

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, JULY 23, 2012, 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Recognition/Appointments**
 - A. Police Oath Of Office – Officer Luke Maurer**
 - B. Proclamation – 50th Anniversary for Sister Cities, Asahikawa, Japan, Bloomington, IL, and Normal, IL**
- 6. “Consent Agenda”**
 - A. Council Proceedings of Citizen Voice Meeting on April 30, 2012 and Council Meeting on July 9, 2012. (Recommend that the reading of the minutes of the previous Council Meeting of July 9, 2012 and Citizen Voice Meeting of April 30, 2012 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Petition from CIP, LLC requesting approval of a Final Plat for the Fifteenth Addition to Airport Park Subdivision located west of Towanda-Barnes Road and north of Empire Street (IL RT 9). (Recommend that the final plat be approved subject to the petitioner paying the required tap-on fees prior to recording the plat and the ordinance passed.)**
 - D. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington’s Davis Lodge on August 19, 2012. (Recommend that the**

Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on August 19, 2012 be passed.)

- E. Analysis of Bids for White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material for the Public Works Streets and Sewers Division. (Recommend that the bid for the purchase of White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material for the remainder of FY 2013 be awarded to Diamond Vogel Paint, Bloomington, IL in the amount of up to \$78,395.25, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- F. Request to Purchase one (1) Replacement Truck with Service (Utility) Body. (Recommend that the bid for one (1) Replacement Truck with Service (Utility) Body be awarded to Marrow Brothers Ford in the amount of 21,155.00 and one (1) Service Utility Body be awarded to Koenig Body and Equipment in the amount of \$7,925.00, for a total of \$29,080.00, and the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution be adopted.)**
- G. Professional Services Contract for the Bloomington Center for Performing Arts. (Recommend that the contracts from Creative Artists Agency and Goodsmack Productions, Inc. in the amount of \$50,000 be accepted and that the City Manager and City Clerk be authorized to execute said contract.)**
- H. Purchase of fourteen (14) variable speed drives for the Heating Ventilation and Air Conditioning (HVAC) System in the US Cellular Coliseum. (Recommend that purchase of new variable speed drives from Wilcox Electric and Service, 1801 Industrial Park Drive, Normal, IL in the amount of \$60,978.80 be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Proposed Change Order for 2012 Drainage Improvements (Citywide). (Recommend that the Amendment to the contract with Stark Excavating, Inc. for the 2012 Drainage Improvements (Citywide) in the amount of \$24,160.00 be approved.)**
- J. Petition submitted by William Jesse, Charles Radcliffe, Elmer “Ray” McWhorter, Jason Knuth, David Biddle, and Barbara Erdman, requesting approval of the vacation of a north south alley bounded by Circle Ave, Washington St, Darrah St, and Brown St. (Recommend that the Vacation be approved and the Ordinance passed.)**
- K. Lake Bloomington Lease Transfer Petition for Lot 1, Block 22 of Camp Potawatomie from CDTD, LLC to Daniel J. O’Brien. (Recommend that the Lake Lease be approved with the condition that the septic system be replaced by November 1, 2012 and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- L. **Lake Bloomington Lease Transfer Petition for Lots 18 and 18 A, Block 0 of Camp Peoria Point from Margaret Wolf to Heartland Bank Trust # 416. (Recommend that the Lake Lease be approved with the condition that the septic tank be replaced by November 1, 2012 and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- M. **Lake Bloomington Lease Transfer Petition for Lot 23, Block 2 of Camp Kickapoo from Patricia Kaisner to Aaron and Jennifer Davitt. (Recommend That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

7. “Public Hearings”

8. “Regular Agenda”

- A. **Ordinance Amending the City’s Ordinances to Permit Video Gambling as Permitted by State Law. (Recommend that the ordinance be passed.)**
- B. **Ordinance Amending the City Code Relating to Rules Governing the Use of City Water and Water Emergency Response. (Recommend that Text Amendments to Chapter 27, Section 8 of the City Code, Rules Governing the Use of City Water, be amended by removing paragraph (b), Authority to Impose Water Use Restrictions, and relettering the remaining paragraphs (c) through (g), also that the subject matter of the previous Chapter 27, Section 8, paragraph (b), Authority to Impose Water Use Restrictions be moved to and expanded upon, in the new Section 36, Water Emergency Response Ordinance, of Chapter 27, be approved and the Ordinance passed.)**
- C. **Professional services contract for the construction of the Fire/Rescue Training Tower located at 1911 E. Hamilton Road. (Recommend that a professional services contract for \$327,232.70 be awarded to PJ Hoerr of Normal, IL for the construction of the Fire/Rescue Training Tower located at 1911 E. Hamilton Road and the Mayor and City Clerk be authorized to execute the necessary documents.)**

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session - cite section

13. Adjournment

14. Notes

FOR COUNCIL: July 23, 2012

SUBJECT: Proclamation

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

BACKGROUND: The proclamation will be presented: Japanese Sister City Ashiakawa 50th Anniversary.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Stephen F. Stockton
Mayor

Attachments: Attachment 1. Proclamation

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

PROCLAMATION
Honoring the 50th Anniversary of Sister Cities
Asahikawa, Japan – Bloomington, IL – Normal, IL

WHEREAS, *President Dwight Eisenhower as part of his "People to People" Program conceived the idea of Sister City Programs; and,*

WHEREAS, *in 1960 Alvin Keller City Finance Director wrote letters to many foreign cities inviting them to consider being a Sister City to Bloomington, IL; and,*

WHEREAS, *Asahikawa Mayor Maeno responded to the invitation and in March of 1962 the Bloomington City Council accepted the response and Mayor McGraw officially notified Asahikawa they were our Sister City; and,*

WHEREAS, *Mayor McGraw asked Judy Stern to be the first "Good Will Emissary" to Asahikawa and Mr. and Mrs. Taniguchi were the first to officially visit Bloomington in 1963. Ned Cicciu and Dr. Moriyama were appointed as the first Chairmen from the two cities; and,*

WHEREAS, *Tommy Uede and Dennis Elder were the first High School exchange students followed by 60 such exchanges since; and,*

WHEREAS, *we had the first marriage between our cities, Scott Williams and Miyuki Tanaka. This marriage in 1976 was considered the Sister City's social event of the decade; and,*

WHEREAS, *all Mayors since that time have led delegations to visit each City' and Normal officially joined the relationship in 1980 and has been an active partner since; and,*

WHEREAS, *Since that time friendship gardens, a bridge, flowers, trees and even squirrels have been symbols of the lasting association; and,*

WHEREAS, *we are here today to celebrate 50 years of this friendship and recommit ourselves and our future generations to continue and enhance this program.*

NOW, THEREFORE, *We do hereby proclaim the week of July 23- 27, 2012 to be*

Asahikawa-Bloomington-Normal Week

and ask all our citizens to honor the significance and contributions it has offered.

Stephen F. Stockton
Mayor - Bloomington

Christopher Koos
Mayor - Normal

FOR COUNCIL: July 23, 2012

SUBJECT: Council Proceedings of July 9, 2012 and Citizens Voice Meeting of April 30, 2012

RECOMMENDATION/MOTION: That the reading of the minutes of the Council Proceedings of July 9, 2012 and Citizens Voice Meeting of April 30, 2012 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of July 9, 2012 and Citizens Voice Meeting of April 30, 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: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

FOR COUNCIL: July 23, 2012

SUBJECT: Bills and Payroll

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

BACKGROUND: The list of bills and payrolls will be posted on the City’s website on Thursday, DATE 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)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk’s office. Also available at www.cityblm.org

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

FOR COUNCIL: July 23, 2012

SUBJECT: Petition from CIP, LLC requesting approval of a Final Plat for the Fifteenth Addition to Airport Park Subdivision located west of Towanda-Barnes Road and north of Empire Street (IL RT 9)

RECOMMENDATION/MOTION: That the final plat be approved subject to the petitioner paying the required tap-on fees prior to recording the plat and the ordinance passed.

BACKGROUND: This final plat consists of one lot located on the west side of Ekstam Drive north of Gerig Drive and south of Cornelius. The zoning along this block of Ekstam is primarily B-1 (Highway Business District). The approved preliminary plan for this subdivision approved by Council on November 13, 2000 shows the subject area to be C-1 (Office District). The council approved rezoning the subject area from C-1 (Office District) to B-1 (Highway Business District) on January 22, 2001. The zoning to the west and north of this lot is R-3B. This proposed 1.98 +/- acre lot is being developed as part of the 6.00 +/- Wingover East Apartments project.

Detention for the subject area will be provided onsite, in accordance with the preliminary plan covering this site approved by Council on November 13, 2000.

A special use permit was approved by council on July 9, 2012 for multiple family dwellings for the property located at 1028 Ekstam Drive.

Section 7.2 Parkland Dedication Requirements in City Code Chapter 24 Land Subdivision Code requires donation of parkland, or a fee in lieu of, for residential zoning (see excerpt of Section 7.2 below). This final plat consists of B-1 zoning and therefore does not enact the parkland dedication ordinance.

Section 7.2 : Dedication Requirements.

The dedications of land or cash contributions in lieu thereof required by this Ordinance shall also be required as a condition to the annexation of any land to the City and provisions therefor shall be incorporated in any pre-annexation agreement governing such land. As a condition of approval of a final plat of a subdivision code, each owner, subdivider or developer or property with a residential zoning classification, shall be required to dedicate land for park and recreational purposes, to serve the immediate and future needs of the residents of the development or to contribute cash in lieu of said actual land dedication, or to make a combination of cash contribution and land dedication at the election of the City...

The City Manager has directed staff to prepare an ordinance that would require residential development in a non-residential zone to be subject to parkland dedication or a parkland case contributes. This ordinance will be submitted to the Planning Commission in the very near future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CIP, LLC., Apartment Mart, and adjacent properties. There was a public hearing for a Special Use Permit and variance before the Zoning Board of Appeals on June 20, 2012.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration,

Prepared by:

Legal Review by:

Recommended by:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Attachments: Attachment 1. Petition
Attachment 2. Map
Attachment 3. Tap On Fees Memo

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF ILLINOIS)
)SS
COUNTY OF McLEAN)

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

NOW COMES CIP, L.L.C., an Illinois Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises described on Exhibit A attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision to be known and described as Airport Park Subdivision 15th Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None;
4. That your petitioner hereby dedicates to the public, all public rights-of-way and easements shown on said Final Plat;

WHEREFORE, your Petitioner, CIP, L.L.C., an Illinois Limited Liability Company, prays that the that the Final Plat for Airport Park Subdivision 15th Addition, Bloomington, Illinois, submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,
CIP, L.L.C., an Illinois Limited Liability Company, Petitioner,

By _____
Its Attorney

ORDINANCE NO. 2012 - _____

**AN ORDINANCE FOR APPROVAL OF THE FINAL PLAT OF
AIRPORT PARK SUBDIVISION 15TH ADDITION**

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 Airport Park Subdivision 15th Addition, legally described on 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 Chapter 24 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 the requirements of the Bloomington City Code.

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

1. That the Final Plat of Airport Park Subdivision 15th Addition, and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 23rd day of July, 2012.

APPROVED this ___ day of July, 2012.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

Legal Description

A part of the W¹/₂ of the SE¹/₄ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 121 in Airport Park Subdivision 1st Addition according to the Plat thereof recorded as Document No. 2001-33847 in the McLean County Recorder of Deeds Office, on the west right of way line of Ekstam Drive; thence S.00°-20'-26"E. 432.00 feet on said west right of way line to the northeast corner of Lot 127 in Airport Park Subdivision 5th Addition according to the Plat thereof recorded as Document No. 2002-10451 in the McLean County Recorder of Deeds Office; thence S.89°-39'-34"W. 200.00 feet to the northwest corner of said Lot 127 on the east line of Lot 263 in Airport Park Subdivision 6th Addition according to the Plat thereof recorded as Document No. 2003-42269 in the McLean County Recorder of Deeds Office; thence N.00°-20'-26"W. 432.00 feet to the southwest corner of said Lot 121 in Airport Park Subdivision 1st Addition; thence N.89°-39'-34"E. 200.00 feet to the Point of Beginning containing 1.98 acres, more or less, with assumed bearings given for description purposes only.

MEMORANDUM

June 27, 2012

TO: Tracey Covert, City Clerk
 FROM: Anthony Meizelis
 RE: Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Airport Park Subdivision, 15th Addition** approved by City Council on July 23, 2012.

A. Performance Guarantee:

110% of incomplete public improvement construction costs as of 6/27/12: \$ 0
 10% of all completed public improvement construction costs: \$ 0
 Total (Amount of the bond): \$ 0

B. Tap-On Fees:

There are tap-on fees due from **Airport Park Subdivision, 15th Addition** per the annexation agreement:

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley Sewer	5402	\$556.38	\$1,187.87	\$1,744.25
2	G.E. Valley Sewer Extn	5402	\$594.00	\$596.97	\$1,190.97
3	Deneen Sewer	5402	\$1,847.34	\$1108.40	\$2955.74
4	Rt 9 Watermain	5002	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land*	7201	\$0.00	\$0.00	\$0.00
	Total		\$2,997.72	\$2893.25	\$5,890.97

115 E Washington St
 Post Office Box 3157
 Bloomington, Illinois
 61702-3157
 309.434.2225 tel
 309.434.2201 fax
 For Hearing Impaired
 TTY 309.829.5115

Subdivision Area: 1.98 acs.; Frontage along RT 9 : 0'

- 1) G.E.Valley Sewer: \$281/ac +6% from 12/76;
- 2) G.E.Valley Sewer Extn.: \$300/ac +6% from 10/95;
- 3) Deneen Sewer: \$933/ac +6% from 7/01 after 7/2002;
- 4) Rt 9 W.M.: \$15/ft. frontage on Rte. 9 +6% from 6/01;
- 5) *Developer to pay park land dedication fee for R-2 @ (7acs/1000 P.E.. 2.32 P.E. per D.U) \$28,000.00 per acre; and for the R-3B property based on a fair market value of \$33,000.00 per acre for the actual as-built density. R-2 Lots in this plat = 0, # of R3B Lots in Sub=0(total DU=0), **All lots are B-1 (highway business), no park land fee.**

