

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:41 p.m., Monday, September 26, 2011.

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

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

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

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

Alderman Fruin read the same statement that appeared on the August 23, 2010 Council meeting prior to voting.

The following was presented:

SUBJECT: Council Proceedings of September 12, 2011

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of September 12, 2011 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of September 12, 2011 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 ClerkDavid A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the reading of the minutes of the previous Council Meeting of September 12, 2011 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

FINANCIAL IMPACT: Total disbursements to be approved \$3,606,031.51, (Payroll total \$1,624,066.76, and Accounts Payable total \$1,981,964.75).

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Timothy Ervin
Director of FinanceDavid A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Reschedule Regular Council Meeting of December 27, 2011

RECOMMENDATION: That the December 27, 2011 Council meeting be rescheduled to Monday, December 19, 2011.

BACKGROUND: Chapter 2. Administration, Section 15. Meetings – Regular & Adjourned states that Council’s regular meetings shall be held on the second and fourth Mondays of each month at 7:30 p.m. The Code also states that if a meeting date falls on a City holiday the meeting shall be held on the day following at the same time.

This year, the fourth Monday in December is the twenty-sixth (26th). This date is a City holiday. The following date is Tuesday, December 27, 2011. This date is also the final day to file the City’s Tax Levy Ordinance with the accompanying Tax Levy Abatement Resolutions at the McLean County Clerk’s Office by 4:30 p.m.

The state’s Open Meetings Act allows the Council to reschedule one (1) of its regular meetings. Changes beyond this number would require a notice to be published in the Pantagraph at least ten (10) days prior to the change.

The following is the time line for the Tax Levy process:

Council Item	Original Time Line	Adjusted Time Line
Work Session – Tax Levy	Monday, October 10, 2011	Monday, October 24, 2011
Adopt Estimated Tax Levy	Monday, October 24, 2011	Monday, November 14, 2011
Adopt Tax Levy Ordinance*	Monday, November 24, 2011	Monday, December 12, 2011
Adopt Abatement Resolutions	Monday, December 12, 2011	Monday, December 19, 2011

* Note: state law requires at least twenty (20) days between adoption of the estimated tax levy and the tax levy ordinance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City ClerkDavid A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the December 27, 2011 Council meeting be rescheduled to Monday, December 19, 2011.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Pay GA Rich & Sons, Inc. for Emergency Repair of City Sewer in the 1600 Block of E. Oakland Ave. (Ward 4)

RECOMMENDATION: That the payment in the amount of \$37,724.99 to GA Rich & Sons, Inc. for emergency repair of City Sewer in the 1600 block of E. Oakland Ave. be approved.

BACKGROUND: A sink hole was discovered below the pavement in the 1600 block of E. Oakland Ave. City crews inspected the fifteen inch (15") combination sewer with the camera truck and discovered a severely deteriorated area inside the manhole and sewer pipe. The sewer at this location is approximately fourteen feet (14') deep, which exceeds the excavation limits of City equipment. Therefore, staff retained a contractor to perform the repair work. Given the extent of deterioration, the repair was considered an emergency and was performed in June, prior to Council approving the 2011 Emergency Utility Repair Contract on August 8, 2011.

GA Rich & Sons, Inc. performed excavation, removed and replaced the manhole and deteriorated section, backfilled the excavation, and performed surface restoration. Since the repair work included a manhole and a sewer service in the same block, the contractor performed both repairs. Separate invoices were requested due to different funding sources. A time and materials bill has been submitted for this work in the amount of \$37,724.99. Staff has reviewed the bill and finds it to be in order.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property owners at 1605, 1617 and 1619 E. Oakland Ave.

FINANCIAL IMPACT: The current fiscal year budget includes \$150,000 and \$130,000 for sewer repairs in the Sewer Maintenance & Operations Fund and Storm Water Management Fund respectively. Payment in the amount of \$37,724.99 will be made with \$17,356.69 Sewer Maintenance & Operations Funds (5210-52100-70551) and \$20,368.30 Storm Water Management Funds (5510-55100-70552). The Sewer Maintenance & Operations Fund currently has a negative balance of \$2,336,525.97 and the Storm Water Management Fund currently has a negative balance of \$591,274.13.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Jim Karch, P.E., CFM
Director of Public Works

Timothy Ervin
Director of Finance

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell the payment to GA Rich & Sons, Inc. in the amount of \$37,724.99 for emergency repair of City Sewer in the 1600 block of E. Oakland Ave. be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Lime, Water Treatment Chemical

RECOMMENDATION: That Lime, water treatment chemical, be purchased from Mississippi Lime, Inc., in the amount of \$160/ton, the Purchasing Agent be authorized to issue a Purchase Order for same and the Resolution adopted.

BACKGROUND: Each year, competitive bids are requested for the annual water treatment chemical needs. Typically, these bids have included lime for the water softening process. Lime (Calcium Oxide) is used as a water softening agent in water treatment plants that have source water with high levels of calcium and magnesium, two (2) elements that cause water to be characterized as “hard”. Lime is mixed with water in the water treatment facility and this solution is then added to the water to be treated. The lime causes the calcium and magnesium in the source water to settle out of the water. The quality of calcium oxide can vary due to the variations in the raw ingredient, limestone.

In 2007, a supplier with the lowest bid price was chosen. When the product was delivered and used, the product did not meet the City's specification and the material caused operational problems. Other suppliers have been used in past years as well with similar results. This has generally led to serious equipment problems, extensive cleanup efforts, water quality degradation, and overall higher water treatment costs.

Based on the negative experiences in years past, staff requested Council authorization to negotiate a lime price with Mississippi Lime, Inc., the supplier that has been used successfully for years. This request was first approved by Council on March 24, 2008. Staff respectfully requests to purchase this chemical from Mississippi Lime, Inc. for FY 2011/12 quoted price of \$160/ton and \$166.15/ton in 2012/13. The \$160/ton price for FY 2011/12 represents an increase of \$10/ton from FY 2010/11 price of \$150/ton.

Staff respectfully requests that Council authorize the purchase of lime, water treatment chemical, from Mississippi Lime, Inc. for two (2) years starting September 1, 2011. The quoted price for the first year is \$160 per ton. In the second year of the agreement, the price would increase to \$166.15 per ton.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The annual expense for lime has been budgeted. The expense will be drawn from account #5010-50130-70590 (Water Department, Purification Division, Water Chemicals Account). This account has been budgeted at \$660,000 in FY 2012.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Craig M. Cummings
Director of Water

Timothy Ervin
Director of Finance

David A. Hales
City Manager

RESOLUTION NO. 2011 - 42

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF THE WATER TREATMENT CHEMICAL, LIME FOR THE WATER DEPARTMENT FROM MISSISSIPPI LIME, INC. AT A PURCHASE PRICE OF \$160/TON FOR FY 2011/12 AND \$160.15/TON FOR FY 2012/13

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase the water treatment chemical, Lime for the Water Department from Mississippi Lime, Inc. at a Purchase Price of \$160/ton for FY 2011/12 and 160.15/ton for FY 2012/13.

ADOPTED this 26th day of September, 2011.

APPROVED this 27th day of September, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Fruin questioned the tonnage purchased.

Motion by Alderman Anderson, seconded by Alderman Purcell that Lime, water treatment chemical, be purchased from Mississippi Lime, Inc., in the amount of \$160/ton, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bid Analysis for Water Treatment Chemicals

RECOMMENDATION: That the bids be awarded to the various vendors and the Purchasing Agent authorized to issue Purchase Orders for same.

BACKGROUND: On September 9, 2011, bids were opened for the City's water treatment chemical needs for the twelve (12) months following award. Four (4) chemicals increased in price and two (2) decreased in price. This is a clear indication of the continued volatility of the bulk chemical market.

Due to the volatility in the industrial chemical market, staff attempted to reduce some of the exposure to the market swings by requesting multiyear pricing. All vendors were invited to submit proposals for three (3) year agreements for supplying chemicals in addition to the standard one (1) year bid. A few vendors submitted three (3) year proposals, one (1) for liquid chlorine and two (2) for hydrofluosilicic acid. The number of vendors willing to commit to three (3) year pricing is down from years past, again indicating ongoing volatility in this market.

The liquid chlorine three (3) year pricing proposal of \$500 per ton from JCI Jones, Inc. is recommended over the one (1) year pricing proposal of \$498.25 per ton from Alexander Chemical. If the one (1) year pricing were accepted, the savings in that year would be under \$160 and is outweighed by the fixed price of \$500/ton for three (3) years. The liquid chlorine price would remain constant at \$500 per ton for FY's 2013 and 2014. Staff will present that pricing to Council for approval each year.

Staff recommends awarding of bids to qualified, responsive bidders for the next twelve (12) months with the exception of the liquid chlorine bid. Staff recommends the acceptance of a three (3) year bid with no increase in cost over those three (3) years. Council would approve annual renewal for liquid chlorine each year.

The use of these individual chemicals in the water treatment process is as follows:

Ferric Sulfate – A compound used to increase the removal of suspended materials, such as small soil particles, that are suspended in the water. Basically, very small suspended particles clump together to settle quicker in the water treatment plant.

Carbon Dioxide – The compound that gives pop its fizz is the same material used to lower the pH in water after the removal of dissolved minerals through the use of lime (the water softening process). Lime greatly increases the pH of the water and that pH must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon Dioxide, which forms a weak acid, is bubbled into the water to accomplish this.

Sodium Hexametaphosphate – This phosphate compound is used to prevent scale from forming on the filters in the water treatment plant.

Liquid Chlorine – Chlorine is used as a disinfectant in water treatment plants. It is a strong oxidant so it helps with taste and odor as well. In the United States, a minimal amount of chlorine must be present in the pipes in all areas of the water distribution system to continue working as a disinfectant all the way to a customers' water service connection.

Anhydrous Ammonia – Ammonia is added to the water already containing chlorine to form a class of compounds known as chloramines. Chloramines act as disinfectants, just like chlorine, but are stable in the water delivered to customers for a longer period of time than just chlorine alone.

Hydrofluosilicic Acid – Commonly just referred to as fluoride, this chemical is added to the water to increase the amount of fluoride in drinking water to levels which are optimal for the

protection of adults, but to a greater extent, children's teeth from cavities. There is a modest amount of naturally occurring fluoride in the water taken from our reservoirs; the addition of hydrofluosilicic acid simply increases that to optimal levels. The addition of fluoride to optimal levels is the law in Illinois.

The responsive and qualified low bidders are as follows:

CHEMICAL	VENDOR	Unit of Measure	CURRENT YEAR	LAST YEAR	% Change
Ferric Sulfate	General Chemical	Ton	\$147.00	\$141.30	4.03%
Carbon Dioxide	PraxAir	Ton	\$47.50	\$48.90	-2.95%
Sodium Hexametaphosphate	Carus Phosphates	Ton	\$2,060.00 ♦	\$1,940.00	6.19%
Liquid Chlorine	Alexander Chemical, Inc.	Ton	\$500.00*	\$482.00	3.73%
Anhydrous Ammonia	National Ammonia	Ton	\$1,440.00	\$1,360.00	5.88%
Hydrofluosilicic Acid	LCI, Ltd.	Ton	\$550.00	\$648.00	-15.12%

* Three (3) year agreement.

♦ Single 20,000 lb. shipment price

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An Invitation to Bid was placed in the Pantagraph on August 24, 2011 and was available on the City's web site. Forty-five (45) bid packages were mailed to prospective bidders. Seventeen (17) bids were received. One (1) bid was disqualified and two (2) were no bids.

FINANCIAL IMPACT: Payment for the purchase of water treatment chemicals throughout the year will be made from the Water Department, O & M budget, Purification Division, Water Treatment Chemicals, Account #5010-50100-50130-71720. This account is budgeted at \$600,000 for FY 2011/12. In FY 2010/11 \$661,000 was expended on water treatment chemicals.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Craig M. Cummings
Director of Water

Timothy Ervin
Director of Finance

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the bids be awarded to the various vendors and the Purchasing Agent be authorized to issue a Purchase Orders for same.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Renewal of the 2010 Contract with Calgon Carbon Corporation, Pittsburg, PA for a Twenty-Four (24) Month Lease of Calgon Filtrasorb 300 Granular Activated Carbon (GAC)

RECOMMENDATION: That the contract renewal with Calgon Carbon Corporation for leasing Calgon Filtrasorb 300 GAC be approved in the amount of \$14,751 per month for twenty-four (24) months, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

BACKGROUND: The Water Department has utilized Calgon Carbon Corporation, Pittsburg, PA, for leasing of Calgon Filtrasorb 300 GAC since 1990 after extensive bench scale tests indicated that it was the best GAC for the City's source waters (water from the Lake Bloomington and Lake Evergreen reservoirs). Each source water is unique in the constituents found in the water. In addition, the treatment objectives of using a particular GAC determine the best one for the particular application. In the City's case, removal of taste and odor compounds is the highest priority followed by organic compound removal. Calgon Filtrasorb 300 GAC has demonstrated that it is the best taste and odor adsorbing carbon for the City's source waters. Prior to 1990, the City water supply was plagued by annual taste and odor occurrences of varying intensity. Since 1990, the vast majority of the time the City's water supply is free from objectionable tastes and odors for the majority of customers.

