

**CITY OF BLOOMINGTON  
SPECIAL MEETING NOTICE  
109 E. OLIVE  
MONDAY, DECEMBER 17, 2012, 5:00 P.M.**

*Light dinner served at 4:30pm*

1. Call to Order
2. Roll Call
3. Adjourn into Closed Session
4. Discussion Topic
  - a. Collective Bargaining - Section 2(c)(2) of 5 ILCS 120/ (*40 minutes*)
  - b. Performance Evaluation of the City Manager - Section 2(c)(1) of 5 ILCS 120/ (*45 minutes*)
5. Adjourn at 6:20pm

**CITY OF BLOOMINGTON  
COUNCIL MEETING AGENDA  
109 E. OLIVE  
MONDAY, DECEMBER 17, 2012, 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Recognition/Appointments**
  - A. Appointment to Japanese Sister City Committee, Zoning Board of Appeals and Beautification Committee, (That the appointments be approved.)**
- 6. “Consent Agenda”**
  - A. Council Proceedings of December 10, 2012. (Recommend that the reading of the minutes of the previous Council Proceedings of November 26, 2012 be dispensed with and the minutes approved as printed.)**
  - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
  - C. Annual Council Meeting Calendar for CY 2013. (Recommend that the Council Meeting dates be approved with the exception that the second meeting in December be held on December 16, 2013.)**
  - D. Purchase of replacement parts for Video Technology Systems for the US Cellular Coliseum. (Recommend that the purchase of replacement parts for the US Cellular Coliseum video technology systems, including video board, fascia, and outdoor marquee from Barco Media & Entertainment, , Rancho Cordova, CA, (sole source provider), in the amount of \$30,000, be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**

- E. **Amendment to Evergreen Lake/Comlara Park Lease Agreement between the City and McLean County. (Recommend that the Amendment be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- F. **Lake Bloomington Lease Transfer Petition for Lot 2, Block 3 of Camp Kickapoo, a/k/a 25110 Ron Smith Memorial Highway, Hudson, from Carol Anne and Richard Hatzer to Benwood Forest, Inc. (Recommend that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. **An Ordinance Amending Bloomington City Code Chapter 6. Alcoholic Beverages, Section 4F to provide for the City Council to give final approval to all applications for change of license classification and further providing for notice to be given to property owners located within 500 feet of the premises requesting the change. (Recommend that the Text Amendment be approved and Ordinance passed.)**
- H. **Motor Fuel Tax (MFT) Audit Report. (Recommend that the report be received and placed on file.)**
- I. **Restaurant Class Licenses/Tangible Goods Memorandum from George Boyle, Asst. Corporation Counsel, to David A. Hales, City Manager. (No action to be taken, memorandum for distribution only.)**

**7. “Public Hearing”**

- A. **Public Hearing regarding the petition by Interchange City West, LLC requesting the approval of a Reinstatement of a Preliminary Plan for the Third Amended Interchange City West Subdivision, for the property commonly located north of Valley View Dr., west of Wylie Dr., and south of Enterprise Dr., consisting of approximately 25 acres.**

**8. “Regular Agenda”**

- A. **Presentation and Discussion: Wirtz Beverage Illinois Warehouse. (15 minutes)**
- B. **Agreement and Resolution regarding Property Tax Abatement for Wirtz Beverage Illinois Warehouse and Distribution Center. (Recommend that the proposed property tax abatement agreement be approved, the Resolution adopted and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**

- C. **Ordinance Providing for the Submission to the Electors of the City of Bloomington, McLean County, the Question Whether the City of Bloomington Should Have the Authority under Public Act 096-0176 to Arrange for the Supply of Electricity for its Residential and Small Commercial Retail Customers Who Have Not Opted Out of Such Program. (Recommend that the Ordinance be passed and staff be directed to place the Referendum on the April 9, 2013 City of Bloomington Consolidated Election Ballot.) (20 minutes)**
- D. **Intergovernmental Agreements between the City, County of McLean and Town of Normal, regulating Use of the Police Range Facility. (Recommend that the Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (10 minutes)**

- 9. **City Manager's Discussion**
- 10. **Mayor's Discussion**
- 11. **City Aldermen's Discussion**
- 12. **Executive Session - cite section**
- 13. **Adjournment**
- 14. **Notes**

**ITEM 5A. APPOINTMENTS**  
**THIS ITEM WILL BE AVAILABLE VIA ADDENDUM**

**ITEM 6A. COUNCIL PROCEEDINGS FOR DECEMBER  
10, 2012  
THIS ITEM WILL BE AVAILABLE VIA ADDENDUM**

FOR COUNCIL: December 17, 2012

SUBJECT: Bills and Payroll

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on Thursday, December 13, 2012 by posting via the City's web site.

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

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

Respectfully submitted for Council consideration.

Prepared by, Financial & Budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

(ON FILE IN CLERK'S OFFICE)

**Attachment:** Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org)

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

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

FOR COUNCIL: December 17, 2012

SUBJECT: Council Meeting Dates for Calendar Year 2013

**RECOMMENDATION/MOTION:** That the Council Meeting dates be approved with the exception that the second meeting in December be held on December 16, 2013.

**BACKGROUND:** The Open Meeting Act (OMA) requires that public notice be given of the regular schedule of meetings at the beginning of the calendar or fiscal year. The City has a history of preparing this list on the calendar year basis. City staff is currently in the process of preparing the Annual List of Meetings.

The Council’s second meeting in December would fall on Monday, December 23, 2013, (the City’s Christmas holidays will be Tuesday and Wednesday, December 24 and 25, 2013). It is recommended that this meeting be moved to December 16, 2013. The OMA allows for a change to a single regular meeting date.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk  
Financial & Budgetary review by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales  
City Manager

**Attachment:** Attachment 1. Proposed Annual List of Meeting for the City Council

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

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



# *Council Meeting Date*

*(Second and Fourth Mondays of each month. 7:00 p.m. Prevailing Time)*

*January 14, 2013*

*January 28, 2013*

*February 11, 2013*

*February 25, 2013*

*March 11, 2013*

*March 25, 2013*

*April 8, 2013*

*April 22, 2013*

*May 13, 2013*

***May 28, 2013 (Tuesday)***

*June 10, 2013*

*June 24, 2013*

*July 8, 2013*

*July 22, 2013*

*August 12, 2013*

*August 26, 2013*

*September 9, 2013*

*September 23, 2013*

*October 14, 2013*

*October 28, 2013*

***November 12, 2013 (Tuesday)***

*November 25, 2013*

*December 9, 2013*

***December 16, 2013 (Monday)***

FOR COUNCIL: December 17, 2012

SUBJECT: Purchase of replacement parts for Video Technology Systems for the U.S.  
Cellular Coliseum

**RECOMMENDATION/MOTION:** That the purchase of replacement parts for the U.S. Cellular Coliseum video technology systems, including video board, fascia, and outdoor marquee from Barco Media & Entertainment, 11101 Trade Center Drive, Rancho Cordova, CA 95670 (sole source provider) in the amount of \$30,000 be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.

**BACKGROUND:** The current video system has been in the Coliseum since 2006. It was purchased through Barco Media & Entertainment. Barco Media & Entertainment has informed CIAM that the current video technology system in the US Coliseum is reaching what industry refers to their end of live. In a few months, Barco will not guarantee replacement components or parts to maintain and/or be available for video technology equipment. The Coliseum generates over \$100,000 of revenue from the video technology systems, through sold sponsorships for use of technology. Video technology is major component of the Coliseum entertainment experience for its patrons. However, Barco is allowing their customers to purchase and stock components and parts that are currently in their inventory to have on site for replacement damaged components.

After reviewing the history of failed parts, CIAM recommends the purchase of the following parts:

- 23 BME K ROAL SMPS KIT
- 1 BME LDLITE RESYNC BC CPL
- 11 BME L SLITE POWER DIST KIT
- 10 BME L SLITE INTERNAL FAN KIT
- 6 BME K SLITE EXTERNAL FAN KIT
- 2 BPS K SMP + FAN CPL ILITE
- 4 BME K FAN +MNT PLT ILITE
- 1 BME K RESYNCR ILITE

These parts come to a total of \$30,000.

The City's Purchasing Agent did not release bids for this project. This is sole source purchase. CIAM requested and received a quotation from Barco Media & Entertainment. Quotation was received on November 21, 2012

To complete this project CIAM has requested to reallocate funds from the approved FY 2013 Budget; Line Item: security fence project of \$30,000 to pay for this project. It is Staffs understanding that the City's Auditors is satisfied with the security equipment that has been installed and therefore the fencing will not be needed in FY 2013.

<b>Company</b>	<b>Amount of Bid</b>	<b>Location</b>
Barco Media & Entertainment*	\$30,000	Rancho Cordova, CA

*\*Barco Media & Entertainment is a sole source for this equipment.*

If the purchase is approved, CIAM anticipates the replacement components and parts should be received by February 2013.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A**

**FINANCIAL IMPACT:** The FY 2013 Budget appropriated \$30,000 for a security fence. This fence will not be purchased in FY 2013 and will be budgeted in a future year. The purchase will be made out of budget line item 57107110-71190(Other Supplies). Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise and Other Funds Budget Document on page #378. When budgeted in the City’s old accounting system the line item account was 56110-72140 (Capital Outlay Equipment Other Than Office). A transfer of the budget amount of \$30,000 from account 72140 to 71190 will be processed by the City’s Finance Department for proper recording of this purchase upon Council approval of this item.

