

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 17, 2012.

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

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

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

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

Mayor Stockton noted that the Council would recess to Executive Session at the conclusion of the Regular Agenda.

The following was presented:

SUBJECT: Council Proceedings of December 10, 2012

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of December 10, 2012 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of December 10, 2012 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City ClerkDavid A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Purcell that the reading of the minutes of the previous Council Proceedings of December 10, 2012 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION/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)

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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.

January 14 and 28, 2013	July 8 and 22, 2013
February 11 and 25, 2013	August 12 and 26, 2013
March 11 and 25, 2013	September 9 and 23, 2013
April 8 and 22, 2013	October 14 and 28, 2013
May 13 and May 28, (<i>Tuesday</i>), 2013	November 12, (<i>Tuesday</i>), and 25, 2013
June 10 and 24, 2013	December 9 and 16, (<i>Monday</i>), 2013

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

Motion by Alderman Schmidt, seconded by Alderman Purcell that the Council Meeting dates be approved with the exception that the second meeting in December be held on December 16, 2013.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of replacement parts for Video Technology Systems for the US Cellular Coliseum

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

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, (Central Illinois Arena Management), that the current video technology system in the USCC is reaching what industry refers to their end of life. In a few months, Barco will not guarantee replacement components or parts to maintain and/or be available for video technology equipment. The USCC 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 USCC 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 of 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 RESYNCEER ILITE

These parts have a total cost 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. The 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 at \$30,000 to pay for this project. It is staff's understanding that the City's auditor is satisfied with the security equipment that has been installed. Therefore the fencing will not be needed in FY 2013.

Company	Amount of Bid	Location
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: Not applicable.

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's approval of this item.

Respectfully submitted for Council consideration.

Prepared by: John Butler, President of CIAM

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy Ervin, Chief Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Purcell 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.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to Evergreen Lake/Comlara Park Lease Agreement with McLean County

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

BACKGROUND: On May 29, 2012, the Council approved an agreement between the City and Corn Belt Energy Corporation, (CBEC), in which the City agreed to sell to CBEC 0.75 acre 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.

In 1972, the City and McLean County entered into a Lease Agreement 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; makes and enforces 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 and legal review by: Rosalee Dodson, Asst. 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

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: Stephen F. Stockton
Mayor

Attest: Kathy Michael
County Clerk

Attest: Tracey Covert
City Clerk

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.

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 3 of Camp Kickapoo a/k/a 25110 Ron Smith Memorial Highway, Hudson, IL, from Carol Anne and Richard Hatzer to Benwood Forest, Inc.

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, a/k/a 25110 Ron Smith Memorial Highway, from Carol Anne and Richard Hatzer to Benwood Forest, Inc. The sewage disposal system inspection was completed in November 2012. 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 twenty to thirty, (20 – 30), years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five, (20 - 25), years. 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 remaining flows into the 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: Not applicable.

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. Lake lease income is 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, Asst. Corporation Counsel
Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: An Ordinance Amending Chapter 6, Section 4F of the City Code to Provide for the 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 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 rules as to whether the change should be approved and, if approved, forward its recommendation to the 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 to 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. This change is mainly intended to clarify procedures and provide for increased public notice and input in liquor license related decisions.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared and legal review by: George Boyle, Asst. Corporation Counsel

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2012 - 73

**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 17th day of December, 2012.

APPROVED this 18th day of December, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Purcell that the Text Amendment be approved and Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Purcell that the report be received and placed on file.

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

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

Nays: None.

Motion carried.

The following was presented:**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, 4th 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.

The following was presented:

Presentation and Discussion: Wirtz Beverage Illinois Warehouse.

Mayor Stockton introduced this item.

David Hales, City Manager, addressed the Council. He noted the information provided regarding this project. Anthony Iatarola, Wirtz's Realty's Sr. Vice President, was present at the meeting. The Council would also address a Petition for Rezoning regarding this property. The final item to be addressed by the Council was a Property Tax Abatement Agreement.

