), meter rate less 15%.
- (4) Zone Service To and From Bloomington-Normal Airport. As an alternative to the rates provided in subsection (a), zone rates may be charged for service between Bloomington-Normal Airport and service zones within the combined Bloomington-Normal corporate limits. (Ordinance No. 2001-31)
- (5) On any day in which the price of the lowest grade of unleaded gasoline is at or more than \$4.00 (Four Dollars) per gallon, an additional charge of fifty cents (\$0.50) per trip shall be charged. On any day in which the price of the lowest grade of unleaded gasoline is at or more than \$5.00 (Five Dollars) per gallon, an additional charge of \$1.00 (One Dollar) per trip shall be charged. The additional \$1.00 charge per trip authorized in the preceding sentence is in lieu of, and not in addition to, the fifty cent per trip charge authorized in the first sentence of this subsection. In case of a complaint that this surcharge was imposed when the price of the lowest grade of unleaded gasoline was below \$4.00 or \$5.00 per gallon, depending on the applicable gas price, the taxicab service shall supply to the City the name and location of the gasoline station which the taxicab service used to determine that such price was at or more than said price.

Section Two: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Three: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective June 15, 2012.

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

June 11, 2012

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PASSED this 11<sup>th</sup> day of June, 2012.

APPROVED this 12<sup>th</sup> day of June, 2012.

APPROVED:

Steven F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**ORDINANCE NUMBER 2012 - 34****AN ORDINANCE AMENDING CHAPTER 40 OF THE BLOOMINGTON CITY CODE,  
REQUIRING “NO SMOKING” SIGNS IN TAXIS AND VEHICLES FOR HIRE****BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF BLOOMINGTON, ILLINOIS:**

Section One: That the following Section 717 shall be added to of Chapter 40 of the Bloomington City Code, 1960, as amended:

**SECTION 717 “NO SMOKING” SIGNS REQUIRED**

Signs stating “No Smoking” shall be posted in taxicabs. The sign shall have a reference to Chapter 41, Section 13 of the Bloomington City Code and shall state that complaints of persons smoking in violation of the law may be reported to the Bloomington City Clerk at (309) 434-2240.

Section Two: That the following Section 1030A shall be added to of Chapter 40 of the Bloomington City Code, 1960, as amended:

**SECTION 1030A “NO SMOKING” SIGNS REQUIRED**

Signs stating “No Smoking” shall be posted in vehicles for hire. The sign shall have a reference to Chapter 41, Section 13 of the Bloomington City Code and shall state that complaints of persons smoking in violation of the law may be reported to the Bloomington City Clerk at (309) 434-2240.

Section Three: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Four: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Five: This ordinance shall be effective June 15, 2012.

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

PASSED this 11<sup>th</sup> day of June, 2012.

APPROVED this 12<sup>th</sup> day of June, 2012.

June 11, 2012

155

APPROVED:

Steven F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**ORDINANCE NUMBER 2012 - 35****AN ORDINANCE AMENDING CHAPTER 40 OF THE BLOOMINGTON CITY CODE,  
PERMITTING ADVERTISING IN VEHICLES FOR HIRE****BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF BLOOMINGTON, ILLINOIS:**

Section One: That the following Section 1030B shall be added to of Chapter 40 of the Bloomington City Code, 1960, as amended:

Section 1030B: Advertising.

Subject to the rules and regulations of the City Manager, it shall be lawful for any person owning or operating a vehicle for hire to permit advertising matter to be affixed to or installed in or on such vehicle for hire.

Section Two: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Three: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective June 15, 2012.

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

PASSED this 11<sup>th</sup> day of June, 2012.

APPROVED this 12<sup>th</sup> day of June, 2012.

APPROVED:

Steven F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Anderson, seconded by Alderman Sage that the Text Amendments be approved and the Ordinances passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Petition from FOB Development, Inc., Requesting Approval of a Final Plat for the Empire Business Park Subdivision, Third (3<sup>rd</sup>) Addition

**RECOMMENDATION:** That the Final Plat be approved and the Ordinance passed.

**BACKGROUND:** This subdivision is located south of Golden Eagle South Subdivision, west of Airport Park Subdivision, north of Empire St., (IL Route 9), and east of Airport Rd. The Final Plat is in conformance with the Preliminary Plan approved on February 13, 2006. The parcel is in the southwest corner of Cornelius Dr. and Trinity Ln., north of the new Advocate BroMenn Medical Office Building. A medical office is planned for the new lot.

A tap on fee and performance bond is required for this Final Plat. The developer has provided the tap on fee and a performance bond is on file.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Farnsworth Group.

**FINANCIAL IMPACT:** The cost of all public improvements, platting, and recording will be borne by the petitioner. The future commercial property may generate revenues.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Jim Karch  
Director of Public Works

Patti-Lynn Silva  
Director of Finance

Barbara J. Adkins  
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager





**ORDINANCE NO. 2012 - 37**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
EMPIRE BUSINESS PARK THIRD ADDITION SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Empire Business Park Third Addition Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

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

1. That the Final Plat of the Empire Business Park Third Addition Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 11<sup>th</sup> day of June, 2012.

APPROVED:

Stephen Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

A part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest corner of Trinity Lane as dedicated in Empire Business Park Subdivision in the City of Bloomington, Illinois, per plat recorded January 17, 2007 as Document No. 2007-1452 in the McLean County Recorder's Office, said Northwest corner also being a point on the South Right-of-Way Line of Cornelius Road per the final plat of Central Catholic/McGraw Park Subdivision in the City of Bloomington, Illinois, per Ordinance No. 2002-90 approved by the Bloomington City Council. From said Point of Beginning, thence West 170.00 feet along said South Right-of-Way Line; thence South 200.00 feet along a line which forms an angle to the right of 90°-00'-00" with the South Line; thence East 170.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the West Line of said Trinity Lane; thence North 200.00 feet along said West Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, in McLEAN COUNTY, ILLINOIS

PIN 15 – 31 – 351 - 002

**Motion by Alderman Anderson, seconded by Alderman Sage that the Final Plat be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Petition from Nova Enterprises, Requesting Approval of a Final Plat for the Towanda Barnes Business Park, Twenty-Second (22<sup>nd</sup>) Addition

**RECOMMENDATION:** That the Final Plat be approved and the Ordinance passed.

**BACKGROUND:** On March 27, 1995, the City entered into a Petition for Annexation with the McLean County Farm Bureau to annex the subject property in accordance with a separate Pre-annexation Agreement with the same dated February 13, 1995. The proposed subdivision is in accordance with these agreements. The proposed subdivision is located south of E. Oakland Ave. and west of Towanda Barnes Rd. near the Central Illinois Regional Airport. The Final Plat is generally in conformance with the Preliminary Plan approved by Council on June 10, 1996. The proposed uses of the lots are not known at this time.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The cost of all public improvements, platting, and recording will be borne by the petitioner. The future commercial property may generate revenues.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Jim Karch  
Director of Public Works

Patti-Lynn Silva  
Director of Finance

Barbara J. Adkins  
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager



**ORDINANCE NO. 2012 - 38**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
TWENTY-SECOND ADDITION TO TOWANDA BARNES BUSINESS PARK  
SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Twenty-Second Addition to Towanda Barnes Business Park Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: n/a; and

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

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

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

1. That the Final Plat of the Twenty-Second Addition to Towanda Barnes Business Park Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 11<sup>th</sup> day of June 2012.