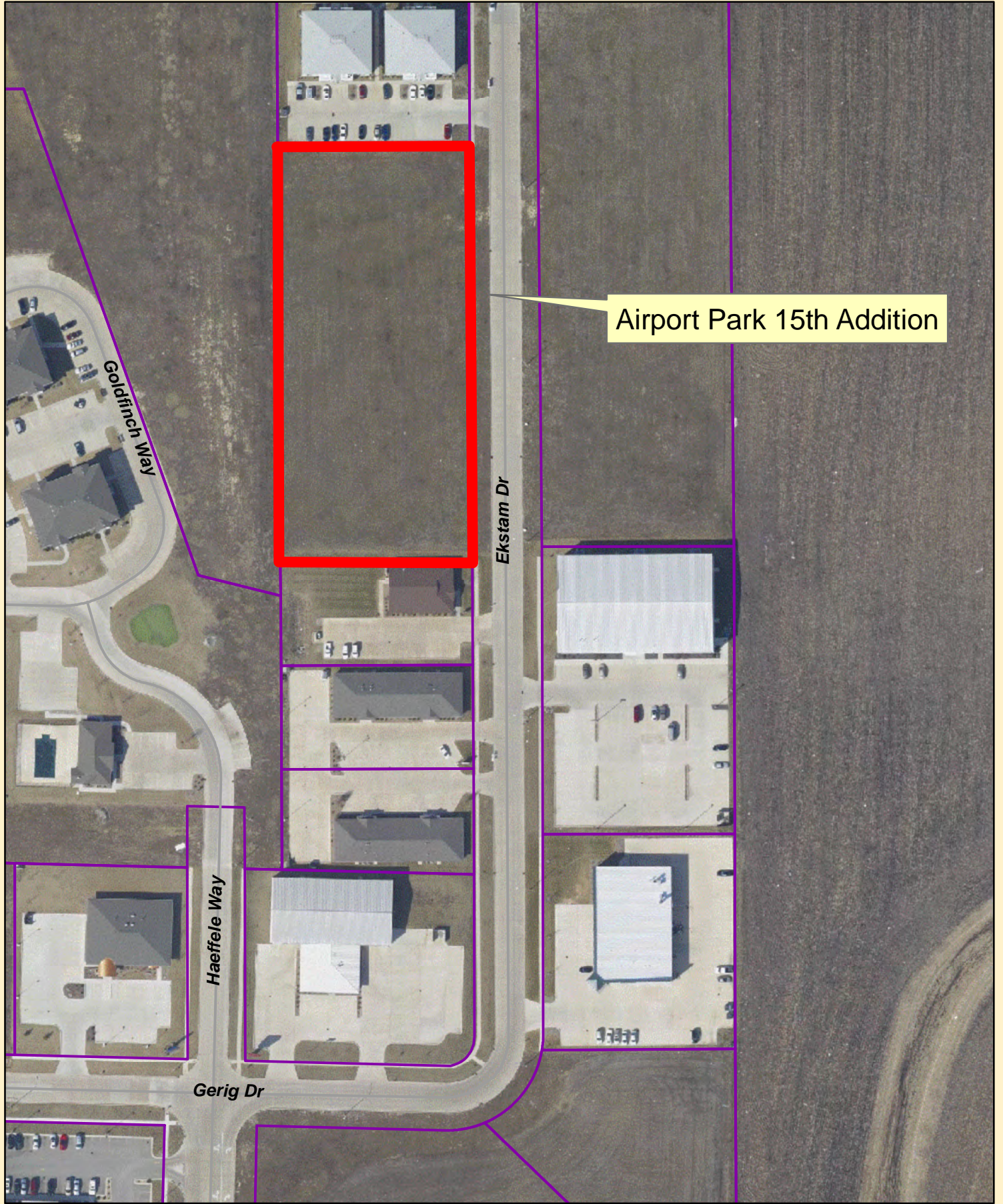
an equal opportunity employer



Anthony Meizelis, P.E.
 Civil Engineer I

cc: Patti-Lynn Silva: Finance Dept.; Eng.: Duane Yockey, LYB

Airport Park Subdivision 15th Addition



Airport Park 15th Addition

Goldfinch Way

Ekstam Dr

Haeffele Way

Gerig Dr

FOR COUNCIL: July 23, 2012

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on August 19, 2012

RECOMMENDATION/MOTION: That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on August 19, 2012 be passed.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of Kurt Rhoda and Janni Rhoda to allow moderate consumption of alcohol at Davis Lodge for their parent's 50th Wedding Anniversary on August 19, 2012. Present at the hearing were Liquor Commissioners Stephen Stockton, Richard Buchanan, Steve Petersen, Mark Gibson and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief; and Tracey Covert, City Clerk, and Kurt Rhoda, requester's representative.

Commissioner Stockton opened the liquor hearing and requested that Mr. Rhoda, requester's representative, address the Commission regarding this request. Kurt Rhoda addressed the Commission. He informed them that he and Janni Rhoda, his sister in law, were planning a 50th wedding anniversary open house and dinner for their parents. The date is Sunday, August 19, 2012 between the hours of 2:00 - 7:00 p.m. Invitations have been extended to 200 people with an estimated attendance of 100 - 150 individuals. A family dinner is scheduled to commence at 5:00 p.m. Beer and wine would be catered by CJ's Restaurant, located at 2901 E. Empire.

Motion by Commissioner Tompkins, seconded by Commissioner Buchanan that the request of Kurt and Janni Rhoda to allow moderate consumption of alcohol at Davis Lodge for their parents' 50th wedding anniversary on August 19, 2012 be approved.

Motion carried, unanimously (viva voce).

Commissioner Stockton noted that CJ's will also be required to obtain a one (1) day liquor license from McLean County.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 10, 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.

Reviewed by:

Reviewed by:

Reviewed by:

Craig M. Cummings
Director of Water

David A. Hales
City Manager

Randall D. McKinley
Police Chief

Respectfully submitted by:

Stephen F. Stockton
Chairman of Liquor Commission

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

ORDINANCE NO. 2012 -

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

Whereas, Kurt Rhoda and Janni Rhoda are planning to hold their parents' 50th wedding anniversary open house and dinner at the Lake Bloomington Davis Lodge from 2:00 p.m. to 7:00 p.m. on August 19, 2012; and

Whereas, Kurt Rhoda and Janni Rhoda have requested permission from the City to serve beer and wine during this event; and

Whereas, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on August 19, 2012 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 23rd day of July, 2012.

APPROVED this ___th day of July, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 23, 2012

SUBJECT: Analysis of Bids for White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material for the Public Works Streets and Sewers Division

RECOMMENDATION/MOTION: That the bid for the purchase of White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material for the remainder of FY 2013 be awarded to Diamond Vogel Paint, Bloomington, IL in the amount of up to \$78,395.25, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: The Public Works Department's Streets and Sewers Division received permission to purchase a new self-propelled traffic line painting machine from E-Z Liner Industries at the March 26, 2012 City Council Meeting. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from 55 gallon drums. A bid specification was created which allows for the purchase of traffic line paint to be used not only with the new machine but also with the existing walk behind traffic line painting machines.

On July 10, 2012 at 11:00 a.m. bids were opened and read. A total of five (5) bids were received. The five (5) bids are as follows:

<u>Vendor</u>	<u>Traffic Line Paint and Beads</u>
AllStates Coatings Company	\$42, 794.90
Ennis Paint	\$61, 644.185
Diamond Vogel Paints**	\$78,398.25
Sherwin Williams	\$89, 177.35
Don Smith	No Bid

(**Recommended)

The white and yellow high durability traffic line paint and glass beads for pavement marking provided by Diamond Vogel Paints, Bloomington, IL is recommended for the following reasons:

1. The paint specification provided by this vendor meets and/or exceeds the bid specification submitted by staff.
2. This bead specification provided by this vendor meets and/or exceeds the bid specification submitted by staff.
3. This is the lowest priced while meeting all of the bid specifications, without exception. The other vendors failed to include the addendum to the bid specification with their bid packet.

Staff respectfully requests to accept the bid from Diamond Vogel Paint of Bloomington IL. Staff will begin ordering white and yellow high durability traffic line paint and glass beads for pavement marking from this vendor upon approval of this bid by the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on June 20, 2012. Five (5) bid packages were provided. A total of five (5) bids were received.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$73,500 in the General Fund line item 10016120-71098. The total cost to purchase the white and yellow high durability traffic line paint and glass beads for pavement marking is \$78,398.25. This purchase is \$4,898 higher than the budget; however, staff recommends this purchase based upon the explanation offered with the background section.

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

Legal Review by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

FOR COUNCIL: July 23, 2012

SUBJECT: Request to Purchase one (1) Replacement Truck with Service (Utility) Body

RECOMMENDATION/MOTION: Recommend that the bid for one (1) Replacement Truck with Service (Utility) Body be awarded to Marrow Brothers Ford in the amount of 21,155.00 and one (1) Service Utility Body be awarded to Koenig Body and Equipment in the amount of \$7,925.00, for a total of \$29,080.00, and the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution be adopted.

BACKGROUND: Public Works Street Maintenance Division has a 1992 GMC 3500 truck equipped with a service (utility) body which is due to be replaced with a new vehicle. This truck is over twenty years old and through daily use has accumulated over 150,000 miles. The truck is in poor condition with a build-up of rust on the exterior and staff has determined it would be inefficient to commit further dollars towards the maintenance of this vehicle.

Bids for the installation of the service body were opened on July 10th at 11:30AM. A total of six bids were received from various vendors and the results are summarized as follows:

<u>Vendor</u>	<u>Service Body with Installation</u>
Koenig Body	\$7,925.00
Drake-Scruggs	\$8,293.00
Linco- Percision	\$8,435.00
Monroe Truck	\$9,149.00
Altec	\$9,197.00
Badger Truck	\$12,250.00

Staff recommends the acceptance of the low bid for the installation of the service body from Koenig Body and Equipment of Peoria Illinois and the purchase of the chassis from the State of Illinois Joint Purchasing Contract from Marrow Brothers Ford Greenfield Illinois.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$33,000 for the purchase of the Public Works Street Maintenance Service Body truck in line item 40100130-72130. The replacement truck will cost \$29,080, thus the truck came in under budget by \$3,920 or 11.8% under budget. The initial purchase of the truck will be financed through a five year capital lease; however, the principal and interest payment is appropriated within the Street Maintenance Department.

Respectfully submitted for Council consideration,

Prepared by:

Reviewed by:

Reviewed by:

Jim Karch
Director of Public Works

Barbara J. Adkins
Deputy City Manager

Patti-Lynn Silva
Finance Director

Reviewed by:

Recommended by:

Kim Nicholson
Purchasing Agent

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

FOR COUNCIL: JULY 23, 2012

SUBJECT: Professional Services Contract for the Bloomington Center for Performing Arts

RECOMMENDATION/MOTION: That the contracts from Creative Artists Agency and Goodsmack Productions, Inc. in the amount of \$50,000.00 be accepted and that the City Manager and City Clerk be authorized to execute said contract.

BACKGROUND: Staff respectfully requests approval of contracts to engage persons and/or groups represented by: Creative Artists Agency and Goodsmack Productions, Inc. to perform services in the Bloomington Center for the Performing Arts. Contract expenses for the contracts will be \$50,000.00. The contract prices cover the performing artist fees for two performances coming to the BCPA in the fall of 2012. For proprietary and competitive advantage reasons Staff does 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 broad, positive community involvement and contribute to the public service mission of the Bloomington Center for the Performing Arts.

FINANCIAL IMPACT: Funds for these contracts have been appropriated in the FY 2013 budget from line item 21101100-70220 and will be offset by future revenues from ticket sales, grants, playbills, concessions, advertising and sponsorships. These revenues are targeted to offset the additional artist expenses for travel, meals and lodging. The preliminary, unaudited, unreserved fund balance for FY 2012 for the BCPA is \$415,538, which includes an additional \$250,000 transfer from the General Fund approved by City Council at the end of FY 2012. This balance includes the compilation of fiscal year revenues and expenditures, but does not include any potential audit adjustments yet to be made for FY 2012.

Respectfully submitted for Council consideration.

Prepared by:

Legal Review by:

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

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Attachments: Attachment 1. Artist Contracts

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

ELECTRONIC

AGREEMENT made this 17th day of Apr, 2012
Between Lyle Lovett - In Klein Productions, Inc (95-4451036)

(hereinafter referred as "PRODUCER"), and Bloomington Center for the Performing Arts
(hereinafter referred as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the
PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions
herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

1. Name and Address of Place of Engagement: Bloomington Center for Performing Arts - Bloomington, IL

2. Date(s), Showtime: Wed, 22nd of August, 2012 @ 07:30 PM

3. Additional Information:

Billing: Artist to receive 100% Headline billing as "Lyle Lovett and his Large Band."
Performance Length: Artist to perform one (1) complete set. - 90 minutes - COB
Sound and Lights: Purchaser to pay \$6,000 for Artist-supplied sound and lights.
Support Talent: Artist to perform "An Evening With."
Additional Provisions: * Purchaser to pay \$300 for Artist-supplied piano. only if arriving via air. - COB
* Purchaser to pay for local ground transportation, if needed, per Artist's specifications and advance with tour manager.
* All ad, marketing plans and on-sale materials must be approved and coordinated with Lucy Kozak at CAA / lkozak@caa.com prior to the engagement.

Merchandise: 85/15 gross sales.

Who Sells: Artist sells

4. COMPENSATION AGREED UPON (Amount and Terms):
\$50,000.00 guarantee

Table with columns: TICKET SCALING, Show Type, Public Concert, P-1, P-2, P-3, P-4, Total Capacity, Total Tax%, Gross Potential, Tax/Deductions, Net Potential. Includes handwritten note: 'If Purchaser sells, Purchaser retains 20% gross sales. - COB'

Table with columns: ADDITIONAL PER TICKET CHARGES, TYPE, RESTORATION FEE, COST, INCL. IN PRICE? Restoration Fee \$1.00 no

5. DEPOSITS/CONTRACTS: \$25,000.00 due IMMEDIATELY No Deposits. 100% payment date of service.
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash.
Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on
behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for
Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE
RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments,
if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

- 6. Riders Attached Hereto Are Hereby Made a Part Hereof.
7. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
8. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
9. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means
whatsoever, in the absence of a specific written agreement with the Producer relating to and permitting such recording, reproduction or
transmission.

Signed: (ARTIST/PRODUCER)
PRODUCER: In Klein Productions, Inc (95-4451036)

Signed: (PURCHASER)
PURCHASER: Bloomington Center for the Performing Arts - Bloomington, IL by Steven Stockton David A. Hales - City Manager

Mail To: Joel Aalberts; Bloomington Center for the Performing Arts; 107 E. Chestnut Street; Bloomington, IL 61701
Business phone: 309-434-2764; Return all signed copies to Agent: Scott Morris Agreement No. 518567

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE
"ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

Lyle Lovett - Bloomington Center for Performing Arts - Bloomington, IL (Buyer: Bloomington Center for the Performing Arts - Bloomington, IL)

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the performances set forth in the Agreement (the "Performance(s)"), and if required by PRODUCER, any and all rehearsals therefore, including, but not limited to:

a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;

c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;

e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.

~~7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.~~

Venue reserves the right to provide comps as necessary for audience development purposes.

8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s);

a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale; -COB

b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and

c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.