Respectfully submitted for Council consideration.

Prepared by: John Butler, President of Central Illinois Arena Management  
Reviewed by: Barbara J. Adkins, Deputy City Manager  
Financial & Budgetary review by: Timothy Ervin, Chief Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Sole Source letter  
Attachment 2. Letter from CIAM

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

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

11/30/2012

Phil Charleston  
US Cellular Coliseum

This is to formally state that the Barco components are proprietary and can only be purchased by Barco as they are manufactured by and for Barco products only. Please not that do to the propriety nature of the Barco products and the components are not available by OEM or other sources then Barco.

Regards,



Paul Johnston  
Director – Global Customer Service  
Barco Inc, LiveDots Division



November 28, 2012

Mr. David Hales  
City Manager  
City of Bloomington  
109 East Olive Street  
Bloomington, IL 61701

Dear Mr. Hales:

A few months back, I emailed you to let you know of a letter CIAM received in regards to the U.S. Cellular Coliseum's Video Technology System the city purchased from BARCO (Live Dots) in 2006. BARCO notified us that they would not be renewing any more Extended Warranty plans on our type of system and were declaring ALL of our video technology as "End of Life" status.

Since 2006, the building has purchased an "Extended Warranty" program (averaged about \$8,000 per year) from BARCO allowing us to switch out components when they failed. (BARCO would send us replacement parts and we would ship broken parts back at no additional charge.) The Extended Warranty did not cover labor and install charges on each repair that was needed during the course of the agreement.

Moving forward, BARCO will not guarantee components or system parts to replace broken parts, to allow us to operate all of our video system as we currently do. We have hundreds of thousands of dollars in revenue tied into sponsorship elements with our video system on the outside of the building and inside (Outdoor Marquee, Ribbon Boards, Video Board, Concourse TV's) in addition to the building tenants.

However, BARCO is allowing customers to purchase and stock parts to have on site to replace damaged components. There is no guarantee on the time that these parts will eventually run out, possibly less than a year. We feel for a \$30,000 purchase of selected parts that we historically have seen fail...we can continue to operate our video board system for at least another three to four more years, depending upon parts supply. A new Video Board system as we currently have in house is anywhere between a \$1.5-2 million dollars.

We would like to request Capital Improvement Funds that were approved this fiscal year for a dock fence system and transfer that amount to purchase as soon as possible this four year supply of replacement parts.

I have attached the letter from Paul Johnston with BARCO and the list of replacement parts BARCO and Phil Charleston (CIAM In-House Video) came up with from a historical purchase history.

I am available to discuss in detail at your earliest convenience.

Thanks for your time.

Sincerely,  
Bart Rogers  
General Manager  
U.S. Cellular Coliseum

FOR COUNCIL: December 17, 2012

SUBJECT: Amendment to Evergreen Lake/Comlara Park Lease Agreement between the City and McLean County

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

**BACKGROUND:** On May 29, 2012 the City Council approved a contract between the City and Corn Belt Energy Corporation (CBEC) in which the City agreed to sell to CBEC 0.75 acres of City-owned vacant land located near Evergreen Lake in Comlara Park. In an effort to meet a growing demand for electricity in that area, CBEC requested to purchase the land for purposes of building an electric substation.

The City and McLean County entered into a Lease Agreement in 1972 for certain property located in McLean and Woodford counties - Evergreen Lake and Comlara Park. By agreement the City entrusted the County with the responsibility of, among other things, developing the facilities needed for the region's population to enjoy a wide variety of water related and other types of recreation. The County assumes all responsibility for the maintenance and supervision of the leased premises; make and enforce rules and regulations governing the use of the premises by the public; and use all reasonable care to keep the premises safe from damage or destruction. Although the City retains the right to enter the premises at any time for any purpose related to the use of the waters of Evergreen Lake, primary use and regulation of the premises is the sole responsibility of the County. The Lease Agreement will expire on January 1, 2032.

The attached amendment releases the CBEC substation site from the Lease Agreement property description. In all other respects, the provisions of the Lease Agreement are the same.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by, Legal review by: Rosalee Dodson, Assistant Corporation Counsel  
Reviewed by: Craig Cummings, Director of Water  
Financial & Budgetary review by: Timothy Ervin, Chief Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachment:** Attachment 1. Amended Lease Agreement

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

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

## SECOND AMENDMENT TO LEASE AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of November, 2012, by and between the City of Bloomington, a municipal corporation (“Lessor”) and the County of McLean, a body politic and corporate (“Lessee”).

**WHEREAS**, Lessor and Lessee entered into a Lease Agreement, dated August 28, 1972, for certain property situated in McLean and Woodford Counties commonly referred to as Evergreen Lake and Comlara Park, a copy of which Lease Agreement is attached hereto and incorporated herein by reference; and

**WHEREAS**, Corn Belt Energy Corporation (“CBEC”), the largest energy cooperative in Illinois providing power to over 33,000 households and businesses in eighteen (18) counties throughout central Illinois, including McLean County, requested to purchase from the City 0.75 acres of land in Comlara Park for purposes of building an electric substation in an effort to meet a growing demand for electricity in that area; and

**WHEREAS**, after lengthy negotiations, all parties agreed on a site that would involve minimal power line installation and native tree removal; and

**WHEREAS**, the Bloomington City Council approved the sell of said property to CBEC on May 29, 2012; and

**WHEREAS**, the Lease Agreement includes the aforescribed property, Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, Lessor has requested Lessee to amend the Lease Agreement by releasing the property described on Exhibit A.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants each party has given to the other and other good and valuable consideration the sufficiency of which is hereby acknowledged, Lessor and Lessee do agree as follows:

1. The property described on Exhibit A shall be and is hereby released from the Lease Agreement between Lessor and Lessee dated August 28, 1972. Lessee shall execute a release in proper form for recording and deliver same to Lessor upon the execution of this Agreement.

2. In all other respects, the parties confirm and reaffirm the terms and provisions of the Lease Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date first written above.



County of McLean

City of Bloomington, Illinois

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

## **EXHIBIT A**

Part of the Southeast Quarter of Section 1, Township 25 North, Range 1 East of the Third Principal Meridian, Kansas Township, Woodford County, Illinois, described as follows:

Commencing at a stone marking the West quarter corner of said Section, said corner being at Illinois State Plane West Zone (North American Datum of 1983, CORS 96 EPOCH 2002.000) coordinate 1454875.735 North and 2602492.284 East (U.S. Survey Feet); thence South 67 degrees 04 minutes 11 seconds East (grid bearing based upon said Illinois State Plane West Zone) a distance of 3,766.28 feet (all distances in this description are horizontal ground distances) to a 5/8 inch rebar with orange cap stamped "Miller 35003628" (hereafter referred to as a "capped rebar" also being the Point of Beginning being at coordinate 1453408.328 North and 2605961.016 East; thence North 54 degrees 37 minutes 05 seconds East a distance of 211.23 feet to a "capped rebar"; thence South 35 degrees 22 minutes 55 seconds East a distance of 114.66 feet to a "capped rebar"; thence South 54 degrees 37 minutes 05 seconds West a distance of 211.23 feet to a "capped rebar"; thence North 35 degrees 22 minutes 55 seconds West a distance of 114.66 feet to the Point of Beginning, containing 0.556 acres, more or less.

FOR COUNCIL: December 17, 2012

**SUBJECT:** Lake Bloomington Lease Transfer Petition for Lot 2, Block 3 of Camp Kickapoo from Carol Anne and Richard Hatzler to Benwood Forest, Inc. This address is commonly known as 25110 Ron Smith Memorial Highway, Hudson, Illinois

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

**BACKGROUND:** Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 2, Block 3 of Camp Kickapoo from Carol Anne and Richard Hatzler to Benwood Forest, Inc. This address is commonly known as 25110 Ron Smith Memorial Highway, Hudson, Illinois, The sewage disposal system inspection was completed in November of 2012 and the septic system was functioning properly at that time. The age of the sewage disposal system is unknown but it appears to be in the range of 20-30 years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. The sewage disposal system is a surface discharging system, meaning the system effluent, following treatment, directly discharges to an evaporation trench which eventually leads to the Lake Bloomington Reservoir. The effluent flows slowly through the evaporation trench where a small amount leaches into the ground, some evaporates and anything left flows into Lake Bloomington Reservoir. If there were a problem with the system, it would back up into the home and poses little threat to the reservoir.