GAC acts like a sponge adsorbing organic compounds from the water. Once it is saturated, it must be replaced. Since this is a process, that in the City's experience takes several years, GAC is replaced annually in approximately one third (1/3) of the total filters. 5,532 cubic feet of GAC will be replaced each year, the amount required to fill three (3) of the filters in the newer portion and four (4) of the filters in the older portion of the plant.

The 5,532 cubic feet of GAC that is removed each year is regenerated offsite. The regenerated carbon offers the City substantial savings over leasing virgin material.

Staff requests to modify the existing contract to allow for an increase in the make up rate to twenty-five percent (25%). Make up is needed for two (2) reasons. First is operational losses over time and the second is due to handling and reactivation losses. In the first year of this contract using regenerated GAC, the loss was slightly higher than anticipated when the contract

was first executed. Each time a filter is backwashed (about every 2 - 3 days) there is a small loss. It fragments over time and becomes smaller than the optimum size which leads to loss when the filter is backwashed. Also during the backwash procedure, water is introduced at a high rate to scour the filter clean. Occasionally, there are large air bubbles in the backwash sequence, particularly at the beginning of the procedure, which can cause small loss. Although the losses are small per filter backwash, the sheer number of backwashes throughout the year adds to the overall loss of material. When the GAC is removed, regenerated, and replaced about every three (3) years this lost material must be made up with new material.

The amended contract cost is \$14,751 per month for twenty-four (24) months. Calgon will continue to remove and replace the material as part of the contract. The 2010 cost was \$13,982 per month. The increased cost is due to the increase in the make up rate to twenty-five percent (25%), resulting in an increase in costs of \$769 per month or \$9,228 per year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The GAC lease expense is shown in account #5010-50130-70425 and is budgeted at \$130,000 in the FY 2011/12 budget. Payment for the lease will be made from funds in the Water Department, Purification Division, Operations, and Maintenance accounts, Lease Payments account (account number 5010-50130-70425).

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Craig M. Cummings
Director of Water

Timothy Ervin
Finance Director

David A. Hales
City Manager

RESOLUTION NO. 2011 - 43

A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH CALGON CARBON CORPORATION FOR TWENTY-FOUR (24) MONTHS FOR LEASING CALGON FILTRASORB 300 GRANULAR ACTIVATED CARBON (GAC) FOR USE AT THE WATER TREATMENT FACILITY AT A COST OF \$14,751 PER MONTH

WHEREAS, the City of Bloomington has previously entered into a contract with Calgon Carbon Corporation for Calgon Filtrasorb 300 Granular Activated Carbon (GAC) for use at the Water Treatment Facility; and

WHEREAS, for the reasons set forth in a staff report dated September 26, 2011 it was necessary to modify the existing contract to allow for an increase in the make up rate to twenty-five percent (25%) ; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 26, 2011 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order to the Contract with Calgon Carbon Corporation for a Twenty-four (24) Month Lease of Calgon Filtrasorb 300 Granular Activated Carbon for use at the Water Treatment Facility, at a cost in the amount of \$14,751 per month be approved.

ADOPTED this 26th day of September, 2011.

APPROVED this 27th day of September, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**CALGON CARBON CORPORATION
POTABLE WATER SERVICE (PWS) AGREEMENT
WITH THE CITY OF BLOOMINGTON, IL**

2011 AMENDMENT - Addition of Custom React Option

Contents

Agreement - Revised
Exhibit I: Responsibilities of Calgon Carbon - Revised
Exhibit II: Responsibilities of Customer - Revised
Exhibit III: Carbon Filter Schedule - Revised
Exhibit IV: Criteria for Return for Reactivation of Spent Carbon
Exhibit VI: Adsorbate Profile Document Addendum Reactivated
Media - Added

POTABLE WATER SERVICE AGREEMENT 2011 AMENDMENT

THIS AMENDMENT made and agreed upon as of the 24th day of August 2011, by and between Calgon Carbon Corporation (Calgon Carbon) and the City of Bloomington, IL. Calgon Carbon hereby agrees to provide our Municipal Custom Reactivation to the City of Bloomington, IL water treatment facility for use in its Eighteen (18) gravity water treatment filtration units. Each year of this contract, Calgon will supply the GAC for four (4) of the older filter units and three (3) of the new filter units. The old filter units each contain 690 cubic feet of GAC, while the new filter units contain 924 cubic feet. Each year a total of 5,532 cubic feet will be supplied on a backwashed and drained density basis. The purpose of the GAC is to control undesirable taste and odors, pesticides, and to assist in removal of turbidity from the city water supply on the following terms and conditions:

A. PAYMENTS

The City of Bloomington, IL will pay Calgon Carbon fees based on which option they choose. Monthly fees are as follows:

Supply and Installation of 5,532 cu. Ft. of Municipal Custom React: \$14,751.00 per month for 12 consecutive months, commencing the month the first delivery takes place. This monthly fee includes a 25% total make-up rate. Make-up is needed for two reasons, first is operational loses over time in the filters and two is due to handling and reactivation loses. Should the two make-up requirements be higher than 25%, we will supply more virgin Filtrasorb 300 to make up the difference. The price for additional supplies of Filtrasorb 300 is outlined in Exhibit I Section 6. The cost of the additional material will be spread out over 12 months and added to the MCR monthly fee.

B. DURATION OF AGREEMENT

1. This agreement will be in effect for 24 months from the date hereof. After 24 consecutive months, the City of Bloomington, IL has the option to extend the use of the GAC under an Extended Use Option. The Extended Use Option will be 50% of the base fee described in Section

A. Payments. If different GAC options were utilized during the term, then the average of the Regular Payments over the 24 month term will be the basis for the Extended Use Rate. Warranties will not apply to Extended Use.

C. PRIOR AGREEMENTS

1. This Agreement supersedes any prior agreement and all amendments thereto, either written or oral, between the City of Bloomington, IL and Calgon Carbon. Payments under prior agreements shall be terminated upon execution of this Agreement by both parties. The entire agreement is contained herein, and there are no promises or representations affecting this Agreement, and any terms and conditions appearing in any purchase order, or similar documents issued or accepted in connection with the services unless here stated and to be rendered hereunder shall be null and void.

The parties have mutually agreed to these terms and conditions as of the date designated above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date written below:

CITY OF BLOOMINGTON, IL

CALGON CARBON CORPORATION

Stephen F. Stockton
Mayor

Signature

September 27, 2011

Name

Title

Date

EXHIBIT I

RESPONSIBILITIES OF CALGON CARBON

1. Calgon Carbon will supply Supervision and Labor to perform Removal, Custom Reactivation and Installation of the GAC in each of the Eighteen (18) gravity water filters at the City of Bloomington, IL Water Filtration Plant. The 12 older filters will contain 690 cubic feet each, while the 6 newer filters will contain 924 cubic feet each of Custom Reactivated GAC. The old filters measure 435 ft² with 19" of GAC. The new filters measure 462 ft² with 24" of GAC. Under the terms of this agreement, 5,532 cubic feet of Custom Reactivated material will be Custom Reactivated each year on a backwashed and drained density basis. Calgon Carbon includes a 25% make-up of virgin Filtrasorb 300. Refer to Exhibit III – Carbon Filter Schedule, for specific information.
2. GAC Removal or Delivery will begin the week of September 12th, 2011.
3. Calgon Carbon will retain ownership of the activated carbon and will return the spent carbon to one of our reactivation facilities. Calgon Carbon will assure the City of Bloomington, IL that the spent carbon will be reactivated or disposed of in a safe and responsible manner. Reactivation will be performed if the carbon meets Calgon Carbon's spent activated carbon acceptance criteria listed in Exhibit IV. Calgon Carbon will notify the City of Bloomington, IL in writing of the final disposition of the spent carbon referenced herein. Custom Reactivation of the GAC does require additional paperwork and water quality testing will need to be submitted (Exhibit VI).
6. Additional GAC Requirements:

Price for Additional Filtrasorb 300: \$41.83/cubic foot.

This price is firm for the first year of the agreement and will then be adjusted as indicated in the Fee Adjustment section of this agreement.

Reasons for Additional GAC:

Backwash loses

Chemical spill or contamination

Excessive lose due to attrition of GAC

Additional make-up for Custom Reactivation in excess of 15%

EXHIBIT II

RESPONSIBILITIES OF THE CITY OF BLOOMINGTON, IL

1. Calgon Corporation Field Service will execute the removal and installation of all Custom Reactivated GAC.
2. The City of Bloomington, IL will provide the necessary water, electricity, and suitable drainage to accomplish the transfer of the virgin and spent Filtrasorb 300 activated carbon or Custom Reactivated carbon.

The City of Bloomington, IL will confirm the volume of GAC in each filter in the following manner:

City will measure and mark the top of the filter bed prior to removing any GAC. After the removal of the GAC, the City will then mark and measure from the top of the support media to the initial line. With these measurements, as well as the dimensions of the filter, the City will be able to calculate the volume of GAC being returned.

8. The City of Bloomington, IL must submit an amendment to the Adsorbate Profile Document prior to each year's Custom Reactivation cycle. This form is attached as Exhibit VI. Additional water quality testing must be submitted along with this documentation.

EXHIBIT III

CARBON DELIVERY SCHEDULE

Year	Month	Volume Delivered (cubic ft.)
2010	October	5,532
2011	October	5,532
2012	October	5,532

EXHIBIT IV

CRITERIA FOR RETURN FOR REACTIVATION OF NON-RCRA SPENT GRANULAR ACTIVATED CARBON (GAC)

The following ACCEPTANCE CRITERIA must be met for return for reactivation:

Characteristic/Property	Limits of Acceptability
Size	Greater than or equal to 12 x 40 mesh
pH Range	Greater than 2.0 and less than 12.5
Ignitable (per RTM-10)	Not Acceptable
Dioxins (by testing, court decree	Not Acceptable or definition)
Polychlorinated Biphenyls (PCBs)	Not Acceptable
1, 2-Dibromo-3-chloropropane (DBCP)	Not Acceptable
Radioactivity	Not to exceed Background Level
Sodium	Maximum of 0.1 wt. %
Halogenated/Aromatic Volatiles (SW 846 - Methods 8010/8020)	Maximum of 2000 ug/g (Blue Lake plant only)

Note 1: Spent Granular Activated Carbon to be returned for reactivation shall be free of any foreign debris (rock, wood, metal, etc.) or extraneous impurities, free of oil and grease, easily wetted by water, and free flowing.

Note 2: Acceptance for reactivation of spent carbon which has not been supplied by Calgon Carbon Corporation must be investigated on a case-by-case basis.

EXHIBIT VI

ADSORBATE PROFILE DOCUMENT ADDENDUM REACTIVATED MEDIA

Initial Qualification and Requalification of Spent Media

This form must be attached to the ADSORBATE PROFILE DOCUMENT form number APD 03/01/07.

Date: _____ Carbon Acceptance No.: _____

Facility Name: _____

Source water analysis attached (analysis representing substances the carbons media will be exposed to): Y / N

If source water analysis is not available, a sample must be submitted. Please contact whenderson@calgoncarbon-us.com to determine if a raw water or treated water (pre carbon) should be collected and for ship to information.

Was the carbon media material being returned NSF ANSI 61 listed? Y / N

Supplier: Product Trade Name: Mesh Size:

_____/_____/_____

Has the carbon media material previously been reactivated? Y / N

Is the carbon media being returned from a public water system? (publicly or privately owned) as defined by USEPA regulations (40CFR 141.2), or equivalent regulations in Canada and other countries where applicable? Y / N

Has the carbon media been used ONLY for drinking water? Y / N

Has the carbon media been exposed to any unusual water conditions or contamination spills? Y / N

FACILITY NAME: _____

I, the Generator and/or Authorized Agent, certify this Adsorbate Profile Document Addendum Reactivated Media and all the attachments, contain true and accurate descriptions of the spent activated carbon media and all of the relevant information within the possession of the Generator regarding known or suspected hazards pertaining to the spent carbon has been disclosed to Calgon Carbon Corporations. I, the Generator and/or Authorized Agent, acknowledge that Calgon Carbon Corporation must rely on the Generator certification of all chemical and physical characteristics of hazardous substances managed or processed by Calgon Carbon Corporation.

I acknowledge that any changes in character or loading, which deviate from this profile warrant completion of a new Adsorbate Profile Document Addendum Reactivated Media. Calgon Carbon Corporation reserves the right to rescind any spent carbon returns, which differs from the approved profile.