9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.

retains 15% gross sales. If artist sells, Presenter retains 20% gross sales. -COB

(60) - (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations. sixty -COB

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other

Lyle Lovett - Bloomington Center for Performing Arts - Bloomington, IL (Buyer: Bloomington Center for the Performing Arts - Bloomington, IL)

agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

14. Currency. Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure.

- a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.
- b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

- a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.
- b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

Lyle Lovett - Bloomington Center for Performing Arts - Bloomington, IL (Buyer: Bloomington Center for the Performing Arts - Bloomington, IL)

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

17. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees, contractors, or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and

4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of ~~California~~ ^{Illinois} without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in ~~Los Angeles, California~~ ^{McLean Co, IL}

This clause is reciprocal.
-COB

-COB

Lyle Lovett - Bloomington Center for Performing Arts - Bloomington, IL (Buyer: Bloomington Center for the Performing Arts - Bloomington, IL)

accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. Page 5 of 5



ADDITIONAL RIDER TO CONTRACT DATED : 17th of April, 2012
 BY AND BETWEEN Lyle Lovett - In Klein Productions, Inc (95-4451036)
 (hereinafter referred as **PRODUCER**), AND Bloomington Center for the Performing Arts
 (hereinafter referred as **PURCHASER**) FOR PERFORMANCE (S) AT Bloomington Center for Performing Arts
 IN Bloomington, IL ON Wed, 22nd of August, 2012 @ 07:30 PM

Expenses

VARIABLE EXPENSES:

Total Variable %: .00% **Total Variable \$:** \$.00

FIXED EXPENSES:						
Piano (/ buyout)	\$300.00	Sound & Lights (/ buyout)	\$6,000.00			
Notes:					Total:	\$6,300.00

If the **PURCHASER** has other or greater expenses, the contract shall not be affected (except advertising, stagehands or catering, which may increase with written approval of **ARTIST**'s management). If, however, the bona fide aggregate paid bills related to any of the above listed costs shall total less than stated herein, the expenses will be reduced by the difference between the total listed costs above and actual total listed costs as established to the reasonable approval of **ARTIST**'s auditors based on the books, records, and paid bills maintained in connection with the event. It is the responsibility of the **PURCHASER** to have on hand at the event any and all original paid or unpaid bills needed to document said expenses. Any expenses not so documented will be the **PURCHASER**'s sole responsibility.

ACCEPTED AND AGREED TO BY:

 (Signature of Purchaser)

 (Signature of Artist)

Lyle Lovett and his Large Band Contract/Production Rider
as of: June 2012

Please read this rider carefully to insure the provisions meet with your understanding and approval before signing.

This rider is not intended to cause hardship but rather to give THE PURCHASER and the audience the best show possible and to contribute to the overall success of the show. If for any reason the purchaser finds it necessary to make any changes to these basic requirements, or if any section is impossible, not feasible, or in need of clarification, please contact the responsible agent for your date.

Each page of this rider must be initialed by the PURCHASER. Failure to provide such initials will constitute acceptance of all conditions set forth on said page.

1. BILLING

A. In all instances ARTIST shall be billed as:

"Lyle Lovett and his Large Band"

B. In all instances ARTIST is to receive 100% sole star billing in any and all advertising, marquees, lights, display ads, programs and any other form of publicity and promotion.

C. When performing as the special guest, support, or opening act, the ARTIST is to receive 100% equal "SPECIAL GUEST STAR" billing in any and all advertising, marquees, lights, display ads, programs and any other form of publicity and promotion.

D. In the event of an "EVENING WITH" there will be no intermission.

2. APPROVAL OF OPENING ACTS

A. ARTIST shall have the right to approve any opening acts proposed by the PURCHASER for the program and to determine the length of performance by those acts. Solo, singer songwriters performing original material are preferred.

B. PURCHASER agrees that ARTIST'S staging and equipment setup overrides any opening act or special guest setup.

3. AUDIENCE SEATING

PURCHASER shall provide a seat for every paying member of the audience. In venues without permanent seating, PURCHASER shall provide chairs to seat every potential Ticket buyer. Under no circumstances shall show be sold as a festival style general admission show with standing only. Also the show should not be billed or advertised as a dance concert.

4. TICKETS/BOX OFFICE

A. The specific capacity of the venue, as well as the ticket breakdown and gross potential shall be clearly printed on the face of the contract.

B. When ARTIST'S fee includes a percentage or bonus amount over the contract guarantee a detailed box office statement is required and shall be presented to the ARTIST'S tour manager/accountant during settlement.

5. COMP TICKETS

twelve (12) - COB

PURCHASER shall withhold ~~fifty (50)~~ top priced tickets for the exclusive use of the ARTIST. These ticketed seats should be between the 7th and 15th rows in the center of the venue. All other seats in the first 10 rows should go to the buying public only. This does not include opening act tickets.

6. TAXES

All taxes due state, federal and/or local authorities are to be paid, without exception, by PURCHASER. It is fully understood and agreed that no deductions whatsoever are to be taken from the ARTIST'S contract guarantee or any percentage amounts earned there under.

7. BROADCAST /REPRODUCTION

A. No cameras, audio or video recorders shall be allowed in the venue. Signs must be posted at each entrance stating such. PURCHASER shall inform the venue, security and ushers of this demand and do everything possible to control these items.

B. Professional photographers covering this event must be approved in advance by the ARTIST'S management. PHOTO passes will be issued before the show. Professional photographers will be allowed for the first three (3) songs and must shoot from the back or sides of the house without flash. No pictures will be allowed from the down stage edge or pit.

C. Recording, videotaping, filming or broadcasting of the ARTIST'S performance is prohibited without the written permission of the ARTIST or ARTIST'S management.

8. INTERVIEWS/PROMOTIONS

All requests for ARTIST interviews, publicity or promotional appearances should be directed to:

Nicole Porter @ Vector Management Nicole@vectormgmt.com

ARTIST will not participate in any interviews or promotional appearances on the day of show without prior approval.

9. SECURITY

A. Personnel shall be provided before, during and after the show to ensure the safety and privacy of the ARTIST, touring personnel and their belongings. Emphasis should be placed on the stage, backstage areas and tour busses.

B. No one except ARTIST'S entourage and working personnel are permitted in the backstage area before, during and after ARTIST'S performance.

C. Guests shall be held in the front of house after the performance until they can be escorted to a designated area.

D. The backstage area should be secured at all access points including stage door and loading dock.

E. PURCHASER agrees to keep performance and audience areas clear of all people not directly involved with the show from load in until load out.

F. PURCHASER to provide adequate overnight security when applicable.

G. During SOUND CHECK, tour personnel ONLY in the audience area and backstage wings, unless union department heads must be in position.

All details should be discussed with ARTIST'S Tour Manager or production Manager.

10. PIANO

~~PURCHASER agrees to provide a Yamaha C6 grand piano in showroom condition and excellent working order. In the event ARTIST carries piano then PURCHASER agrees to pay ARTIST \$300.00 for ARTIST supplied piano. PURCHASER also agrees to provide a piano tuner at times to be determined by ARTIST'S production manager.~~

Steinway
7' or 9'
available.
- COB

11. MIX POSITIONS

~~PURCHASER shall provide a house mix position 12 feet wide by 8 feet deep, NOT ON A RISER within 100 feet of center stage. In the event of theater type seating, there must be a clear area available, normally 10 seats wide and 2 rows deep. These seats must be unsold and removed prior to load in.~~

12 feet - COB

12. STAGING

PURCHASER agrees to provide a clean stage, clear of all debris and equipment not necessary for this ARTIST'S performance. Provide large trash cans at each side.

A. Constructed stage should be 50 feet wide, 40 feet deep and minimum 4 feet high. Sound wings should be 12 feet wide, 8 feet deep and stage height. A black skirt must run the entire length of stage and wings and cover any areas visible to audience. Stairs on both sides with hand rails.

B. PURCHASER must provide and hang a black curtain at the upstage edge of the stage.

C. PURCHASER must provide a covered stage for any and all outdoor shows.

D. ARTIST does not allow any sponsor ads or signs on, above or next to stage.

13. LOAD IN/SOUND CHECK

A. PURCHASER agrees to make the venue available for load in no less than 12 hours prior to scheduled opening of doors.

B. PURCHASER shall provide adequate and safe parking, including parking permits when necessary, immediately adjacent to the venue for the following:

(3) 45 foot tour busses

(2) tractor trailers (53 foot)

C. PURCHASER shall have a representative present from beginning of load in to the end of load - out.

D. PURCHASER shall provide one runner with vehicle for the exclusive use of ARTIST'S personnel. Runner should have a good knowledge of local area, be at least 21 years old, and speak fluent English.

E. PURCHASER shall provide the following local crew:

Whenever possible, the same stagehands should be available at load in and load out. These numbers are venue sensitive.

F. PURCHASER shall provide ARTIST with a two hour sound check prior to opening of doors.

Load in	4 truck-loaders 8 stagehands 1 electrician 2 riggers, one remains to climb truss and focus lighting	<u>COB</u>
Show	2 spot operators 1 electrician	
Load out	4 truck-loaders 10 stagehands 1 electrician 2 riggers	<u>COB</u>

Venue must be clear of unnecessary people during sound check.

14. BACKSTAGE/DRESSING ROOMS

PURCHASER shall provide the following rooms for the sole use of the ARTIST and ARTIST'S entourage. Rooms must be clean, well lit, heated/air conditioned, and supplied with electrical power, tables, chairs, trash cans, mirrors and garment racks. These numbers do not include opening act needs.

- A. Production Office with at least one phone, phone books and seating chart of the venue.
- B. Star dressing room with private toilet and sink.
- C. 2 band dressing rooms for 6 (total) people each with mirrors and garment racks.
- D. Single dressing room for crew.
- E. Dressing room hospitality and catering room for 32+ people. (See attached hospitality rider)
- F. Green room.

15. SOUND SYSTEM

Artist carries Sound System. HOWEVER:

PURCHASER agrees, when necessary, to supply ARTIST with a Sound System suitable for and approved by ARTIST'S sound engineer.

16. LIGHTING SYSTEM

Artist carries Lighting System. HOWEVER:

PURCHASER agrees, when necessary, to supply ARTIST with a lighting system suitable for and approved by ARTIST'S lighting director.

NO SMOKE MACHINES OF ANY SORT CAN BE USED AT A PERFORMANCE. PURCHASER agrees to provide two spot lights, proper for the venue on towers where necessary along with com lines to Mix Position.

17. POWER REQUIREMENTS

PURCHASER shall provide:

- A. (1) 400 amp, 3 phase Y connected, 4 wire service plus ground within 100 feet of mid stage right for lights.
- B. (1) 200 amp, 3 phase Y connected, 4 wire service plus ground within 100 feet of mid stage left for sound.
- C. (3) 30 amp singlephase services for busses.

18. TRANSPORTATION

PURCHASER shall provide at no cost to ARTIST when applicable:

— only if arriving
Via air.

A. Airport arrival/departure

- 1 Town Car
- 2 15 passenger vans
- 1 luggage van

— COB

B. Day of show

- 1 15 passenger van

19. INCLEMENT WEATHER

In the event this show is not presented due to inclement weather, ARTIST shall be paid in full, provided the ARTIST is present and ready to perform at the designated time specified in the contract.

20. CANCELLATION

ARTIST reserves the right to cancel this engagement prior to play date for scheduling of major television broadcasts, major motion picture filming, a live theatrical production or a major concert tour. Cancellation will be given in writing, a minimum of thirty (30) days prior to scheduled play date, addressed to PURCHASER'S address of the contract.

21. THE RIGHT TO AMEND AND CHANGE

The ARTIST and ARTIST'S Tour Manager or production Manager have the right to make changes and amendments to this rider, at any time, but only with a written notice to the PURCHASER, stating the points that shall be changed and the reasons for such change. These said changes will be made only for the enhancement of the performance. If for any reason the PURCHASER needs to make any changes to this rider, he must make these changes in writing, and send them to ARTIST'S Manager, Tour Manager and production Manager.

Failure to provide such changes in writing to the aforementioned people constitutes acceptance of all conditions set forth in this contract/rider.

22. MANAGEMENT/TOUR CONTACTS

The contact numbers and addresses for the above mentioned are as follows:

KEN LEVITAN/Manager Vector Management
PO Box 120479
Nashville, TN 37212
PH: 615-269-6600

JAMES GILMER/Tour Manager
PH: 281-351-2890
FX: 281-351-2892

RICKY MARTINI/Production Manager
PH: 615-473-1809
lyleproduction@gmail.com

AGREED AND ACCEPTED:

DATED:

PURCHASER

ARTIST

LYLE LOVETT AND HIS LARGE BAND
HOSPITALITY RIDER
2012

THE PURCHASER AGREES TO PROVIDE THE FOLLOWING AT NO COST TO THE ARTIST:

ALL CATERING TO BE PRESENTED AT THE HIGHEST POSSIBLE STANDARDS OF QUALITY, CLEANLINESS, HYGIENE AND COMFORT IN AN AREA BOTH PHYSICALLY AND ACOUSTICALLY SEPARATED FROM PUBLIC AND WORK AREAS.

ALL CATERING REQUIREMENTS INCLUDING MENU AND TIMES MUST BE DISCUSSED WITH THE PRODUCTION MANAGER IN ADVANCE.

All Day Requirements

Please keep available and replenished all day until truck is loaded after the show:

Fresh Hot Coffee
Sugar, Sweet & Low and Fresh Milk
Hot Water for Tea, Assorted Tea Bags, Lemon and Honey
Iced Tea
Regular and Diet Sodas – Coke, Diet Coke, Sprite
Fruit Juice
Fresh Orange Juice
Spring and Sparkling Water (Please keep some spring water at room temperature)
Fresh Ice
Basket of Whole Fruit
Cups, Napkins, Utensils, etc
Local newspapers and USA Today

Breakfast

This breakfast is for 12 people before load in (9:00 AM). Please provide extra for any local crew or personnel.

Keep in mind that the crew is waking up on a bus and that *"breakfast is the most important meal of the day"*.

These people will be working all day and night and this meal sets the tone.

Hot Breakfast including:

2 doz. Fresh eggs
Omelet Fixings
A cook for making eggs to order
(You may substitute with real pre-scrambled eggs, but do not add anything to them. No fake eggs!)

Breakfast Meats
Breakfast Potatoes
Basket of Whole Fruit
10 Cartons of Assorted Yogurt
Assortment of Cereal
Whole Milk and Low Fat Milk
Assorted juice
Bread, English Muffins
Bagels and Cream Cheese
Peanut Butter and Assorted Jams

COB ~~Toaster~~
Salsa and hot peppers and pepper sauces

Lunch

Provide for up to 11 people at 1:00 PM. Please add more for local crew and personnel.
Hot Soup or Hot Entrée (burgers, hot dogs, chicken tenders, etc.)
Cold Cuts (ham, turkey, chicken, etc) for sandwiches
Cheese Slices (cheddar, swiss, etc) for sandwiches
Tuna Salad and Egg Salad
Munchies (Chips, Cookies, etc.)
Various Sliced Bread

Dinner

32 Meals from 5:00 to 7:30PM

PLEASE NOTE: The show requests that the dining area be undisturbed for 1 hour during the meal. No non-touring personnel at that time. Show laminates only.