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

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. The current lake lease formula generates about \$500 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

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

Respectfully submitted for Council consideration,

Prepared by: Craig Cummings, Director of Water  
Financial & Budgetary review by: Timothy Ervin, Chief Budget Officer  
Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Transfer Petition  
Attachment 2. New Lease Agreement  
Attachment 3. Map

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

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

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 2 Block 3 of Camp Kickapoo

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

From: RICHARD F. HATZER & CAROL ANN HATZER (Sellers Name)

To: \_\_\_\_\_ (Buyers Name)

X Richard Hatzzer  
X Carol Ann Hatzzer (Signatures of Seller)

\*\*\*\*\*

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

Now comes Bennett-Stephen Benwood Forest, Inc (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of Richard Hatzzer Carol Ann Hatzzer (Seller) In and

to the Lease made on the (Date) Jan 11, 2010 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging and that the said (Seller)

Richard Hatzzer Carol Ann Hatzzer has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,

Stephen E Bennett  
Benwood Forest, Inc. acts President  
(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 2  
BLOCK 3 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Richard & Carol Hatzzer in and to the premises known as Lot 2 Block 3 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Mayor

LAKE BLOOMINGTON LEASE

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

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Stephen Bennett, President

Bonwood Forest, Inc.

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

WITNESSETH

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

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

Lot 2 in Block 3 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

(22) 08 06 353 002

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

3. RENT.

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

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

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

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

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

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

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

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



15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

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

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

City

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

Lessee Name and Mailing Address

Binwood Forrest, Inc.  
c/o Stephen Bennett  
25110 Row Smith Memorial Highway  
Hudson, IL 61748

Lessee Billing Address

Bennett Electronic Office Co., Inc  
c/o Stephen Bennett  
7 Industrial Ct  
P.O. Box 12  
Pontiac, IL 61764

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

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

Its Mayor

Stephen E. Bennett

Attest: \_\_\_\_\_

Binwood Forrest, Inc

as its President

\_\_\_\_\_  
City Clerk



25124

25110

25098

25090

Lot 2 Block 3 of Camp Kickapoo,  
commonly known as 25110 Ron  
Smith Memorial Highway

Ron Smith Memorial Hwy

FOR COUNCIL: December 17, 2012

**SUBJECT:** An Ordinance Amending Chapter 6, Section 4F of the Bloomington City Code to provide for the City Council to give final approval to all applications for change of license classification and further providing for notice to be given to property owners located within 500 feet of the premises requesting the change

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

**BACKGROUND:** At present, the Bloomington City Code provides that when a liquor license holder applies for a change of license classification (for example, from a Class T, Tavern, to a Class R, Restaurant, classification), the Liquor Commission shall hear evidence from all interested parties and determine whether to grant the requested change. The Code presently does not have any provision that owners of property located near the business requesting the change be notified of the hearing where the change will be considered.

The proposed ordinance provides that, after conducting a hearing on the requested change, the Commission rule as to whether the change should be approved and, if approved, forward its recommendation to the City Council for consideration. This is the same procedure presently in place for creation of new licenses. The ordinance would require the Council to apply the same standards and consider the same factual criteria as it does when ruling on creation of new liquor licenses. It would thus give uniformity to the procedures and standards applied to both applications for creation of new licenses and change in classification of existing ones.

The ordinance would require property owners within 500 feet of the business requesting the change be notified of the hearing where the change will be considered. Staff believes it is appropriate the owners of properties adjacent to a business requesting a change in its liquor license classification have an opportunity to attend the hearing on the application and provide input regarding the proposed change. In practice, once a hearing has been set on an application for change of license classification, City staff has typically sent out notices to nearby property owners.

The proposed ordinance codifies this procedure, making it a requirement, and specifying the distance within which property owners will receive notice.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** No community groups or interested persons have been contacted as there are none that are particularly affected by the contemplated change, which is mainly intended to clarify procedure and provide for increased public notice and input in liquor license related decisions.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by, Legal review by: George Boyle, Assistant Corporation Counsel  
Financial & Budgetary review by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Amended Ordinance

---

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

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

ORDINANCE NO. 2012-

AN ORDINANCE AMENDING BLOOMINGTON  
CITY CODE CHAPTER 6

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

SECTION 1. That Bloomington City Code Chapter 6, Section 4F shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 4F CHANGE OF LICENSE CLASSIFICATION.

(a) Applications. Any licensee may apply ~~to the Liquor Commission~~ for a change in ~~his~~ license classification by filing said application with the ~~Mayor~~ City Clerk. The fee due upon the filing of said application shall be the same as the fee required for filing an application for creation of a new liquor license set forth in Section 3 of this Chapter. ~~The Mayor shall, upon receipt of an application, schedule a hearing thereon.~~ The Mayor, upon receipt of an application, shall schedule a hearing thereon before the Liquor Commission. Notice of the hearing shall be given not less than seven (7) days prior to the hearing:

1. By publication in a newspaper published in the City; and
2. By mailing notice to occupants of the properties which are located within 500 feet of the proposed premises. Defects in the giving of such notices provided for in this subsection shall not be grounds for challenge to any decision to issue or not to issue a change in license classification absent a showing of substantial prejudice stemming from such defects. The Clerk shall send notice of such application to the Department of Planning and Code Enforcement, Fire and Police Departments of the City and the McLean County Health Department. These departments shall inspect the premises sought to be reclassified and report their findings to the Liquor Commission.

(b) Hearing and Decision. The Liquor Commission shall receive any and may require such evidence as it may deem necessary to make findings based upon the standard and factual criteria outlined in Section 4B of this Chapter. Based upon said criteria, the Commission shall decide whether to approve or disapprove the application. If the application is approved, it shall be forwarded to the City Council for consideration. ~~after hearing evidence from all interested parties, shall determine whether to grant the requested change of classification upon the factual criteria enumerated in items (1) through (11) of Section 4B of this Chapter. The change shall not be allowed if, on the basis of said criteria, the Commission determines that the change would be detrimental to the City.~~

(c) The City Council shall not allow a change in license classification unless it finds that the change in classification is necessary for the public convenience of residents of the City

of Bloomington and is in the best interests of the City of Bloomington. In deciding whether the change of license classification should be granted, the City Council shall consider the factors set forth in Section 4B of this Chapter and may impose such conditions upon the reclassified license as provided in Section 4C of this Chapter. No change of license may be allowed if, on the basis of said criteria, the Council determines that the change would be detrimental to the City.

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

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

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

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

PASSED this 17<sup>th</sup> day of December, 2012.

APPROVED this \_\_\_\_\_ day of December, 2012.

APPROVED:

STEPHEN F. STOCKTON  
Mayor

ATTEST:

TRACEY COVERT  
City Clerk

SUBJECT: Report

**RECOMMENDATION/MOTION:** That the report be received and placed on file.

**BACKGROUND:** The following report should be received and placed on file with the City Clerk:

1. 2011 City of Bloomington Audit for Motor Fuel Tax.

This report is prepared by the Illinois Department of Transportation, (IDOT). It is based upon documents filed by the City with IDOT and IDOT's records. It covers the 2011 calendar year. IDOT has abbreviation for the use of MFT funds. The following are listed in the report: AC – Agency Credit, BD – Building Demolition, BR – Bridge, BT – Bike Trails, PV – Pavement, RP – Rigid Pavement, RS – Resurfacing, SP – Safety Project, TL – Traffic Signals and WR – Widening and Resurfacing.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk  
Financial & Budgetary review by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales  
City Manager

**Attachment:** Attachment 1. 2011 MFT Audit Report

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

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



Agency: CITY OF Bloomington	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2011
	Audit Number: 73
	Date: March 8, 2012






Auditor's Certificate

CITY OF Bloomington


Audit Report No. 73

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the City of Bloomington for the period beginning Jan. 1, 2011 and ending Dec. 31, 2011, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the City Clerk and City Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the City Council maintained by the City Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.

  
Auditor

REVIEWED AND APPROVED BY

  
District Local Roads and Streets Engineer

Date: 3/8/12



CITY OF Bloomington

Audit Report No. 73

Audit Period: Jan. 1, 2011 to Dec. 31, 2011

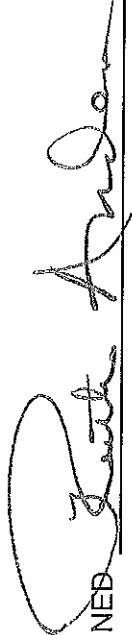
Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2011

The other receipts to the Motor Fuel Tax Fund were \$327,785.01 received as follows:

Interest 2011	2,192.01
Reimbursement	
2012 IJN Program	325,593.00

Total received: \$327,785.01

Final Reports (BLR13510) are on file sections: 93-00295-00-PV; 93-00295-02-PV; 96-306-00-SP; 96-00313-03-WR; 02-00326-00-00-BT; 05-00331-00-TL; 06-00334-00-SW; 08-00340-00-RS; 08-00342-00-TL; 09-00345-00-RS; 09-00343-00-RS. Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 