Anthony Iatarola, Wirtz Realty's Sr. Vice President, addressed the Council. He presented background information regarding the company. Wirtz started in the real estate business and concentrated its efforts in the greater Chicago land area. Wirtz Beverage distributed wine, beer and spirits in five (5) states with gross revenue of \$1.7 billion. Wirtz Insurance was a captive insurance company. The Wirtz family owned the Chicago

Blackhawks. Wirtz was also involved in the banking industry. Wirtz Realty had just completed a project in Cicero, IL. This year, Wirtz had consolidated four (4) locations. He noted the low profit margin in the liquor distributing environment. Wirtz would be making a twenty (20) year commitment. Wirtz planned to own and stay in the City. Wirtz has had a facility in Peoria, IL for nineteen (19) years. The company took a look at Central Illinois. The City was located in a transportation hub at the center of the state. He cited the site located along Valley View Dr. Wirtz was working with the Farnsworth Group on the design of a 50,000 square foot facility that would include a warehouse with a cooler plus office space. The site consisted of eight (8) acres. The facility was designed for growth. It provided Wirtz with the ability to double in size. Wirtz looked to the future. Wirtz planned to employ 120 people. Wirtz experienced annual work force attrition of fifteen to sixteen percent (15 – 16%). The real estate closing would occur after the start of the new year. The City was located in a desirable area. Currently, Wirtz did not have employees in the City.

Mayor Stockton agreed that the City was located in the heart of the state. A good transportation network was important to business and brought jobs to the community. He welcomed Wirtz to the community.

Mr. Iatarola added that Wirtz would weave itself into the fabric of the community. It would become involved in charitable work. Wirtz's employees would have an impact upon the community. He cited retail shopping, dining, banking, etc.

Alderman Purcell thanked Wirtz for coming to the City. He questioned their location in Cicero. Mr. Iatarola cited the site of the former Sportsman's Park. Alderman Purcell questioned the jobs. Mr. Iatarola stated the initially Wirtz would use existing employees. Alderman Purcell noted that Wirtz's would bring good jobs and a quality facility. He noted the proximity to the interstates.

Alderman Anderson questioned Wirtz's total assets. Mr. Iatarola restated \$1.7 billion. The beverage industry was competitive. The distributor was in the middle. It was a low margin and high volume business.

Alderman Stearns noted that Wirtz currently had a facility in Peoria. Mr. Iatarola noted Wirtz's plans to vacate same. The new facility would be larger. This location was more strategic. Alderman Stearns stated that Wirtz would employ ground transportation. She questioned the geographic area served. It was noted that Wirtz's Cicero facility served Cook and the collar counties. The Bloomington facility would serve Central Illinois west to the Mississippi River. The Belleville facility served the St. Louis area.

Alderman Purcell noted that the property was located in the Enterprise Zone. Mr. Iatarola estimated the company's investment in the property at \$1 million. This figure included fixtures and furnishings.

Mayor Stockton noted the Council's excitement regarding this project.

The following was presented:

SUBJECT: Petition submitted by Interchange City West, LLC, and Bloom Heartland, LLC, requesting Rezoning from B - 1, Highway Business District to M - 1, Restricted Manufacturing District, for the property commonly located north of Valley View Dr., west of Wylie Dr., and south of Enterprise Dr.

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

BACKGROUND: The Petitioners are requesting the rezoning of twenty-five, (25), acres of vacant land from B - 1, Highway Business District to M - 1, Restricted Manufacturing District. This action would enable a purchase of eight, (8), acres for development of a distribution center. This use as well as other possible uses allowed in the M – 1 District should be compatible with nearby existing land uses. Two, (2), existing nearby uses are Wal-Mart Supercenter and a farm equipment business which has an exterior display of large farm vehicles. These vehicles give an industrial feel to their property. The land to the north of the site is in the Town of Normal. The Town did not object to the petition.