Please discuss this with the production manager in advance.

Dinner should be served on covered tables with china and utensils (NO PLASTIC WARE AND PAPER PLATES!!!). Any additional effort to create a pleasant atmosphere will be greatly appreciated. PLEASE SUBMIT MENU PRIOR TO SHOW DAY.

Hot Chicken Noodle Soup (Clear based, NOT cream based) No exceptions.

Fresh green salad with choice of dressings

Choice of 3 entrees including a local specialty (Example: Grilled chicken/fish/steak)

2 fresh vegetables

Potatoes or rice Fresh

bread or rolls Dessert

Condiments

Beverages-Coca Cola, Diet Coke, Sprite, Whole Milk, 2% Low Fat Milk, Still and Sparkling Water

Ice and Glassware

Please note: A restaurant meal may be substituted for the catered dinner. Please advance with the production manager.

A buy out may be acceptable with a runner to provide transportation for the entire entourage to and from a restaurant of our choice. Please discuss buy out amount with tour manager and have menus of local restaurants available.

Dinner
buy out is
available,
\$25.00
per person
- COB

two
(2)

COB

STAGE SUPPLIES--DELIVERED TO PRODUCTION OFFICE BEFORE SOUND CHECK:

1 dozen small hand towels preferably black or navy blue in color

1 six pack Evlan Water 12 Oz bottles

1 case natural spring still water (not purified drinking water)

See following pages for dressing rooms and bus stock:

DRESSING ROOMS:

All dressing room locations must be approved by the production manager before set up. Dressing rooms and dressing room areas are to be considered a sanctuary for artist, band and crew, and should therefore be considered "private". Unless otherwise advanced, dressing rooms should be set up no sooner than 3:00 PM and no later than 4:00 PM. In an effort to cut down on waste, please keep several boxes available for each dressing room, as we will use these to take left over items to the bus as bus stock. Additional bus stock may be needed; please advance with production manager day of show.

LYLE'S DRESSING ROOM:

Setups should be small, for 3 people.

All food placed in dressing rooms should be covered and remain covered. The bottled water should not be put on ice. The beer should be covered in ice.

- 1 small regional gourmet cheese tray
- Assorted crackers for cheese
- Utensils for cutting/spreading cheese
- Tortilla Chips and Salsa in sealed containers
- Deluxe mixed nuts in a factory sealed container
- Assorted cookies
- ~~3 bottles of non-alcoholic beer~~
- ~~3 bottles Shiner Bock Beer~~
- 6 1.5L bottles of Evian still water
- 12 500mL bottles of Evian still water
- 4 small bottles of sparkling water (Perrier or Pellegrino)
- ~~1 bottle of a good Cabernet~~
- Good Italian Dark Roast coffee
- Throat Coat Tea – Regular, not flavored
- Throat Coat Pastilles (if available)
- Coffee maker
- Electric tea kettle
- Paper napkins
- Plastic cups and plates
- 6 large Styrofoam cups
- Bottle opener and corkscrew
- Roll of Brawny Paper Towels

COB

available in Green Room.

- COB

See the following pages for Acoustic Group and Crew dressing rooms, as well as bus stock and after show meals:

Large Band Dressing Room:

Set ups for twelve people. Please place this is one of the two band dressing rooms
All food placed in dressing rooms should be covered and remain covered. The bottled water should not be put on ice. The beer and sodas should be covered in ice.

- Potato chips and pretzels
- Assorted cheeses and crackers
- Assorted whole fruit
- Deluxe mixed nuts in two factory sealed containers
- Assorted cookies
- ~~12 bottles of beer (premium local micro-brewery beer)~~
- ~~3 non-alcoholic beers~~
- 12 large bottles of Evian
- Case of natural spring water
- 24 sodas (to include 6 bottles of Root Beer, 6 Pepsi One, 6 Cokes)
- 18 small bottles of sparkling water (Perrier or Pellegrino)
- ~~2 bottles of a good Cabernet and 2 bottles of good white wine~~
- Coffee and tea with Lemons, cream and sugar
- Electric tea kettle
- Paper napkins, solo plastic cups and plates
- Roll of Brawny Paper Towels
- Paper coffee cups
- Bottle openers and Corkscrews
- Please try to use recyclable products.
- Evian is preferred for Lyle's room and the stage. Another bottled spring water may be used otherwise.

COB

Crew Dressing Room:

Set ups for 8 people
All food placed in dressing rooms should be covered and remain covered. The beer, sodas and some spring water should be covered with ice.

- Assorted chips
- Vegetables and dip
- 6 bottles of beer on ice
- 48 small bottles natural spring still water
- 12 assorted sodas (Coke, Sprite, etc.)
- 8 Monster Green Energy Drinks
- 8 Red Bull Energy Drinks
- Candy Bars
- Assorted Cookies

Bus Stock:

Please check with the production manager day of show.

\$200 LIMIT = COB

After show meals:

After show meals will be needed. Please discuss with the production manager day of show.

COB = City of
Bloomington

WHOSE LIVE ANYWAY

Friday, December 2, 2011

RE: Whose Live Anyway at Bloomington Center for the Performing Arts
107 E. Chestnut Street – Bloomington, IL. 61701
Booked by – Joel Aalberts (309) 434-2764 jaalberts@cityblm.org

THIS AGREEMENT is made this Friday, December 2, 2011 between Joel Aalberts per: The Bloomington Center for the Performing Arts (herein known as Presenter) and A Goodsmack Productions Inc. who will provide Ryan Stiles, Greg Proops, Chip Esten, Jeff Davis and a keyboardist known as Whose Live Anyway (herein known as Artists).

\$25,000 (Twenty-Five Thousand US Dollars) flat guarantee ~~plus \$1,500.00~~ for transportation, 6 King Bed Rooms at a Premiere Hotel to be agreed upon by Artist. A \$1,000.00 Sales Bonus will be paid at each sold seat increment of 750 seats – 850 seats – 950 seats – 1050 seats and at sell out. Presenter will provide all tech requirements in attached rider in exchange for one ninety (90) minute improvised comedy show.

fee inclusive
of travel. - COB

Best locally
available.
- COB

Presenter will place and pay for all advertising, facility costs and event insurance. This agreement is contingent upon the understanding of and agreement to the following terms:

- Date/Location/Time

Date: September 8, 2012

Location: Bloomington Center for the Performing Arts – Bloomington IL.

Time: 7:30 p.m.

- Payment Schedule

~~Presenter will make a ten percent (10%) deposit upon signing of this contract; (\$2,500.00 USD); \$22,500.00 USD remainder due immediately prior to performance.~~

COB

\$25,000.00

- Production Contacts

Rich Elwood relwood@shaw.ca (604) 986-7795 office or (604) 999-7795 cell

- Force Majeure

PRESENTER shall incur liability for cancellation or postponement of performance(s) under the terms of this Agreement if cancellation or postponement is caused by or due to acts of war, terrorism, riots, interruption or delay of transportation services, any act or order of any public authority or any other cause, similar or dissimilar, beyond PRESENTER'S control.

- Cancellation or Performance

Should ARTIST cancel for any reason other than artists TV or Film scheduling conflict, acts of war, terrorism, riots, interruption or delay of transportation services, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control, PRESENTER requires 90 days verbal notice and 60 days written notice. ARTIST shall use best efforts to reschedule engagement to an agreeable date.

Should PRESENTER cancel for any reason other than acts of war, terrorism, riots, interruption or delay of transportation services, any act or order of any public authority or any other caused, similar or dissimilar, beyond PRESENTERS control, ARTIST requires 90 days verbal notice and 60 days written notice. Should PRESENTER cancel within 30 days of engagement ARTIST shall be entitled to retain the deposit monies. Should PRESENTER cancel outside of 30 days, ARTIST shall be entitled to retain monies equal to the amount of airfare purchase and shall document such expense.

IF Presenter sells merchandise, presenter retains 20% gross sales.
IF Artist sells merchandise, Presenter retains 15% gross sales.
- COB

- **Indemnification**

ARTIST hereby indemnifies and holds PRESENTER, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against PRESENTER or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the PRESENTER and/or ARTIST. This paragraph shall be deemed mutually reciprocal to both parties.

Technical Requirements

PRESENTER will provide all sound equipment (6 Countryman style headset mics/receivers/belt packs and related gear – plus 3 high quality handheld mics and related equipment). 4 wedge monitors. Four stools, one grand or baby grand piano plus bench and X stand for electric keyboard (artist will provide keyboard). One metal music stand, 4 black or dark face towels, clean green room and changing facilities, catering on show night not to exceed \$300.00 in value. PRESENTER will provide general wash lighting adequate enough that the entire stage is properly lit. No follow spot, props, sets or special effects required. No merchandise or program. Stairs to and from the audience.

Artist will provide airfare for all cast and their personal production crew.

In Witness Whereof, the parties hereto have entered into this Agreement as of the date first written above.

A Goodsmack Productions Inc.

By _____
Ryan Stiles – WLA Producer

A Goodsmack Productions inc.
c/o Lagnese, Mucci & Peyrot
Suite #580
5750 Wilshire Blvd
Los Angeles, CA 90036

By _____
The Bloomington Center for
the Performing Arts
107 E. Chestnut Street
Bloomington, IL
61701

FOR COUNCIL: July 23, 2012

SUBJECT: Purchase of fourteen (14) variable speed drives for the Heating Ventilation and Air Conditioning (HVAC) System in the US Cellular Coliseum. Variable Speed Drives are devices that will allow the building operator to control the motor speed of the supply fans, thus lowering the electric supply to run the motor

RECOMMENDATION/MOTION: That purchase of new variable speed drives from Wilcox Electric and Service, 1801 Industrial Park Drive, Normal, IL in the amount of \$60,978.80 be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: In 2006, the City Council contracted with Central Arena Management to serve as the management company for the Coliseum and is responsible for the day to day operation of the facility as well as inspections/maintenance of all equipment to ensure efficient functionality. The original HVAC system in the Coliseum was designed by the building engineers, Brisbin, Brook and Beynon (BBB Architects). The system that was designed for the units allows for the motors to run at 100% when the HVAC system is in use. This has caused high electric cost and it's not efficient for the units to run at 100% the entire time the system is on.

Over the last couple of years, CIAM discovered after some discussion with Springfield Electric (Bloomington Company) representatives that by adding variable speed drives to the existing HVAC System that they would lower the output of the motor controls, thus slowing the fan motors down. The speed drives are 3 x 1 foot and would be attached to the exterior of the HVAC units. This would provide a 20% energy savings as well as receiving a \$75.00 per 213 horse power motor rebate for a total of \$15,975.00 from Integrity's Energy Service, which is the Coliseum's electric supplier. It is estimated that the energy savings would be \$37,799 in the first year, with a payback on the \$60,978.80 in less than two years. In calendar year 2011, the electric bill for the Coliseum totaled \$188,998.71.

The City's Purchasing Agent released Bids on May 31, 2012 with a deadline of June 20, 2012. A Pre-Bid meeting was held at the US Cellular Coliseum on June 7, 2012 and it was decided to move the deadline to June 29, 2012 to give the Vendors ample opportunity to contact Integrity's Energy Service and Johnson Controls for proper pricing for the project.

Bids were received in the City Clerk's Office. Two Bids were received and were opened on June 29, 2012 at 11:00 AM Central Standard Time (CST).

Company	Amount of Bid	Location
Anderson Electric	\$78,820.00	Bloomington, IL
*Wilcox Electric	\$60,978.80	Normal, IL

*After reviewing the Bids, Staff determined that Wilcox Electric was the lowest and met all of the criteria of the bid specifications. There is a one year manufactures warranty.

CIAM Staff's estimate: \$63,500

If the purchase is approved, CIAM anticipates the project to be completed by October of 2012

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bid noticed published in the Pantagraph and on the City's web-page.

FINANCIAL IMPACT: The FY Budget appropriated \$80,000 for the replacement of these variable speed motors in line item 57107110-72140. The low bid was submitted \$19,021 under the appropriation amount.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

John Butler
President of Central Illinois
Arena Management

Barbara J. Adkins
Deputy City Manager

Patti-Lynn Silva
Director of Finance

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

SUBJECT: Proposed Change Order for 2012 Drainage Improvements (Citywide)

RECOMMENDATION: Recommend that the Amendment to the contract with Stark Excavating, Inc. for the 2012 Drainage Improvements (Citywide) in the amount of \$22,160.00 be approved.

BACKGROUND: On April 23, 2012 the Council approved a contract with Stark Excavating, Inc. for the 2012 Drainage Improvements. The amount of the original contract approved by Council was \$166,216.20 (the second lowest bid was \$216,597). Since the approval of this contract the contractor has unearthed two significant issues which were not anticipated in the original bid.

The following summarizes each issue:

Shoreline Stabilization 180 feet of the north shore of White Eagle Lake

Once the water level in White Eagle Lake was lowered, the contractor determined the north shoreline, which was originally designed to install Type II shoreline stabilization (placement of Rip-rap), was in such poor condition that the new stabilization features would not remain in place without the contractor regrading the shoreline. Furthermore, the current filter fabric was deteriorated to the point it was impractical to reuse for the new stabilization features. Although the contractor verbally stated the unit price for the shoreline stabilization would remain the same, the cost to stabilize the shoreline would increase by \$2,160 to \$23,780 (originally \$21,620).

Additional rip-rap along south shore of White Eagle Lake

The original contract included an estimate prepared by Farnsworth Group in 2008 for 100 tons of concrete which would be depleted for spot repairs along the South section of White Eagle Lake. Once the water level was lowered, the contractors discovered additional stabilization (rip-rap) would need to be installed to minimize the current and future erosion. On Wednesday, July 11 2012, staff and residents undertook a meeting where residents expressed interest in the installation of rip-rap along the entire length of the section. This work is needed to control erosion along the shoreline. The estimate to place rip-rap along the entire length (approximately 405 feet) is approximately 315 tons. This would require an additional \$20,000 to complete this project.

The revised total dollars budgeted for these projects are as follows:

Budget:	
Council Approved Contract	\$166,216
Change Order	\$22,160
Funds below original budget	\$188,376
FY 2012 Original Budget	\$274,907
Second lowest bidder	\$216,597
Third lowest bidder	\$344,669.20

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Council appropriated funds in the City’s Storm Water Fund to disburse funds for the 2012 Drainage Improvement Project. The funds will be accounted in line item 53103100-70552. Although the change order will increase the original contract awarded by Council, the contract still remains \$88,531 below the original budget as well as \$30,221 below the second bid of \$216,597 and \$158,293 below the third bid of \$344,669.