**Illinois Department  
of Transportation**

**Fund Balance and Bank Reconciliation -**

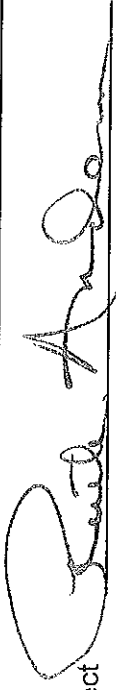
CITY OF Bloomington

Audit Report No. 73

Audit Period Jan. 1, 2011 - Dec. 31, 2011

Date: March 8, 2012

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	9,783,772.15	(6,838,398.27)	2,945,373.88	
Allotments	1,899,893.58	0.00	1,899,893.58	
Total MFT Funds	11,683,665.73	(6,838,398.27)	4,845,267.46	
Approved Authorizations	(6,540,932.71)	6,540,932.71	0.00	
Other Receipts		327,785.01	327,785.01	
Total	5,142,733.02	30,319.45	5,173,052.47	
Disbursements		1,374,100.40	1,374,100.40	
Surplus (Credits)	328,595.90	(328,595.90)	0.00	
Unexpended Balance	5,471,328.92	(1,672,376.85)	3,798,952.07	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2011				
Deduct Outstanding Warrants				
Add Outstanding investments				
Additions			3,798,952.07	
Subtraction's				
Net Balance in Account Dec. 31, 2011			3,798,952.07	

  
 Certified Correct  
 Auditor



Summary of Motor Fuel Tax Fund Transactions  
By Sections and Categories

CITY OF Bloomington

Audit Period: January 1, 2011 - December 31, 2011

Audit Report No. 73

Section	Balance	Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
Construction						0.00			0.00		0.00
82-0240-00-PV						0.00			0.00		0.00
ENG	(25,074.00)					(25,074.00)			(25,074.00)	141,585.40	141,585.40
92-00283-00-RP	(398,268.16)					(398,268.16)			(398,268.16)	3,111,666.37	3,111,666.37
ENG	(19,616.27)					(19,616.27)			(19,616.27)	165,130.36	165,130.36
ROW	(95,725.00)					(95,725.00)			(95,725.00)	95,725.00	95,725.00
93-00295-00-PV	(1,227,647.46)		1,831,235.35			603,587.89	603,587.89		0.00	1,227,647.46	1,831,235.35
ENG	12,592.96					12,592.96			12,592.96	815,265.07	815,265.07
ROW	(658,772.88)					(658,772.88)			(658,772.88)	1,349,578.62	1,349,578.62
93-00295-02-PV	(30,438.92)					(30,438.92)			(30,438.92)	566,855.75	566,855.75
ENG	(85,091.98)					(85,091.98)			(85,091.98)	3,504,611.87	3,504,611.87
ROW	(217,927.33)			160,052.33		(57,875.00)			(57,875.00)	734,788.50	734,788.50
93-00295-03-PV	2,000.00		11,301.54	(11,301.54)		2,000.00			2,000.00	0.00	0.00
ENG	(91,791.82)		104,094.99			12,303.17	5,427.37		6,875.80	345,462.06	350,889.43
ROW	(369,233.67)		1,750.00	(160,052.33)		(527,536.00)			(527,536.00)	379,100.37	379,100.37
96-00306-00-SP	(55,593.99)		47,490.32			(8,103.67)			(8,103.67)	98,631.09	98,631.09
96-00313-03-WR	(244,215.44)		244,215.44			0.00			0.00	244,215.44	244,215.44
96-00314-00-RP	(113,087.60)					(113,087.60)			(113,087.60)	2,763,087.60	2,763,087.60
99-00319-00-BR	(959,842.87)		1,113,000.00			153,157.13			153,157.13	959,842.87	959,842.87
97-00315-00-RP	(328,064.96)			73,146.80		(254,918.16)			(254,918.16)	3,042,141.55	3,042,141.55
ENG	100,000.00			(100,000.00)		0.00			0.00	134,751.00	134,751.00
ROW						0.00			0.00	55,627.50	55,627.50
02-00325-00-BR	(25,053.14)					(25,053.14)			(25,053.14)	125,179.00	125,179.00
ENG						0.00			0.00	150,870.48	150,870.48
81-00230-00-PV						0.00			0.00	0.00	0.00
97-00315-00-TL						0.00	143,011.23		(143,011.23)		143,011.23
						0.00			0.00		0.00
						26,853.20			26,853.20		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
TOTALS	(4,830,852.53)		3,353,087.64	(11,301.54)	0.00	(1,489,066.43)	752,026.49	0.00	(2,241,092.92)	20,011,763.36	20,763,789.85



Summary of Motor Fuel Tax Fund Transactions  
By Sections and Categories

CITY OF Bloomington

Audit Period: January 1, 2011 - December 31, 2011

Audit Report No. 72.

Section	Balance Audit	Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
02-00326-00-BT	(16,549.96)		16,549.96			0.00			0.00	16,549.96	16,549.96
02-00328-00-PV(e)				(45,135.33)		(45,135.33)			(45,135.33)		0.00
02-00328-00-TL	393,722.74			45,135.33		438,858.07			438,858.07	357,704.15	357,704.15
ENG						0.00			0.00	10,008.85	10,008.85
03-00327-00-TL	(11,927.02)					(11,927.02)			(11,927.02)	11,927.02	11,927.02
03-00330-00-TL	(69,372.08)					(69,372.08)			(69,372.08)	189,372.08	189,372.08
						0.00			0.00		0.00
05-00332-00-PV	(2,192,705.18)		2,774,597.66			581,891.48			581,891.48	2,193,803.51	2,193,803.51
ENG				(24,363.26)		(24,363.26)			(24,363.26)	158,065.65	158,065.65
06-00336-00-PV						0.00			0.00		0.00
ENG						(41,449.96)			(41,449.96)		
07-00339-00-BD	(2,621.05)					(2,621.05)			(2,621.05)		
08-00340-00-RS	(60,984.49)		60,984.49			0.00			0.00	60,984.49	60,984.49
08-00342-00-TL	(22,784.30)		32,439.83			9,655.53			(2,784.30)	22,784.30	32,439.83
09-00345-00-RS	(215,352.74)		204,051.20	11,301.54		0.00			0.00	278,686.12	278,686.12
09-00344-00-RS	46,000.00					46,000.00			15,549.01		30,450.99
09-00343-00-RS			99,221.93			99,221.93			0.00		99,221.93
						0.00			0.00		0.00
10-00346-00-RS	142,634.66					142,634.66	276,809.66		(134,175.02)	377,365.34	654,175.02
ENG						(19,500.00)			(19,500.00)	19,500.00	19,500.00
10-00347-00-PV						0.00			0.00		0.00
ENG						84,705.00	74,635.78		10,069.22		74,635.78
						0.00			0.00		0.00
11-00348-00-PV						0.00			0.00		0.00
ENG						0.00	92,100.00		(92,100.00)		92,100.00
06-00336-00-PT						0.00			0.00		0.00
ENG						0.00	8,181.49		(8,181.49)		8,181.49
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
TOTALS	(2,010,548.64)		3,187,845.07	11,301.54	0.00	1,188,597.97	622,073.91	0.00	566,524.06	3,813,158.27	4,435,232.18



# MEMORANDUM

TO: City Manager, Liquor Commission, and City Council

FROM: George Boyle, Assistant Corporation Counsel

RE: Restaurant Class Licenses/Tangible Items

Date: December 11, 2012

Issue: Whether tickets to sports and entertainment events are counted as “tangible items” within the meaning of the Restaurant License classifications in the Bloomington Liquor Code.

Background: Chapter 6, Section 7A of the Bloomington City Code provides that restaurant licenses “shall be issued and renewed only if the Liquor Control Commissioner believes the licensee will have and maintain gross sales on the premises of all types of alcoholic liquor in an amount less than the gross sales of all types of tangible items, excluding services and rentals.” In recent meetings of the Liquor Commission, the issue has arisen as to whether tickets to sports and other entertainment events are “tangible items” as that phrase is used pertaining to Restaurant Class liquor licenses. This memo considers the meaning of the word “tangible” and past practice in the City of Bloomington and determines that they are.

Analysis: The context of the word “tangible” as it appears in Section 7A of the Bloomington Liquor Code requires that the legal meaning of the term be applied in construing the ordinance. In the legal sense, “tangible” means “that (which) can be valued monetarily; tangible property.” American Heritage Dictionary of the English Language, 4<sup>th</sup> Edition, Copyright 2000.

Tickets to sports and entertainment events are tangible property within the meaning of the ordinance not merely because they can be touched, but because they can be monetarily valued.

Examination of past practice in Bloomington shows that tickets to sports and entertainment events have been treated as tangible items for valuing gross sales. Restaurant licenses have been created for such venues as the U.S. Cellular Coliseum, Bloomington Center for the Performing Arts and Castle Theater. Each of these venues focuses primarily on providing entertainment rather than food and alcohol. Each venue’s ticket sales are the primary source of its gross sales. In each venue, alcohol sales are ancillary to the venue’s primary focus on entertainment.

Although tickets to sports and entertainment events may be counted as gross sales for purposes of establishing the proportion of sales needed for the creation or maintenance of a Restaurant Class license, it does not necessarily follow that every applicant for a liquor license who claims that their business will sell tickets to sports and entertainment events in an amount greater than its gross sales of alcohol is entitled to such a license. As stated above, Section 7A provides that restaurant licenses will be issued and renewed “only if the Liquor Control Commissioner believes the licensee will have and maintain” gross sales of alcohol in an amount less than the gross sales of tangible items. This requires that a restaurant license applicant or holder may be

required to provide enough evidence to the Liquor Commissioner to indicate that their required proportion of revenues necessary for a restaurant license will be met. Moreover, Chapter 6 of the Bloomington City Code (hereinafter, “the Code”) provides standards for creation, factual criteria and the ability to place conditions on liquor licenses that allow the Commission and, ultimately, the City Council, to decide not only whether a license is created, but also the kind of license created and the manner under which it will operate.