A public hearing before the Planning Commission was held on December 12, 2012. City staff spoke in favor of the petition. Staff explained the compatibility of the proposed zoning with the adjacent land uses. The City Engineer explained the need for a cul-de-sac or a through street at the end of Valley View Dr. He also stated this street is of higher grade than a residential street. It may need improvements in the future depending upon land development. Two, (2), attorneys spoke on behalf of the developer in agreement with staff that the rezoning would be compatible with existing land uses. The rezoning would not create any issues for future plans of other nearby vacant land which is also owned by the Petitioner. No one from the public spoke in favor of or in opposition to this request. The Planning Commission concluded that any future changes that might be needed to Valley View Dr. were not in the nature warranting denial of the petition. Planning Commission voted to approve this petition by a vote of 8 to 0.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. Fifteen, (15), courtesy copies of the Public Notice were mailed to nearby property owners. A public notice sign was posted on the site.

FINANCIAL IMPACT: The rezoning could lead to the sale of land for development and generate new property tax revenues.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark Huber, Director – PACE

Reviewed by: Barbara J. Adkins, Deputy City Manager

Recommended by:

David A. Hales
City Manager

PETITION FOR REZONING

STATE OF ILLINOIS)
)ss.
COUNTY OF McLEAN)

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

NOW COMES Interchange City West, LLC, an Illinois Limited Liability Company, hereinafter referred to as “Petitioner,” and Bloom Heartland, LLC, hereinafter referred to as “Co-Petitioner”, and petition the Honorable Mayor and Members of the City Council of the City of Bloomington, McLean County, Illinois, as follows:

1. That your Petitioner is the owner of the premises described in Exhibit A. That your Co-Petitioner is the contract purchaser of such premises.
2. That said Premises described in Exhibit A currently has a zoning classification of B – 1, Highway Business District under the provisions of Chapter 44 of the Bloomington City Code, 1960, as amended.
3. Highway Business District zoning of the premises is inappropriate due to technological changes altering the impact or effect of the existing land uses, or the area in question having changes such that said present zoning is no longer contributing to the public welfare.
4. That your Petitioner hereby requests that the Official Zoning Map of the City of Bloomington, McLean County, Illinois, be amended to reclassify the premises described in Exhibit A to a zoning classification of M – 1, Restricted Manufacturing District.
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and benefits realized by the general public in approving this Petition will exceed the hardships imposed on your Petitioner by, and the public benefits of, the present zoning of said premises.

WHEREFORE, your Petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois, be amended by changing the zoning classification of the premises described on Exhibit A from B – 1, Highway Business District to M – 1, Restricted Manufacturing District.

Respectfully submitted,

INTERCHANGE CITY WEST, LLC,
an Illinois Limited Liability Company,
Petitioner

By: Robert Lenz
Its Attorney

BLOOM HEARTLAND, LLC, a Delaware
limited liability company, Co-Petitioner

By: Matthew Norton
One of Its Attorneys

ORDINANCE NO. 2012 - 74**AN ORDINANCE REZONING CERTAIN PREMISES TO M - 1**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for rezoning of certain premises described in Exhibit A attached hereto; and

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

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and rezone said premises.

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

1. That the premises described in Exhibit A attached hereto shall be and the same are hereby rezoned to M - 1 zoning district.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED AND APPROVED this 17th day of December, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description

A part of the SW¹/₄ of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian and part of the SE¹/₄ of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded