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

Legal review by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

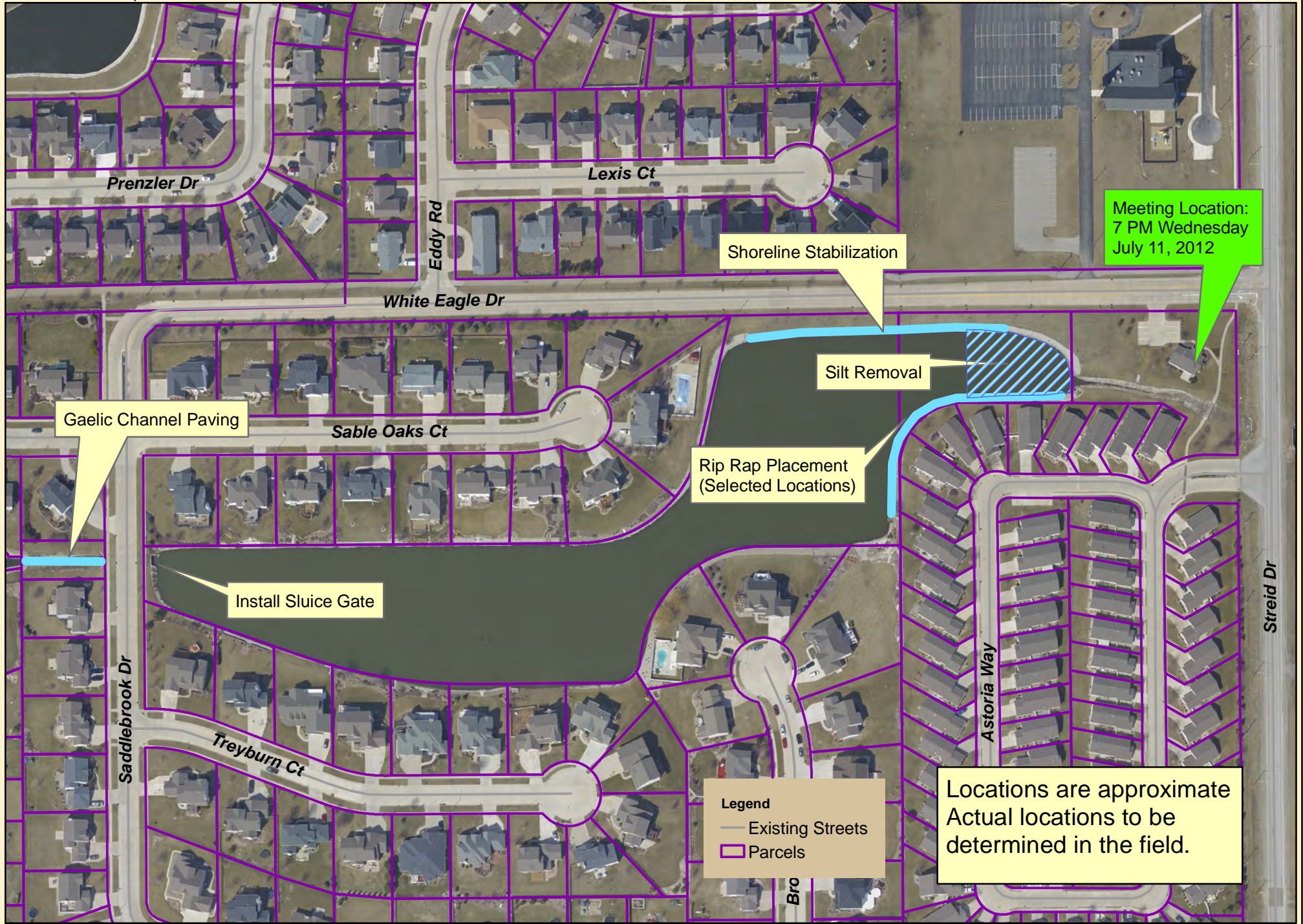
David A. Hales
City Manager

Attachment: Attachment1. Maps

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

White Eagle Lake / Gaelic Channel Improvements





- Legend**
- Streets
 - Buildings
 - Parcels

FOR COUNCIL: July 23, 2012

SUBJECT: Petition submitted by William Jesse, Charles Radcliffe, Elmer “Ray” McWhorter, Jason Knuth, David Biddle, and Barbara Erdman, requesting approval of the vacation of a north south alley

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

BACKGROUND: The petitioners are requesting to vacate an alley bounded by Circle Avenue on the north, Washington Street on the south. The adjacent properties are also bounded by Darrah Street on the east and Brown Street on the west. The adjacent property owners want to close the alley because they feel it is a hazard and it is very overgrown and it is not maintained or paved. They want to improve the appearance of their yards by clearing the brush in the alley. At least two of the property owners stated will have more room to build sheds if the alley is vacated.

All of the utility companies have no objection to the vacation however Nicor Gas is requesting an easement be maintained.

The Planning Commission reviewed the petition on June 27, 2012. Two of the petitioners spoke at the meeting explaining the reasons for the desired vacation which are the same reason stated above. The Commission held a public hearing and no one else from the public spoke in favor or against the request. The Planning Commission voted 6-0 to recommend approval of the petition. Staff is recommending that an easement be maintained. The Planning Commission did not make this a part of the motion but they did not object to such.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. Courtesy copies of the Public Notice were mailed to 10 property owners within the block.

FINANCIAL IMPACT: The financial impact on the funding of city services should not be significantly impacted. Maintaining and plowing of the alley does not occur now but the alley vacation will insure this will not be a future expense. There will over time be a slight increase in revenue (property tax) from the land going from public to private ownership.

Respectfully submitted for Council consideration,

Prepared by:	Reviewed by:	Reviewed by:	Recommended by:
Mark Woolard City Planner	Mark R. Huber Director, PACE	Barbara J. Adkins Deputy City Manager	David A. Hales City Manager

Attachments: Attachment 1. Petition
 Attachment 2. Map
 Attachment 3. Planning Commission Minutes

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING,
WEDNESDAY, JUNE 27, 2012, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. J Balmer, Chairperson Stan Cain, Mr. Rex Diamond, Mrs. Julie Morton, Mr. Jim Pearson, Mr. Charles Stuckey

MEMBERS ABSENT: Mr. Bill Schulz, Mr. Robert Wills

OTHERS PRESENT: Mr. Kevin Kothe (City Engineer)
Mr. Mark Woolard (City Planner)

CALL TO ORDER: Chairperson Cain called the meeting to order at 4:00 P.M.

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

PUBLIC COMMENT: None.

MINUTES: The Commission reviewed the June 13, 2012 minutes. In the first paragraph on the second page “Chaimbers” is to be “Chambers”, “property” is to be added before “in any way” and “any other” is to be added before “members”. In the third paragraph, “go back to public comment” is to read “reopen the public hearing” and “to do” is to follow “wanted”. Mr. Balmer moved to approve the June 13, 2012 minutes as amended. Mr. Pearson seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call: Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--absent; Mrs. Morton--yes; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--absent; Mr. Diamond--yes.

REGULAR AGENDA:

- A. V-01-12. Public hearing on the Petition filed by William Jesse, Charles Radcliffe, Elmer “Ray” McWhorter, Jason Knuth, David Biddle, and Barbara Erdman, requesting approval of the vacation of the north south alley bounded by Circle Avenue on the north, Washington Street on the south, Darrah Street on the east and Brown Street on the west.**

Chairperson Cain introduced the petition. Mr. Woolard reviewed the petition explaining that the alley is a north-south alley and the vacation is requested by the adjacent neighbors. He said he has not heard any objections and staff supports the request.

Chairperson Cain opened the public hearing and asked for the petitioner(s) to present their case. William Jesse, 1505 W. Washington Street, explained the block owners want to close the alley because it is a hazard and it is very overgrown and not maintained or paved. The home owners want to cut the brush down to make their yards look better which you cannot do in the alley which is city property. Mr. Diamond questioned what is done to prevent vehicles from driving through the alley once it is vacated. Mr. Kothe stated when an alley is vacated the lay downs are removed and dirt, grass and curbing is installed so it does not look like an approach. Mr. Pearson commended Mr. Jesse on the hard work to go through the process and do this work.

Dave Biddle, 206 Darrah Street, stated the vacation will provide more room for both he and his neighbor to build sheds. He said the alley has grass except the approach and there are no curbs so there will not be much expense on the city's part.

Mr. Woolard stated all of the utilities have signed off but Nicor has requested that an easement remain.

Chairperson Cain asked if there were any other members of the audience who were in favor or in opposition of the case and no one else spoke regarding the petition. He closed the public hearing.

Mr. Stuckey moved that the Bloomington Planning Commission recommend to the City Council to pass Case V-01-12. Mrs. Morton seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call:

Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--absent; Mrs. Morton--yes; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--absent; Mr. Diamond--yes.

PETITION FOR VACATION OF A NORTH/SOUTH ALLEY

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes William Jesse, Charles Radcliffe, Elmer “Ray” McWhorter, Jason Knuth, David Biddle, and Barbara Erdman, hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

1. That your Petitioners are interested as adjacent property owners in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioners seek approval of the vacation of a north south alley adjacent to said premises;
3. That said vacation of a north south alley is reasonable and proper because such alley is not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioners pray that north south alley be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: William Jesse
Charles Radcliffe
Elmer “Ray” McWhorter
Jason Knuth
David Biddle
Barbara Erdman

ORDINANCE NO. 2012 - _____

**AN ORDINANCE PROVIDING FOR THE VACATION OF
A NORTH/SOUTH ALLEY BOUNDED BY CIRCLE AVE. ON THE NORTH,
WASHINGTON ST. ON THE SOUTH, DARRAH ST. ON THE EAST AND BROWN ST.
ON THE WEST**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of north south 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 north south 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 north south alley is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated north south alley 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 23rd day of July, 2012.

APPROVED this _____ day of July, 2012.

Mayor

ATTEST:

City Clerk

EXHIBIT A

All of that portion of 12 feet north-south alley, running west of Lots 2, 6, 7 and 10 in Block 14 of the Fair Grounds Subdivision, bounded by Circle Ave. on the north, Darrah St. on the east, Washington St. on the south and Brown St. (platted as Dinsmore St.) on the west. The said alley is located in the SW¹/₄ of Section 5, Township 23 North, Range 2 East, of the 3rd Principal Meridian.



Circle Ave

Brown St

Darrah St

Washington St

1507

1505

1503

209

207

1504

208

206

205

1507

1505

1503

1501

1407

130

63.5

50

50

50

188.5

50

50

50

50

55.65

50

60

60

60

60

100

100

100

100

50

50

50

50

62.76

49.75

108.5

50

50

120

120

120

50

50

50

50

58.5

51.2

51.12

44.8

127.8

91.5

41.5

206.41

206.5

1402

LOREN REECE
825 W WASHINGTON ST
BLOOMINGTON, IL 61701

JASON KNUTH
14 Linda Ln
Normal, IL 61761

ALLEN DETHERAGE
208 DARRAH ST
BLOOMINGTON, IL 61701

JOHN HENDRICKS
1507 W WASHINGTON ST
BLOOMINGTON, IL 61701

ROBERTA JESSE
1505 W WASHINGTON
BLOOMINGTON, IL 61701

ELMER R MCWHORTER
1601 W WASHINGTON
BLOOMINGTON, IL 61701

ATTN CITY CLERK CITY OF BLOOM
109 E OLIVE ST
BLOOMINGTON, IL 61701

WILLIAM AND ROBERTA JESSE
1505 W WASHINGTON
BLOOMINGTON, IL 61701

BARBARA J ERDMAN
1503 W Washington St
Bloomington, IL 61701

GENE L CUNNINGHAM
1409 BUTCHERS LN
BLOOMINGTON, IL 61701

FOR COUNCIL: July 23, 2012

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 1, Block 22 of Camp Potawatomie from CDTD, LLC to Daniel J. O'Brien.

RECOMMENDATION/MOTION: That the Lake Lease be approved with the condition that the septic system be replaced by November 1, 2012 and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 1, Block 22 of Camp Potawatomie from CDTD, LLC to Daniel J. O'Brien. The sewage disposal system inspection was completed in June of 2012 and the septic system was functioning properly at that time. However, the sewage disposal system is almost 60 years old, its septic tank is undersized and the septic field cannot be probed to verify its size and condition. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately 20-25 years. This can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. The sewage disposal system is a subsurface discharging system, meaning the system effluent, following treatment, does not directly discharge to the Lake Bloomington Reservoir. The effluent flows slowly through a leach field and then into the ground. If there were a problem with the system, it would back up into the premises and poses little direct threat to the reservoir. Regardless, with the age, the system being undersized and the fact that the septic field cannot be probed, the City will require that the septic system be replaced by November 1, 2012.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no Community Groups contacted for this petition as it is a routine matter.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. The current lake lease formula generates about \$380 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration,

Prepared by:

Reviewed by:

Craig M. Cummings
Water Director

Barbara J. Adkins
Deputy City Manager

Financial Review by:

Legal Review by:

Recommended by:

Patti-Lynn Silva
Finance Director

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Motion: _____

Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



Green Gables

25015 Wood Thrush Circle or Lot 22 Block 1 of Camp Potawatomie

25106

25029

Columbine Ln

Eagle Pt

2500 North Rd

1750 East Rd

25015 Wood Thrush Circle or Lot 22 Block 1 of Camp Potawatomie

Wood Thrush Cir

17485

Nighthawk Rd

17459

25013

25015

25017

Trillium Ln

25009

25007

17567

24918

17521

17559

25005

24895

24894

24856

24889

24885

24875

24847

24834

FOR COUNCIL: July 23, 2012

SUBJECT: Lake Bloomington Lease Transfer Petition for Lots 18 and 18 A, Block 0 of Camp Peoria Point from Margaret Wolf to Heartland Bank Trust # 416.

RECOMMENDATION/MOTION: That the Lake Lease be approved with the condition that the septic tank be replaced by November 1, 2012 and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for 18 and 18A, Block 0 of Camp Peoria Point from Margaret Wolf to Heartland Bank Trust # 416. The sewage disposal system inspection was completed in April of 2012 and the septic system was functioning properly at that time. However, the sewage disposal system is 40 years old, its septic tank is very undersized and that septic tank has a garage built over it. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately 20-25 years. This can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. This sewage disposal system is a subsurface discharging system, meaning the system effluent, following treatment, does not directly discharge to the Lake Bloomington Reservoir. The effluent flows slowly through a leach field and then into the ground. If there were a problem with the system, it would back up into the cabin and poses little threat to the reservoir. Regardless, with the age, the septic tank being undersized, the septic tank cannot be adequately inspected, and the fact that a garage is built over the septic tank, the City will require that the septic tank be replaced by November 1, 2012.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no Community Groups contacted for this petition as it is a routine matter.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value) for determining the lake lease fee. With this lake lease transfer, the lake lease fee will change to the current formula (\$0.40 per \$100 of Equalized Assessed Value). The old lake lease formula generates about \$300 per year in lease income and the current lease formula will generate about \$820 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration,

Prepared by:

Reviewed by:

Craig M. Cummings
Water Director

Barbara J. Adkins
Deputy City Manager

Financial Review by:

Legal Review by:

Recommended by:

Patty-Lynn Silva
Finance Director

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Motion: _____

Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

18299

18319

25890

25814

25784

25652

25600

25454

Sunset Ln

Teepee Trl

Ron Smith Memorial Hwy

P J Keller

25549

Wolf to Heartland Trust

25454 Sunset Lane
or Lots 18 and 18A
Block 0 Camp
Peoria Point

Hiawatha Ln

FOR COUNCIL: July 23, 2012

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 23, Block 2 of Camp Kickapoo from Patricia Kaisner to Aaron and Jennifer Davitt.