Name _____

Title _____

Signature _____

Date _____

Calgon Carbon Corporation, as a consideration of the customer's release of the above information and any Calgon subsequent data provided, agrees to treat such information as confidential property and will not disclose such information to others except as required by law and facility operating permits.

Name _____

Title _____
 Signature _____
 Date _____

Alderman Fruin questioned how water chemicals were budgeted by the Water Department staff.

Motion by Alderman Anderson, seconded by Alderman Purcell the contract renewal with Calgon Carbon Corporation for leasing Calgon Filtrasorb 300 GAC be approved in the amount of \$14,751 per month for twenty-four (24) months, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to Purchase of Replacement Tactical Vests for Police SWAT Team

RECOMMENDATION: That an additional \$1,695 be approved for the purchase of fifteen (15) tactical vests for a total of \$34,845, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: On July 11, 2011, Council approved the purchase of fifteen (15) tactical vests for the Police SWAT Team from Diamond Back Tactical LLLP in the amount of \$33,150. Diamond Back Tactical's quotation was dated May 15, 2011. Staff made an error by not making note that the company's quotation had disclaimer language which stated that the quotation was valid for thirty (30) days and subject to change beyond this date.

Staff has been informed that Diamond Back Tactical has had a price increase in the interim. A new quotation has been obtained. It is dated September 15, 2011 with pricing be held for thirty (30) days. The cost for this purchase now totals \$34,845 or an increase of \$1,695.

This current price is still well below current pricing for other like tactical vests due to increases in material costs over the past nine (9) months. While this increase is unfortunate, staff acknowledges the error and should have requested an up to date quotation before bringing this item before Council in July 2011.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Diamond Back Tactical, LLLP.

FINANCIAL IMPACT: Funds for this purchase are available in G15110-62191 Police Protective wear.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Randall D. McKinley
Police Chief

Timothy Ervin
Director of Finance

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that additional \$1,695 be approved for the purchase of fifteen (15) tactical vests for a total of \$34,845, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Approval of Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio LLC

RECOMMENDATION: That the Agreement be approved and the Mayor and City Clerk be authorized execute the necessary documents.

BACKGROUND: Cable television companies enter into agreements with municipalities which permit the cable companies to use rights of way for their cables in return for payments for that privilege. Although they are referred to as “franchise” agreements, the term is somewhat misleading because the cable company does not receive a promise that they will be the only cable company permitted to operate within that municipality. Any company which desires to “overbuild” (that is, to install their own equipment in the right of way) would be entitled to operate provided that it enters into a similar agreement. In this regard, a “cable franchise” agreement is more comparable to a rental agreement for the use of municipal right of way.

As the cable television industry has grown and consolidated over the last fifty (50) years, both the federal and Illinois governments have placed restrictions on the ability of municipalities to regulate cable companies. The Telecommunications Act of 1996 (Title 47 United States Code Sections 521 *et seq.*) eliminated the ability of municipalities to regulate rates which may be charged for any tier of service above the “basic tier”. Even the rates charged for the basic tier of service may be regulated only if there is a lack of competition in the municipality (meaning that the cable company controls at least 85% of the market) and if the cable company’s rates for basic tier service exceed the federal “benchmark” rate for that level of service (since the passage of the 1996 law, Comcast’s basic tier rate has not exceeded the federal benchmark).

Finally, federal law does not permit a municipality to require a cable company to pay more than five percent (5%) of gross revenues received from customers in the municipality for the permission to use the City right of way. The proposed agreement requires Comcast to pay five percent (5%) of gross revenues in return for the franchise.

In 2007 and 2008, the Illinois General Assembly passed legislation which permits cable companies to bypass municipalities entirely and to obtain a franchise agreement from the Illinois Commerce Commission (these laws are found in articles 21 and 22 of 220 ILCS 5, Public Utilities Act). The purpose of the state legislation was to encourage competition by permitting cable companies to go to one place for franchise agreements rather than having to go to dozens or hundreds of municipalities.

Comcast representatives have informed City staff that it still prefers to enter into local franchise agreements if possible. Over the past several months, staff members have met with representatives of Comcast to negotiate an agreement. The agreement is a standard agreement which Comcast has entered into with other municipalities in Central Illinois.

The Town of Normal has a slightly different agreement because it entered into an agreement with Comcast’s predecessor, Insight Communications, in 2003. The only appreciable difference is that the agreement with Normal requires Comcast to have a studio available on Division Street. However, the studio is empty and has not been used for several years.

The agreement requires Comcast to broadcast, without charge, programs made available to it by the City as well as educational institutions and City residents or organizations. It does not require Comcast to produce such programs for free. When no programming has been offered by the City, an educational institution or a City resident or organization, Comcast is permitted to broadcast other content on the channel.

The agreement provides that Comcast will provide complimentary basic cable service and a free standard installation at one outlet to municipal buildings within 125 feet of Comcast’s distribution cable; similar provisions apply to state accredited K - 12 public and private schools, excluding home schools. The agreement also requires Comcast to provide and maintain an “Emergency Alert System” consistent with state and federal standards.

The term of the agreement is for seven (7) years, which will coincide with the expiration of the franchise agreement with the Town of Normal.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal, and the cities of Champaign and Urbana.

FINANCIAL IMPACT: Comcast will pay a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the cable system to provide cable service in the franchise area. In FY 2011, the City collected a franchise fee of \$936,085.75. These funds were used to support operations within the General Fund.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

Timothy Ervin
Director of Finance

David A. Hales
City Manager

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN THE CITY OF BLOOMINGTON
AND COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

This Draft Renewal Franchise Agreement is being submitted for discussion purposes under the informal process pursuant to 47 USC 546 (h).

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Bloomington, Illinois (hereinafter, the “City”) and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, “Grantee”) this ___ day of _____, _____ (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

“Cable Act” or “Act” means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Service” or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee’s facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in

accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not "home schools," community colleges, and universities, as well as the City.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and

maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

"City" means the City of Bloomington, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be seven (7) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee – regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.3. Pursuant and in addition to Title/Chapter 38 of the City of Bloomington Municipal Code, during the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the City, provided that Grantee shall have timely made all payments to the City pursuant to Section 5.1 of this Franchise Agreement.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title/Chapter 38, entitled "Streets, Sidewalks And Other Public Ways," of the City of Bloomington Municipal Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Improvements of Public Way. The Grantee agrees that it shall, upon reasonable notice by the City and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, facilities, or equipment when required to do so by the City because of public health, safety and welfare improvements as deemed necessary by the City. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other users of the Public Way.

3.4. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee

shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.5. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.3. New/Planned Developments. The City shall provide the Grantee with written notice of the issuance of building permits within the Franchise Area for projects requiring undergrounding of cable facilities. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's rights-of-way. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches. The City shall also provide the Grantee with summaries of all planned developments in the City at the same time as provided to all utilities or other like occupants of the City's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.4. Annexations. The City shall notify the Grantee of all annexations by the City; and of any and all planned developments in areas expected to be annexed at the same time the City

informs utilities or other like occupants of the City's rights-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of actual and planned annexations, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise. The parties agree that Grantee's Franchise and Franchise Fee obligations with respect to annexations are as set forth in the Counties Code – 55 ILCS 5/5-1095(a) – as amended from time to time; and that the period for which franchise fees shall continue to be paid to the county shall commence on the later of the date on which the Grantee was informed of the annexation or the actual date on which the annexation occurred. The City shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. Service to School Buildings. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to State accredited K-12 public and private schools not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.5.2. Service to Governmental Facilities. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to municipal buildings located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the City for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the City would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the City may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the City up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the City conducts a public hearing on the proposed amendment; (iii) the City approves the amendment by ordinance; and (iv) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the City pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the City, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the City approves the amendment by ordinance; and (d) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2 Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance

with generally applicable auditing standards. The City and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 65 ILCS 5/11-42-11.05.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under the State of Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils,

elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and one million dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within ten (10) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the City, its officers, employees and agents.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity_The Grantee shall provide capacity for the City's Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City utilizes two Channels which are time shared with the Town of Normal. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel(s) may be carried on the Grantee's basic digital service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over channel(s) by designating it for PEG use. However, the PEG channel(s) are, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel(s) among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the PEG Channel(s) except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from Schools and/or City facilities; or at such time that the City determines that it wants to change or upgrade a location from which PEG access programming is originated; the City will give the Grantee written notice detailing the point of origination and the

capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical"

breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

a. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

b. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:
City of Bloomington
109 E. Olive Street
Bloomington, IL. 61701

ATTN: Mayor

With a copy to:

To the Grantee:
Comcast
3517 N. Dries Lane
Peoria, Illinois 61604

ATTN: Manager of Government Affairs

Comcast
1500 McConnor Pkwy
Schaumburg, IL 60173
ATTN: VP, Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Bloomington:

By: Stephen F. Stockton

Title: Mayor

Date: September 27, 2011

For Comcast:

By: _____

Title: _____

Date: _____

Motion by Alderman Purcell, seconded by Alderman Schmidt to suspend the rules to allow someone to speak.

Motion carried.

Art Svymberski, Comcast Government Affairs, addressed the Council. He stated that this agreement mirrored the Town of Normal.

Alderman Purcell cited the contract terms, seven (7) years. He noted citizen complaints regarding Comcast. A key issue was customer service. Mr. Svymerski informed the Council that he was the City's representative. He offered to provide contact information after the meeting. He assured the Council that citizens' complaints would be addressed.

Motion by Alderman Anderson, seconded by Alderman Schmidt to return to order.

Motion carried.

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Fiscal Year 2012 Enterprise Resource Planning (ERP) Project Funding

RECOMMENDATION: That FY 2012 ERP related funds totaling \$820,078 for continuation of the Enterprise Resource Planning (ERP) implementation project be approved.

BACKGROUND: On October 25, 2010, Council approved the Citywide ERP project. The project has an overall budget of \$2,190,002 and is planned to be financed over four (4) fiscal years (FY 2011-2014). Council's action on October 25, 2010 approved \$621,856, of the overall budget, for FY 2011. The continuation of the ERP project now requires funds budgeted within the FY 2012 budget.

In FY 2011, there were not adequate funds available to encumber the entire cost for the ERP project, (\$2,190,002). Council took action to approved \$621,856 as the first phase of a four (4) phase project which would involve numerous fiscal years. This contract also contains language that allows the project to be suspended and/or terminated if the City lacks the funds needed at any given fiscal year. The Council will need to authorize the continuation of this project each fiscal year as staff can only encumber the funds budgeted per fiscal year.

The ERP project is currently on schedule and within budget. Phase I applications will be put into production (or go live date) on November 1, 2011. Applications included in Phase I are Core Financials which contains general ledger, accounts payable, accounts receivable, bid management, contract management, general billing, treasury management, requisitions, purchase orders, budgeting, project and grant accounting, and a number of common applications that will support the entire suite of ERP applications. Phase II planning and implementation (which includes Human Resources, Payroll and Time Keeping) is now running concurrently with Phase I and is scheduled for go live on April 1, 2012.

Staff members from all City departments have been involved in ERP implementation to date. The Finance and Human Resources Departments have been heavily involved as Phase I and II focus on applications that fall primarily within the scope of their responsibilities. ERP system design, implementation, testing and training has required many dedicated hours (often outside normal business) from multiple staff departments.

In future budget years, staff will request funding from Council for Phases III and IV of the project. Current estimates for FY 2013 and FY 2014 are \$809,954 and \$268,491. All four (4) fiscal year totals include the ERP project implementation costs *and* software maintenance costs for each year. These maintenance costs, however, are budgeted within the Information Services Repair/Maintenance Office and Computer Equipment account code. Separating implementation and maintenance costs result in the following breakdown over FY 2011 through FY 2014:

- ERP Project Implementation Costs \$2,190,002
- ERP Software Maintenance Costs \$ 330,377

Staff has included the original ERP project budget. The go live dates on this document are not correct. The original dates were set with an October 2010 start date in mind. Actual project start date was December 2010, resulting in the need to adjust these go live dates.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Staff is requesting Council approval for FY 2012 ERP related funds totaling \$820,078 which will allow work to continue on Phase II and work to begin on Phase III.

Funds for the ERP project have been budgeted within the FY 2012, Information Services Capital Outlay Office and Computer Equipment (G11610-72120) and Information Services Repair/Maintenance Office and Computer Equipment (G11610-70530) accounts.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Scott A. Sprouls
Director of Information Services

Timothy Ervin
Director of Finance

Reviewed By:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that FY 2012 ERP related funds totaling \$820,078 for continuation of the Enterprise Resource Planning (ERP) implementation project be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contract with Client First Consulting Group (CFCG) to Provide Project Management Oversight for the Empower Software Time Keeping Implementation Project

RECOMMENDATION: That the contract with CFCG to provide project management oversight for the Empower implementation in the amount of \$29,635 be approved, the Mayor, and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

BACKGROUND: On October 25, 2010, Council approved the Enterprise Resource Planning (ERP) implementation project. During this meeting, staff noted there also was a time keeping component to the overall ERP project. Staff returned to Council with a vendor recommendation

for the time keeping solution. On April 11, 2011, Council approved staff's recommendation to retain Empower Software Solutions for a time keeping system.