Section 4B(a) of the code provides that the City Council shall not create a new license unless it finds that “creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington.” Section 4B(b) of the code lists factual criteria that the City Council shall consider in making its determination. (A copy of Section 4B is attached hereto in its entirety.) The 23 factors listed generally require an examination of the nature of the business, its location, potential effect on the neighborhood, compliance with applicable law and the recommendation of the Liquor Commission. Some of the factors specifically pertinent to an analysis of entertainment-related licenses are the following:

(2) Whether most of the establishment’s anticipated gross revenue will be from sale of alcohol or other resources;

(3) The character and nature of the proposed establishment;

(4) The general design, layout and contents of the proposed establishment;

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to:

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment;

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran’s and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities;

(d) the hours of operation of the proposed establishment;

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran’s and their wives, or any military or naval station;

...

(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;



...

(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;

(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;

(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;

Factors such as those enumerated above give the Commission and Council the authority to consider such things as whether the venue focuses primarily on providing entertainment rather than food and alcohol (Factors 2, 3, 4, and 9), whether the business's ticket sales are the primary source of its gross sales and whether the sale of alcohol is ancillary to the venue's focus on entertainment (Factors 2, 3, and 4), as well as the effect having entertainment at the venue will have on the surrounding neighborhood (Factor 5).

Similarly, Section 4C provides that, upon the creation of a license, the Council may impose conditions on how a license is operated involving such things as restricting the hours of sale, requiring sound barriers and the hours entertainment is offered.

In the future, it may be beneficial to revise and clarify liquor license classifications. However, at present, the statutory scheme is in place to provide for control of the creation, maintenance and renewal of restaurant licenses, whether the sales from said licensees are based primarily on sales of food, tickets to entertainment events or other tangible items.

GB:js

FOR COUNCIL: December 17, 2012

SUBJECT: Wirtz Beverage Property Tax Abatement

**RECOMMENDATION/MOTION:** That the proposed property tax abatement be approved, the Resolution adopted and the Agreement executed.

**BACKGROUND:** Wirtz Beverage Illinois is an affiliate of Chicago-based Wirtz Corporation, which has interests in banking, real estate, insurance, sports, entertainment and wholesale distribution. The project in question would build a new mid-state headquarters facility for Wirtz Beverage Illinois on the west side of Bloomington-Normal, just north of IL-9.

This facility would serve several functions. First, it would serve as a warehouse facility for the company's distribution of wine, spirits and beer to many customers in the Bloomington/Normal area as well as other downstate communities. Secondly, the facility would serve as a sales headquarters, wherein representatives from all around the region could gather for regular meetings. Lastly, the facility would include office space in order to support operations.

In all, this new-construction project would invest a minimum of \$7.25 million into taxable property in Bloomington-Normal and would locate at least 120 jobs here. These jobs would carry an average wage of \$46,100, which is significantly higher than the area per-capita income level of \$28,167.<sup>1</sup> Further, this project would fall into the category of logistics and warehousing – one of five industries specifically targeted as part of the new five-year strategic plan for economic development in the twin cities.

Wirtz is requesting a five-year freeze on the real taxes owed on the site in question. The freeze, if approved by the taxing bodies, would allow Wirtz to pay the same amount of taxes as was owed on the site in 2011 and hold that amount steady for the next five years while the company invests into the site. After the period of five years is over, the company's taxes will rise to take into account the new investment. At that point, all taxing bodies would begin to collect the full amount of post-investment taxes.

This incentive is necessary in order to make the project financially viable. The company has options to either build fresh in Peoria or upgrade an existing facility in Peoria to accommodate the project. The company has indicated their preference to locate in Bloomington Normal if they can make the project feasible.

As proposed, this arrangement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes throughout the next five years. Simultaneously, this would allow Wirtz to realize the economic benefits of their new investment for five years before paying the full amount of property taxes on that investment.

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<sup>1</sup> US Census Bureau, American Community Survey 5-year estimate for McLean County, Table B19301

The amount of abated tax will vary from taxing body to taxing body based on the size of each taxing body's specific levy (an estimate of said breakdown is provided within the Financial Impact section of this memo). If one or more taxing bodies choose not to participate, this will have no effect whatsoever on taxing bodies that do choose to participate. The EDC believes that most of the taxing bodies affecting the property will support this conservative, limited-term tax incentive.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Economic Development Council for the Bloomington-Normal Area: the EDC supports this project because it will support job growth in Bloomington-Normal and will increase the property tax base through new investment. The total proposed incentive package to Wirtz is both reasonable in size and will be effective in winning the project. They strongly encourage local leaders to support this ordinance.

**FINANCIAL IMPACT:** The tables below was provided by the EDC and demonstrates the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel.

<b>Project Assumptions:</b>	
Current EAV on property:	\$5,195
New Construction on Building:	\$7,250,000
EAV Increase on Building:	\$2,416,667 estimated @ 1/3 new investment cost
Final EAV after Project:	\$2,421,862

<b>Taxing Body</b>	<b>Tax Rate 2011</b>	<b>Real Tax 2011</b>	<b>Est. Future Tax (same rate)</b>	<b>Abatement (per year)</b>
McLean County	0.91571	\$48	\$22,177.23	\$22,130
City of Bloomington	1.05955	\$55	\$25,660.84	\$25,606
BN Water Reclamation Dist.	0.1639	\$9	\$3,969.43	\$3,961
BLM-NRM Airport Authority	0.15486	\$8	\$3,750.49	\$3,742
CUSD Unit 5 Normal	4.73499	\$246	\$114,674.91	\$114,429
City of Bloomington Township	0.14328	\$7*	\$3,470.04	\$3463
City of Bloomington Library	0.25073	\$13	\$6,072.33	\$6,059
Heartland Community College	0.47584	\$25	\$11,524.19	\$11,499
<b>Total</b>	<b>7.89886</b>	<b>\$403</b>	<b>\$191,299</b>	<b>\$190,890</b>

<b>Value of abatement after 5 years:</b>	<b>% of Project Costs</b>
<b>\$954,448</b>	<b>13.16%</b>

*\*Estimated based on township levy existing EAV on property*

There are a number of other ways in which this project will be beneficial to the community outside of the basic jobs and capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below:

- An informal economic impact analysis via IMPLAN shows that the payroll spending associated with this project will support 43.3 additional jobs in the community. This is a very rough estimate derived from using the company’s list of positions and the stock IMPLAN matrix of consumer expenditures.
- The facility will serve as a mid-state sales headquarters, which means the building will be the meeting point for the entire mid-state sales team. This will bring a continual stream of visitors to the facility and will entail opportunities for local firms to provide catering and entertainment for sales meetings.
- As the dispatch point for delivery vehicles, it could be expected that fuel sales near the facility will increase; possibly also an increase in nearby vehicle maintenance services.
- The building project is being designed by a local engineering/architectural firm.
- Local labor may be used in the construction of the facility.
- Employees may ultimately buy or rent housing in the Bloomington-Normal Area.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator  
 Reviewed by: Kathleen Field Orr, Kathleen Field Orr Associates, Chicago, IL  
 Financial & Budgetary review by: Timothy Ervin, Chief Budget Officer  
 Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
 City Manager

**Attachments:** Attachment 1. Resolution  
 Attachment 2. Tax Abatement Agreement

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

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

**RESOLUTION OF THE CITY OF BLOOMINGTON, ILLINOIS, CONDITIONALLY AND PARTIALLY ABATING PROPERTY TAX FOR BLOOM HEARTLAND, LLC AND WIRTZ BEVERAGE ILLINOIS, LLC**

**WHEREAS**, the City of Bloomington (the "City") is a home rule municipal corporation; and

**WHEREAS**, tax abatement is a versatile tool economic developers use for projects related to business retention and attraction; and

**WHEREAS**, the promise of financial assistance can make the difference in a company's decision regarding the location of their project or their eagerness to expand; and

**WHEREAS**, the Economic Development Council of the Bloomington-Normal Area ("EDC"), along with Bloom Heartland, LLC ("Bloom Heartland") and Wirtz Beverage Illinois, LLC, ("Wirtz Beverage") have asked for tax abatements on the part of the local taxing bodies in support of Wirtz Beverage's relocation to Bloomington; and

**WHEREAS**, all parties believe the economic development impact of this project will ultimately be advantageous to the community as a whole, through capital investment and job growth which stimulates retail growth, sales tax generation, diversification and economic vitality; and

**WHEREAS**, Wirtz Beverage wishes to relocate its mid-state headquarters facility to a new facility to be constructed (the "New Facility") on a parcel of land within Interchange West Subdivision, Bloomington, Illinois, which land is defined in the Tax Abatement Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Agreement") as the "Property"; and

**WHEREAS**, the current equalized assessed value of the tax parcel, of which the Property is a part, is described in Exhibit B attached hereto; and

**WHEREAS**, Illinois Statute 35 ILCS 200/18-165(a), in pertinent part, provides that:

*Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:*

(1) *Commercial and industrial.*

(A) *The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]*

**WHEREAS**, Wirtz Beverage is a distributor of spirits, wine, and beer that has an opportunity to relocate its operations; and

**WHEREAS**, an estimated \$7.25 million of investment will be made into the Property during the course of this Agreement; and

**WHEREAS**, Bloom Heartland and Wirtz Beverage are requesting that the City grant their request for said abatement as such abatement is more particularly described in this Resolution, provided Bloom Heartland and Wirtz Beverage satisfy the further terms and conditions set forth herein and in the Agreement; and

**WHEREAS**, the City is willing to grant such an abatement to Bloom Heartland and Wirtz Beverage in accordance with the terms and conditions set forth in this Agreement;

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

**SECTION ONE:** The Agreement is hereby approved and the Mayor is hereby authorized and directed to enter into the Agreement on behalf of the City.