and described as follows: Commencing at the northwest corner of Lot 201-B in Resubdivision of Lot 101-B Interchange City West Subdivision 7th Addition, being the southwest corner of a tract of land dedicated for public street right of way for Valley View Drive in Document No. 97-3099 in the McLean County recorder of Deeds Office, said point also lying on the east line of Lot 1 in Interstate Center Subdivision, according to the Plat thereof recorded as Document No. 2004-15809 in the McLean County Recorder of Deeds Office; thence N.00°-18'-41"W. 66.00 feet to the Point of Beginning at the northwest corner of Valley View Drive right of way dedicated in said Document No. 97-3099 on the east line of Lot 2 in said Interstate Center Subdivision; thence continuing N.00°-18'-41"W. 1113.78 feet on the east line of said Lot 2, the east line of Lot 4 in Resubdivision of Part of Lots 1 & 2 in Interstate Center Subdivision, according to the Plat thereof recorded as Document No. 2009-36443 in the McLean County recorder of Deeds Office, and said east line of Lot 1 in Interstate Center Subdivision; thence S.89°-13'-45"E. 229.00 feet on the east line of said Lot 1; thence N.00°-18'-41"W. 340.72 feet on the east line of said Lot 1; thence southeasterly 286.86 feet on a non-tangential curve concave to the southwest having a radius of 555.00 feet, central angle of 29°-36'-49" and a chord of 283.67 feet bearing S.63°-27'-05"E. from the last described course; thence S.48°-38'-41"E. 95.51 feet; thence southeasterly 366.44 feet on a tangential curve concave to the northeast having a radius of 645.00 feet, central angle of 32°-33'-05" and a chord of 361.53 feet bearing S.64°-55'-13"E. from the last described course; thence S.00°-18'-41"E. 1108.27 feet to the north right of way line of said Valley View Drive; thence N.90°-00'-00"W. 880.00 feet to the Point of Beginning, containing 24.85 acres, more or less, with assumed bearings given for description purposes only.

David Hales, City Manager, addressed the Council. The petition would rezone twenty-five (25) acres from B – 1, Highway Business District to M – 1, Restricted Manufacturing District. This property was currently owned by Interchange City West, LLC.

Mark Huber, Director – PACE, addressed the Council. He noted the various issues encountered. City staff recommended M – 1 zoning to allow additional storage. A text amendment would appear before the Council in January 2013. He cited the property's location. The Wirtz's property involved eight (8) of twenty-five (25) acres. He also noted the Planning Commission's approval of this petition.

Alderman Purcell questioned the differences between the two (2) zoning districts. Mr. Huber stated that it was not the product. Warehousing was not allowed in the B – 1 zoning district. The current City Code did not define distribution centers. Alderman Purcell questioned the zoning district for Nestle USA located at 2501 Beich Rd. and NuWay Trucking located at 2 Access Way. Mr. Huber restated that M – 1 zoning allowed warehousing and storage.

Alderman Anderson questioned other authorized uses in the M – 1 zoning district. Mr. Huber informed the Council that City staff did not have any concerns. M – 1 allowed light manufacturing.

Mr. Hales recommended Council approval.

Motion by Alderman McDade, seconded by Alderman Fazzini that the Rezoning be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Wirtz Beverage Property Tax Abatement

RECOMMENDATION/MOTION: That the Property Tax Abatement Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

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, (US Census Bureau, American Community Survey 5-year estimate for McLean County, Table B19301). Further, this project would fall into the category of logistics and warehousing – one of five, (5), industries specifically targeted as part of the new five, (5), year strategic plan for economic development in the twin cities.

Wirtz is requesting a five, (5), 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, (5), years while the company invests into the site. After the period of five, (5), 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, (5), years. Simultaneously, this would allow Wirtz to realize the economic benefits of their new investment for five, (5), years before paying the full amount of property taxes on their investment.

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). If one or more taxing bodies choose not to participate, this would have no affect whatsoever on taxing bodies that choose to participate. The Economic Development Council believes that most of the taxing bodies affecting the property will support this conservative, limited term tax incentive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EDC for the Bloomington-Normal Area supports this project because it will support job growth in the twin cities 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. The EDC strongly encourages local leaders to support this resolution.