APPROVED:

Stephen Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A****TRACT 1**

A part of the Northeast Quarter of Section 7, Township 23 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, described as follows: Beginning at the Northwest Corner of Lot 42 in Twentieth Addition to Towanda Barnes Business Park Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2007-29253 in the McLean County Recorder's Office. From said Point of Beginning, thence east 280.00 feet along the North Line of said Lot 42 to the Northeast Corner of said Lot 42 also being a point in the West Line of the Twelfth Addition to Towanda Barnes Business Park in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2004-29798 in said Recorder's Office; thence north 310.06 feet along said West Line which forms an angle to the right of 90°-00'-00" with said North line to the Southeast Corner of Lot 19 in the Tenth Addition to Towanda Barnes Business Park in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2004-29798 in said Recorder's Office; thence west 280.00 feet along the South Line of said Tenth Addition which forms an angle to the right of 90°-00'-00" with said West line to the Southwest Corner of said Lot 19, said point also being on the East Right-of-Way Line of Bronco Drive as dedicated in the Fifteenth Addition to Towanda Barnes Business Park in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2005-14860 in said Recorder's Office, said point being 310.06 feet north of the Point of Beginning; thence south 310.06 feet along said East Right-of-Way Line which forms an angle to the right of 90°-00'-00" with said South line to the Point of Beginning, containing 1.993 acre, more or less.

**TRACT 2**

A part of the Northeast Quarter of Section 7, Township 23 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, described as follows: Beginning at the Northwest Corner of Lot 45 in Twenty-First Addition to Towanda Barnes Business Park Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2008-5356 in the McLean County Recorder's Office. From said Point of Beginning, thence east 330.00 feet along the North Line of said Lot 45 and said North Line extended to the West Line of Lot 2 in GKC Theatres Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2002-24698 in said Recorder's Office; thence north 374.06 feet along said West Line which forms an angle to the right of 90°-00'-00" with said North Line to the South Line of the Fifteenth Addition to Towanda Barnes Business Park Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2005-14860 in said Recorder's Office; thence west 330.00 feet along said South Line which forms an angle to the right of 90°-00'-00" with said West Line to the Southwest Corner of said Fifteenth Addition; thence south 374.06 feet along the East Line of the Fifth Addition to Towanda Barnes Business Park Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2001-19309 in said Recorder's Office, the Eleventh Addition to Towanda Barnes Business Park Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2003-29607 in said Recorder's Office, the Thirteenth Addition to Towanda Barnes Business Park Subdivision in the City of

Bloomington, Illinois, according to the plat recorded as Document No. 2004-42700 in said Recorder's Office and Seventeenth Addition to Towanda Barnes Business Park Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2006-5815 in said Recorder's Office which forms an angle to the right of 90°-00'-00" with said South Line to the Point of Beginning, containing 2.834 acres, more or less.

PIN 22 – 07 – 227 - 006, and 22 – 07 – 226 - 006

**Motion by Alderman Anderson, seconded by Alderman Sage that the Final Plat be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of Midas Restaurant Solutions, LLC d/b/a Parke Hotel & Conference Center, located at 1413 Leslie Dr., requesting an RAS liquor license which would allow the sale of alcohol by the glass for consumption on the premises seven (7) days a week

**RECOMMENDATION:** That an RAS liquor license for Midas Restaurant Solutions, LLC, d/b/a Parke Hotel & Conference Center, located at 1413 Leslie Dr., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) provide a patio drawing; 2.) establish a barrier for the patio by Monday, July 16, 2012 according to City Code and American with Disabilities Act; 3.) provide an updated Emergency Call In sheet listing a local contact; and 4.) payment of \$600 liquor violation fine.

**BACKGROUND:** The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the application by Midas Restaurant Solutions, LLC d/b/a Parke Hotel & Conference Center, located at 1413 Leslie Dr., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Rich Buchanan, Steve Petersen, and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel; Bob Wall, Asst. Police Chief, Renee Gooderham, Chief Deputy Clerk; and Julie Irvin, Applicant's representative.

Absent: Commissioners Marabeth Clapp and Mark Gibson.

Commissioner Stockton explained that this meeting was being conducted due to the foreclosure status of Parke Hotel & Conference Center, LLC. The existing LLC no longer has ownership. Midas Hospitality, LLC has been managing the Parke Hotel operations. He viewed this application as a change of ownership. He requested that Julie Irvin, Applicant's representative address the Commission.

Julie Irvin, Applicant's representative addressed the Commission. She explained that Busey Bank was the current owner due to foreclosure. Midas Hospitality, LLC has been the management company since April 2010. A new agreement was signed with Busey Bank in April 2012. Midas currently operates sixteen (16) hotels in other states. She cited Wisconsin, Missouri, Kentucky, and Massachusetts as examples. They are the owner/operator of Candlewood Suites, located in Champaign, IL. The conference area would host meetings, special events, dances, and weddings. Mr. B's restaurant is open from 4:00 – 10:00 p.m. daily. Mr. B's offers live entertainment Friday and Saturday nights. They have a new menu and specialty drinks.

Commissioner Stockton questioned from the sixteen (16) hotels how many held liquor licenses. Ms. Irvin stated that she was only aware of the hotel in Greenbay, WI. They previously had other hotels with liquor licenses. They are no longer managing same. She was not aware of any previous liquor violations.

George Boyle, Asst. Corporation Counsel addressed the Counsel. Jennifer G. Gallery, Siegel, Moses & Schoenstadt, P.C., had assured him that Midas had no previous liquor violations within the last three (3) years.

Commissioner Petersen questioned the number of extended stay hotels. Ms. Irvin responded three (3).

Commissioner Stockton questioned business plan changes. Ms. Irvin stated that operations and current staff with hotel and Mr. B's would remain the same.

Commissioner Tompkins questioned the percent of alcohol sales and revenue generated from same. Ms. Irvin responded that it depends upon the time of the year. Sales have increased due the Conference Center usage. She believed that alcohol sales were thirty percent (30%), generating \$10,000 in monthly revenue. Commissioner Tompkins questioned the value of current liquor stock. Ms. Irvin stated that an inventory had been completed last month. The Conference Center and Mr. B's liquor stock is valued at \$4,500. Commissioner Tompkins questioned if a liquor license was crucial to operations. Ms. Irvin responded affirmatively.

Commissioner Stockton questioned the exact premise. Ms. Irvin responded that alcohol would be allowed in the conference area, Mr. B's and the patio. Mr. B's patrons purchase drinks in the restaurant and take them to the patio. No alcohol purchases would be allowed outside. Commissioner Stockton cited a previous issue in 2008 with the patio. He reminded Ms. Irvin that responsibility to control and monitor same remains with the license holder. Commissioner Stockton requested that Ms. Irvin provide a floor plan of the patio along with a barrier. Ms. Irvin



stated that alcohol served in the conference area was not allowed outside same. All areas are monitored by staff. Customers of drinking age are stamp for identification purposes.

Commissioner Tompkins requested a local contact for the emergency call in sheet.

Commissioner Stockton reminded the Commission that the application request was unique due to foreclosure. Busey Bank was the current owner and Midas Restaurant Solutions, LLC was the management company. The liquor license would be issued to the management company, d/b/a Parke Hotel & Conference Center.

Mr. Boyle stated the Busey Bank would assume full control only if Midas was no longer the management company. He explained that if the bank sells their interest and Midas continues to manage the hotel, then liquor license would remain the same.

Mr. Boyle reminded the Commission that Midas has a liquor violation. During the course of the violation investigation it was discovered that Midas Hospitality, LLC was managing the hotel. Midas has agreed to settle the first (1<sup>st</sup>) violation in the amount of \$600.

Commissioner Stockton stated that the violation fine must be paid prior to the liquor license issuance.