**SECTION TWO:** The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied against the Property that are attributable to an increase in assessed value arising solely from capital improvements made by Bloom Heartland or Wirtz Beverage to the Property after execution of the Agreement and prior to December 31, 2014 ("Eligible Improvements"), beginning with taxes levied in 2014 (payable in 2015) and continuing for taxes levied in 2015 (payable in 2016), 2016 (payable in 2017), 2017 (payable in 2018), and 2018 (payable in 2019), subject however to cancellation and termination as hereafter provided.

**SECTION THREE:** The partial tax abatement provided in Section Two shall terminate immediately upon written notice from the Superintendent that, at any time during the term of the Agreement after December 31, 2014:

1. Wirtz Beverage has failed to employ at least 120 employees at the New Facility;  
or
2. Wirtz Beverage and Bloom Heartland have failed to expend at least \$7.25 million for land acquisition and capital improvements related to the New Facility, including without limitation costs of land acquisition, site work, building construction, furniture, fixtures, and equipment.

In addition, at the sole discretion of the City, the City may terminate the Agreement at any time when Bloom Heartland or Wirtz Beverage is in material breach of this Agreement and has not cured such material breach within 60 days after written notice thereof from the City.

**SECTION FOUR:** The following conditions apply to the ongoing obligation to partially abate real estate taxes set forth in Section One above:

- a. Bloom Heartland and Wirtz Beverage agree, warrant and represent that they shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.
- b. Bloom Heartland and Wirtz Beverage shall provide access to and authorize inspection of the Property upon request of the City to ensure that the improvements are made according to the specifications and conditions of the Agreement. This audit will be the responsibility of the EDC to perform, and will occur no more than once annually.

**SECTION FIVE:** In the event the Agreement is terminated prior to its natural expiration due to Bloom Heartland's or Wirtz Beverage's material breach of any provision of the Agreement, including, but not limited to Wirtz Beverage relocating all or substantially all of the New Facility outside the taxing district, then all taxes abated by the City pursuant to this Ordinance shall be due and payable to the City and the abatement of taxes pursuant to Section Two shall immediately cease.

**SECTION SIX:** Pursuant to the Agreement, the City may extend the date set forth in Section Three a.1. and 2. of the Agreement if Bloom Heartland or Wirtz Beverage reasonably demonstrates the necessity for any such extension(s).

**SECTION SEVEN:** Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

**SECTION EIGHT:** This Resolution shall be in full force and effect upon its passage.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS, THIS  
\_\_\_\_<sup>TH</sup> DAY OF DECEMBER, 2012.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is made this \_\_ day of \_\_\_\_\_, 2012, between the City of Bloomington (the "City") acting herein \_\_\_\_\_, its \_\_\_\_\_, hereunto authorized, Bloom Heartland, LLC ("Bloom Heartland"), a Delaware limited liability company, acting herein by \_\_\_\_\_, its \_\_\_\_\_, hereunto authorized, and Wirtz Beverage Illinois, LLC, ("Wirtz Beverage") an Illinois limited liability company, acting herein by \_\_\_\_\_, its \_\_\_\_\_, hereunto authorized.

WHEREAS, tax abatement is a versatile tool economic developers use for projects related to business retention and attraction; and

WHEREAS, the promise of financial assistance can make the difference in a company's decision regarding the location of their project or their eagerness to expand; and

WHEREAS, the Economic Development Council of the Bloomington-Normal Area ("EDC"), along with Bloom Heartland and Wirtz Beverage, have asked for tax abatements on the part of the local taxing bodies in support of Wirtz Beverage's relocation to Bloomington; and

WHEREAS, all parties believe the economic development impact of this project will ultimately be advantageous to the community as a whole, through capital investment and job growth which stimulates retail growth, sales tax generation, diversification and economic vitality; and

WHEREAS, Wirtz Beverage wishes to relocate its mid-state headquarters facility to a new facility to be constructed (the "New Facility") on a parcel of land within Interchange West Subdivision, Bloomington, Illinois, which land is generally depicted on the survey attached hereto as Exhibit A (the "Property"); and

WHEREAS, Bloom Heartland is the contract purchaser of the Property; and

WHEREAS, Bloom Heartland and Wirtz Beverage intend to enter into a lease agreement pursuant to which Bloom Heartland, as lessor, will lease the New Facility to Wirtz Beverage (the "Lease"); and

WHEREAS, the Property is a portion of a larger parcel designated as tax parcel 13-36-400-012 (the "Tax Parcel"), which is 19.820 acres in size; and

WHEREAS, for purposes of this Agreement, the "Base EAV" of the Property will be deemed to be the 2011 assessed value of the Tax Parcel multiplied by a percentage equal to the ratio of the acreage of the Property to the acreage of the Tax Parcel (19.820 acres); and

WHEREAS, Illinois Statute 35 ILCS 200/18-165(a), in pertinent part, provides that:

*Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:*

- (1) *Commercial and industrial.*



*(A) The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]*

WHEREAS, Wirtz Beverage is a distributor of spirits, wine, and beer that has an opportunity to relocate its operations; and

WHEREAS, an estimated \$7.25 million of investment will be made into the Property during the course of this Agreement; and

WHEREAS, Bloom Heartland and Wirtz Beverage have requested a partial abatement of real estate property taxes for a period of five (5) years based on their improvements to the Property; and

WHEREAS, Bloom Heartland and Wirtz Beverage are requesting that the City grant their request for said abatement as such abatement is more particularly described in this Agreement, provided Bloom Heartland and Wirtz Beverage satisfy the further terms and conditions set forth herein; and

WHEREAS, the City is willing to grant such an abatement to Bloom Heartland and Wirtz Beverage in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED AND OTHER VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION ONE:** The City has adopted a resolution conditionally and partially abating the property taxes for the Property for a period of five years in the form attached hereto as Exhibit B (the "Resolution"). The City agrees to adopt and file any other documents that may be required from time to time to effectuate the abatements, including (if necessary) annual abatement resolutions in the form of Exhibit B. Pursuant to Section Two of the Resolution, the portion of real estate taxes levied against the Property that are attributable to an increase in assessed value arising solely from Eligible Improvements (as defined in the Resolution) will be all real estate taxes levied against the Property, excluding only taxes arising from (i) the Base EAV or (ii) any improvements made after December 31, 2014.

**SECTION TWO:** This Agreement shall become effective upon (i) Bloom Heartland's acquisition of the Property and (ii) the execution of the Lease by Bloom Heartland and Wirtz Beverage and shall be for a term commencing upon the full approval and execution of this Agreement and continuing until the property taxes to be abated pursuant to the Resolution are fully abated.

**SECTION THREE:**

a. This Agreement is subject to early termination by the City immediately if, at any time during the term of this Agreement after December 31, 2014:

1. Wirtz Beverage fails to employ at least 120 employees at the New Facility; or
2. Wirtz Beverage and Bloom Heartland have failed to expend at least \$7.25 million for land acquisition and capital improvements related to the New Facility, including without limitation costs of land acquisition, site work, building construction, furniture, fixtures, and equipment.

b. In addition, at the sole discretion of the City, the City may terminate this Agreement at any time when Bloom Heartland or Wirtz Beverage is in material breach of this Agreement and has not cured such material breach within 60 days after written notice thereof from the City.

**SECTION FOUR:** Bloom Heartland and Wirtz Beverage agree, warrant and represent that they shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.

**SECTION FIVE:** For so long as this Agreement shall remain in full force and effect, Bloom Heartland and Wirtz Beverage agree to provide access to and authorize inspection of the Property upon request of the City to ensure that the improvements are made according to the specifications and conditions of this Agreement. This audit will be the responsibility of the EDC to perform, and will occur no more than once annually.

**SECTION SIX:** In the event this Agreement is terminated prior to its natural expiration due to Bloom Heartland's or Wirtz Beverage's material breach of any provision of this Agreement, including, but not limited to Wirtz Beverage's relocating all or substantially all of the New Facility outside the taxing district, then all taxes abated by the City pursuant to this Agreement shall be repaid to the City within 30 days of City's request. Additionally, any remaining abatement shall be cancelled and the City shall direct the County Clerk to not abate any portion of property taxes on the Property.