At the time staff brought the Empower Software Solutions recommendation before Council, was unknown when, and how much, third party project management oversight would be required for the Empower implementation. Since then, staff has been working with Tyler Technologies (Munis), Empower and CFCG to determine the project management oversight needs. CFCG is the consultant that is currently providing project management oversight for the Munis software implementation. Staff requested that they provide a proposal for additional services related to the Empower implementation and its integration with Munis. Staff believes CFCG is uniquely positioned to provide these services as they are already intimately aware of the project from both a Munis *and* Empower perspective.

CFCG has provided a proposal to provide project management oversight for the Empower implementation in the amount of \$29,635. Due to the original projected yearly budget amounts, some cost savings realized when originally selecting Empower and the timing of the Empower implementation, purchasing these services will not affect the original budget costs or timeline. Both the original FY 2012 budget (\$766,122) and the overall project budget (\$2,190,002) will remain the same. The CFCG proposal for Empower Software project management oversight includes the detail of the services to be provided.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds for this professional services work have been budgeted within the FY 2012 Information Services Capital Outlay Office and Computer Equipment (G11610-72120) account.

Respectfully submitted for Council consideration.

Prepared by:

Scott A. Sprouls
Information Services Director

Reviewed By:

Barbara J. Adkins
Deputy City Manager

Financial review by:

Timothy Ervin
Finance Director

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2011 - 44**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CFCG TO
PROVIDE PROJECT MANAGEMENT OVERSIGHT FOR THE EMPOWER
SOFTWARE TIME KEEPING IMPLEMENTATION PROJECT IN THE AMOUNT OF
\$29,635**

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

1. That the bidding process be waived and a Professional Services Contract with CFCG to Provide Project Management Oversight for the Empower Software Time Keeping Implementation Project in the amount of \$29,635 be approved.

ADOPTED this 26th day of September, 2011.

APPROVED this 27th day of September, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(PROPOSAL ON FILE IN CLERK'S OFFICE)

Motion by Alderman Anderson, seconded by Alderman Purcell that the contract with CFCG to provide project management oversight for the Empower implementation in the amount of \$29,635 be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with Midwest Fiber to Provide Single Stream Processing Service

RECOMMENDATION: That the agreement with Midwest Fiber for single stream processing be approved until May 1, 2012 and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: On May 10, 2010, Council approved converting to a single stream recycling collection program and an agreement with Henson Disposal, Inc. to provide transfer and processing services for the City's single stream recycling material. The City used an extensive Request for Proposal (RFP) process to determine viable vendors for the single stream processing. Only two (2) vendors responded to this process: Henson Disposal and Midwest Fiber. Henson Disposal proposed to transfer the material to Resource Management in Chicago Ridge, Il. while Midwest Fiber was constructing a material recovery facility (MRF) in the short term for single stream processing locally within the community. The City contracted with Resource Recycling Systems (RRS) to evaluate the two (2) proposals. At the time of the proposal, Midwest Fiber did not have their single stream MRF built and operating. Their proposal reflected a lower risk alternative for the City but one that did not offer much financial incentive. Based on the proposal, RRS recommended that the City enter a contract with Henson Disposal until May 1, 2012.

On August 8, 2011, the Public Works Department received notice from Tom Kirk, Henson Disposal which stated that he would no longer be able to provide transfer and processing services. Since this was a contractual issue, the City entered into negotiations on the impact to City operations.

Henson Disposal received an Illinois Environmental Protection Agency (IEPA) permit to provide recycling services for construction and demolition (CND) material. According to Henson Disposal, this permit and the expansion of CND recycling services at the Bunn St. location has necessitated the need to terminate the single stream transfer station contract with the City. The IEPA prohibits the storage and placement of both single stream material and construction/demolition material in the same building. Henson Disposal currently has only one (1) building available for both of these operations.

The City has investigated other alternatives for a transfer station to maintain coordination with Resource Management but has been unable to find a viable transfer station. Resource Management also made efforts to find a local transfer station for the single stream recycling material.

Since May 2010, Midwest Fiber has completed the \$8 million single stream MRF on White Oak Road in Normal, Illinois. The facility expansion has increased the local workforce by twenty-six (26) employees.

The facility accepts single stream material in Central Illinois and has made a proposal to the City to maintain the current rates received for single stream material until the end of the current contract. Staff has included a document showing a comparison of what revenues the City would have received over the past year if the single stream contract was with Midwest Fiber. This evaluation was conducted to ensure that there would be no major loss of revenue to the City for converting the contract to Midwest Fiber. It is important to stress that both the previous contract with Henson Disposal and proposed contract with Midwest Fiber utilize a variable market rate based upon the Official Board Market (OBM) which is the industry standard for the recycling market. There is not a guaranteed floor or maximum market price using this system.

Up until May 10, 2010 the City was annually paying an estimated \$60,000 to the Town of Normal for the transfer station contract. Between August 1, 2010 and July 31, 2011, the City has generated \$113,663.13 in revenue from the single stream material. It is anticipated that the volume of recycling material will increase with the conversion to a carted single stream automated curbside collection program in May 2012. This conversion timeline is approximate at this point dependent upon truck and cart delivery.

Every ton that the City takes to the landfill costs \$41.49 per ton under the current contract with Allied Waste. This cost goes up on an annual basis. The City has been receiving revenues ranging from \$4.50 to \$58.84 per ton for single stream recycling material over the last year. The single stream recycling conversion from the previous dual stream system has been a positive improvement for the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Henson Disposal Inc., Midwest Fiber, and Resource Management.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Jim Karch, P.E., CFM
Director of Public Works

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporate Counsel

Recommended by:

David A. Hales
City Manager

RECYCLABLE MATERIAL SUPPLY AGREEMENT

This Agreement is dated October 1st and is between:

City of Bloomington
109 E. Olive St.
Bloomington, Il 61701

Tel: 309-434-2225

and

Midwest Fiber, Inc., an Illinois corporation ("Midwest")
422 White Oak Road
Normal IL 61761

Tel: 309-452-0064

The parties agree as follows:

1. Definitions:

- (a) "Material" means all single stream recyclable material that meets the quality requirements of Section 6.
- (b) "Residuals" means non-recyclable items mistakenly believed to be recyclable by consumers and placed into collected recycling bins, where such items do not pose any adverse effect to human health or the environment.
- (c) "Non-Acceptable Materials" means any municipal putrescible waste, yard waste, hazardous waste, medical waste, electronic waste or any other hazardous materials or substances.
- (d) "Term" means the period that this Agreement is in effect.
- (e) "Supplier" means City of Bloomington.
- (f) "Holidays" means Christmas Day.

2. Supply of Material. During the Term, Supplier shall sell and deliver to Midwest and Midwest shall accept and purchase from Supplier the Material generated by Supplier. Supplier makes no guarantee to Midwest that a certain volume of the Material shall be sold and delivered to Midwest by Supplier during the term of this Agreement.

3. Price. The price for the Material shall be as stated in Exhibit A. Applicable weights shall be determined by Midwest based on receiving weight receipts, subject to adjustment under Section 6 for nonconforming Material.

4. Delivery. Supplier shall deliver the Material to Midwest's location at 422 White Oak Rd, Normal, IL. Title to the Material shall pass to Midwest upon acceptance by Midwest, subject to Midwest's right of rejection under Section 6. Supplier's vehicles shall be unloaded expeditiously by Midwest. For weeks with Holidays, Midwest shall coordinate with Supplier additional offloading hours at its Normal, Illinois, location. The additional hours may be extended operating hours or Saturday hours. The recycle center shall be open from 6:30am to 3:00pm for the receipt of the City's acceptable recycling material (with the exception of Christmas Day).

5. Payment. For Material delivered during a calendar month, Midwest shall pay Supplier, or Supplier shall pay Midwest, as the case may be, the price due under Section 3, thirty (30) days from date of invoice submission by Supplier to Midwest of weight ticket copies. Interest will be charged on all amounts not paid when due at a rate of two percent (2%) per month.

6. Quality.

- (a) Commingled/Single Stream Material: Supplier agrees to use reasonable efforts to collect, receive and deliver Single Stream Material and to prevent the collection and delivery of excess Residuals and Non-Acceptable Materials. Residuals and Non-Acceptable Materials shall not exceed 9% by weight of delivered Material.
- (b) Midwest has no obligation to accept or purchase Material that does not meet the standards of this Section 6. Supplier shall remain fully responsible for the proper handling and disposal of any Non-Acceptable Materials and shall indemnify Midwest against all costs, and expenses (except for fines) relating to the proper handling and disposal of any Non-Acceptable Materials. All quality issues shall be handled in accordance with general industry procedures. If Midwest's inspection of Material, either at time of delivery or prior to processing, discloses any nonconformity with this Section 6, the Material may be rejected by weight adjustment or by the entire shipment at Midwest's election, or downgraded in value accordingly by Midwest. If Midwest discovers any nonconformity with this Section 6, it shall immediately notify Supplier via telephone or email of such nonconformity by calling or emailing the Director of Public Works. In addition, Midwest shall document any such nonconformity, for example by taking photographs of such Non-Acceptable Material.

7. Term. This Agreement is for an initial term beginning October 1, 2011, and ending May 1, 2012. The contract can be extended after May 1, 2012, for a one year period at the mutual consent of both parties. During an extended term of this Agreement, all of the terms and conditions of this Agreement, shall remain the same and continue in full force and effect.

8. Confidentiality. Confidential information disclosed by a party to the other party, including volumes and pricing of the Material purchased by Midwest under this Agreement, shall be held in strict confidence and not communicated to any third person except as provided by law.

9. Indemnification for Third Party Claims. Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party and its parent company, affiliates, subsidiaries, agents, employees, officers, directors, successors, and assigns (the "Indemnified Party") from and against any and all claims, demands, judgments, assessments, damages, fines, penalties, costs, expenses, liabilities, or losses, including but not limited to sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred or suffered by or claimed against the Indemnified Party by reason of a third party claim for personal injury or property damage alleged to have been caused by the Indemnifying Party's negligence or willful misconduct in its performance of this Agreement or in the operation of its business, except to the extent that such personal injury or property damage is caused by negligence or willful misconduct of the Indemnified Party. This provision shall survive any termination of this Agreement.

10. Default. A party shall be in default under this Agreement if it: (a) fails to cure a monetary breach within fifteen (15) calendar days after written notice of default; or (b) fails to cure a non-monetary breach within thirty (30) calendar days after written notice of default. In the event of default, the non-defaulting party, in addition to any other remedies, may terminate this Agreement without further notice or liability, except that any such termination shall not affect rights or obligations accrued or owed prior to effective date of termination.

11. Limitation of Liability. Midwest and Supplier waive all claims against each other (and against each other's parent company, affiliates and subsidiaries and their respective members shareholders, officers, directors agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital) arising out of this Agreement ; and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, strict liability or any other legal theory.

12. Notices. Any notice required by the terms of this Agreement, other than a notice of nonconformity under Section 6, shall be given in writing, whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand, and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Midwest:

Midwest Fiber, Inc.
422 White Oak Road
Normal, Illinois 61761

Attention: Ron Shumaker or Todd Shumaker

Supplier:

City of Bloomington
109 E. Olive St
Bloomington, Il 61701

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

13. Excused Non-Performance. Neither party shall be liable to the other for failure to carry out this Agreement in whole or in part when such failure is due to strikes, lockouts, other labor problems, fires, floods, earthquakes, severe weather conditions, other Acts of God, freight embargoes, transportation delays, governmental or administrative prohibitions, riots, acts of public enemies, terrorism, or other causes beyond the control of the parties.

14. Compliance with Law. Each party shall comply and cause each of its employees, agents, and subcontractors to comply with all applicable laws pertaining to its performance of this Agreement.

15. Authority. Each party, and each individual signing on behalf of each party, represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

16. Restrictive Covenants.

- (a) During the term of this Agreement, Midwest and Supplier shall not, either directly or indirectly, induce or attempt to induce any employees of the other to leave the employment of the other; and

17. Modification. This Agreement may not be amended or modified except in writing signed by the parties.

18. Waiver. Any failure by a party to enforce any right or remedy on default by the other party shall not impair the ability to enforce such right or remedy as to subsequent defaults or be construed as a waiver. Either party's consent to or approval of any act by the other shall not be deemed to waive or render unnecessary the requirement of consent or approval of any subsequent act by either party.

19. Midwest Warranties. Midwest warrants to Supplier that:

- (a) The transfer and processing of the Material will be performed in full compliance with all Federal, State and local laws, rules, regulations and ordinances.