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

Project Assumptions:	
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

Taxing Body	Tax Rate 2011	Real Tax 2011	Est. Future Tax (same rate)	Abatement (per year)
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

Taxing Body	Tax Rate 2011	Real Tax 2011	Est. Future Tax (same rate)	Abatement (per year)
City of Bloomington Library	0.25073	\$13	\$6,072.33	\$6,059
Heartland Community College	0.47584	\$25	\$11,524.19	\$11,499
Total	7.89886	\$403	\$191,299	\$190,890

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

**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 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 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

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the “Agreement”) is made this ___ day of December, 2012, between the City of Bloomington (the “City”) acting herein Stephen F. Stockton, its Mayor, 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, LLC and Bloom Heartland, LLC:

To City of Bloomington:

City Clerk's Office
109 E. Olives St., P. O. Box 3157
Bloomington, IL 61702 – 3157

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: Stephen F. Stockton
Mayor

By: _____

Attest:

Attest:

Tracey Covert
City Clerk

Date: December 18, 2012

Date: _____, 2012

Bloom Heartland, LLC

By _____

Attest:

Date: _____, 2012

EXHIBIT A

THE PROPERTY – NOT AVAILABLE

EXHIBIT B

RESOLUTION NO. 2012 - 41

**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 17th DAY OF DECEMBER, 2012.

AYES: 9
NAYS: 0
ABSENT: 0

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT B

EAV OF THE PROPERTY - UNAVAILABLE

David Hales, City Manager, introduced Ken Springer, Bloomington Normal Economic Development Council's, (EDC), Sr. Associate for Research & Economic Data. Wirtz approached and worked with the EDC. This agreement would impact every taxing body.

Ken Springer, EDC's Sr. Associate for Research & Economic Data, addressed the Council. He described this project as a build on one. There would be two (2) phases. The land was located in the Enterprise Zone. A property tax abatement used as an economic development tool was something new. This project involved vacant land. New construction was involved. He noted the increase to EAV (Equalized Assessed Value). The difference between the value of the vacant land versus developed parcel would be abated over a number of years. At the end of the agreement, Wirtz would be assessed the full tax burden. The request was for a five (5) year term and covered 100% of the property's improvement. This agreement was in line with Bridgestone/Firestone OTR. This project was located in the Town of Normal. There was a precedent in the community for this type of agreement.

Mr. Hales deemed the request as proper and fitting. The City would be the first to consider this agreement. Other taxing bodies would consider this agreement in January 2013. He added that the EDC negotiated the agreement.

Mayor Stockton noted the prospective tax revenue.

Mr. Springer noted that there would be no impact upon existing tax revenue.

Alderman Fazzini stated that the Shoppes at College Hills was another example of a tax abatement project. It involved sales taxes. He acknowledged that similar actions had been taken.

Alderman McDade addressed the property tax tables contained in the Council memorandum which addressed the value of the abatements.

Alderman Schmidt addressed the property's estimated value. The EAV represented one third (1/3) of the market value. An assumption was being made that the EAV would increase. She questioned the dollar value of the abatement after five (5) years. She noted that it appeared that there would be a \$25,000 increase to the City's property taxes. She welcomed Wirtz to the community. She belief that this project would be a model for future projects.

Alderman Purcell thanked all involved in the project for their efforts.

Mr. Springer thanked the Council for consideration of this item.

Motion by Alderman Fazzini, seconded by Alderman McDade that the proposed property tax abatement agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 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 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 twenty-four (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 City in the General Election that occurred on March 20, 2012. Voters 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, Normal’s voters approved the question at the regular election that was held on November 6, 2012, thus allowing Normal to engage in an electricity aggregation program. On December 11, 2012, bids from electrical suppliers were opened and approved by the municipalities and counties that were involved. On December 11, 2012, McLean County’s Executive Committee approved taking a proposal for a referendum and the question of whether to allow citizens living in unincorporated Bloomington to vote on the referendum to the full 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. The Council was provided with 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 Good Energy's buying consortium, assuming their electors approve the same ballot question that will appear on the April 9, 2013 ballot in all of the communities cited.

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

If the City 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 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.

FINANCIAL IMPACT: Several media ads will be produced to give the City'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

ORDINANCE NO. 2012 - 75

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 17th day of December, 2012.

APPROVED:

Mayor Stephen F. Stockton,
City of Bloomington, Illinois

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton noted that the City had consider municipal aggregation once before. It was turned down by the voters. The Council would reconsider this item as other communities have done. The City had seen the savings offered other communities. The referendum would appear on the April 9, 2013 ballot.