**SECTION SEVEN:** The City may extend the date set forth in Section Three a.1. and 2. of this Agreement, if Bloom Heartland or Wirtz Beverage reasonably demonstrate the necessity for any such extension(s).

**SECTION EIGHT:** The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

**SECTION NINE:** This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party its attorney's fees, court costs, and other costs of litigation.

**SECTION TEN:** Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

**SECTION ELEVEN:** Any notice required under this Agreement shall be given to the respective parties as follows:

To Wirtz Beverage and Bloom Heartland:

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

To City:

\_\_\_\_\_

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

With a copy to:

Economic Development Council of the Bloomington/Normal Area  
Attn: Mr. Marty Vanags  
200 West College Ave., Suite 402  
Normal, IL 61761

**City of Bloomington**

**Wirtz Beverage Illinois, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2012

Date: \_\_\_\_\_, 2012

**Bloom Heartland, LLC**

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_, 2012

#11856647\_v

FOR COUNCIL: December 17, 2012

**SUBJECT:** Ordinance Providing for the Submission to the Electors of the City of Bloomington, McLean County, the Question Whether the City of Bloomington Should Have the Authority under Public Act 096-0176 to Arrange for the Supply of Electricity for its Residential and Small Commercial Retail Customers Who Have Not Opted Out of Such Program

**RECOMMENDATION/MOTION:** That the Ordinance be approved and Staff be directed to place the Referendum on the April 9, 2013 City of Bloomington Consolidated Election Ballot.

**BACKGROUND:** The Illinois Power Agency Act, Illinois Compiled Statutes Act 3855, was approved in 2007 and amended in 2010 to allow other companies to supply electricity and bill their services through Ameren/IP. The Act provides the right to municipalities and counties to aggregate the electricity load to an alternative supplier in order to save money. Under the Act, if the City of Bloomington seeks to operate an electricity aggregation program, residential and small commercial customers have the ability to “opt out” of the program if they choose to do so. For those customers that do not “opt out” of the program, they will then purchase electricity from the supplier that is ultimately selected by the City of Bloomington at a likely reduced cost over their current electricity supplier.

State law requires that municipalities seek the approval of their citizens, via a referendum, to engage in an electricity aggregation program. It is believed that by aggregating the entire electricity load from the residential and small commercial customers within a community, it is possible, if not likely, to gain significantly lower prices from an alternative electricity supplier as a result of this bulk purchasing initiative. In 2012 a large number of communities and municipalities pooled their resources together and contracted with Good Energy. By going through the competitive bidding process, these residents and small businesses are paying \$0.0408 kilo-watts/hour to Homefield Energy, the company that serves as the electrical supplier for 24 months, with an option to renew.

The Council will recall approving a similar Ordinance brought before them on December 19, 2011 to seek voter approval to proceed with an electricity aggregation initiative in Bloomington. Since customers of electricity cooperatives are exempt from the aggregation statutes, only those residential and small businesses customers of Ameren/IP within our community would be eligible to participate in an electricity aggregation program. However, all registered voters, irrespective of their electricity provider, are eligible to vote on the ballot question.

Per Council approval of the Ordinance on December 19, 2011, this question was put before the voters of Bloomington in the General Election that occurred on March 20, 2012. Voters in Bloomington defeated the proposed aggregation proposal by a margin of 59.26% to 40.74%. The same question was also defeated by the town of Normal electors. Since then, the Town of Normal voters approved the question at the regular election that was held on November 6, 2012, thus allowing the Town of Normal to engage in an electricity aggregation program. On December 11, 2012, bids from electrical suppliers will be open and approved by the

municipalities and counties that were involved. On December 11, 2012 the McLean County's Executive Board approved taking a proposal for a referendum and the questions of whether to allow citizens living in unincorporated Bloomington to vote on the referendum to the County Board on December 18, 2012.

Several municipalities and counties in Central Illinois participated in the large electricity aggregation program that was coordinated by a company called Good Energy out of New York. Also on December 19, 2011, the Council approved a contract with Good Energy to represent them in a joint purchasing group and engage Good Energy to manage the bidding process on behalf of all of the member communities and counties.

Good Energy is attempting to assemble a large buying consortium for the residential and small commercial customers within the participating municipalities and counties and then put the information out for bid. As of December 11, 2012, Good Energy is representing 400,000 households in many municipalities and counties. It is believed that a buying group of this size is likely to attract low kilo-watts/hour pricing from electricity suppliers that are interested in selling electricity in bulk. Attached is a list of Illinois communities that have signed up with Good Energy. A number of other downstate communities, (a little over 150,000 households), have also committed to participate in the Good Energy buying consortium, assuming their electors approve the same ballot question that will appear on the April 9, 2013 ballot in all of the communities listed.

In order to place a ballot question on the April 9, 2013 ballot, it is necessary for a certified Ordinance be approved by the elected body of the municipality or county no later than January 13, 2013. If that Ordinance is approved, it must then be filed with the office of the Bloomington Election Commission no later than January 22, 2013.

If the City of Bloomington chooses to proceed with a ballot initiative in April, a more aggressive public information campaign will have to take place over last time. The informational campaign will need to assist all voters with the ability to make an informed decision on this ballot question. In accordance with State Statute, the City of Bloomington and its representatives (Staff) have to remain neutral in this election process. However, we are permitted to provide factual information about the ballot initiative should it go before the voters in April. Good Energy has also pledged to magnify its efforts to inform the community on this ballot initiative, including organizing a consortium of organizations and agencies that represent significant populations in the community that would be affected by an electricity aggregation program.

If Council approves the placement of this question on the April 9, 2013 ballot, and if the majority of the voters vote in favor of the program, then bids could be solicited as early as May 2013. This could provide a lower rate of at least \$0.0408 kilo-watts/hour as seen with households in the municipalities and counties that are currently enrolled in an electrical aggregation program for a period of no less than one (1) year. After that time, Good Energy will pool all of its clients into one large pool that would negotiate extension provisions allowing those participating cities and counties to benefit for an even longer period of time from these low rates.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The citizens and small commercial businesses in the City of Bloomington.

**FINANCIAL IMPACT:** Several media ads will be done to give the City of Bloomington's citizens and small business owner's factual information. Dollars are available in Administrations FY13 Budget: 10010010-79910(Community Relations). This account can be found in the FY 2013 General Fund budget book page 145.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager  
Legal review by: J. Todd Greenburg, Corporation Counsel  
Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
Attachment 2. News Release - Illinois Commerce Commission  
Attachment 3. Good Energy list of clients  
Attachment 4. Good Energy – Electricity Deregulation Information

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

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

**ORDINANCE NO. 2012-\_\_\_\_\_**

**A ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, THE QUESTION WHETHER THE CITY OF BLOOMINGTON SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT 096-0176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

WHEREAS, recently, the Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Load by Municipalities and Counties. (Hereinafter referred to as the “Act”); and,

WHEREAS, under the Act if the City of Bloomington seeks to operate the aggregation program under the act as an opt-out program for residential and small commercial retail customers, that prior to an adoption of an ordinance to establish a program, the City of Bloomington must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out aggregation program for residential and small commercial retail customers; and,

WHEREAS, the City Council hereby finds that it is in the best interest of the City of Bloomington to operate the aggregation program under the Act as an opt-out program and to submit the questions to the electors in a referendum pursuant to the Act.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, as follows:

Section One: The Council of the City of Bloomington finds that the recitals set forth above are true and correct and includes the recitals in the Ordinance.

Section Two: The City Council finds and determines that it is in the best interests of the City of Bloomington to operate the aggregation program under the Act as an opt-out program.

Section Three: In the event such question is approved by a majority of the electors voting on the question at the consolidated election on April 9, 2013, the City Council may implement an opt-out aggregation program and if the City Council adopts the program the City shall comply with all the terms and provisions of the Act.

Section Four: The City Clerk is directed to certify and submit on or before January 22, 2013, the following questions to the Bloomington Election Commission to be placed on the ballot for the consolidated election to be held on April 9, 2013, in the following form: “Shall the City of Bloomington have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program?” YES/NO.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

---

Mayor Stephen F. Stockton,  
City of Bloomington, Illinois

ATTEST:

---

City Clerk

(seal)



# News from the Illinois Commerce Commission

Voice: Springfield. 217.782.5793 Chicago. 312.814.2850 FAX 217.524.0674 BBS 217.782.9233 <http://www.icc.illinois.gov>  
FOR IMMEDIATE RELEASE

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December 3, 2012

Contact: Beth Bosch  
217-782-5793

## **ICC Details Customer Choice Options in Municipal Aggregation**

Voters in more than 200 cities, towns and counties approved municipal aggregation, giving local governments authority to solicit bids for electricity supply and to select an alternative supplier to provide the service.

Municipal aggregation has worked to save money for consumers, when the buying power of all the residential and small customers in a city or county is combined and multiple electric suppliers bid to provide service at the best price.