- (b) Midwest has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) The Processing/Receiving/Transfer Locations have been issued all governmental permits, licenses, authorizations and approvals required for the transfer and processing of the Material. Upon request, Midwest will furnish to Supplier copies of permits, licenses, authorizations and approvals in effect relating to the transfer and processing of the Material. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any obligation under this Agreement, Midwest shall promptly notify Supplier.
- (d) Midwest has not received any notice, complaint, or administrative citation (“Notice”) alleging that Midwest or the Processing and/or Receiving/ Transfer Locations are in material noncompliance with any applicable Federal, State or local environmental laws, regulations or ordinances, including, but not limited to any notice alleging that there has been a release or threatened release of hazardous substances (as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§6901 *et seq.*) at the Processing and/or Receiving/Transfer Locations. If Midwest receives such Notice during the term of this Agreement regarding the Processing Location and/or Receiving/Transfer Locations, Midwest shall promptly notify Supplier of such Notice.

20. Supplier Warranties. Supplier warrants to Midwest that:

- (a) Supplier’s collection of the Material and transportation of Material to Midwest’s site and handling and disposal of Midwest’s waste will be performed by Supplier in full compliance with all Federal, State and local laws, rules, regulations and ordinances.
- (b) Supplier has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) Supplier has been issued all governmental permits, licenses, authorizations and approvals required for the collection and transportation of the Material and the landfills listed in Section 7 have issued all governmental permits, licenses, authorizations and approvals required for the disposal of Midwest’s waste. Upon request, Supplier will furnish to Midwest copies of such permits, licenses, authorizations and approvals in effect. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any obligation under this Agreement, Supplier shall promptly notify Midwest.
- (d) Supplier has not received any notice, complaint, or administrative citation (“Notice”) alleging that Supplier or the landfills listed in Section 7 are in material noncompliance with any applicable Federal, State or local environmental laws,

regulations or ordinances. If Supplier receives such Notice during the term of this Agreement, Midwest shall promptly notify Supplier of such Notice.

21. Insurance. Midwest represents to Supplier and Supplier represents to Midwest that it now carries, and will continue during the term of the Agreement to carry, Worker's Compensation/Employers' Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the following amounts:

<u>COVERAGE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation – Coverage A	Statutory
Employer's Liability – Coverage B	\$100,000
Commercial General Liability (including broad form property damage, contractual liability, products/completed operations, and bodily injury)	\$1,000,000 each occurrence
Commercial Automobile Liability (Owned, Hired, and Non-owned Vehicles for both bodily injury and property damage)	\$1,000,000 each occurrence
Umbrella Excess Liability (over and above the Commercial General Liability and Commercial Automobile Liability coverage indicated above)	\$1,000,000 each occurrence

Supplier shall be named as an Additional Insured on Midwest's Commercial General Liability policy and Midwest shall be named as an additional insured on Supplier's Commercial General Liability policy.

Within five (5) days of the execution of this Agreement, each party shall provide the other with Certificates of Insurance showing the existence of the insurance required hereunder, and which contain the following or equivalent clause: "Before cancellation of the insurance policy, thirty (30) days prior written notice thereof shall be given to (name of other party)."

22. Severability. If any provision of this Agreement is held invalid or unenforceable, it shall not affect the validity or enforceability of remainder of this Agreement, and to this end the provisions of this Agreement are declared severable. If such invalidity becomes known or apparent, the parties agree to negotiate promptly in good faith to amend such provisions to be as consistent as possible with the original intent.

23. Integrated Agreement. This Agreement constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior negotiations, representations and understandings.

24. Independent Contractor. Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

Executed as of the date first written above.

Midwest Fiber, Inc.

City of Bloomington

By: Todd Shoemaker
Its: V.P. Sales

By: Stephen F. Stockton
Its: Mayor

(EXHIBIT A AND B ON FILE IN CLERK'S OFFICE)

Motion by Alderman Anderson, seconded by Alderman Purcell that the agreement with Midwest Fiber for single stream processing be approved until May 1, 2012 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition for a Special Use Permit to Allow a Two (2) Unit (duplex) in an R - 1C, Single Family Residence District

RECOMMENDATION: That the Special Use Permit for 1302 N. Center St. be approved with the stipulation that not more than two (2) occupants per dwelling unit be permitted and the Ordinance passed.

BACKGROUND: The property located at 1302 N. Center St. has been in distress for some time as the owner's health and ability to maintain the property deteriorated. The owner has since passed away. Since the owner's passing, the executrix of the estate, Karen Hurst (former owner's daughter), has begun the process of resolving the estate which includes the restoration of this property and 203 Union St. In an effort to maximize the return on investment Ms. Hurst wishes to continue the use of this building as a duplex, containing two (2), one (1) bedroom units. However, due to the length of time the property has been vacant the existing special use status allowing a duplex in the existing zoning and the nonconforming parking was lost.

Thereby, requiring a new special use permit be established as allowed by the City's Zoning Ordinance.

On August 17, 2011, Ms. Hurst presented a case before the Zoning Board of Appeals (ZBA), requesting a Special Use Permit to allow a duplex in an R - 1C, Single Family District. In addition, the petitioner requested a variation to allow for three (3) off street parking spaces in lieu of the four (4) spaces required. These spaces would be provided on a gravel parking area at the rear (north) of the property.

During the public hearing there were several property owners present to speak against the request. Their arguments were based on two (2) primary issues: parking and tenant behavior. Most of the concerns regarding parking were based on the number of spaces needed to support the neighborhood and the number of spaces being provided on the existing narrow street. Many comments related to the nearly impassible condition of Union St. when the street parking was full. Tenant relation comments were aimed at the apparent increase in the number of Illinois Wesleyan University (IWU) and Illinois State University (ISU) students renting apartments in the neighborhood. The neighbors who spoke were not against students in general but the difference in lifestyle between college students and the norm in most residential neighborhoods.

After hearing from the petitioner, concerned residents, and staff, the ZBA attempted to balance the needs of both the petitioner and neighbors. This resulted in a stipulation being introduced to limit the number of occupants in the building to two (2) per dwelling unit. The ZBA voted 5 - 1 to approve the variance request to allow three (3) off street parking spaces in lieu of the required four (4) spaces. In addition the ZBA voted 4 - 2 to recommend Council approval of the Special Use Permit with a stipulation that there not be more than two (2) occupants per dwelling unit for the property located at 1302 N. Center St.

Staff concurs with the ZBA. While staff is empathetic with the concerns of parking on the street, the petitioner's plan actually increases the number of off street parking spaces over the number of spaces provided earlier with the same number of units. Staff also foresees a financial incentive for the petitioner to restore the two (2) units rather than reverting the building to a single unit. This financial incentive can lead to the building being repaired and becoming viable rental property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property in question was posted with a sign indicating a public hearing, a general notice of a public hearing was published in the Pantagraph, and mailings were sent to property owners within a 500 foot radius of the property.

FINANCIAL IMPACT: There will be no direct negative financial impact to the City. The impact would be more realistically attached to increased property tax generated by improved and occupied properties.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbara Adkins
Deputy City Manager

David A. Hales
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:
1302 N. CENTER**

State of Illinois)
)ss.
County of McLean)

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

Now comes Estate of Joe C. Bair by Karen Y. Hurst, Executor hereinafter referred to as your
petitioners, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R1 – C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code duplexes/two family dwellings, are allowed as a special use in an R1 - C zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R1 - C zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R1 - C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

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

Respectfully submitted,

Karen Y. Hurst
Executor for Estate of Joe C. Bair

ORDINANCE NO. 2011 - 43

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
DUPLEX/TWO FAMILY UNIT FOR PROPERTY LOCATED AT: 1302 N. CENTER**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Duplex/Two family dwelling for certain premises hereinafter described in Exhibit A; and

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

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

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

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

1. That the Special Use Permit for a Duplex/Two family dwelling on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 26th day of September, 2011.

APPROVED this 27th day of September, 2011.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Co. Clerk's Subdivision; PT Major's Seminary Addn. Lot 6

Motion by Alderman Anderson, seconded by Alderman Purcell that the Special Use Permit for 1302 N. Center St. be approved with the stipulation that not more than two (2) occupants per dwelling unit be permitted and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition for a Special Use Permit to Allow a Two (2) Unit (duplex) in an R - 1C, Single Family Residence District

RECOMMENDATION: That the Special Use Permit for 203 Union St. be approved with the stipulation that not more than two (2) occupants per dwelling unit be permitted and the Ordinance passed.

BACKGROUND: The property located at 203 Union St. has been in distress for some time as the owner's health and ability to maintain the property deteriorated. The owner has since passed away. Since the owner's passing, the executrix of the estate, Karen Hurst (former owner's daughter), has begun the process of resolving the estate which includes the restoration of this property and the property located at 1302 N Center St.. In an effort to maximize the return on investment, Ms. Hurst wishes to continue the use of this building as a duplex, containing one (1), one (1) bedroom and one (1), two (2) bedroom unit. However, due to the length of time the property has been vacant, the existing Special Use status allowing a duplex in the existing zoning and the nonconforming parking expired, requiring a new special use permit be established as allowed by the City's Zoning Ordinance.

On August 17, 2011, Ms. Hurst presented a case before the Zoning Board of Appeals (ZBA), requesting a Special Use Permit to allow a duplex in an R - 1C, Single Family District. In addition, the petitioner requested a variation to allow for three (3) off street parking spaces in lieu of the four (4) spaces required. These spaces would be provided on a gravel parking area at the rear (north) of the property.

During the public hearing there were several property owners present to speak against the request. Their arguments were based on two (2) primary issues: parking and tenant behavior. Most of the concerns regarding parking were based on the number of spaces needed to support the neighborhood and the number of spaces being provided on the existing narrow street. Many comments related to the nearly impassible condition of Union St. when the street parking was full. Tenant relation comments were aimed at the apparent increase in the number of Illinois

Wesleyan University (IWU) and Illinois State University (ISU) students renting apartments in the neighborhood. The neighbors who spoke were not against students in general but the difference in lifestyle between college students and the norm in most residential neighborhoods.

After hearing from the petitioner, concerned residents, and staff, the ZBA attempted to balance the needs of both the petitioner and neighbors. This resulted in a stipulation being introduced to limit the number of occupants in the building to two (2) per dwelling unit. The ZBA voted 5 - 1 to approve the variance request to allow three (3) off street parking spaces in lieu of the required four (4) spaces. In addition the ZBA voted 4 - 2 to recommend Council approval of the Special Use permit with a stipulation that there not be more than two (2) occupants per dwelling unit for the property located at 203 Union St.

Staff concurs with the ZBA. While staff is empathetic with the concerns of parking on the street, the petitioner's plan actually increases the number of off street parking spaces over the number of spaces provided earlier with the same number of units. Staff also foresees a financial incentive for the petitioner to restore the two (2) units rather than reverting the building to a single unit. This financial incentive can lead to the buildings being repaired and becoming viable rental property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property in question was posted with a sign indicating a public hearing, a general notice of a public hearing was published in the Pantagraph, and mailings were sent to property owners within a 500 foot radius of the property.

FINANCIAL IMPACT: There will be no direct negative financial impact to the City. The impact would be more realistically attached to increased property tax generated by improved and occupied properties.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbara Adkins
Deputy City Manager

David A. Hales
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:
203 UNION**

State of Illinois)
)ss.
County of McLean)

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

Now comes Estate of Joe C. Bair by Karen Y. Hurst, Executor hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R1 – C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code duplexes/two family dwellings, are allowed as a special use in an R1 - C zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R1 - C zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R1 - C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

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

Respectfully submitted,

Karen Y. Hurst
Executor for Estate of Joe C. Bair

ORDINANCE NO. 2011 - 42**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
DUPLEX/TWO FAMILY UNIT FOR PROPERTY LOCATED AT: 203 UNION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Duplex/Two family dwelling for certain premises hereinafter described in Exhibit A; and

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

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

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

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

1. That the Special Use Permit for a Duplex/Two family dwelling on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 26th day of September, 2011.

APPROVED this 27th day of September, 2011.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Co. Clerk's Subdivision; PT Major's Seminary Addn. Lot 7

Mayor Stockton introduced this item.

Alderman Stearns stated that there were neighborhood concerns regarding parking. She added that she did not reside in the neighborhood.

Motion by Alderman Stearns, seconded by Alderman Purcell to suspend the rules to allow someone to speak.

Ayes: Aldermen Sage, Mwilambwe, Stearns, McDade and Purcell.

Nays: Aldermen Anderson, Schmidt, Fazzini and Fruin.

Motion failed.

Alderman Sage questioned procedure. He cited the Council memorandum, (staff report). He noted that parking was addressed by the Zoning Board of Appeals (ZBA). He believed that the Special Use Permit would increase the number of off street parking spaces. He questioned if the Council had reviewed the Council memorandum.

Mayor Stockton acknowledged that the Council did not want to rehear this item. He questioned if Alderman Stearns could convey the concern. Alderman Stearns noted that everyone cannot attend the ZBA meetings. For these individuals, the Council meeting is their public hearing. She acknowledged that the Council had the authority to vote on this item.