Motion by Commissioner Buchanan, seconded by Commissioner Tompkins that the application request by Midas Restaurant Solutions, LLC d/b/a Parke Hotel & Conference Center, located at 1413 Leslie Dr., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) provide a patio drawing; 2.) establish a barrier for the patio by Monday, July 16, 2012 according to City Code and American with Disabilities Act; 3.) provide an updated Emergency Call In sheet listing a local contact; and 4.) payment of \$600 liquor violation fine. Motion carried (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately six (6) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the May 30, 2012 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None. Request is for a change of ownership. Annual fee for a RAS liquor license is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton  
Chairman of Liquor Commission

Randall D. McKinley  
Chief of Police

**Alderman Fazzini stated his intention to recuse himself due to his financial involvement with this business, (retired from Busey Bank).**

**Alderman Fazzini left the dais.**

**Mayor Stockton noted that this application involved a change of ownership.**

**Motion by Alderman Anderson, seconded by Alderman Sage that an RAS liquor license for Midas Restaurant Solutions, LLC, d/b/a Parke Hotel and Conference Center, located at 1413 Leslie Dr., be created contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) provide a patio drawing; 2.) establish a barrier for the patio by Monday, July 16, 2012 according to City Code and the American with Disabilities Act; 3.) provide an updated Emergency Call-in Listing with a local contact; and 4.) payment of \$600 liquor violation fine.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**Alderman Fazzini returned to the dais.**

**The following was presented:**

**SUBJECT: Petition submitted by Unitarian Universalist Church of Bloomington-Normal, requesting approval of a Special Use for the property located at 1613 E. Emerson St.**

**RECOMMENDATION: That the Special Use be approved and the Ordinance passed.**

**BACKGROUND: The property is zoned R - 1B, Single Family Residence District. The site is currently improved with a church building, a parking lot, an accessory building and a play structure. The church is seeking an expansion of the building by 1,339 square feet. The addition will comply with all of the zoning requirements including the required number of parking spaces. The scale of the addition fits the existing building. The existing church will continue to be used as it now. The proposed addition is minimal. The Special Use appears to be compatible with surrounding uses.**

**This case was before the Zoning Board of Appeals for a public hearing and review on May 16, 2012. The petitioner spoke in favor of the petition. No one else from the public spoke in favor**



2. That said premises presently has a zoning classification of R - 1B, Single Family Residence District, under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code for a structure to enclose the courtyard is allowed as a special use in an R - 1B zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R - 1B zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-1B 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 respectfully prays that said special use for said premises be approved.

Respectfully submitted,

Katherine J. Packard  
Church Board President

**ORDINANCE NO. 2012 - 36**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR  
A NARTHAX, WHICH WOULD ENCLOSE THE COURTYARD  
AT THE UNITARIAN UNIVERSALIST CHURCH  
FOR PROPERTY LOCATED AT: 1613 E. EMERSON ST.**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a structure to enclose the courtyard for certain premises hereinafter described in Exhibit A ; and

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

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

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

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

1. That the Special Use Permit for a narthex which would enclose the courtyard at the Unitarian Universalist Church on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11<sup>th</sup> day of June, 2012.

APPROVED this 12<sup>th</sup> day of June, 2012.

Stephen Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A****Legal description:**

1613 E. Emerson

South of Emerson St., north 336', east 152', west 1,068.9', Lot 1 southeast quarter, Section 34, Township 24 North, range 2 east of the third principal meridian.

PIN 14 – 34 – 451 - 003

1613 E. Emerson (rear)

Section 34, Township 24 North, range 2 east of third principal meridian (except north 336', east 152' & except south 280') south of Emerson St., east 170', west 1,068.68' Lot 1 southeast quarter a/k/a part of Lot 16 in W.L. Bosworth's Subdivision, consisting of approximately .79 acres

PIN 14 – 34 – 451 - 017

**Alderman Schmidt stated her intention to recuse herself as she was a church member.**

**Alderman McDade stated her intention to recuse herself from this item.**

**Aldermen McDade and Schmidt left the dais.**

**Motion by Alderman Anderson, seconded by Alderman Sage that the Special Use be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**Alderman McDade returned to the dais.**

**The following was presented:**

**SUBJECT: Petition from Illinois Wesleyan University (IWU) requesting Approval of a Vacation of part of an existing Alley and Dedication of a New Access and Utility Easements in Block 5 of Orme's Addition**

**RECOMMENDATION:** That the Vacation and Dedication be accepted and the Ordinances passed.

**BACKGROUND:** IWU desires to construct student housing on Lots 4, 5, 6, 7, 8 and 9 in Block 5 of Orme's Addition to the City. This area is north of and adjacent to Empire St. between Evans St. on the east and McLean St. on the west.

In order to construct the desired buildings, part of a public alley needs to be vacated. In order to provide access for vehicles and accommodate utilities new access and utility easements are also being dedicated.

For the Vacation to pass, a three-fourths ( $\frac{3}{4}$ ) vote is required by state statute.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This project has had public hearings before the Bloomington Planning Commission. Utilities were contacted by the petitioner.

**FINANCIAL IMPACT:** The cost of alley vacation and any new construction plus plat preparation and filing will be borne by the Petitioner.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch, PE CFM  
Director of Public Works

Reviewed as to legal sufficiency:

J. Todd Greenburg  
Corporation Counsel

Reviewed by:

Barbara J. Adkins  
Deputy City Manager

Recommended by:

David A. Hales  
City Manager





**ORDINANCE NO. 2012 - 39**

**AN ORDINANCE PROVIDING FOR THE VACATION OF THE SOUTH 150 FEET OF AN ALLEY BOUNDED BY MCLEAN, GRAHAM, EVANS AND EMPIRE STREETS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of the south 150 feet of an alley; and

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

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

WHEREAS, it is reasonable and proper to vacate said the south 150 feet of an alley as requested in this case.

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

1. That the south 150 feet of an alley bounded by McLean, Graham, Evans and Empire Streets is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement of fifteen feet for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 11<sup>th</sup> day of June 2012.

APPROVED this 12<sup>th</sup> day of June 2012.

Stephen Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**ORDINANCE NO. 2012 - 40**

**AN ORDINANCE PROVIDING FOR THE DEDICATION OF  
UTILITY AND ACCESS EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of Utility and Access Easements; and

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

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

WHEREAS, it is reasonable and proper to dedicate said Utility and Access Easement as requested in this case.

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

1. That Utility and Access Easements are hereby dedicated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 11<sup>th</sup> day of June 2012.

APPROVED this 12<sup>th</sup> day of June 2012.

Stephen Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT B**

Description of Property

Lots 4 through 9, inclusive, and the South 150 feet of the north-south alley in Block 5 in Orme's Addition to the City of Bloomington, according to the Plat thereof recorded in Plat Book 4 Page 160 in the McLean County Recorder's office, McLean County, Illinois.

Public Access Easement to be Dedicated

The South 25 feet of the North 42.6 feet of Lot 4 and Lot 9 in Block 5 and the North 42.6 feet of the South 150 feet of the north-south alley in said Block 5 in Orme's Addition to the City of Bloomington, McLean County, Illinois.

Utility Easement to be Dedicated

The East 5.5 feet of Lots 7, 8 and 9 in Block 5 and the East 20.5 feet of the South 10 feet of Lot 7 in said Block 5 and the West 9.5 feet of the South 150 feet of the north-south alley in said Block 5 in Orme's Addition to the City of Bloomington, McLean County, Illinois.