Electric suppliers and their agents may still contact customers in communities that have chosen municipal aggregation, as they do throughout the state. If you live in a community that approved municipal aggregation, here's what happens next:

- Your local government will enter into a contract for electric supply with a retail electric supplier.
- The retail electric supplier will send information to all eligible customers.
- If the customer takes no action, he or she will be enrolled with the aggregation supplier. The customer will then receive a letter from the utility, providing notice of the upcoming switch to the aggregation supplier.
- If you don't want to participate in aggregation program, you must follow the opt-out instructions provided by the aggregation supplier.
- You may opt-out to stay with the "bundled" service offered by ComEd or Ameren Illinois or you may choose a different electric supplier. Be sure to compare options and pricing on [pluginillinois.org](http://pluginillinois.org).

ComEd and Ameren Illinois will continue to deliver the electricity to customers in their respective service areas, just as they did before November 6, Election Day. You will still call your utility for outages and safety issues whether you decide to participate in the aggregation program or opt-out.

The ICC-managed website, [pluginillinois.org](http://pluginillinois.org), provides consumers with detailed information about electric choice in general, including local government aggregation. The website includes a list of communities currently purchasing electric supply through aggregation. The website also has information about electricity rates, real-time electricity pricing options and ways to conserve electricity regardless of whether the electricity is supplied by a retail electric supplier or the utility. Consumers with questions about electric choice or who wish to report any problems or complaints about utility service can contact the ICC at 1-800-524-0795 or through the website at [www.icc.illinois.gov/consumer/complaint](http://www.icc.illinois.gov/consumer/complaint).

**Current Clients 400,000 Households**

Albers

**Alton**

Arcola

Ashmore

Aviston

Bartonville

Beckemeyer

**Belleville**

Bethalto

Brimfield

Camargo

Centralia

Cerro Gordo

**CHAMPAIGN COUNTY**

Charleston

City of Madison

City of Venice

**COLES COUNTY**

Columbia

**CRAWFORD COUNTY**

Creve Coeur

**Decatur**

Deer Creek

Delavan

Dunlap

East Alton

**East Peoria**

Easton

**Edwardsville**

**Effingham**

Eureka

Forest City

Forsyth

Germantown Hills

Glen Carbon

**Godfrey**

Granite City

Hanna City

Hartford

Havana

Henry

Hopewell

Humboldt

Hutsonville

Jacksonville

Jerseyville  
Kappa  
Kilbourne  
Lacon  
Lerna  
Lovington  
Mackinaw  
Mahomet  
Manito  
Marquette Heights  
MARSHALL COUNTY  
Mason  
Mason City  
MASON COUNTY  
Mattoon  
**McLean**  
Metamora  
Morton  
Neoga  
New Baden  
Normal  
North Pekin  
Oakland  
Oblong  
O'Fallon  
Ogden  
Olney  
Palestine  
Paris  
**Pekin**  
**Peoria**  
**PEORIA COUNTY**  
Peoria Heights  
Pittsfield  
RICHLAND COUNTY  
Roanoke  
Robinson  
Roxana  
Salem  
San Jose  
Savoy  
Shiloh  
South Pekin  
South Roxana  
Sparland  
Stanford  
STARK COUNTY

**TAZEWELL COUNTY**

Teutopolis

Topeka

Trenton

Troy

Tuscola

**Urbana**

Village of Hamel

Village of Maryville

Village of Pontoon Beach

Washburn

Washington

West Peoria

Wood River



a smarter way to buy energy

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## Illinois Electricity Deregulation

### ILLINOIS

On January 2, 2007, Commonwealth Edison, AmerenCIPS, AmerenIP, (formerly Illinois Power), and AmerenCILCO, (formerly CILCO), entered the post-transition stage of the Illinois energy deregulation process. Illinois' Electricity Supply Auction, which occurred in September 2006, has set rates for most businesses through May 2008. For the first time in over two decades, customers in the Ameren service territory are faced with massive utility cost increases, which will put electricity supply costs in line with regional levels.

Illinois businesses can benefit by choosing an electricity supply contract from one of several competing retail electricity providers that can offer a better price than the price set by the auction, and better contract terms than those offered by the default tariffs. By quickly finding and comparing the available rates and contracts, Good Energy can help you choose the competitive electricity supplier best suited to your Illinois business.

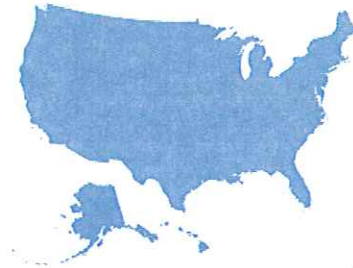
If you are a commercial or industrial energy consumer in one of the Ameren service territories or in the Commonwealth Edison territory, Good Energy is ready to help assess your energy rate and provide competitive energy supply options for your business.

For your no-obligation electricity rate analysis, please download the following form and follow the included directions:

 » [Illinois Electric Account Usage Data Release Form](#)

» [Click here for general Illinois energy information including links to Illinois electricity deregulation resources.](#)

### FIND YOUR STATE



[» LEARN MORE](#)

### ILLINOIS

Municipal Electricity Choice Program

[» LEARN MORE](#)

## Try Our No-Obligation Rate Analysis



**Good Energy Illinois:** 416 Main Street, Suite 533, Peoria, IL 61602  
Voice: (309) 245-4566; Fax: (866) 275-3083

**Good Energy New York:** 232 Madison Avenue, Suite 405, New York, NY 10016  
Voice: (212) 792-0222; Fax: (212) 792-0223

**Good Energy Texas:** 1011 S. Broadway St, Suite 100, Carrollton, TX 75006  
Voice: (972) 200-9770; Fax: (214) 292-8658

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FOR COUNCIL: December 17, 2012

SUBJECT: Intergovernmental Agreement between the City, County of McLean and Town of Normal, regulating Use of the Police Range Facility

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

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

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

The current intergovernmental agreement expires on December 31, 2012. A new agreement is being proposed. The rate for the Town of Normal is \$8,050.00 payable on January 1<sup>st</sup> of 2013 and represents payment for use from January 1, 2013 to December 31, 2013. The rate for the County of McLean is \$8,050.00 and represents payment for use from January 1, 2013 to December 31, 2013. These are one year agreements. There is no rate increase for this contract due to range conditions and our inability to make contractual promised repairs.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The revenue for this agreement will be recorded in the Police Department budget under McLean County (10015110-53320) and Town of Normal (10015110-53350) line item accounts respectively.

**FINANCIAL IMPACT:** \$16,100 revenue in the Police Department budget for FY 2013. This was originally budgeted in the Police Department budget in the FY 2013 General Fund Budget Book page 220 under account Shooting Range Facility Fees (54445).

Respectfully submitted for Council consideration.

Prepared by: Randall D. McKinley, Chief of Police  
Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Intergovernmental Agreement with Town of Normal  
Attachment 2. Intergovernmental Agreement with McLean County

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

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

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

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

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

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

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

**I. STATEMENT OF PURPOSE**

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

**II. DEFINITIONS**

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

"Agency/Agencies": The Town of Normal.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

**III. ADMINISTRATION**

The facility shall be administered by the Chief.

**IV. USE OF THE FACILITY**



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

### **A. Scheduling**

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

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

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

### **B. Supervision**

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

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

### **C. Equipment**

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

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of

lead ammunition, including loss of use of the facility during such time as needed to abate the property.

#### **D. Damage**

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

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

#### **E. Annual Range Preparation**

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

### **V. RANGE FEES/BILLING**

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2013. This fee shall be paid on January 1<sup>st</sup> of 2013 and shall represent payment for use from January 1, 2013 until December 31, 2013.

### **VI. MAINTENANCE**

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1<sup>st</sup>. However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future "entry house," and increase the size of the rifle range, if feasible. (*Not completed at this time*) If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive 1/25<sup>th</sup> of the annual fee or \$328.88 for each scheduled shooting date missed.

## **VII. LIABILITY**

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

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

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

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

## **VIII. AMENDMENT OF AGREEMENT**

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

## **IX. TERM**

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2013 and terminating on December 31, 2013. First payment is due January 1, 2013.

## **X. SEVERABILITY**

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

\_\_\_\_\_

Date

TOWN OF NORMAL

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Normal Town Clerk

\_\_\_\_\_

Date

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Bloomington City Clerk

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

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

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

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

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

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

**I. STATEMENT OF PURPOSE**

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

**II. DEFINITIONS**

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

"Agency/Agencies": The County of McLean Police Agency.

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**III. ADMINISTRATION**

The facility shall be administered by the Chief.

#### **IV. USE OF THE FACILITY**

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

##### **A. Scheduling**

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

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

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

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

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

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

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### **VI. MAINTENANCE**

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

the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

## **VII. LIABILITY**

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

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

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

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

## **VIII. AMENDMENT OF AGREEMENT**

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

## **IX. TERM**

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2013 and terminating on December 31, 2013. First payment is due January 1, 2013.

## **X. SEVERABILITY**

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings



shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

\_\_\_\_\_  
Date

COUNTY OF MCLEAN

By: \_\_\_\_\_  
Chairman, McLean County Board

By: \_\_\_\_\_  
Sheriff, McLean County

ATTEST: \_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Bloomington City Clerk