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 23, Block 2 of Camp Kickapoo from Patricia Kaisner to Aaron and Jennifer Davitt. The sewage disposal system was replaced in July of 2012 and is in complete compliance with the current sewage disposal code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no Community Groups contacted for this petition as it is a routine matter.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. With this lease transfer, this will change to the current lake lease formula (\$0.40 per \$100 of Equalized Assessed Value). The old formula generated about \$318 per year. The current formula will generate about \$455 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration,

Prepared by:

Reviewed by:

Financial review by:

Craig M. Cummings
Water Director

Barbara J. Adkins
Deputy City Manager

Patti-Lynn Silva
Finance Director

Legal Review by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



18304 Kickapoo Lane
or Lot 23 Block 2
Camp Kickapoo

Ron Smith Memorial Hwy

Kickapoo Ln

25250

18340

18326

18320

18304

18305

18321

18325

18333

18341

18351

18359

18365

18371

18379

18387

18389

FOR COUNCIL: July 23, 2012

SUBJECT: Ordinance Amending the City's Ordinances to Permit Video Gambling as Permitted by State Law

RECOMMENDATION/MOTION: That the ordinance be passed.

BACKGROUND: On July 13, 2009, the Video Gaming Act was signed into law by Governor Quinn. The Act legalizes video gaming and establishes a tax on the proceeds, a portion of which goes to the municipality where the video gaming takes place. At present, the ordinances of the City of Bloomington do not allow video gaming. Chapter 20, Section 2 of the Bloomington City Code prohibits persons from playing "for money or other valuable thing at any game with cards, dice, checks, or at billiards, or with other any article, instrument, or thing whatsoever which may be used for the purpose of playing or betting upon or winning or losing money or any other valuable thing or article of value." Similarly, Chapter 6, Section 37(e)(10) makes it a violation of the Bloomington Liquor Code for a licensed liquor establishment to permit "any gambling device or equipment to be located on the licensed premises."

The City has the option of either adopting amendments to the above ordinances that would allow for video gaming, or to choose to allow the ordinances prohibiting video gaming to remain in effect. This memo and the attached materials are intended to provide information to assist the Council in making that determination.

Video Gaming Act Summary

There are four categories of establishments where video gaming is allowed under the Act:

- (1) "Licensed establishments": A licensed establishment is any licensed retail establishment where alcoholic liquor is served for consumption on the premises. In Bloomington, there are 81 restaurants and 31 taverns that could potentially qualify for video gaming licenses under this category.
- (2) "Licensed fraternal establishment": A licensed fraternal establishment is a location where a fraternal organization that derives its charter from its national parent organization regularly meets. There are approximately 5 establishments of this kind in Bloomington.
- (3) "Licensed veterans establishment": A licensed veterans establishment is a location where a qualified veterans organization that holds a charter from its national parent organization regularly meets. Two organizations could qualify under this category for video gaming licenses.
- (4) "Licensed truck stop establishment": A licensed truck stop establishment is a facility of at least three acres with a convenient store, separate diesel islands for fueling commercial motors vehicles and parking spaces for commercial vehicles. Two locations in Bloomington could presently qualify for video gaming licenses under this category.

No more than five video gaming terminals (VGT's) are allowed in any single establishment. Income generated via VGT's and related processes will be collected by the State of Illinois and distributed as follows:

- A tax of 30% is imposed on net terminal income and shall be collected by the Board.
- Of the tax collected under this Section, five-sixths shall be deposited into the Capital Projects Fund and one-sixth shall be deposited into the Local Government Video Gaming Distributive Fund.
- Twenty-five percent of fees collected shall be paid, subject to appropriation by the General Assembly, to the Department of Human Services for administration of programs for the treatment of compulsive gambling.

Survey of Other Municipalities

A review of the Illinois Gaming Board's website and the ordinances of various municipalities throughout the state indicates:

- 344 municipalities in the State of Illinois do ***not*** allow video gaming
- 342 municipalities in the State of Illinois do allow video gaming
- 778 municipalities in the State of Illinois are not yet classified as allowing or not allowing video gaming

Among the 344 communities that prohibit video are Springfield, Carbondale, Clinton, Moline, Eureka, Lincoln, Morton, Naperville and Schaumburg. The 342 municipalities allowing video gaming include Normal, Peoria, East Peoria, Champaign, Urbana and Decatur.

Social Factors

Other factors to be considered when assessing the approval of video gaming include the effects of gambling on local residents and families. Staff have reached out to Chestnut Health Systems for statistical data and professional recommendations surrounding the topic, but has yet to receive an official response. According to their website,

“Problematic gambling occurs when there is a disruption in any major area of life: psychological, physical, social, financial, or vocational. It is characterized by a preoccupation with gambling, a need to bet more money more frequently, restlessness and irritability when attempting to stop, chasing losses, and the feeling of losing control. The goal of Chestnut Health Systems is to increase the awareness of problematic gambling and to provide treatment for problem gamblers and their families. Chestnut Health Systems offers a comprehensive assessment for gambling and substance abuse problems in a safe environment. If the assessment suggests that problematic gambling treatment is appropriate,

Chestnut offers individual and group counseling, family counseling, and relapse prevention. We will also assist in developing a support system and in addressing financial and legal issues that are the result of problem gambling behaviors.”

Source: <http://www.chestnut.org/Gambling/default.htm>

Police Input

Chief McKinley’s statement with regard to the position of the police on the issue of whether video gaming should be allowed is as follows:

It has been said in our community that gambling occurs everywhere. To some extent I am sure that is correct, as we do not manage or regulate what goes on in private residences. Without a complaint on file or legitimate intelligence that we have illegal gambling occurring within the city there is little reason for our department to take action. Back in the 1990's we along with ISP Task Force 6 did some work on gambling complaints with some success. Since that period we have recently cited a business in our downtown district for allowing illegal poker gambling.

We have few concerns over the proposed video gambling, considering the far more problematic, full-scale gambling that is seen throughout parts of our state and many others. The limited nature of this type of gambling does not raise concerns such as increased levels of prostitution, robbery, organized criminal activity, or even raising levels of addiction, because of the limited scope of availability. We are not as concerned with video gaming, given the limited scope of this activity, as we are with, for example, card games for money, where there tends to be more cash involved in less controlled settings. I would like to see this activity remain limited to a small number of machines in each establishment to prevent this activity from becoming the main focus in any single establishment. I see this as another level of entertainment while the patrons enjoy the other services provided by these establishments.

Attachments

The following documents were taken from the Illinois Gaming Board’s website at <http://www.igb.illinois.gov/VideoGaming/default.aspx>:

- Video gaming frequently asked questions
- Municipalities excluded from video gaming
- Video gaming act

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This matter was discussed at the July 9, 2012 City Council meeting and information about video gambling has also been placed on the City’s website.

FINANCIAL IMPACT: Given the lack of historical data, it is difficult to accurately assess the financial impact of video gaming. City video gaming revenues will be derived from 5% of

total video gaming revenue collected within City limits. The funds will be collected by the State and deposited in a separate Local Government and Video Gaming Fund and will not be deposited into State general fund. The Illinois Municipal League advises using an estimate of between \$1,500 and \$2,000 per machine annually in local tax revenue. Organizations supporting video gaming have provided City staff with more than a few scenarios outlining the potential tax revenue to be collected by the City of Bloomington; these groups include Midwest Electronics, whose projections range from \$286,160 to \$447,125/year and the Illinois Coalition for Employment and Business Growth, which estimates \$610,000/year can be collected by the City of Bloomington as a result of video gaming. This vast discrepancy is due in large part to the considerable number of variables involved in the equation, including:

- Number of establishments that desire video gaming terminals
- Number of establishments that qualify for video gaming terminals
- Number of establishments that are awarded approval for video gaming terminals
- Number of video gaming terminals installed in each of the approved establishments
- Revenue generated by each of the video gaming terminals
- How and when the state will allocate collected revenues

The lack of historical data also makes it difficult to estimate the costs to City and social services that may be incurred as a result of dealing with the effects of problem gambling behaviors.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

George Boyles
Assistant Corporation
Counsel

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

ORDINANCE 2012 - _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 6 AND
CHAPTER 20 OF THE BLOOMINGTON CITY CODE, RELATING TO VIDEO
GAMING**

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

SECTION 1: That Section 37 of Chapter 6 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Chapter 6: Section 37: Same - Powers and Duties Generally.

The local Liquor Control Commissioner shall have the following powers and duties:

- (a) Recommend the Granting, Fining, Suspending or Revoking. To recommend to the City Council the creating and granting of licenses and to fine licensees and/or to suspend or revoke for cause all licenses created under this Chapter for premises within the local Liquor Control Commissioner's jurisdiction. (Ordinance No. 1992-102)
- (b) Right of Entry. To enter any time into any premises licensed hereunder to determine whether any of the provisions of the Illinois Liquor Control Act or of this Code or any other laws or of any rules and/or regulations adopted by the Commissioner or by the State Commission have been or are being followed or violated by any person. This authorization provision also applies to law enforcement officers and any member of the Liquor Commission.

It shall be the responsibility and duty of any license holder and of any employee, agent or other representative of a license holder to enable and permit the Liquor Commissioner, any member of the Liquor Commission and any law enforcement officer to enter a licensed establishment at any time before or after the closing time and the failure to do so shall be a violation of this Code. (Ordinance No. 1992-102)
- (c) Exercise Powers, Etc. Granted Under State Law, Etc. To exercise all the powers, functions and duties which now or hereafter may be granted to him by the Illinois Liquor Control Act regulations of the Illinois State Liquor Control Commission, or by this Chapter. (Ordinance No. 1992-102)
- (d) Liquor Commission. The local Liquor Commissioner may appoint one or more persons to the Bloomington Liquor Commission to assist him and such person(s) shall have any and all of the authority the Commissioner has in the exercise of the powers and the performance of the duties provided for the local Liquor Control Commissioner. (Ordinance No. 1982-102)

(e) Fine and/or Suspension or Revocation of License. To fine any licensee and/or to suspend or revoke any license(s) issued under this Chapter for any of the following reasons:

(1) That the licensee has violated any of the laws of the United States relating to the sale of alcoholic liquor or any of the provisions of the Illinois Liquor Control Act, of this Chapter, or any applicable rules and regulations adopted by the local Liquor Control Commissioner or by the State Commission.

(2) The willful making of any false statement as to a material fact in the application for such license or in any change of ownership application or request or affidavit for the renewal of any license. Making a false statement shall include not making a complete statement of all relevant facts which relate to the situation.

(3) The permitting of any violation of state law or Bloomington City Code by any person upon the licensed premises.

(4) Failure to use and maintain the licensed premises in compliance with all codes and regulations pertaining to health and safety applicable within the City of Bloomington, including but not limited to Building, Plumbing, Electrical and Fire Codes, Zoning Ordinances, McLean County Health Ordinances, and all regulations and orders of the McLean County Health Department.

(5) The refusal of any licensee to testify under oath to all relevant and material questions propounded to him at any hearing conducted by the local Liquor Control Commissioner.

(6) Suspension or revocation of the license of the licensee by the State Commission.

(7) Payment by the licensee of the special federal tax imposed under Section 4411 (Wagering) or Section 4461 (Coin Operated Gaming Devices) of the Internal Revenue Code of 1954, as amended.

(8) Maintaining or operating a dram shop on any premises registered as a place of business where activities are carried on which make the person or persons carrying on such activities subject to the special federal tax on wagering. (Section 4411 of said Internal Revenue Code).

(9) Having on the premises where the licensee carries on his business any coin operated gaming device subject to the special federal tax imposed under Section 4461 of said Internal Revenue Code, whether or not said tax is paid.

(10) Permitting any gambling device or equipment to be located on the licensed premises, except for devices and equipment licensed and operated in accordance with the Video Gaming Act, 230 ILCS 40/1, et. seq.

(11) Failure to adhere to any changes or requirements imposed as a condition of being issued by the City Council pursuant to Section 4C or by the Liquor Commissioner pursuant to Section 4D of this Chapter. (Ordinance No. 1992-102)

(f) Conditions on License. The Liquor Commission may require changes in the licensee's operations in addition to or in lieu of assessing a fine and/or suspending a license for any of the reasons stated in Section 37(e). Such changes may include, but are not limited to (1) restricting the hours of sale; (2) adding exterior lighting; (3) erecting fencing; (4) patrolling the premises; (5) restricting the sale of single serving sizes of all types or a particular type of alcohol for consumption off of the premises; (6) requiring employee training; (7) establishing a minimum number of employees; (8) limiting the number and/or location of signs. (Ordinance No. 2004-2)

(g) Fines. Each fine imposed hereunder may not be less than \$250.00 nor more than \$3,500.00. A separate fine may be imposed for each violation and each day that the activity of a violation occurs or continues shall be a separate violation for which a separate fine may be assessed.

Fines shall be payable in the manner indicated in any Order which results from a hearing or as the Liquor Commissioner may otherwise specify in writing and the failure to pay any part of a fine as so indicated or specified may result in the license being similarly suspended or revoked by the Liquor Commissioner. The licensee may request a hearing on such action but pending a hearing and a decision thereon by the Liquor Commissioner, the license shall remain suspended or revoked. It shall be the duty of each licensee who makes a fine payment as indicated or specified to request a hearing at the earliest possible time to explain the situation and request that license(s) not be suspended or revoked as provided for herein or for any other reason. Any fine may be collected in court. (Ordinance No. 2004-2)

(h) Examination of Applicants, Licensees and Records. To examine or cause to be examined under oath any applicant or any representative of an applicant for a local license or for a renewal thereof or any licensee (see (g)) and to hear testimony and take proof of any witness or person having information about the issues being considered and to consider any other relevant evidence and for such purposes to issue subpoenas which shall be effective in any part of the State.