PIN: 21 – 004 – 210 - 003, 21 – 004 – 210 - 008, 21 – 004 – 210 - 011, 21 – 004 – 210 - 012

**Alderman Schmidt stated her intention to recuse herself due to her employment at Illinois Wesleyan University.**

**Motion by Alderman Anderson, seconded by Alderman Sage that the Vacation and Dedication be accepted and the Ordinances passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**Alderman Schmidt returned to the dais.**

**The following was presented:**

SUBJECT: Economic Incentive Agreement – Ashley Furniture

**RECOMMENDATION:** That the Economic Incentive Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

**BACKGROUND:** Colonial Plaza is a 239,914 square foot retail center anchored by Kmart and containing approximately twelve (12) retailers including Cato Fashions, the soon-to-be vacant Michael's craft store, Office Max, Savvi Formalwear, Premium Pet Supply, Charter Fitness, Sun Loan, Body Dynamics Fitness Equipment, Fiesta Ranchera, Bonafide Thai Cuisine, Chicago Style Pizzeria and the Wig Salon. Upon Michael's closing, the center will reflect a total of 80,868 square feet of vacant retail space and an occupancy rate of sixty-five (65%).

Since 2007, the 27,582 square foot Big Lots location has been empty. As such, the space has failed to produce any revenue for the City. Additionally, BET Investments, the owner and Mid-America Asset Management, the management company, have been unable to attract regional retailers, despite the center's prominent location and recent façade improvements.

This past winter, the City was approached by Mike Bruegge, an Ashley Furniture franchisee. Bruegge's corporation currently operates two (2) Ashley Furniture Homestore locations in Central Illinois, located at 8727 N. Knoxville Ave., Peoria and 602 W. Anthony Dr., Champaign. Mr. Bruegge intends to add a third location in Central Illinois to meet customer demand in the furniture and home furnishings retail categories.

When researching Central Illinois locations, Mr. Bruegge sought partnership opportunities with the City. After further discussion and research, the scope narrowed to two (2) locations: the vacant Big Lots site in Colonial Plaza and the building previously occupied by K's Merchandise in Lakewood Plaza. Given existing complications with K's Merchandise, regarding the existing Wal-Mart lease, Mr. Bruegge focused his attention on the former Big Lots location at 1500 East Empire.

Even though Colonial Plaza is positioned at one of the busiest intersections in our community, the center suffers low occupancy and poor visibility from Veteran's Parkway. These impediments will require significant investment in the property to comply with structural, signage and retail requirements. Provided these modifications are completed, Mr. Bruegge has indicated that the location will be adequate for the retailer's current and future needs.

Given the investment required to open the new retail location, Mr. Bruegge communicated the need for City support. With a tax rebate, the burden is placed on the recipient to generate sales and produce new sales tax revenue. As a result, the City is able to avoid risk by only sharing the newly created revenue. Ultimately, a sales tax rebate helps the business offset costs associated with establishing a new or expanded location in the City.

After several months of discussion, Mr. Bruegge and City staff reached an Agreement on a sales tax rebate program that would, in Mr. Bruegge's opinion, render the new business venture economically viable.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Economic Development Council for the Bloomington-Normal Area, Kathleen Field Orr, Orr & Associates, and Martin's Home Furniture.

**FINANCIAL IMPACT:** The proposed Agreement was created by Kathleen Field Orr, Special Counsel, and details a variety of conditions whereby Mr. Bruegge has agreed to lease the former Big Lots space for the purpose of opening a new Ashley Furniture Homestore.

Ms. Orr is managing partner of the law firm of Kathleen Field Orr & Associates. This firm's focus is in the area of local government law. Over the last thirty-five (35) years, she has concentrated in the area of municipal law and municipal finance, with extensive experience surrounding economic development. Frequently addressing with innovative financial incentive

programs. Given her expertise in the area of economic incentive agreements, staff sought assistance from Ms. Orr in drafting the enclosed Agreement with Mr. Bruegge.

As set forth in the Agreement, Mr. Bruegge has agreed to lease the property for a minimum term of ten (10) years. He and the shopping center owner will enter into a lease on or before July 31, 2012. According to written statements, the two (2) parties expect to invest a minimum of \$1,020,000 in the form of lease payments and property improvements. The business will commence operation on or before January 1, 2013. Mr. Bruegge will employ at his Bloomington location no less than fifteen (15) full time positions and no less than four (4) part time positions throughout the term of the Agreement.

The Agreement provides for a fifty percent (50%) rebate, back to Mr. Bruegge, of the 1.5% Municipal Sales Tax, (Home Rules Sales Tax), receipts from all store sales over a sixty (60) month period with a maximum cumulative rebate amount of \$150,000. Mr. Bruegge projects the total annual gross sales at this new location to be a minimum of \$4,000,000. Sales at this level would result in an estimated annual rebate back to the retailer of \$30,000. Again, the rebate is capped at either sixty (60) months or \$150,000, whichever comes first. The remaining fifty percent (50%) of the 1.5% Municipal Sales Tax, (Home Rule Sales Tax), would be combined with the additional one percent (1%) State Mandated Sales Tax and both taxes would benefit the City's General Fund. Current estimates project the total sales tax revenue collected by the City to reach \$850,000 over the ten (10) year term. These increases will be applied to the General Fund where, on average, the City could spend an extra \$85,000 per year for items such as public safety and street improvements.

The Agreement contains a section that is commonly referred to as a "claw back" provision. In the event that Mr. Bruegge ceases operation of his retail store prior to the minimum ten (10) year commitment, he will be obligated to repay to the City any and all sales tax rebate payments that he has received up until that time. Given the success of his Peoria and Champaign locations, along with documented market analysis in this category, it is unlikely that Mr. Bruegge will leave before the end of his ten (10) year term. This clause is included in an attempt to protect the City from any unforeseen circumstances.

When considering the impact that this Economic Incentive Agreement will have on existing businesses, staff referenced third party data from the Buxton Group to confirm the existence of a retail "leakage" in the furniture sales category. Data proves that our market is only capturing seventy-eight percent (78%) of its potential furniture sales, which means that customers are leaving the Bloomington-Normal area to spend millions of dollars on furniture. Given Ashley Furniture's sales projections, the new furniture store would serve to capture sixty-four percent (64%) of the sales being spent outside of the community, which leaves thirty-six percent (36%) of the potential amount available for existing businesses to capture. Staff has established dialogue with Martin's Home Furniture, existing retailer, and will continue to work closely with this and similar businesses to monitor sales trends and provide a positive line of communication as opportunity allows.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Justine Robinson  
Economic Development Coordinator

Patti-Lynn Silva  
Director of Finance

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager

**RESOLUTION NO. 2012 - 23**

**A RESOLUTION AUTHORIZING EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT BY THE CITY OF BLOOMINGTON WITH BRUEGGE & CO., DBA ASHLEY FURNITURE**

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

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

WHEREAS, subject to receiving an incentive, Bruegge & Co. has indicated a willingness to invest in certain vacant property located with the City of Bloomington and improve said property and operate a retail furniture store from said property; and

WHEREAS, the development of a new retail furniture store in the City of Bloomington will create job opportunities within the City of Bloomington and provide an economic stimulus for future development adjacent to said location and otherwise stabilize the property tax base for the City of Bloomington; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Bloomington to enter into an Economic Incentive Agreement with Bruegge & Co. as provided herein.

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

SECTION ONE: That the Mayor be and he is hereby authorized to execute for and on behalf of the City of Bloomington, an Economic Incentive Agreement with Bruegge & Co., a copy of said Agreement is market Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Agreement and retain an original in her office for public inspection.

ADOPTED this 11<sup>th</sup> day of June, 2012.

APPROVED this 12<sup>th</sup> day of June, 2012.

APPROVED:

Stephen Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**ECONOMIC INCENTIVE AGREEMENT**  
*by and between*  
**THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**  
*and*  
**BRUEGGE & CO., INC.**

**THIS ECONOMIC INCENTIVE AGREEMENT** is entered into this 19<sup>th</sup> day of June 2012, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), and Bruegge & Co., Inc., 602 West Anthony Drive, Champagne, Illinois, an Illinois corporation (the “*Developer*”).