Barb Adkins, Deputy City Manager, addressed the Council. She noted that electrical aggregation in the state was in round three. The voters had turned it down in round one. The Town of Normal approved municipal aggregation in round two. This occurred during the November 2012 election. If the Council approved the ordinance this evening, the City Clerk would certify same and file it with the City Election Commission. This action must be taken by January 22, 2013.

She noted the time table of events. Some of which were covered by statute. Phil Carr, Good Energy's New Business Development Director for Electricity and Natural Gas, was present at the meeting. She noted that the City of Springfield was a cooperate and not eligible for municipal aggregation.

Mayor Stockton questioned what had changed since December 19, 2011. Ms. Adkins stated that citizens were more educated and information was available about lower electrical rates. There were electrical suppliers who were sending out mailers and others going door to door. Good Energy's efforts would be more robust due to additional factual information. All information must be objective.

Alderman Anderson noted that the City's first agreement with Good Energy was only thirteen (13) months ago. He believed that if there was no agreement with Good Energy then the City would default back to AmerenIP.

Phil Carr, Good Energy's New Business Development Director for Electricity and Natural Gas, addressed the Council. He affirmed Alderman Anderson's comments. The City would revert back to AmerenIP at the end of the term.

Alderman Anderson struggled with this item. He considered the options. He noted the action taken by the Town of Normal. Citizens could opt out. He questioned if AmerenIP would consider servicing the City at the lower rate. He noted that there would be an impact on the City's utility tax.

Mr. Hales acknowledged that there was the potential for a decrease to the utility tax.

Todd Greenburg, Corporation Counsel, addressed the Council. If the utility tax was based upon the price paid, then there would be a revenue decrease. He would research the City Code and readdress the Council.

Mr. Carr agreed that there might be an impact. He added that citizens had a choice. They did not have to participate. Citizens would receive one (1) bill and make one (1) payment. Only the supply portion would be from a different company. Citizens must approve the referendum in order to have a choice regarding electrical aggregation. The key was the buying power. Generally, eighty-five to ninety percent (85 – 90%) of citizens participated in municipal aggregation. A residential household could receive the same rate as a large commercial customer. Municipal aggregation allowed for efficient, quick movement to a wholesale rate. He cited the City of Belleville where municipal aggregation was approved on a second attempt. He noted the lower cost obtained. Municipal aggregation provided the citizens with another choice. Good Energy would provide better outreach, education and sophisticated marketing. Social media would also be used. He added that the Town of Normal took a second look. A sixty percent (60%) approval was considered good. Municipal aggregation provided a competitive choice.

Alderman Fazzini questioned if there were cities which were unsuccessful on a second attempt. Mr. Carr responded affirmatively. He cited the City of Collinsville. Alderman Fazzini noted opposition to the opt out. An opt in program might result in fifteen percent (15%) participation which would not work. Mr. Carr responded affirmatively. Alderman Fazzini noted the City's size. Mr. Carr stated that the City would be able to join the largest buying group in the country. It included 106 communities and over 450,000 households. Alderman Fazzini questioned the annual estimated savings. Mr. Carr stated \$180 - \$200 per household for a total savings of \$4.5 million.

Mr. Greenburg readdressed the Council. The Utility Tax for electricity was based upon kilowatt hours consumed. There would be no impact upon revenue.

Alderman Sage questioned the opt out period and if each residential household would receive a mailing. Mr. Carr noted that this would be the responsibility of the winning supplier. He offered to provide a sample. Alderman Sage addressed the envelope. It needed to clearly communicate the time line to opt out. He stressed that there needed to be a clear line of sight. Mr. Carr stated that the envelope would state City of Bloomington. The supplier would do what the City wanted. Alderman Sage cited the information contained in the City's water bill mailings. This information was not read. The City could not over communicate on this issue. Mr. Carr restated that this would be a public program. The opt out numbers had been low.