Each licensee involved in a hearing for a possible violation of this Code or other law(s) shall provide to the Liquor Commissioner at his request a copy of the income statement and/or any other requested financial statement of the involved establishment for a reasonable period of the past of not less than one year and the failure to do so shall be a violation of this Code. This provision is not intended to be a limitation of the authority of the Liquor Commissioner under Chapter 43, Illinois Revised Statutes (See Ch. 43, Sec. 126a). (Ordinance No. 1982-90)

(i) Investigation of Complaints, Etc. To receive the complaint of any resident of the City and to investigate upon such complaint or to investigate upon his own initiative any

alleged action of any law of the United States relating to the sale of alcoholic liquor or any of the provisions of the Illinois Liquor Control Act or of this Code, or any applicable rules and regulations adopted by the local Liquor Control Commissioner or by the State Commission. (Ordinance No. 1992-102)

(j) Rules and Regulations. To make, promulgate, alter, amend, repeal, and enforce such reasonable rules and regulations relating to the administration and enforcement of the provisions of this Chapter as may be deemed by him to be desirable. (Ordinance No. 1992-102)

(k) Ordering the License Classification of any establishment to be changed upon application as provided in Section 4F of this Chapter or upon his own initiative if he finds, after hearing evidence, that an establishment fails to qualify for the license it holds. (Ordinance No. 1992-102)

SECTION 2: That Sections 2, 12, and 13 of Chapter 20 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Chapter 20: Section 2: Gambling - Penalty.

(a) Whoever shall be an inmate of or connected with any gambling room or shall play for money or other valuable thing at any game with cards, dice, checks, or at billiards, or with any other article, instrument, or thing whatsoever which may be used for the purpose of playing or betting upon or winning or losing money or any other valuable thing or article of value or shall bet on any game that others may be playing shall be fined not less than Five Dollars nor more than Fifty Dollars for each offense.

(b) Participants in any of the following activities shall not be convicted of gambling:

(1) Agreements to compensate for loss caused by the happening of chance including without limitation contracts of indemnity or guaranty and life or health or accident insurance; and

(2) Offers of prizes, award or compensation to the actual contestants in any bona fide contest for the determination of skill, speed, strength or endurance or to the owners of animals or vehicles entered in such contest; and

(3) Pari-muted betting as authorized by the law of this State; and

(4) Manufacture of gambling devices, including the acquisition of essential parts therefor and the assembly thereof, for transportation in interstate or foreign commerce to any place outside this State when such transportation is not prohibited by any applicable Federal law; and

(5) The game commonly known as "bingo" when conducted in accordance with "An Act making lawful the conducting of bingo by certain non-profit organizations, requiring licensing and prescribing regulations therefor"; and

(6) Lotteries when conducted by the State of Illinois in accordance with the "Illinois Lottery Law" enacted by the 78th General Assembly. (Ordinance 1974-78)

(7) Video gaming when licensed by the State and conducted in accordance with the Video Gaming Act, 230 ILCS 40/1, et. seq.

Chapter 20: Section 12: Places Kept for Gambling Declared Nuisance, Etc.

Every house, room, yard, boat, vessel, or other structure, or premises kept or used for the purpose of permitting persons to gamble for any valuable thing is hereby declared to be a common nuisance, except for licensed establishments operated in accordance with the Video Gaming Act, 230 ILCS 40/1, et. seq. No person shall own, keep, maintain, manage, or conduct or shall be interested in owning, keeping, maintaining, managing, or conducting any such place.

Chapter 20: Section 13: Seizure of Implements, Etc. Resistance - Penalty.

It is hereby made the duty of every member of the police force to seize any table, instrument, device, or thing used for the purpose of gaming, except for devices and equipment licensed and operated in accordance with the Video Gaming Act, 230 ILCS 40/1, et. seq.; ~~and all such tables, instruments, devices, or things shall be destroyed.~~ Any person or persons obstructing or resisting any member of the police force in any act authorized by this Section shall be subject to a fine of not less than Fifty Dollars for each offense.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately upon passage and approval.

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

PASSED this _____ day of July, 2012.

APPROVED this _____ day of July, 2012.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

FOR COUNCIL: July 23, 2012

SUBJECT: Proposed Ordinance Amending Chapter 27, Section 8 of the City Code, Rules Governing the Use of City Water and adding Section 36, Water Emergency Response Ordinance, to Chapter 27.

RECOMMENDATION/MOTION: Recommend that Text Amendments to Chapter 27, Section 8 of the City Code, Rules Governing the Use of City Water, be amended by removing paragraph (b), Authority to Impose Water Use Restrictions, and relettering the remaining paragraphs (c) through (g), also that the subject matter of the previous Chapter 27, Section 8, paragraph (b), Authority to Impose Water Use Restrictions be moved to and expanded upon, in the new Section 36, Water Emergency Response Ordinance, of Chapter 27, be approved and the Ordinance passed.

BACKGROUND: Staff has prepared a Water Emergency Response Ordinance, which will take the place of Chapter 27, Section 8 of the City Code, Rules Governing the Use of City Water and replace it with a much more detailed and specific Water Emergency Response Ordinance. The Water Emergency Response Ordinance is the culmination of several years of research into other municipalities Water Emergency Ordinances and is intended to be utilized whenever a water emergency is encountered, whether it is supply related, such as a drought, treatment related, such as a long term power outage at the water treatment or other pumping facility or a water distribution system or water quality related issue.

The driving force in the Ordinance is the preservation of safe drinking water for human consumption, sanitation, fire protection and other essential needs. It is intended to provide the water customers of the City of Bloomington with the foreknowledge of the actions that will be taken if a water emergency is encountered.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no Community Groups contacted for this petition.

FINANCIAL IMPACT: This petition will have no financial impact on the City of Bloomington.

Respectfully submitted for Council consideration,

Prepared by:

Reviewed by:

Craig M. Cummings
Water Director

Barbara J. Adkins
Deputy City Manager

Fiscal Review by:

Legal Review by:

Recommended by:

Patti-Lynn Silva
Finance Director

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

ORDINANCE NO. 2012 - xx

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 27

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

SECTION 1. That Bloomington City Code Chapter 27 be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Chapter 27: Section 8: Rules Governing Use of City Water.

The following rules governing the use of City water are hereby adopted:

(a) **Waste of Water Not Permitted.** Customers shall keep their water service pipes and all plumbing connected with the City's water system in good repair and protected from freezing at their own expense. Hydrants, taps, hoses, water closets, urinals, baths or other fixtures shall not be kept running when not in use. In conditions of extreme cold weather water may be kept running at a trickle to prevent pipes from freezing. If it is found that there is an unreasonable or unnecessary waste of water in any building, structure or premise to which water is supplied from the City's water system, the Director of Engineering & Water may cause the water service to be disconnected to stop the waste of water. (Ordinance No. 1994-43)

~~(b) — Authority to Impose Water Use Restrictions. The City Manager may, at any time he determines that the conditions affecting the City's water supply, reservoirs, pumping or distribution facilities make restriction of water use, either on a short term or indefinite basis necessary in the public interest, order cessation or restriction of any one or more of the following activities by City customers, whether inside or outside the City's corporate limits:~~

~~(1) — watering of lawns, gardens, trees, shrubs and vegetation, established or new;~~

~~(2) — water conservation measures by non-residential or residential users, or both;~~

~~(3) — washing of cars, either totally or at certain types of locations;~~

~~(4) — filling of swimming or wading pools;~~

~~(5) — use of fountains or other decorative water features;~~

~~(6) — sales to water haulers;~~

~~(7) — service of water to restaurant customers, except on request;~~

~~(8) — any other practice which in the City Manager's opinion may be wasteful of water.~~

~~The City Manager shall cause notice of any such restrictions to be included with the next water bill issued immediately following the imposition of any restrictions, except that in case of an emergency, the City Manager shall cause notice of such restrictions to be publicly announced by~~

~~means of broadcasts or telecasts from a radio station in a normal operating range covering the City. All restrictions shall remain in effect from the date notice is given until they are rescinded by the City Manager.~~

~~In the case of sale of water to other public bodies, the City Manager may require the public bodies to adopt and enforce Ordinances or Resolutions imposing restrictions to their water customers consistent with those imposed within the City's corporate limits.~~

~~In addition to any penalties otherwise provided for in this Chapter, the City Manager may order a disconnection of water service to any customer violating any of the foregoing restrictions. Once disconnected the customer's water service may be resumed only after the City Manager determines that future violations by said customer will not occur. (Ordinance No. 1994-43)~~

~~(b) (e)~~ Disconnection of Water Service. In any case where the water service has been disconnected for any reason provided in this Chapter, and the water is found reconnected or when in the opinion of the Director of Engineering & Water the disconnection of the water service by closing the curb shutoff valve is not a sufficient protection against the further use of the water, it shall be lawful to cause the water service to be disconnected by whatever means necessary. Upon a re-application for water service, an additional charge covering all the expenses of disconnecting the water service shall be made. (Ordinance No. 1994-43)

~~(c) (d)~~ Unauthorized Reconnection of Water Service. No customer shall reconnect or cause or allow the reconnection of water service to any premise to which the City has disconnected water service in any manner other than provided in this Chapter. Only the Director of Engineering or Water, his officers, and employees may reconnect a water service. Any customer who reconnects water service to a premise contrary to the provisions of this Chapter shall be liable for payment of a fine as provided in Section 15 of this Chapter in addition to any other fees or charges assessed as a result of special measures which must be taken to disconnect the service as a result of the reconnection. In any prosecution charging an unauthorized reconnection of water service, the person lawfully in possession and/or in control of the premises shall be presumed to have made, caused or allowed the reconnection of the water service. (Ordinance No. 1994-43)

~~(d) (e)~~ Right of Entry. The officers, agents and employees of the Water Department shall have free access to all and every part of any building, structure or premises to which water is supplied from the City's water system for the purpose of:

- ~~(i)~~ reading water meters and/or remote reading devices;
- ~~(ii)~~ examining and/or repairing the water pipes, taps, fixtures, hydrants, valves, shutoff boxes and any other appurtenances related or connected to the City's water system; and
- ~~(iii)~~ disconnecting and/or reconnecting water service as provided in this Chapter.

Such officers, agents and employees shall also have the right to take such steps as are necessary to repair pipes, taps, fixtures, hydrants, valves, shutoff boxes and other appurtenances related to or connected with the City water system and/or disconnect or reconnect water service as provided in this Chapter, including but not limited to conducting excavations on the customer's premises.

No person shall in any manner obstruct, or cause to be obstructed or refuse or prevent, the free access of any officer, agent or employee of the Water Department to all or any part of any building, structure or premise for the purposes set forth herein. Any person who so obstructs the access of any such officer or person or who shall refuse to permit such entry or access or who shall do or cause to be done any act or thing for the purpose of preventing such entry or access, shall be punished as provided in Section 1-6 of Chapter 1 of this Code. (Ordinance No. 1994-43)

(e) ~~(f)~~ Separate Storm and Sanitary Drainage Required. No water service shall be provided to any premises where storm water and sanitary drainage are not separated as required by the chapter governing sewers and sewage disposal. (Ordinance No. 1994-43)

(f) ~~(g)~~ Plumbing Code Requirement. No water service shall be provided turned on for service into any premise in which the plumbing does not comply with the Plumbing Code of the City and the requirements of this Chapter. Water service may be provided for construction work in unfinished buildings, subject to the provisions of this Chapter. (Ordinance No. 1994-43)

Chapter 27: Section 36: Water Emergency Response Ordinance.

(a) DECLARATION OF POLICY, PURPOSE, AND INTENT

Purpose: To achieve the greatest public benefit from domestic water use, sanitation, fire protection and to provide water for other purposes in an equitable manner and to preserve water quality, the City of Bloomington, Illinois adopts the following regulations and restrictions on the delivery and consumption of water.

This Ordinance is hereby declared necessary for the preservation of public health, safety, welfare and enhances water supply operational flexibility and shall take effect upon its adoption by the City of Bloomington, Illinois.

Whenever, in the judgment of the City Council of the City of Bloomington, Illinois, it becomes necessary to conserve water in the service area, due to drought, water treatment capacity or other conditions, the City of Bloomington, Illinois Water Department is authorized to issue a Proclamation that existing drought or other conditions prevail over fulfillment of the usual water-use demands. The Proclamation is an attempt to prevent depleting the water supply to the extent that water-use for human consumption, sanitation, fire protection and other essential needs become endangered.

Immediately upon the issuance of such a Proclamation, regulations and restrictions set forth under this Ordinance shall become more effective and remain in effect until the water shortage is terminated and the Proclamation rescinded.

Water uses, regulated or prohibited under the Ordinance, are considered to be non-essential and continuation of such uses during times of water shortage is deemed to constitute a waste of water, subjecting the offender(s) to penalties.

The provisions of the Ordinance shall apply to customers within the jurisdiction of the City of Bloomington, Illinois Water Department.

(b) DEFINITIONS

For the purposes of this Ordinance, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and waterfalls

Commercial and industrial water use: water use integral to the production of goods and/or services by any establishment having financial profit as their primary aim.

Customer: any person, company, or organization using water supplied by the City of Bloomington, Illinois Water Department.

Domestic water use: water use for personal needs or for household purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drought Alert Phase:

1. Moderate Drought: Combined reservoir water-levels reduced below spillway level by 8 feet or a proclamation that a moderate water emergency exists.

2. Severe Drought: Combined reservoir water-levels reduced below spillway level by 10 feet or a proclamation that a severe water emergency exists.

3. Extreme Drought: Combined reservoir water-levels reduced below spillway level by greater than 12 feet and stream flow in Mackinaw River less than 20 cubic feet per second or a proclamation that an extreme water emergency exists.

Essential water uses: Water used specifically for fire fighting, and to satisfy federal, state, or local public health and safety requirements.

Even numbered address: street addresses, box numbers or rural route numbers ending in 0, 2, 4, 6, 8 or letters A-M; and locations without addresses.

Institutional water use: water use by government, public and private educational institutions, public medians and rights of way, churches and places of worship, water utilities, and other lands, buildings, and organizations within the public domain.

Landscape water use: water used to maintain gardens, trees, lawns, shrubs, flowers, athletic fields, rights of way and medians.

Odd numbered address: street addresses, box numbers or rural numbers or rural route numbers ending in 1, 3, 5, 7, 9 or letters N-Z.

Water hauling: Water sold by the City of Bloomington at bulk dispensing facility for use at a location other than the location where it was purchased.

Water shortage: lack of adequate available water to meet normal demands due to lower than normal precipitation, reduced stream flows or soil moisture, and/or deterioration of water quality which causes water supplies to be less than usual.

Wholesale customer: A public body that purchases water in bulk and redistributes it to its own customers.

(c) NON-ESSENTIAL WATER USE

All water use categories, other than essential water use, may be curtailed during severe or extreme drought. Some examples of non-essential water uses follow:

A. Residential and Institutional:

1. Washing down sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surface areas.
2. Washing down buildings or structures for purposes other than immediate fire protection.
3. Flushing gutters or permitting water to run or accumulate in any gutter or street.
4. Washing any motor bike, motor vehicle, boat, trailer, airplane or other vehicle in public or private garages or elsewhere.
5. Maintaining fountains, reflection ponds, and decorative water bodies for aesthetic or scenic purposes.
6. Filling or maintaining public or private swimming pools.
7. Sprinkling lawns, plants, trees, and other flora on private or public property, except as otherwise provided under the Ordinance.