**PREAMBLES**

**WHEREAS**, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

**WHEREAS**, the Mayor and City Council (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

**WHEREAS**, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic



assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

**WHEREAS**, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings and/or deteriorating common areas which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

**WHEREAS**, the City has determined that Colonial Plaza, located in the vicinity of Route 55 and Empire Street, is an important commercial center of the City and its operation and condition is essential to the retail business strength of the City; and,

**WHEREAS**, the Developer has approached the City with a proposal to rent a large space at Colonial Plaza which has been vacant for several years for the purpose of operating a new retail business to sell furniture and home furnishings and décor, doing business as Ashley Furniture and to enter into lease for a term of ten (10) years; and,

**WHEREAS**, the Developer has advised the City that in order to proceed to occupy the 27,528 square feet at Colonial Plaza (the "*Premises*"), it shall be required to undertake substantial improvements thereto (the "*Project*") and incur extraordinary costs for the necessary improvements to the Premises as are required for its retail operation and therefore has requested assistance from the City to finance such extraordinary costs; and,

**WHEREAS**, in order to induce the Developer to proceed with the Project, the owner of Colonial Plaza is also prepared to make significant improvements to the common areas, which improvements, when coupled with the addition of the Developer's operation, shall significantly address and eliminate those factors which contribute to the decline of an area; and,

**WHEREAS**, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake significant improvements on the part of the Developer and the owner of Colonial Plaza and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions and limitations as hereinafter set forth.

**NOW, THEREFORE**, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

***Section 1. Incorporation of Recitals.***

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

***Section 2. The Project.***

A. On or before July 31, 2012 the Developer covenants and agrees to enter into a lease of the Premises for a term of no less than ten (10) years and proceed with the construction of the Project which shall require an investment by the Developer in the Premises of an amount in excess of \$500,000.

B. The Developer covenants and agrees to commence operation of retail furniture and home furnishings and décor business on or before January 1, 2013, unless delayed by Force Majeure as described in Section 7 below and further covenants and agrees to continue to operate for a period not less than ten (10) years.

C. The Developer covenants and agrees that it shall employ at the Premises no less than fifteen (15) full time positions and no less than four (4) part-time positions throughout the term of this Agreement.

### ***Section 3. Construction of the Project.***

On or before September 1, 2012, the Developer shall present a plan to the City specifying the improvements to be made to the Premises for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before December 1, 2012.

### ***Section 4. Obligations of the City to Reimburse the Developer.***

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and Section 3 above, the City hereby covenants and agrees to annually reimburse the Developer fifty percent (50%) of Municipal Use and Occupation Taxes distributed to the City pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "*Municipal Sales Taxes*") by the Illinois Department of Revenue generated from the retail operation of the Developer at the Premises commencing January 1, 2013, for a period of five (5) years or the payment of \$150,000, whichever occurs first.

B. Payment shall be made to the Developer annually on March 1, 2014 and March 1 each year thereafter until the first to occur (i) the Developer has received a total of \$150,000; or, (ii) March 1, 2018.

C. In the event the Developer ceases to operate its retail furniture and home furnishings and décor store at the Premises any time prior to January 1, 2023, the Developer covenants and agrees to repay the City for all amounts paid by the City pursuant to this Agreement. As security for such promise to repay, upon receipt from the City of each payment of Municipal Sales Taxes, the Developer agrees to execute a promissory note in an amount equal to such payment, which note shall be due and payable within thirty (30) days of the cessation of operation of its furniture and home furnishings retail operation at Colonial Plaza; and, in the event the Developer continues its operation until January 1, 2023, all notes shall be cancelled as if paid in full.

***Section 5. Term.***

Unless earlier terminated pursuant to Section 16 hereof, the term of this Agreement shall commence on the date of execution and end January 1, 2023, whichever occurs first (the “*Termination Date*”).

***Section 6. No Liability of City to Others for Developer’s Expenses.***

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

***Section 7. Time; Force Majeure.***

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party’s obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party’s agents, employees or invitees) or similar causes beyond the reasonable control of such party (“*Force Majeure*”). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

***Section 8. Assignment.***

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

***Section 9. Developer Indemnification.***

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney’s fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor,

subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

***Section 10. Waiver.***

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

***Section 11. Severability.***

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

***Section 12. Notices.***

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

*To the Developer:*                      Bruegge & Co., Inc.  
602 W. Anthony Drive  
Champagne, Illinois 61822  
Attn: Michael Bruegge

*To the City:*                              David Hales, City Manager  
City of Bloomington  
109 E. Olive Street  
Bloomington, Illinois 61234

*With a copy to:*                        Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Boulevard

Suite 935  
Chicago, Illinois 60604

***Section 13. Successors in Interest.***

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

***Section 14. No Joint Venture, Agency, or Partnership Created.***

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

***Section 15. No Discrimination – Construction.***

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

***Section 16. Remedies – Liability.***

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired,

the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

***Section 17. Amendment.***

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

***Section 18. Counterparts.***

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: Stephen F. Stockton  
Mayor

*Attest:*

Tracey Covert  
City Clerk

Bruegge & Co., Inc., an Illinois corporation

By: Michael H. Bruegge  
President

*Attest:*

Sheila M. Bruegge  
Secretary

**Mayor Stockton introduced this item. He made a few opening comments. He noted that tax incentives were controversial. Philosophically they may be viewed as government interference. There was another viewpoint that believed tax dollars should only be spent on government projects. Existing businesses had cited that there should be a level playing. Incentives were entrenched in the system. He cited government bonds as an example. He also noted Tax Increment Finance Districts and Enterprise Zones. He added that other**

cities had offered incentives. The City would risk the loss of business. This would result in service losses to citizens. Sales taxes were a major revenue source. Incentives should be linked to qualifications. The goal was to find the middle ground and influence behavior. The Council needed to determine what businesses it wanted to attract. Another key issue was the business location. He noted critical areas, i.e. vacancies, reduced traffic, etc. The Council must also consider the long term benefits of develop/redevelopment, i.e. jobs, services, etc. He viewed the cost of incentives as benefit sharing. The choice of location addressed the market to be served. He acknowledged that there currently were retailers in the City that offered the Ashley Furniture line. He addressed the importance of the Colonial Plaza Shopping Center. He cited the vacancies and loss of retailers, (Big Lots, Michael's, Circuit City). Some have questioned if this offer was unfairly discriminatory. City staff would address this agreement.

David Hales, City Manager, addressed the Council. Retail economic development was a Council priority. Sales taxes help the City to avoid property tax increases which impacted homeowners. The goal was to provide residents with a complete shopping experience. In addition, this agreement would improve the value of this commercial property. New jobs would be created. This investment would have a positive impact on the tax base. He noted the competition between communities. Since the national recession, there has been little business interest in the City. He cited financing difficulties. Businesses were looking for assistance from the City. City staff believed that this business would be profitable. He cited retail traffic. The City recently lost a business, (car dealership), to the Town of Normal who offered a \$600,000 incentive. An aggressive process was used to review a business' request. He noted the City's contract with Buxom. This firm worked with thousands of retailers. He addressed leakage. Dollars were leaving the Bloomington/Normal area. Buxom's SCOUT Program identified \$6 million in leakage. The items being sought were not here. The market was not saturated. There would be increases to the work force. The property tax base would be assisted. This was a struggling shopping center. There should be a positive impact upon the existing businesses and for the property owner. He also cited the facility's age. It needed a new, fresh, up to date look. The City was losing sales tax dollars. This agreement represented a long term commitment. Ashley's presence would serve as a catalyst. There were other interested parties. Staff would perform an in depth analysis. The goal was to keep retail shopping dollars in Bloomington/Normal.