Alderman Schmidt noted that this property was located in Alderman Purcell's ward. She addressed general protocol and added that a citizen's question can be addressed as part of the Consent Agenda. She requested that the Council respect one another and the Council's rules.

Mayor Stockton noted that citizens had an opportunity to speak at the ZBA's public hearing. In addition, citizens can contact an alderman and/or address the Council under the Consent Agenda. He added that a motion to suspend the rules required a two-thirds vote for passage.

Alderman Purcell informed the Council that he had been contacted by his constituents. He had spoken with Mark Huber, Director – PACE. He had not received any telephone calls in the last week. This property would become a duplex with a maximum of two (2) individuals per unit. The density would be lowered.

Alderman Sage made a point of clarification. The maximum number of persons at this address would be four (4).

Motion by Alderman Fazzini, seconded by Alderman Purcell that the Special Use Permit for 203 Union St. be approved with the stipulation that not more than two (2) occupants per dwelling unit be permitted and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: A Resolution for Approval of the Project Scope and Approach for Updating the City of Bloomington Comprehensive Land Use Plan

RECOMMENDATION: That the Resolution for the Project Scope and Approach for Updating the City of Bloomington Comprehensive Land Use Plan as prepared by the McLean County Regional Planning Commission (MCRPC) be adopted.

BACKGROUND: The City routinely updates its Comprehensive Land Use Plan every five (5) years. Since the plan was last updated in 2005, staff would normally schedule an update in 2010. United States census data is used for much of the basis of the Comprehensive Land Use Plan's statistical base. Work on the new plan was delayed until the 2010 U.S. census data was available. Since the census is now complete, work on the new Comprehensive Land Use Plan can move forward. As for McLean County and the Town of Normal, the MCRPC will take the lead in the development of the new Plan.

In preparation, the Commission has prepared a project scope and approach document for review and approval. The intent is for all participants to understand what the final product will contain and what work will be done in its development. Some of the basics and changes include:

Public Involvement Process – Expanded from previous projects to include: citizen based committees, public opinion surveys, public meetings, and web site postings. In short, there will be more citizen involvement in the process than in previous plan updates.

Plan Elements and Committees – Previous plans had as many as sixteen (16) plan elements. These have been consolidated and coincide with the committee structure and include:

Urban Sustainability and Design
Physical Environment
Preservation and Revitalization
Socioeconomic Base
Land Use and Development
Transportation and Parking
Community Facilities and Services
Cooperation and Implementation

Identification of Community Issues – Planning strategies will be developed for various community issues based on analysis of existing conditions and future trends. Topics to be included:

Old Rail Yards Downtown Bloomington
East Side Highway Fiscal Impact Analysis
Neighborhood Plans Impact Fees

The proposal for this plan will not simply be a revision of the last plan but a thorough reconstruction with a focus on citizen involvement with the latest trends and ideas in planning brought to the document. Preparation of the plan is expected to take approximately eighteen (18) months to complete.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: At this time the project scope has been reviewed by staff and the Planning Commission. The Commission reviewed and made suggestions at their August 24, 2011 meeting. Those changes have been incorporated and the Commission recommends unanimously Council accept this proposal.

FINANCIAL IMPACT: There should be no financial impact by this proposal. The work is to be completed in accordance with the MCRPC Fiscal Year 2012 Unified Work Program and under the terms of the annual service agreement between the MCRPC and the City. Work on the Comprehensive Land Use Plan is considered to be a regular part of MCRPC’s work for the City.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

RESOLUTION NO. 2011 - 45

**A RESOLUTION FOR APPROVAL OF PROJECT SCOPE AND APPROACH FOR
UPDATING THE CITY OF BLOOMINGTON COMPREHENSIVE PLAN**

WHEREAS, the City of Bloomington is great community of well planned attributes including its strategic location in the State of Illinois, outstanding transportation facilities, excellent schools, neighborhoods, shopping, parks and other entertainment amenities; and

WHEREAS, all of these great attributes and amenities related to the City of Bloomington could not have been accomplished without proper long range planning; and

WHEREAS, the current Comprehensive Plan of the City of Bloomington was last updated in October, 2005; and

WHEREAS, the City of Bloomington is desirous of updating its Comprehensive Plan using up to date census data and an updated Public Involvement Process which includes: Citizen Based Committees, Public Opinion Surveys, Public Meetings, and web site posting; and

WHEREAS, the work will be completed by the McLean County Regional Planning Commission as part of their normal operations at no additional cost to the City of Bloomington; and

WHEREAS, the Regional Planning Commission has provided the City of Bloomington with an acceptable "Project Scope and Approach for Updating the City of Bloomington Comprehensive Plan" (Project Scope) dated August 25, 2011; and

WHEREAS, the City of Bloomington finds the Project Scope put forth by McLean County Regional Planning Commission acceptable.

NOW THEREFORE BE IT RESOLVED, the City of Bloomington hereby approves and accepts the "Project Scope and Approach for Updating the City of Bloomington Comprehensive Plan" dated August 25, 2011.

ADOPTED this 26th day of September, 2011.

APPROVED this 27th day of September, 2011.

City of Bloomington

Stephen Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**PROJECT SCOPE AND APPROACH FOR UPDATING THE
CITY OF BLOOMINGTON COMPREHENSIVE PLAN**

McLean County Regional Planning Commission
August 25, 2011

The City of Bloomington Comprehensive Plan will be updated and refined by city officials, staff, and citizens with technical assistance from McLean County Regional Planning Commission (commission) as outlined below.

1. PUBLIC INVOLVEMENT PROCESS. To capitalize on local expertise and human resources, and to increase public understanding and support for the plan, a multifaceted approach to public involvement will be employed in the plan's development. This will include the use of citizen-based committees, a public opinion survey, a series of public meetings, and the use of the internet.

A. Citizen-based Committees. Citizen-based plan committees will be formed to provide assistance in completing the individual elements of the plan, which are outlined later in this project scope. Each committee will feature representation by a wide range of interests and include members with specialized knowledge when possible. Additionally, the chairs of each plan committee will collectively form a steering committee to oversee the overall completion of the plan, drawing upon the input of the individual plan committees as needed.

B. Public Opinion Survey. This survey will be conducted for use in obtaining greater citizen input for consideration in developing the plan. A questionnaire will be designed to obtain information regarding resident likes, dislikes, issues, and priorities for the future, and other information useful in establishing a vision and preparing the plan. With approval of the city, the questionnaire will be posted on-line, and requests for on-line completion mailed with city water bills to Bloomington households, as well as advertised in the news media. The potential for maintaining automatic cumulative totals of survey results will be researched and utilized, if practical. Alternatively, a procedure involving participation by city staff and/or plan committee members will be devised for tabulating and incorporating the results of the survey.

C. Public Meetings. In addition to meetings of the plan committees, the public involvement process will include six meetings designed to inform city officials and the general public about the plan and provide further opportunities for public input. A kickoff meeting will be held early in the process to discuss the plan approach and the design of the public opinion survey. A second public meeting to discuss plan progress and survey results will be held approximately midway through the process and a third meeting will be held to discuss the preliminary plan when a draft has been completed. Three additional meetings are planned for the Bloomington Planning Commission and City Council to discuss the plan, including at least one public hearing on the proposed plan.

D. Website Posting. A digital version of the preliminary plan report will also be posted online to further publicize the plan and provide additional opportunities for public input.

2. PLAN ELEMENTS. Eight plan elements are currently included in the scope of this update, which consolidates the fifteen elements addressed in the city's previous comprehensive plan, and provides more focus on fiscal impact analysis and best practices and trends from around the nation:

- A. Urban Sustainability and Design
- B. Physical Environment
- C. Preservation and Revitalization
- D. Socioeconomic Base
- E. Land Use and Development
- F. Transportation and Parking
- G. Community Facilities and Services
- H. Cooperation and Implementation

Changes in content and format from the previous plan have also been incorporated into the scope of this update. Each element will include the following components:

- A. Existing Conditions Analysis
- B. Assessment of Future Trends
- C. Identification of Community Issues
- D. Formulation of Strategies.

3. **EXISTING CONDITIONS ANALYSIS.** Utilizing input from the public involvement process, and the plan committees in particular, the existing conditions analysis for each element of the plan, as applicable, will include identifying data needs, collecting and analyzing data, and concisely reporting the findings. The results of the existing conditions analysis will be used to identify present needs and establish a basis for assessing future conditions and needs. It is anticipated that most statistical data will be presented in a data supplement to be included in the appendix of the planning report, with most maps and other graphics incorporated into the text to enhance understanding and appeal.

4. **ASSESSMENT OF FUTURE TRENDS.** Building upon the existing conditions analysis, an assessment of future trends will be made to gauge how conditions and needs are likely to change during the course of the 20-25-year planning period with consideration given to emerging trends as identified through the planning committees. For some elements, this will involve developing statistical projections (for example, population, housing units, land use), while for other elements the assessments may be indirect or qualitative (natural environment and historic preservation).

5. **IDENTIFICATION OF COMMUNITY ISSUES.** From the analysis of existing conditions and future trends, community issues will be identified, for which planning strategies will be developed. The issues listed below have been identified to date and will be refined and expanded upon by the plan committees through the aforementioned analyses. *Italics* indicate the previously noted plan elements within which the specified issues are likely to be addressed.

A. Airport Plan. *Land Use and Development, Transportation and Parking*

B. Criteria for school sites (including Safe Routes to School). *Community Facilities and Services*

C. Commercial zoning for small sites. *Land Use and Development*

D. Accommodating changes to development proposals following approvals. *Land Use and Development*

E. Concrete plant on Grove Street with homes and trail nearby. *Preservation and Revitalization*

F. Older, commercial areas in parts of the city surrounded by residential areas. *Preservation and Revitalization*

G. West Bloomington. *Preservation and Revitalization*

H. Old rail yards - *Preservation and Revitalization*

- I. Downtown Bloomington Plan. *Preservation and Revitalization*
 - J. Main Street Corridor Plan and transportation plan issues. *Preservation and Revitalization, Transportation and Parking*
 - K. Vacant shopping centers (not limited to older parts of the city). *Preservation and Revitalization*
 - L. Reuse or sale of surplus city owned property. *Preservation and Revitalization, Land Use and Development*
 - M. Reduction of density in older neighborhoods. *Preservation and Revitalization*
 - N. Environmental - stream protection. *Physical Environment*
 - O. East Side Highway. *Transportation and Parking*
 - P. Comprehensive street maintenance and development plan. *Transportation and Parking*
 - Q. Fiscal impact analysis. *Urban Sustainability and Design; interwoven throughout*
 - R. Neighborhood plans. *Preservation and Revitalization*
 - S. Reconversion of older multifamily homes back to single-family homes. *Preservation and Revitalization, Land Use and Development*
 - T. Use and limitations of the comprehensive plan. *Plan Introduction*
 - U. Best practices from other areas. *Interwoven throughout*
 - V. Impact fees (especially how to update road improvement impact fee ordinance). *Urban Sustainability and Design*
 - W. Form Based Code. *Preservation and Revitalization; others as applicable*
 - X. Sustainability. *Urban Sustainability and Design; interwoven throughout*
6. FORMULATION OF STRATEGIES. Strategies will be formulated with the plan committees to address the issues identified through this planning process. The strategies will encompass the following components for each element of the plan:
- A. Visions and/or Goals
 - B. Objectives
 - C. Policies
 - D. Actions.

7. IDENTIFICATION OF PRIORITIES. The steering committee, with input from the other plan committees and staff, will evaluate the actions that will have been recommended for each element of the plan. Based on this evaluation, a limited number of priorities will be identified for initial consideration by the city.

8. DELIVERABLES. Hardcopy and digital deliverables will be provided to the city by the commission. Working drafts of all plan elements will be provided by the commission to plan committee members during the course of plan development. Up to fifty (50) printed and bound copies of a preliminary plan report will be provided to the city for review in addition to the posting of this report on the commission's website. Up to fifty (50) printed and bound copies of the final report on the City of Bloomington Comprehensive Plan with all related maps and graphics will be delivered to the city. A digital copy of the final plan will also be provided to the city and posted on the commission's website.

9. COMPLETION SCHEDULE. The estimated time to complete the tasks as per the scope and approach outlined above is 18 months from project initiation to delivery of the preliminary planning report. The expected date of project initiation is September 2011, contingent upon the commission's work load and the availability of 2010 Census data.

10. PROJECT COSTS. The tasks and deliverables outlined herein will be completed without additional charge in accordance with the commission's Fiscal Year 2012 Unified Work Program, which was approved in the spring of 2011, and under the terms of the annual service agreement between the commission and the city. Any unforeseen direct project costs, such as for additional hardcopies of the plan or for third-party services related or unrelated to this project scope, shall be preapproved by and borne by the city.