B. Commercial and Industrial:

1. Serving water routinely in restaurants.
2. Increasing water levels in scenic and recreational ponds and lakes.

3. Irrigating golf courses and any portion of its grounds, except greens or as otherwise provided under this Ordinance.

4. Obtaining water from hydrants for any purpose other than firefighting.

5. Serving customers who have been given a 10-day notice to repair one or more leaks and has failed to comply.

6. Expanding commercial nursery facilities, placing new sod on commercial and/or residential sod after the drought proclamation, or planting or landscaping when required by site design review process.

(d) RESPONSES TO MODERATE, EXTREME, AND SEVERE DROUGHT ALERT PHASES

Levels of drought are set forth in this ordinance as moderate, severe, and extreme. Proclamations issued by the City of Bloomington, Illinois Water Department shall coordinate an appropriate response to the level of drought which exists.

Proclamations setting forth responses to the various drought alert phases shall be made by the City of Bloomington, Illinois Water Department and are to be based upon local and/or regional monitoring data.

A. Moderate Drought Alert Phase: If conditions indicate that a moderate drought condition is present and is expected to persist, the City of Bloomington, Illinois Water Department shall notify municipal and county governments and issue press releases concerning the drought conditions to the news media. Large or key water users will be contacted directly by the Water Department.

1. Goal:

(a) Public awareness and education of drought procedures and water saving.

(b) A five percent voluntary water use reduction for residential, commercial, industrial, institutional, wholesale and electric power generation purposes in order to extend the water supply for duration of the drought.

2. General Responses:

(a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper of general circulation within the affected community and region. This statement shall include a list of non-essential water uses (SECTION (c)).

(b) Institute an increased water supply system maintenance effort to identify and correct water leaks by initiating a complete leak detection survey.

• Leaks greater than 100 gallons per minute under the control of the Water Department will be corrected within 72 hours of the Department becoming aware of the leak.

(c) Encourage customers of the City of Bloomington, Illinois Water Department to comply with the listed voluntary water-use restrictions in all categories while moderate drought conditions exist.

3. Water-Use Restrictions:

(a) Residential:

• Reduce domestic, landscaping, and water-based recreational activities such as swimming pools, water slides, and other related water activities.

(b) Commercial, Industrial, and Institutional:

• Reduce aesthetic, domestic, landscaping, and water-based recreational activities such as swimming pools, water slides, and other related water activities.

• Water sold for transport elsewhere (“water hauling”) shall have the rate doubled.

(c) Agricultural, Irrigation and Livestock:

• Implement conservation techniques, explore different water saving methods, and use alternative sources.

(d) Electric Power Generation:

• Implement conservation techniques, explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

• Prohibit direct water withdrawals from Lake Bloomington

(f) Wholesale customers

- Water use reductions of five percent

4. Water Department Operational Procedures:

(a) Eliminate hydrant flushing, except that flushing necessary to maintain the water quality in the water distribution system.

B. Severe Drought Alert Phase: A drought of this severity requires official declaration and implementation of mandatory water use restrictions by the City of Bloomington, Illinois Water Department. In such cases, the Department will notify municipal and county governments in the affected drought areas. The Utility will also issue press releases concerning the drought conditions to the news media.

1. Goal:

(a) Generate a public response that helps alleviate drought stress through mandatory water use restrictions.

(b) A ten percent water use reduction for residential, agricultural, commercial, industrial, institutional, wholesale and electric power generation purposes.

2. General Responses:

(a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper or general circulation within the affected community and region. This statement shall include a list of water-use curtailment measures.

(b) Require customers of the City of Bloomington, Illinois Water Department to comply with the listed water-use restrictions in all categories while severe drought conditions exist.

3. Water-Use Restrictions:

(a) Residential:

• Use low-volume hand-held applicators only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.

• Restrict landscape watering to Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.

(b) Commercial, Industrial, and Institutional:

- Prohibit aesthetic water use.
- Reduce domestic water use to minimum levels necessary for maintaining health and safety.
- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that require filtration and/or water recycling.
- Use low-volume hand-held applicators only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.
- Water sold for transport elsewhere (“water hauling”) shall have the rate tripled and shall only be sold on Monday, Wednesday and Friday, 8a.m. to 4 p.m.

(c) Agriculture, Irrigation and Livestock:

- Implement conservation techniques, explore different water saving methods, and use alternative sources.
- Restrict irrigation use from 7:00 p.m. to 7:00 a.m.

(d) Electric Power Generation

- Implement conservation techniques, explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

- Prohibit direct water withdrawals from Lake Bloomington

(f) Wholesale Customers

- Water use reductions of ten percent.

4. Water Department/City Operational Procedures

- Prohibit the use of water-based recreational activities that rely on single use water supply, such as municipal water parks.

• Enact a 24-hour, service-area wide, monitoring system to evaluate the community's response and cooperation to drought procedures.

• Reduce the water supply hydraulic grade-line (levels in water towers) by five feet.

C. Extreme Drought Alert Phase: The City of Bloomington, Illinois Water Department will notify municipal and county governments in the affected drought areas, and issue press releases concerning the drought conditions to the news media. Water-use restrictions imposed during extreme drought conditions are mandatory.

1. Goal:

(a) A fifteen percent water use reduction for residential, institutional, agricultural, commercial, industrial, and electric power generation purposes.

2. General Responses:

(a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper of general circulation within the affected community and region. This statement shall include a list of water- use curtailment measures.

(b) Require customers of the City of Bloomington, Illinois Water Department to comply with the listed water-use restrictions in all categories while extreme drought conditions exist.

3. Water-Use Restrictions:

(a) Residential:

• Reduce domestic water use to minimum levels necessary to maintain health and safety.

• Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that employ filtration and/or water recycling.

• Use low-volume hand-held applications only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.

• Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.

(b) Commercial, Industrial, and Institutional:

- Prohibit aesthetic water use.
- Reduce domestic water use to minimum levels necessary for maintaining health and safety.
- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that employ filtration and/or water recycling.
- Use low-volume hand-held applications only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.
- Cease selling water for transport elsewhere (“water hauling”).

(c) Agriculture, Irrigation and Livestock:

- Implement conservation techniques, explore different water saving methods, and use alternative sources.
- Restrict irrigation use from 12:00 a.m. to 4:00 a.m.

(d) Electric Power Generation

- Implement conservation techniques, explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

- Prohibit direct water withdrawals from Lake Bloomington.

(f) Wholesale Customers

- Water use reductions of fifteen percent.

4. Water Department/City Operational Procedures

- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that require filtration and/or water recycling.
- Prohibit the use of water-based recreational activities that rely on single use water supply, such as municipal water parks.
- Prohibit water-based street cleaning.
- Enact a 24-hour Water Department monitoring system to evaluate the community's response and cooperation to drought procedures.
- Reduce the water supply hydraulic grade-line (levels in water towers) by ten feet.
- Eliminate golf course irrigation, except for greens

(e) NEW WATER SERVICE CONNECTIONS

Correspondence regarding water availability, pipeline extension agreements, and applications requesting service, received and dated after the date of this Ordinance shall include conditions relating to water shortages.

No applications for new, additional, further expanded, or an increase in size of water service connections, meters, service lines, pipeline extensions, approved or installed unless such action is in compliance with provisions of this Ordinance.

(f) WATER RATES

In the event of an extreme drought related water shortage, the City of Bloomington, Illinois Water Department is hereby authorized to monitor water use. Under extreme drought conditions the Water Department's drought water rates will be enacted through the duration of the drought for all water users except as otherwise noted in this Ordinance. These water rates are defined as the water rates in effect at the time of the extreme drought declaration multiplied by 1.50.

(g) RATIONING

In the event that a drought or other condition(s) threaten(s) the preservation of public health and safety, the City of Bloomington, Illinois Water Department is hereby authorized to ration water.

(h) FINES AND PENALTIES

Except as otherwise stated herein, violators of any provision of this Ordinance shall be penalized.

Violation Classification Penalty

- First offense infraction in severe drought – Courtesy reminder to implement procedures
- First offense infraction in extreme drought -- \$50.00
- Second offense infraction within the same drought period -- \$100.00
- Third and subsequent offense within the same drought period -- \$250.00
- The aforementioned fines and penalties may be in lieu of, or in addition to, any other penalty provided by law.

(i) ENFORCEMENT

Employees of the City of Bloomington, Illinois Water Department, City of Bloomington police officers, firefighters, and plumbing inspectors have the duty, and are hereby authorized to enforce the provisions of this Ordinance and shall have the power and authority to issue written notices to appear when violations of this Ordinance occur during any declared severe or extreme drought or water shortage.

(j) VARIANCES

Persons not capable of immediate water use reduction, or curtailment, because of equipment damage or other extreme circumstances, shall commence gradual reduction of water use within twenty-four hours of the declaration of water use curtailment/reduction and shall apply for a variance from curtailment.

Persons requesting exemption from the provisions of this Ordinance shall file a petition for variance with the City of Bloomington, Illinois Water Department within ten days after such curtailment becomes effective.

When the Drought Ordinance has been invoked by the City of Bloomington, Illinois Water Department, all petitions for variances shall be reviewed by the City of Bloomington, Illinois Water Department Director. Petitions shall contain the following:

1. Name and address of the petitioner(s).
2. Purpose of water use.
3. Specific provisions from which the petitioner is requesting relief.

4. Detailed statement as to how the curtailment declaration adversely affects the petitioner.

5. Description of the relief desired.

6. Period of time for which the variance is sought.

7. Economic value of the water use.

8. Damage or harm to the petitioner or others if petitioner complies with Ordinance.

9. Restrictions with which the petitioner is expected to comply and the compliance date.

10. Steps the petitioner is taking to meet the restrictions from which variance is sought and the expected date of compliance.

11. Other pertinent information.

In order for a variance to be granted, petitioner must show one of more of the following conditions:

A. Compliance with the Ordinance cannot be technically accomplished during the duration of the water shortage.

B. Alternate methods can be implemented which will achieve the same level of reduction in water use.

The City of Bloomington, Illinois Water Department Director may, in writing, grant temporary variances for existing water uses otherwise prohibited under the Ordinance if it is determined that failure to grant such variances would cause an emergency condition adversely affecting health, sanitation, or fire protection for the public or the petitioner and if one or more aforementioned conditions is met. The City of Bloomington, Illinois Water Department Water Director shall approve or deny any such variance. Any such variance so ratified may be revoked by later action of the City of Bloomington, Illinois Water Department Director. Any such variance denied by the City of Bloomington, Illinois Water Department Director can be appealed to the City of Bloomington, Illinois City Manager.

No such variance shall be retroactive or otherwise justify any violation of this Ordinance occurring prior to the issuance of the variance.

Variances granted by the City of Bloomington, Illinois Water Department Director or City Manager shall be subject to the following conditions, unless waived or modified by the City of Bloomington, Illinois Water Department or City Manager.

A. Variances granted shall include a timetable for compliance.

B. Variances granted shall expire when the water shortage no longer exists, unless the petitioner has filed to meet specified requirements.

(k) STATUS OF THE ORDINANCE

In the event that any portion of this Ordinance is held to be unconstitutional for any reason, the remaining portions of the Ordinance shall not be affected. The provisions of this Ordinance shall prevail and control in the event of any inconsistency between this Ordinance and other rules and regulations of the City of Bloomington, Illinois and/or State of Illinois.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this xxth day of July, 2012.

APPROVED this xxth day of July, 2012.

APPROVED:

STEVE STOCKTON
Mayor

ATTEST:

TRACEY COVERT
City Clerk

FOR COUNCIL: July 23, 2012

SUBJECT: Construction Contract for the Fire/Rescue Training Tower

RECOMMENDATION/MOTION: That a professional services contract for \$327,232.70 be awarded to PJ Hoerr of Normal, IL for the construction of the Fire/Rescue Training Tower located at 1911 E. Hamilton Road and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The Farnsworth Group, Inc. prepared an invitation to bid for the construction of the Fire/Rescue Training Tower on behalf of the City of Bloomington. The scope of this invitation includes: installation of new concrete footings, foundations, slabs interior and exterior light fixtures, site work, erection and construction of a pre-manufactured fire training tower and other necessary items and incidentals relating to the Fire/Rescue Training Tower.

A pre-bid meeting was held at Fire Station #2 on Monday, July 2, 2012 with 8 firms represented. At Bloomington City Hall on Tuesday, July 10, 2012 at 2:00 p.m. sealed bids were publicly opened and read. A review of those bids was conducted by both Farnsworth Group personnel and Fire Department Staff.

PJ Hoerr	Normal, IL	\$327,232.70	** Recommended
Tarter Construction	Bloomington, IL	\$391,720.00	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An Initiation to Bid notice was placed in the Pantagraph newspaper and was posted on both the City of Bloomington and the Farnsworth Group websites.

The following is a planholder's list for this project:

- **Aupperle Construction**
- **Bidclerk**
- **Bidtool**
- **Buddy's Grounds Maintenance, Inc.**
- **Central Illinois Plan Room**
- **Conrad Sheet Metal**
- **Cornerstone Construction, LLC**
- **D. Joseph Construction Company**
- **D.J. Sickley Construction Company, Inc.**
- **Diversa Tech Metal Fab, LLC**
- **F&W Lawn Care and Landscaping Company**
- **George Gildner, Inc.**
- **Greater Peoria Contractors & Suppliers Association, Inc.**
- **Hein Construction Company**
- **Illowa Builders Exchange**
- **Intra-Plant Maintenance**
- **ISQFT Plan Room**
- **J.G. Stewart Contractors, Inc.**
- **Johnco Construction, Inc.**
- **Johnson Controls**
- **Johnston Contractors**

- Leander Construction, Inc.
- McGraw-Hill
- National Pump & Compressor
- Nielsen Building Systems, Inc.
- PJ Hoerr
- PDH Landscaping Group, LLC
- Reed Construction Data
- Southern Illinois Builders Association
- Standard Heating & Cooling
- Stark Excavating, Inc.
- Tarter Construction LLC
- Tech Electronics
- Uesco Cranes
- United Contractors Midwest
- Weber Electric, Inc.
- Wilcox Electric & Service
- Williams Brothers Construction Inc.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$650,000 for the construction of the Fire/Rescue Training Tower in line item 40100100-72520. The City has allocated \$85,000 to Farnsworth and this memo is proposed to allocate \$327,233 for the continual construction of the facility. Staff expects further cost such as construction phase testing, contingency to be incurred in the upcoming months during the construction of the facility.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial Review by:

Eric Vaughn
Assistant Chief/Officer

Michael Kimmerling
Fire Chief

Patti-Lynn Silva
Director of Finance

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			