Justine Robinson, Economic Development Coordinator, addressed the Council. She had worked diligently and researched the proposal. The agreement had been revised. She addressed metrics. The Colonial Plaza Shopping Center was visible and depressed. The property's value was declining. She cited the occupancy level. The property owner has stated that there had been little interest in the property. Ashley Furniture would be a subanchor. Mr. Bruegge was taking a risk. He would need to generate traffic. He would make an investment in the property. Ashley Furniture would maximize revenue in the City. She noted Mr. Bruegge's \$1 million investment and the store's staffing levels. The agreement was for a ten (10) year period. It was based upon new sales tax dollars. Mr. Bruegge had the ability to sign a promissory note. She addressed the projections at five and ten (5 and 10) years. These new tax dollars could be directed towards infrastructure



and/or public safety. Sales taxes would also assist the state's finances. She also addressed property taxes. She cited the potential for a fully occupied shopping center and increased property value. There would also be a positive impact upon the existing businesses. There was also the opportunity to send a message to the bond rating agencies. Filling a vacate space should stimulate the property. There would also be an impact in Normal, an Ashley Furniture warehouse.

Mr. Hales added that the Council had been provided with a copy of the agreement and the Resolution. He welcomed the Council's questions.

Alderman Fazzini noted that the proposed agreement would include pay back safeguards. The agreement would be strengthened via promissory notes. This linkage was an important factor. He cited his experience with Martin's Furniture located at 501 Chancellor Dr. Under the agreement, the maximum amount was \$150,000 or \$15,000 per year. He noted that each situation was unique. Small business owners must assume some risks. The dollar figure involved was not large. The agreement was dependent upon sales taxes generated at a new business. He believed that something was better than nothing. Incentives were part of the real world. City staff had done a good job with this item.

Alderman Mwilambwe questioned leakage. He questioned how the City knew that sales dollars were leaving the community.

Ms. Robinson cited Buxom's SCOUT program. She noted that Buxom was an external third party. This firm collected and captured data. She cited the furniture category where twenty percent (20%) of these sales dollars were leaving the community. She believed that there was an opportunity. Mr. Bruegge's business would be a true home store. Ashley's corporate officials had visited the City. There would be other product lines available. This agreement would not cannibalize existing businesses.

Alderman Schmidt questioned the City's philosophical approach to incentives for this property. She questioned if this agreement would attract other businesses. In addition, she questioned if parameters had been established.

Ms. Robinson noted her hard work to develop an economic development incentive plan. Each situation was different. The City needed to be open to opportunities. She cited critical properties within the City. In the next three to five (3 – 5) years, the City would focus its efforts on the following properties: Colonial Plaza, Lakewood Plaza, Wildwood and the old rail yards. These efforts should stimulate future growth.

Alderman Fazzini believed that there should be guidelines. He cited industries where there is leakage, revitalizing a location, etc. Agreements should be performance based. There should be a short term pay back to the City with safeguards, (i.e. repayment to the City if unsuccessful). Incentive agreements should meet basic main guidelines.

Alderman Fruin cited the O'Brien auto dealership. He questioned if there had been discussions between City and Town of Normal's staffs. He noted that there were a number

of vacant properties in the community. He believed that there needed to be a discussion beyond this evening's meeting. He questioned Council's direction on this issue and the City's relationship with the Town. Finally, he questioned Council action going forward.

Mr. Hales believed that there was a good working relationship between the City and Town. Perhaps there would be something more formal in the future. He added that both communities would benefit from this agreement. The Town would host an Ashley Furniture distribution center.

Mayor Stockton added that the City and Town shared the gains in the Metro Zone.

Alderman Fruin noted that both communities would be impacted by this agreement. He added that the Town also supported this agreement.

Mr. Hales noted that Normal's was focused on the distribution center. He believed that both projects were needed.

Mayor Stockton added a difference between this agreement and the O'Brien auto dealership was the fact that the O'Brien dealership was an existing business. There may be businesses in the future which are considering both communities.

Mr. Hales noted that the Economic Development Council's (EDC) business attraction program was focused County wide. The EDC developed competitive proposals which addressed what could be offered. There would be no quick resolution but the dialogue had been started.

Alderman Mwilambwe questioned if existing businesses were able to pursue incentives. Mr. Hales responded affirmatively. The door was open to all. He expressed his willingness to meet with existing businesses and have a dialogue. A resolution would need to be reached.

Alderman Stearns questioned if the landlord had offered Mr. Bruegge any incentives. She had spoken with Mr. Namoff. He had not been contacted by the City. The agreement would create an unlevel playing field. She did not believe that the taxpayers were interested in incentive agreements. She noted the belief that this agreement would result in a fully occupied Colonial Plaza Shopping Center. Incentive agreements might be entrenched but she believed that they were not right and would not be successful. She cited the economic forecast for the US Cellular Coliseum. She believed the phrase that this agreement would not cannibalize existing businesses was conjecture. Loyal, existing businesses should be granted the same opportunity. She questioned if there would be other incentives which were not a gift of taxpayer dollars. She restated her opposition to this agreement.

Alderman Purcell had reviewed the information. He would not support this item. There will always be business risk. He was not on board with an incentive program. He questioned the who and the why. Existing businesses have struggled through the national

recession without incentives. He believed in free enterprise. He expressed his concern with future incentives and interest in same.

Alderman Fazzini expressed his opposition if there was no safeguard. Mr. Hales suggested that the agreement could be approved subject to a promissory note being signed.

Alderman McDade questioned the bottom line. She noted the increase costs for infrastructure repair. The City needed to increase revenue and/or increase taxes. The majority of citizens she had spoken to supported increased revenue. The City had a variety of tools in its tool box. The City would be leveraging sales tax dollars to bring in a new business. There should be future Council discussions regarding incentive philosophy and the City's relationship with the Town.

Mayor Stockton requested that City staff draft a document regarding incentives.

Alderman Fruin questioned if Mr. Bruegge had agreed to the safeguard. Ms. Robinson informed the Council that Mr. Bruegge would sign a promissory note.

Motion by Alderman Anderson, seconded by Alderman Fazzini that the amended Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, and Fruin.

Nays: Alderman Stearns and Purcell.

Motion carried.

The following was presented:

SUBJECT: Presentation regarding Accountability Report regarding Worker's Compensation, Property, Casualty and Liability Insurance

**BACKGROUND:** In 2009, the Council approved a one (1) year contract with ASC (Alternative Service Concepts) to provide Worker's Compensation and Property & Casualty Claims Administration. In 2010, the Council approved a contract with ASC to continue to serve as the City's Third Party Administrator (TPA) through April 30, 2012.

During this time, the Council also approved Mike Nugent, Nugent Consultant Services, LLC, to provide Worker's Compensation and Property & Casualty consultant services to the City.

Each year, Mr. Nugent provides the Council with an update on the City's Worker's Compensation and Property & Casualty Claims. Mr. Nugent will also cover:

- Claims Data Analysis including Worker's Compensation Frequency Analysis; Claims Severity; Body Parts; Large Claim Listings and Summary by City Departments.
- Nurse Triage Analysis that will tie into claims severity and frequency.
- Property and Casualty Analysis including Claim Severity; Claims Frequency and Summary by City Departments.
- Worker's Compensation Issues.
- Effects of Worker's Compensation Reform.

Staff is pleased to submit to you the 2011 - 2012 Claims Accountability Reports and report that the City's Worker's Compensation Claims continue to decrease in claim settlements. Worker's Compensation Claims in 2010 - 2011 totaled \$1,574,499 compared to 2011 - 2012 Worker's Compensation Claims which totaled \$1,030,427.

Staff is pleased with the decrease in claim settlements and looks forward to this trend continuing in the future with the addition of the Safety Coordinator to assist the City's Administration and Human Resources Departments with employee safety training.