Mayor Stockton introduced this item. The City's Comprehensive Land Use Plan, (CLUP), was an important document. He encouraged citizens to be aware of and interested in this project. The City needed citizen participation in the various public hearings.

David Hales, City Manager, informed the Council that City staff had met with the McLean County Regional Planning Commission's (MCRPC) staff. There would be positive changes to the process. Citizens would also be engaged in same. He cited the section which would address fiscal impact analysis. Fiscal impact analysis would be institutionalized into the City's CLUP.

Paul Russell, MCRPC's Executive Director, presented a summary of the proposal. Discussions had been held with the City's department heads and Planning Commission. This CLUP would be a major revision. A different approach would be used. He noted the public's involvement and new data. There would be citizen based committees which would include City staff. There would be public opinion survey conducted both on line and through a water bill insert. Six (6) public meetings were scheduled. The preliminary CLUP would be posted online. Issues would be identified and strategies would be formulated. The time line for this project was eighteen (18) months. There would be no additional cost to the City for the CLUP.

Alderman Sage questioned the process for filling the citizen based committees. Mr. Russell stated his intention to work with the City's PACE (Planning & Code Enforcement) staff. He noted that there would be eight (8) committees. The chairperson from each committee would comprise the steering committee. The selection process would be valid and reliable. There needed to be individuals from the private and public sectors with a variety of interests and expertise.

Alderman Sage suggested that the Council reach out in an effort to engage citizens. The CLUP would benefit from a rich and robust discussion. He viewed this project as an opportunity. The City would receive a substantial deliverable.

Alderman Schmidt questioned the City's existing plans. She cited the Farr's Downtown Bloomington Strategy (which has not been endorsed by the Council) as an example. She also cited the West Bloomington Neighborhood Redevelopment Plan which had been adopted by the Council. She questioned how the CLUP would address other City plans. Mr. Russell noted that a committee might consider why the Downtown plan had not been endorsed by the Council. It may consider what would be needed to make it acceptable. The committees may also consider the applicability of these plans. He cited the West Bloomington Plan and questioned if it was still strategic and workable.

Mayor Stockton noted that the process would consider existing plans even if they were not formally adopted by the Council.

Alderman McDade expressed her support for Aldermen Sage's and Schmidt's comments. She recommended that MCRPC staff start the process by contacting everyone who has expressed an interest in this project. Mayor Stockton added that the City could include an insert with the monthly water bills.

Alderman Mwilambwe questioned if the Council would formally approve the appointments to the various committees. Mayor Stockton cited the public nature of this project. He hoped citizen involvement would be less formal. He added that Boards and Commission established in the City Code require a recommendation from the Mayor with approval by the Council. The City has implemented a Statement of Interest for the City's formal Boards and Commissions. Mr. Russell added that his plans did not include a formal appointment process.

Alderman Fruin suggested that MCRPC and City staff identify, recruit and fill these committees.

Alderman Anderson expressed his support for Alderman Fruin's comments.

Mayor Stockton noted the addition of a fiscal portion to the plan.

Mr. Hales made a final comment regarding this item. He expressed his interest in neighborhood plans. These would be small area plans. This would provide additional guidance to the City and developers. There needed to be general planning policies which

addressed changes in zoning classification. The City needed to provide stronger direction for properties in transition. He noted the Resolution and recommended Council adoption.

Motion by Alderman Schmidt, seconded by Alderman Anderson that the Resolution for the Project Scope and approach for updating the City's Comprehensive Land Use Plan as prepared by the McLean County Regional Planning Commission be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Presentation Concerning the City's Possible Participation in "Municipal Aggregation"

BACKGROUND: Staff has recently become aware of a state wide program that could help reduce electrical costs to many of its citizens and small businesses. In essence, the City, through a referendum, could be placed in a position to negotiate electrical utility pricing for all of its Ameren supplied citizens. The program is called "municipal aggregation". The premise is that all the affected citizens can negotiate better prices as a whole rather than as individual customers.

Keith Goerss, Ameren Energy's Managing Supervisor of Marketing will be providing a presentation related to the municipal aggregation program, how it works, and how it could save citizens of the City money on their utility bills. This information is being provided for Council's consideration regarding the direction the City might take concerning this matter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no direct financial impact to the City at this time. However, there are electric utility savings possible to Ameren customers in the City.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Mayor Stockton introduced this item. He expressed his opinion that there would be more activity regarding this topic in the future.

Alderman Stearns left the meeting at 8:24 p.m.

David Hales, City Manager, addressed the Council. He noted that the City had an annual contract to purchase electrical supply. This item addressed a new opportunity for residential customers. The City had been approached by brokers with the opportunity to lower the cost of electricity. This was new concept. AmerenIP staff would provide the highlight of aggregation.

Motion by Alderman Anderson, seconded by Alderman Fruin to suspend the rules.

Motion carried.

Keith Goerss, Ameren Energy Marketing's Managing Supervisor – Marketing, addressed the Council. He cited the potential savings for residential and small commercial customers.

Alderman Stearns returned to the meeting at 8:26 p.m.

Mr. Goerss noted that aggregation would not apply to Corn Belt Energy's customers. Aggregation was only applicable to public utilities. At this time, there were a limited number of registered suppliers, (five/5). He addressed eligibility, less than 15,000 Kwhs (Kilowatt hours) per year. He added that an average residence uses 12,000 Kwhs. A referendum must be passed by a majority vote. The last day to file for the March 2012 election would be January 12, 2012.

The City would need to develop a plan for operation and governance of the program. Two (2) public hearings must be held. Ameren would provide the City with an eligible customer list. The City would issue an RFP (Request for Proposal) and select a supplier. The City would notify those eligible of the chosen supplier, price and terms. Individuals can choose to opt out of the program. Account numbers of those participating in the program would be provided to the selected vendor. The supplier works with the public utility. He compared the program to a third party provider. All electrical charges on placed on a single bill. Twenty (20) cities, (all ComEd customers), within the state have passed referendums. All have seen price savings. The term length is from one to three (1 – 3) years. A supplier must be registered and approved by the state and the public utility. He estimated annual savings at twenty percent (20%) or \$150 per residence. No referendums have been passed in southern Illinois. He cited a number of Central Illinois communities that were considering placing a referendum on the March 2012 election: Peoria, East Peoria, Pekin, Morton, Eureka, and Roanoke. He added that some of these cities may combine their efforts and issue a group bid.

Mayor Stockton described this program as a City sanctioned co-operative which was sanction by the voters. Mr. Goerss noted that municipalities receive better rates. The

City would become a buying co-operative. Residential and small commercial customers would be grouped. The bid process would also impact marketing costs.

Mayor Stockton noted that only Ameren customers would be eligible to vote on the referendum. Ameren and Corn Belt Energy's service areas do not follow the City's precinct lines. This fact could make the process more complex. He questioned who would bear the cost of the referendum. Mr. Hales stated that the broker might roll up these costs. Mr. Goerss added that the law did not preclude cost recovery.

Alderman Sage questioned which municipalities were considering joining together. Mr. Goerss cited Pekin, Morton, Eureka, and Roanoke. This would be included in each municipalities plan. Alderman Sage questioned the down side. Mr. Goerss noted the work involved for the City. Time and resources were required. He cited the opt out notification process. There will be questions from citizens. Cost may be recovered at a future date. He expressed his opinion that this was a good program. Any savings would be viewed as a positive. He believed that the positives outweighed the negatives. He restated that the City would need to develop a plan.

Mr. Hales cautioned that as more referendums are passed the price difference may disappear. Concerns have been raised regarding the contract's length. Mr. Goerss noted that the utility would reset the price each year. The plan can include a provision for multiple terms. He added there would also be the issue regarding Corn Belt Energy's customers.

Alderman Purcell questioned the claim of better pricing and savings. In addition, he questioned power outages and who the customers would call. Mr. Goerss noted electric deregulation had happened ten (10) years ago. He compared this to deregulation of the telephone industry. There would be one (1) delivery company with multiple suppliers. There would be a transmission charge. The goal of the program was to find the best rate. The utility bill would look the same. However it would include information about the supplier.

Alderman Mwilambwe questioned the benefits to the municipality. Mr. Goerss stated that he was not an attorney. He restated his belief that cost recovery could be included in the plan.

Alderman Sage questioned if the City would be included. Mr. Goerss informed the Council that the City was not eligible. It exceeded the limit for electricity usage.

Mr. Hales noted that City staff had not made a specific recommendation. The goal for this evening was to make the Council aware of the opportunity. The Town of Normal was gathering information. There was some interest for the two (2) communities to work cooperatively. There were municipalities which have formed ad hoc citizen committees to address this issue. He encourage the Council to submit any questions and/or comments to him regarding this item. This item would appear on a future Council meeting agenda. The

Council had been provided with an article which appeared in the August 21, 2011 Chicago Tribune entitled “More Utility Ratepayers Sidestepping ComEd, Buying in Bulk”.

Mayor Stockton encouraged the Council to submit their questions and ideas regarding a citizen ad hoc committee to Mr. Hales. He restated that the Council would be presented with a recommendation at a future Council meeting.

Mr. Hales informed the Council that broker pricing schedule discussion had been held with the Town of Normal’s staff.

Alderman Anderson questioned if there were any hidden charges. He was interested in real savings. He added that all fees would be charged upfront.

Motion by Alderman Anderson, seconded by Alderman Schmidt to return to order.

Motion carried.

The following was presented:

SUBJECT: Appeal to City Council for Review of an Administrative Determination on a request for a Certificate of Public Convenience (Vehicle for Hire License)

RECOMMENDATION: That the decision of the Deputy City Manager be upheld and the appeal be denied.

BACKGROUND: On May 4, 2011, Julie Crowe submitted to the City Clerk’s Office an application requesting a Certificate of Public Convenience (Vehicle for Hire License), per Chapter 40; Section 1002A-Certificate of Public Convenience Required and Section 1002B-Application for Certificate.

On May 24, 2011 Ms. Crowe purchased a 1989 Ford Club Wagon. Ms. Crowe acknowledged during the Public Hearing conducted on June 24, 2011 that she was not guaranteed approval with the vehicle purchase. She understood the risk. She stated that limousine services were another avenue to pursue.

Staff’s recommendation of denial is based primarily on two issues: 1.) the applicant’s cash flow limits the ability to perform and 2.) establishing a new vehicle for hire company is not in the public interest. Currently there were eleven (11) vehicle for hire companies, thirty-seven (37) registered vehicles totaling 910 seats. Another vehicle for hire company would saturate the community.

The applicant was notified, via U.S. mail on August 25, 2011, that the application had been denied.

While each application is based on its own merit, the application should naturally and consistently substantiate the need for additional Vehicle for Hires. If this appeal is granted, it will open the door for future Vehicle for Hire requests.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of this Public Hearing was published in the Pantagraph on June 1, 2011. Notification of the Public Hearing and Appeal were sent to all licensed Vehicle for Hire and Taxi Cab Owners registered with the City of Bloomington.

FINANCIAL IMPACT: Additional staff resources to process, inspect and issue licenses, and enforcement.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Stephen Stockton
Mayor

David A. Hales
City Manager

Mayor Stockton introduced this item. A Certificate of Public Convenience (Vehicle for Hire) had been applied for and a public hearing was held. The application was denied by City staff and individual appealed to the Mayor. The item was now before the Council.

Barbara Adkins, Deputy City Manager, addressed the Council. She provided a brief history of this item. She cited City staff members who addressed taxicab and vehicle for hire issues besides herself, (Todd Greenburg, Corporation Counsel, Todd Keil, Police Patrol Officer, Renee Gooderham, Records & Information Manager). City staff hosts quarterly meetings. The City has received requests to limit the number of these vehicles on the streets within the Downtown.

A public hearing on this application was held on June 24, 2011. The request was to establish a new vehicle for hire company. Ms. Adkins denied this application as it was not in the best interest of the City to introduce additional shuttle vehicles to the Downtown and the applicant did not demonstrate the financial wherewithal. As of this date, there were over 815 licensed vehicle for hire seats. The City's goal was to quickly disperse the college students from the Downtown at closing time. She noted that this task was generally completed by 2:30 – 3:15 a.m. She restated her belief that it was not in the best interest of the City to approve this application at this time.

Mayor Stockton noted that the City attempts to allow free enterprise. He added the burden placed upon City staff by licensing too many vehicles. He noted traffic issues. Ms. Adkins added that the Police Department addressed enforcement. In addition, the various company operators had no difficulty reporting their competitors' infractions to the City. City staff cannot regulate all of these vehicles. The Police Department has conducted police

audits. Fines have been increased. She believed that there were sufficient seats licensed to address need.

Alderman Sage noted that an appeal had been filed. He believed that there was an expectation and that it was customary that a fair and reasonable time be allowed for comments.

Mayor Stockton recommended that the Council function similarly to the appellate court.