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

**FINANCIAL IMPACT:** Decrease in Worker's Compensation claim settlements of \$544,072.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Barbara J. Adkins  
Deputy City Manager

David A. Hales  
City Manager

**Mayor Stockton introduced this item.**

**Barb Adkins, Deputy City Manager, addressed the Council. She introduced the various reports. She noted the decrease in Worker's Compensation Claims. In addition, there was a slight decrease in Property/Liability Claims. She noted the claim trends. The City's goal was employee safety.**

**Mike Nugent, Nugent Consulting, LLC, addressed the Council. He had prepared two (2) reports. He started with the Property Claims report. Mr. Nugent addressed the first table entitled Claims Frequency by Policy Year, May 1, 2007 – April 30, 2012. He noted the improvement over the years. He added the claim reporting was changed in 2011. The second table addressed Claim Severity by Policy Year, May 1, 2007 – April 30, 2012. He noted the dollars spent per year and the improvement over the last four (4) years. The third table addressed Claim Frequency by Policy Year, May 1, 2007 – April 30, 2012. This**

table showed the number of claims by coverage, (General Liability, Auto Liability and Property). The fourth table was entitled Property & Casualty Claim Severity by Coverage, May 1, 2007 – April 30, 2012. This table listed dollar cost incurred by coverage, (General Liability, Auto Liability and Property). The fifth table addressed Property & Casualty Claim Frequency by Department, May 1, 2007 – April 30, 2012. This table addressed the number of claims by City department. He noted that the Public Works Department had the largest number of claims. Table six was entitled Claim Severity by Department, May 1, 2007 – April 30, 2012. This table addressed the total dollar cost by department. He also stated that the Public Works Department was listed first. Table seven addressed the Public Works Department's Claim Severity by Policy Year, May 1, 2007 – April 30, 2012. This table showed the policy year and total dollar cost incurred. He added that there had been improvement over the years. Table eight addressed the Police Department's Claim Severity by Policy Year, May 1, 2007 – April 30, 2012. This department had also shown improvement over the years. Table nine addressed the Parks, Recreation & Cultural Arts Department's Claim Severity by Policy Year, May 1, 2007 – April 30, 2012. This department also showed improvement over the years. Table ten was entitled Fire Department's Claims Severity by Policy Year, May 1, 2007 – April 30, 2012. He described this department as stable.

Mr. Nugent addressed the Workers' Compensation Accountability Report, May 17, 2012. He added that the bulk of expenditures were workers' compensation claims. Table one addressed Claims Frequency, May 1, 2007 – April 30, 2012. He added that there were still eight (8) outstanding RIMCO, (Risk Insurance Management Company) claims. This table was divided by indemnity, medical only, and total claims. Table two was entitled Claim Frequency, Years with Open Claims Prior to May 1, 2007. There were fourteen (14) open RIMCO claims. The table was divided by indemnity, medical only and total claims. Table three addressed Claim Severity, May 1, 2007 – April 30, 2012. It also was divided by indemnity, medical only and total claims. This table addressed claim severity. There had been improvement. He cautioned that there might be undeveloped claims. The trend was clear from a safety standpoint. Table four listed the Top Ten Frequency Analysis, May 1, 2007 – April 30, 2012. It listed the top ten (10) areas, (source of injury), the claim numbers, and total cost incurred. The results were as expected. Table five addressed the Top Ten Frequency Analysis, May 1, 2007 – April 30, 2012. The information was presented by nature of injury, claims number and total cost incurred. It listed the leading categories, the frequency and the expenditure. Table six entitled Top Ten Frequency Analysis, May 1, 2007 – April 30, 2012, Table seven entitled Top Ten Severity Analysis, May 1 – 2007 – April 30, 2012, and Table eight entitled Top Ten Severity Analysis, May 1, 2007 – April 30, 2012, were described as redundant. Table six was presented by part of body, claim number and total cost incurred. Table seven was presented by source of injury, claim number and total cost incurred. Table eight was presented by nature of injury, claim number and total cost incurred. Mr. Nugent did not address Table nine which was entitled Top Ten Severity Analysis, May 1, 2007 – April 30, 2012. Table ten presented a Summary by Department, May 1, 2007 – April 30, 2012. The information was presented by department, claim number, open claims number, and total cost incurred. The top three (3) departments were Police, Fire and Public Works. This was as expected. Each department had shown improvement. Table eleven listed the Police Department's Claim Severity, May 1, 2007 –

April 30, 2012. Table twelve listed the Fire Department's Claim Severity, May 1, 2007 – April 30, 2012. Table thirteen listed the Public Works Department's Claim Severity, May 1, 2007 – April 30, 2012. Information was presented by policy year, indemnity, medical only and total cost incurred. He noted the positive improvement in the Police and Fire Departments. The Public Works Department was void of a safety training component. He cited ASC's, (Alternative Service Concepts), intention of hiring a safety employee. Table fourteen addressed the Medical Cost per Claim Comparison, September 1, 2011 – April 30, 2011 versus September 1, 2011 – April 30, 2012. Information was presented by description, claim number. This table addressed the state's workers' compensation reform. He noted the average cost per claim over the two (2) time periods. There was no significant reduction in medical costs. Table fifteen was entitled Lag Time Average by Department, My 1, 2007 – April 30, 2012. This table showed the significance of the nurse triage program. He cited the improvement in lag time. Faster claim reporting had a positive impact upon outcomes. Claims reporting during the first three (3) days equaled 88.1%. Good results had been seen in the first year. Table sixteen was a Large Claim Listing, over \$100,000. These claims represented a significant expense.

Mr. Nugent addressed the fee schedule. The state's workers' compensation reform was supposed to impact direct medical care and an employee's right to choose. Preferred provider panels were supposed to be established. The state had not established any rules. In addition, there was suppose to be an opt out provision. He described the word reform as a misnomer. Real reform needed to address PEDDA, (Public Employees Disability Act). Uniformed police and fire are given 100% of their salary tax free for twelve (12) months under the existing workers' compensation statute. PSEBA, (Public Safety Emergency Benefits Act), also impacted workers compensation, health insurance and duty disability. He also addressed injury aggravation and man as a whole settlements. Individuals can collect multiple times for aggravation to a previous injury. Back injuries are excluded. Shoulders are no longer part of an arm. This was a new ruling. It was too early to tell for all other reform provisions.

Alderman Fruin questioned what other communities were doing to educate their citizens regarding the cost of workers' compensation. Mr. Nugent noted that workers' compensation was a difficult line of business. Insurance coverage was drying up in the state. The City was self insured. Today, there was no choice but to be self insured. Excess coverage had become more expensive because there was more risk. There was nothing on the horizon regarding a statute change.

Alderman Mwilambwe questioned Table 7, Workers' Compensation Top Ten Severity Analysis. He specifically questioned what the City could do within the work place. Mr. Nugent stated his plan to work with ASC to more clearly define the source of injury categories. The area of law enforcement was a challenge. Law enforcement was a difficult job. He noted that the City had seen improvement in this area. He also noted the source of injury category of lifting. This category had the highest number of claims and the highest incurred cost. He cited the work force's age.

**Alderman Anderson cited cities that had automated refuse collection. Mr. Nugent cited the belief that automated trucks have a positive impact upon workers' compensation claims and costs. He offered to research same.**

**Alderman Purcell questioned the impact of tasers. Mr. Nugent noted the improvement in the Police Department's workers' compensation claims. He noted the decline in adverse contact.**

**Mayor Stockton stated that the Council had been provided with good information. He added that there was still room for improvement.**

**Mr. Hales expressed his appreciation to Mr. Nugent and ASC. Their assistance had had a positive impact upon the City's insurance costs. He specifically cited the addition of Medcor as an example.**

SUBJECT: Analysis of Bids for 2012 City Wide Resurfacing

**RECOMMENDATION:** That the unit prices from Rowe Construction Co. for pavement resurfacing at various locations be accepted in the amount of \$1,500,000 with an effective date of May 1, 2012, and the Mayor and City Clerk be authorized to execute the necessary documents.

**BACKGROUND:** At the February 13, 2012 meeting, Council directed the Public Works Department to seek competitive bids for the 2012 General Resurfacing. Two (2) bids were received and opened at 9:00 am on May 30, 2012 in the City Council Chambers. Since the low bid is under budget and the project bid documents allow the addition of resurfacing locations, a contract for the entire budget amount will be awarded.

<b>Company</b>	<b>Location</b>	<b>Amount</b>
H.J. Eppel & Co., Inc.	Pontiac, IL	\$1,670,254.87
Rowe Construction Co.	Bloomington, IL	\$1,449,084.90 *

\*Low bid

Engineer's Estimate	\$ 1,683,948.00
Budget	\$ 3,500,000.00

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

**FINANCIAL IMPACT:** The proposed Fiscal Year (FY) 2013 budget includes \$3,500,000 for the Pavement Management Program. As indicated above, the General Resurfacing contract will be executed in the amount of \$1,500,000. The remaining Pavement Management Funds shall be used for the Street & Alley Repair, Pavement Preservation and Shoulder Repair contracts. Payment to the contractor will be from Capital Improvement Funds (40100100-72530).

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Jim Karch, PE CFM  
Director of Public Works

Patti-Lynn Silva  
Director of Finance

Barbara J. Adkins  
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporate Counsel

David A. Hales  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Mayor Stockton introduced this item.**

**David Hales, City Manager, reviewed City staff's recommendation.**

**Alderman McDade recommended that information regarding the City's 2012 resurfacing program be placed on the City's web site.**

**Motion by Alderman Anderson, seconded by Alderman Mwilambwe that the unit prices from Rowe Construction Co. for pavement resurfacing at various locations be accepted in the amount of \$1,500,000 with an effective date of May 1, 2012, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT: Analysis of Bids for 2012 Street and Alley Repair**

**RECOMMENDATION:** That the unit prices from Rowe Construction Co., for street and alley repairs in the amount of \$1,750,000 be accepted, the contract be approved with an effective date of May 1, 2012, and the Mayor and City Clerk be authorized to execute the necessary documents.



**BACKGROUND:** At the February 13, 2012 meeting, Council directed the Public Works Department to seek competitive bids for 2012 Street and Alley Repair. Three (3) bids were received and opened at 9:00 am on May 30, 2012 in the City Council Chambers. Since the low bid is under budget and the project bid documents allow the addition of repair locations, a contract for the entire budget amount will be awarded.

<b>Company</b>	<b>Location</b>	<b>Amount</b>
McLean County Asphalt	Bloomington, IL	\$1,541,004.25
Rowe Construction Co.	Bloomington, IL	\$1,259,036.61 *
H.J. Eppel & Co., Inc.	Pontiac, IL	\$1,300,472.25

\*Low bid

Engineer’s Estimate	\$ 1,623,266.20
Budget	\$ 3,500,000.00

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

**FINANCIAL IMPACT:** The proposed Fiscal Year (FY) 2013 budget includes \$3,500,000 for the Pavement Management Program. As indicated above, the Street and Alley Repair contract will be executed in the amount of \$1,750,000. The remaining Pavement Management Funds shall be used for the Pavement Preservation and Shoulder Repair contracts. Payment to the contractor will be from Capital Improvement Funds (40100100-72530).

FY 2013 Pavement Management Program budget is \$3,500,000. Resurfacings will be \$1,500,000, Street and Alley repair will be \$1,750,000, leaving a remaining balance of \$250,000 available to be used for Pavement Preservation and Shoulder Repair.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Jim Karch, PE CFM  
Director of Public Works

Patti-Lynn Silva  
Director of Finance

Barbara J. Adkins  
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg  
Corporate Counsel

David A. Hales  
City Manager

(CONTRACT ON FILE IN CLERK’S OFFICE)

**Mayor Stockton introduced this item.**

David Hales, City Manager, reviewed City staff's recommendation. He acknowledged the efforts of the City's Engineering staff.

Motion by Alderman Anderson, seconded by Alderman McDade that the unit prices from Rowe Construction Co. for street and alley repairs be accepted in the amount of \$1,750,000 with an effective date of May 1, 2012, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

**CITY MANAGER'S DISCUSSION:** David Hales, City Manager, addressed the Council. The 2012 Action Plan report would be deferred until the Council's next meeting. He welcomed the Council's questions regarding this status report.

**MAYOR'S DISCUSSION:** Mayor Stockton reviewed the Liquor Commission's June 12, 2012 meeting agenda. There were several items on the agenda. He cited the following: Elroy's located at 102 W. Washington St., request for a change of classification from a tavern to a restaurant; Daddios located at 527 N. Main St., request to host alcohol free teen nights; Gat's Jazz Club, 420 N. Main St. requesting a tavern license; and Binny's Beverage, 1407 Veterans Pkwy. requesting a packaged license. This business would be located in the Lakewood Plaza. This was Chicago based chain.

**ALDERMAN'S DISCUSSION:** Alderman Anderson had just returned from a vacation to Costa Rica. He expressed his appreciation of the Public Works Department's efforts.

Alderman Schmidt addressed the WGLT Summer Concert which was held in the Downtown on Saturday, June 9, 2012. The Downtown was filled to capacity. She described this event as a success. He added that there also was a Willie Nelson concert at the US Cellular Coliseum that night.

Alderman Fazzini noted that the fourteenth Annual Economic Outlook for McLean County breakfast would be held on Tuesday, June 12, 2012. In addition, the McLean County History Maker Gala would be held on Thursday, June 14, 2012. To date, there were 480 reservations. Finally, he planned to attend the Peoria City Council Meeting on Tuesday, June 26, 2012. He encouraged Council members to join him.

Alderman Purcell attended the Miller Park Zoo's 125<sup>th</sup> Birthday Celebration on Saturday, June 9, 2012.

He questioned the Council's interest in a Work Session on video gaming terminals. He believed these terminals were a potential source of revenue. The City would have to opt in.

Mayor Stockton questioned if there was opposition to same. At this time the City had not opted in.

Alderman Stearns recommended that an ordinance be drafted to rescind the existing one. She questioned what a Work Session would accomplish. She had been contacted by the VFW, (Veterans of Foreign War), located at 1006 E. Lincoln St. It appeared that the City was not currently enforcing its ordinance. She believed that the City was already there.

David Hales, City Manager, believed that the ordinance was being enforced. It can be a challenge. The City would hear from the citizens regardless. City staff would draft an amended ordinance for Council consideration.

Mayor Stockton requested that information be provided regarding other cities and the revenue potential. Other issues included enforcement. Information should be distributed for public input.

Mr. Hales noted that gaming revenue would be an estimated. This would be a policy decision by the Council. It would be a statement regarding the community's culture.

Mayor Stockton restated his interest in public input.

Alderman Stearns believed that in reality the machines were everywhere. The machines would be taxed. She added that the County and Town of Normal had opted in. She cited other types of gambling: the lottery, bingo and off track betting.

Alderman Purcell added that the Work Session discussion should include the decision where these dollars would be directed.

Alderman Mwilambwe requested a discussion regarding a noise ordinance.

Alderman Fruin noted State Farm Insurance's 90<sup>th</sup> Birthday.

He added that the City had a new park, Gaelic Park, opened on June 7, 2012. He encouraged all to visit this park. He believed that it would be well used.

Motion by Alderman Anderson, seconded by Alderman Fazzini, that the meeting be adjourned. Time: 9:20 p.m.

**Motion carried.**

**Tracey Covert  
City Clerk**