Alderman Stearns stated her intention to be an advocate for the applicant. She believed that the Council should suspend the rules and provide the applicant with the opportunity to address the Council.

Alderman McDade expressed her understanding that this request started with a written appeal and that this was the reason it appeared on the Council's meeting agenda.

Alderman Schmidt noted that the Council would be functioning in a judiciary capacity. She believed that hearing should be conducted.

Alderman Fruin added his support to afford the applicant with the opportunity to address the Council.

Motion by Alderman Stearns, seconded by Alderman Purcell to suspend the rules to allow someone to speak.

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

Nays: Alderman Fazzini

Motion carried.

Julie Crowe, 807½ N. Morris Ave., addressed the Council. She read from a prepared statement. She highlighted the following points. She believed that her application met the qualifications, safety, insurance and registration requirements. She had the support of various bars and demonstrated a need. The van would accommodate small groups. It can be parked on street or in a parking lot space. She added that she had been treated unfairly and requested to be afforded equal opportunity. She had purchased a vehicle which had the proper plates and insurance. It has passed the state safety inspection.

She added that two (2) Vehicle for Hire companies had gone out of business. The opposition argued no need for additional vehicles and submitted applications for additional vehicles.

She informed the Council that she had spoken with Alderman Schmidt. She believed that there was an understanding that this vehicle for hire company would be a female owned business. She acknowledged that Alderman Schmidt was also the Downtown Entertainment Task Force chairperson who could not speak on behalf of this group. She expressed her opinion that there was a need and demand for female drivers.

Based upon positive indications she believed that she would be given the opportunity. There were no negative aspects to her application. She had waited two (2) months for a decision. The Deputy City Manager waited for the Downtown Entertainment Task Force report. She restated that there was a petition of support signed by various bar owners. She had been invited by the Deputy City Manager to attend a taxicab/vehicle for hire operators meeting. The only objections were from existing Vehicle for Hire operators. She believed that this was to be expected.

She cited the time, effort and money invested to obtain this certificate. She hoped to earn a living with same. She believed her employment options were limited. She had been employed with other Vehicle for Hire companies and cited personality conflicts. The taxicab companies require twelve (12) hour shift. The City's denial affected her quality of life. She hoped to work independently and continue serving the Downtown. She had depleted her savings customizing the van.

She questioned the City's application process if there was no chance for a certificate to be granted. At this time, there was no moratorium.

Alderman McDade noted her intent to understand this item. The City was interested in a safe Downtown. Vehicles for hire were regulated by the City. She cited supply and demand and her belief that this service should be market driven. She did not want the Council to become involved on a case by case basis. It appeared that a complete application had been submitted. The applicant appeared to be qualified. The issue for the City was safe transportation of college students. She questioned why the application was not approved.

Ms. Adkins restated that there were over 800 seats licensed by the City. A key concern was the best interest of the City. She added the financial wherewithal of the applicant. She noted that the applicant had purchased the vehicle prior to the public hearing. She acknowledged that the applicant was invited to a quarterly meeting of the taxi cab and vehicle for hire operators based upon the interest shown.

Alderman Sage noted that the applicant understood that there were no guarantees. She made an investment and perhaps made an assumption. City staff's recommendation to deny the certificate also addressed the applicant's cash flow. Concerns were expressed regarding the applicant's financial sustainability. Ms. Adkins stressed that applicant's financial information was confidential.

Alderman McDade stated that she did not understand. She questioned if the number of licensed seats was limited. If the City did not have the intention of approving new applications, then the City should issue a moratorium.

Todd Greenburg, Corporation Counsel, addressed the Council. He recommended that the Council take a step back. A public hearing was held. The City played a role in the maintenance of the existing taxicab companies. The City also regulated the vehicle for hire companies. In reality, the taxicab companies were a controlled monopoly. Taxicabs must be available 24/7/365 (twenty-four hours a day, seven days a week, three hundred sixty-five days a year). This clearly was a Downtown issue. Part of the hearing process was to ensure that the taxicab companies were not endangered. Individuals who testify at these public hearings have conflict. A key issue for the City was to quickly clear the Downtown when the bars closed. He added that requests by existing companies to add vehicles also required a hearing.

Alderman McDade believed that she understood the role of taxicab companies. She restated that if the City had the number of vehicle for hire seats needed, then the City should suspend the application process.

Mayor Stockton noted that generally the Council supported competition. The Council understood that there were traffic and policing issues within the Downtown. He questioned if the City could determine the number of seats needed. City staff must look at an applicant's financials as part of the qualification process.

Alderman Schmidt noted the Downtown bars and the issue of free market versus control. She had hoped that staff's decision was based upon a findings of fact. Ms. Adkins believed that the information submitted was correct. She noted that the issue of new company versus existing companies had been raised. At the time of the public hearing there were over 900 licensed seats. Today, there were over 800 licensed seats. All licensed vehicles were not in use. The Downtown is being cleared in a timely manner.

Alderman Fruin noted that this application was for a single vehicle. Ms. Adkins responded affirmatively. Alderman Fruin added that discussions involving cash flow/financials were awkward and delicate.

Ms. Crowe readdressed the Council. She was a home owner. She had equity in her home. She did not have any credit card debt.

Mayor Stockton acknowledged that this was a delicate subject. Ms. Adkins noted that the financial statement included a listing of assets and liabilities. No cash flow was shown.

Ms. Crowe added that she received a monthly annuity from the Navy.

Alderman Mwilambwe questioned the requirements. Ms. Adkins reviewed the application process. She cited the documentation required. She restated that key issues

were the best interest of the City and the financial wherewithal of the applicant. Alderman Mwilambwe questioned maintenance costs and the cost to operate the business. Ms. Crowe cited the following: a reliable vehicle, a good mechanic to maintain the vehicle, and gasoline. She believed the cash flow was there and there was money to be made.

Mayor Stockton expressed his trust in the Deputy City Manager.

Alderman Fruin expressed his support for City staff. He also supported assisting a start up business. He questioned granting the applicant a six (6) month conditional license. He questioned if this applicant would be granted the next vehicle for hire license.

Ms. Crowe readdressed the Council. There was an application process. She believed that there was an expectation. She was willing to accept a conditional license. She had purchased a smaller vehicle. She would offer door to door service. She stated her belief that there was need for female vehicle for hire drivers.

Alderman Purcell stated that Ms. Adkins had reached a decision.

Alderman Stearns expressed her concern that the process was arbitrary. The City lacked absolutes. The City knew the number of licensed seats. She expressed her concerns regarding fairness and expectations.

Motion by Alderman Fazzini, seconded by Alderman Schmidt to return to order.

Motion carried.

Alderman Fazzini cited the following concerns raised by staff: cash flow and the number of licensed vehicles.

Alderman McDade noted that the Council sat in judgment. She needed a better understanding and clarity regarding this issue.

Alderman Schmidt echoed Alderman McDade's comments. She was uncomfortable with the process. She questioned if the Code needed to be revisited. This issue needed to be turned over to City staff. This was the first appeal to appear before the Council. It was hard to know what to do.

Alderman Fazzini was struggling with the number of licensed seats. He noted that licensed vehicles were being kept out of service. There were logical reasons to deny this application. He restated that the Deputy City Manager did not believe that it was in the best interest of the City to approve this application.

Alderman Stearns stated that she did not know the number of licensed vehicles. The taxicab and vehicle for hire companies did not want additional competition.

Mayor Stockton recommended that the Council address the process. The City could establish standards. He believed that there would still be some subjectivity. He requested the Council's thought on how to improve the process.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the decision of the Deputy City Manager be upheld and the appeal be denied.

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

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

Nays: Alderman Stearns.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton informed the Council that Alderman Fruin would serve in an ex-officio position at the CVB (Convention & Visitors Bureau). In addition, Aldermen Fruin and Fazzini would address branding the City.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, informed the Council that he had attended an International Economic Development Conference. It was a new era. The City must do a better job of marketing its uniqueness. Bloomington needed to be the place to come to. He cited the impact of technology. The City must work with the EDC (Economic Development Council). A key issue would be how to make the community stand out.

He also informed the Council that Scott Alwood, Water Department staff member, had lost his battle to cancer last week. The City's greatest asset was its employees.

He reminded the Council that its Strategic Planning Work Session was scheduled for Friday and Saturday, October 14 and 15, 2011.

ALDERMEN'S DISCUSSION: Alderman Anderson expressed his interest in a draft ordinance regarding pay day loans.

David Hales, City Manager, addressed the Council. He noted the two (2) conflicting opinions on this subject. This issue of municipal regulation of financial institutions needed to be resolved.

Alderman Sage questioned dedicating staff time to this issue. There was no clear line of sight. The City needed to know if it had the legal capacity to take this action. Mayor Stockton expressed his hope that the City would have this information by the Council's October 10, 2011 meeting.

Alderman Fruin expressed his support for Alderman Sage's comments. He added the impact upon staff resources. In addition, there were a number of aspects regarding this issue that had not been discussed. The City was moving too fast. There needed to be a better process in place. The City needed to tally its options, the Council needed to provide feedback to Mr. Hales, and a conversation needed to begin.

Mayor Stockton restated that this item would be placed on the Council's October 10, 2011 meeting agenda for discussion.

Alderman Purcell recommended that an ordinance be brought back to the Council when a hearing date is known.

Alderman Stearns believed that this discussion was premature. She did not believe that the City had the authority to legislate the interest rate. The City was attempting to delve into the lending industry. The research completed to date was premature and incomplete. She added that the City might end up in court.

Alderman McDade expressed her opinion that individuals were interested in this issue. The Council needed to provide feedback to the community.

Alderman Sage acknowledged that citizens trusted the Council to provide a safe community. The Council needed to reach consensus. He believed that the Council needed Mr. Hales' guidance. Mr. Hales expressed his preference that thirty (30) days be allowed. Recently everything has become a priority. Alderman Sage noted how easily public expectations can be brought to the forefront.

Alderman Schmidt questioned timing. Mayor Stockton believed that the Council was interested in moving forward.

Motion by Alderman Anderson, seconded by Alderman Fazzini to direct the City Manager to instruct the Corporation Counsel to draft a pay loan ordinance for Council discussion at the Council's October 10, 2011 meeting.

Ayes: Aldermen Anderson, Mwilambwe, and Fazzini.

Nays: Aldermen Stearns, Sage, Purcell, McDade, Schmidt and Fruin.

Motion failed.

Alderman Fruin suggested that further discussion on this topic be delayed until the Council's October 24, 2011 meeting. City staff could perform an evaluation of state statutes, and provide an analysis of the City's options. Mr. Greenburg stated this was an ambitious request.

Alderman McDade requested a time line which would be made known to the public. People had been called to action. The Council needed to make its ideas known publicly.

Mayor Stockton noted that this item would be brought back before the Council. Mr. Hales offered to make a status report to the Council at their October 24, 2011 meeting. The City would continue to give consideration to this item. City staff would indicate the City's ability to legislate and provide a time line.

Alderman Fazzini questioned if the City would take action if it had the authority. Mayor Stockton noted that the City Manager would prepare a report for the Council by October 24, 2011. City staff was committed to working on this issue.

Alderman Anderson expressed his interest in this item. The City needed to do the right thing. He wanted an answer and was interested in taking action. If the City is unable to take action, then the Council needed to inform the citizens. He expressed his support for taking action and litigating in the courts.

Alderman Stearns informed the Council that she had attended the IML (Illinois Municipal League) Conference. She had a CD with information from same. She described the conference as informative. She attended sessions regarding pensions, parliamentary procedure, etc.

Alderman McDade added that she has a number of extra copies of this CD as she also attended the conference.

She also reminded those in attendance that a Citizen Voice meeting would be held on Monday, October 3, 2011 at the Miller Park Pavilion from 6:00 until 7:30 p.m.

Alderman Schmidt informed the Council that the Downtown Entertainment Task Force would be meeting on Wednesday, October 5, 2011 at City Hall at 4:00 p.m.

Alderman Fazzini had also attended the IML Conference. He had prepared a memorandum reviewing the sessions attended. He planned to provide a copy of same to the Council.

He informed the Council that he attended and made a presentation to a meeting of female business owners on Thursday, September 22, 2011 in Peoria.

Alderman Fruin addressed improving Council meeting processes. He cited suspending the rules as an example. Mayor Stockton noted that this issue was addressed in the proposed rules for the Council. He added that the Council needed to make the decision. Alderman Fruin suggested that individuals be encouraged to express their opinions prior to the Council meeting. He cited a recently filed Special Use Permit by Illinois Wesleyan University. He noted the options available, (contact the petitioner, City staff and/or Council member, send a letter/email, locate a spokesperson, etc.). Appeals could be minimized. There was not a perfect time for Boards/Commissions to meet. He believed that there were ways to be heard.

Motion by Alderman Fazzini, seconded by Alderman McDade, that the meeting be adjourned. Time: 10:35 p.m.

Motion carried.

**Tracey Covert
City Clerk**