Alderman Sage stated that during the contract the rates could not be increased. He questioned if the rates could be lowered. Mr. Carr noted that AmerenIP resets the rates annually. There was a price match clause in the contract. Alderman Sage addressed creation of a level playing field. Municipal aggregation would result in lower utility costs. The City could be at a competitive disadvantage.

Mr. Hales added that municipal aggregation would also be of benefit to small businesses. He noted that the lower rates would also be available to them. Alderman Sage noted the impact upon profit margins. Mr. Carr agreed that municipal aggregation would be a benefit to small business.

Mayor Stockton noted that households would be aggregated for volume purchase.

Alderman Anderson noted that Corn Belt Electric was a cooperative. Alternative suppliers would be solicited.

Alderman McDade noted that the City cannot act as an advocate. The City should provide the voters with an opportunity due to the potential cost savings. She added that the voters in the Town of Normal had passed municipal aggregation in November 2012. She believed that there would be a philosophical debate.

Alderman Purcell noted that the citizens had voted the issue down ten (10) months ago. The results were unknown. He agreed that savings would be nice. There were various ways to save on energy. He restated that the voters had spoken ten (10) months ago. He planned to vote no on this item as there were other options. He acknowledged that the Town's voters had recently passed municipal aggregation.

Alderman Schmidt echoed Alderman McDade's comments. There had been education after the fact. She planned to support this item.

Alderman Mwilambwe thanked Mr. Carr for attending the meeting. He had answered a number of questions. He had been skeptical but believed with proper marketing it could be successful. He liked the idea of municipal aggregation. The Council had heard from both sides. He believed that the Council should let the voters decide. He questioned the opt out portion. He specifically cited the time allowed, the number of mailings, etc. The program must be robust.

Alderman Fazzini noted that the referendum would pass with fifty-one percent (51%) of the vote. He noted the \$200 cost savings. If the question was not put on the ballot, then no one would have the opportunity. The Council had an obligation as a policy group to provide the citizens with the opportunity.

Alderman Stearns questioned Good Energy and their role. She specifically questioned if the firm acted as a consultant. Mr. Hales stated that Good Energy would act as a broker. It would conduct the educational campaign. The electrical supplier selected paid Good Energy a fee.

Alderman Stearns questioned if there was a fee for the educational campaign. Mr. Carr noted that Good Energy paid for the campaign. The electrical supplier paid Good Energy .75 per megawatt hour.

Alderman Stearns stated that the voters had already spoken. The examples provided were not great. She questioned the cost savings. The voters had said no. She planned to honor the voters and let their vote stand. The voters did not support local government selecting an electrical supplier.

Alderman Sage addressed the first time around. Good Energy had dropped the ball on the educational piece. There was a philosophical divide on the Council. Good Energy would perform educational outreach.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Ordinance be passed and staff be directed to place the Referendum on the April 9, 2013 City of Bloomington Consolidated Election Ballot.

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

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

Nays: Aldermen Stearns and Purcell.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with 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, 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, (1), 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's 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's budget for FY 2013. This was originally budgeted in the Police Department's 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, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

**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 1st 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 fifty dollars and no cents, (\$8,050.00), for use of the facility for 2013. This fee shall be paid on January 1st 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 1st. 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 1/25th of the annual fee or \$322.00 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 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 1st of any year effective January 1st 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.

TOWN OF NORMAL

Date: January 7, 2013

By: Christopher Koos
Mayor

ATTEST: Wendelyn J. Briggs
Normal Town Clerk

CITY OF BLOOMINGTON

Date: December 18, 2012

By: Stephen F. Stockton
Mayor

ATTEST: Tracey Covert
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.

“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 1st 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 fifty dollars and no cents, (\$8,050.00), for use of the facility for 2012. This fee shall be paid on January 1st of 2013 and shall represent payment for use from January 1, 2013 until December 31, 2013. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of July 1st. 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 \$322.00 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 1st 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.

COUNTY OF MCLEAN

Date: _____

By: _____
Chairman, McLean County Board

By: _____
Sheriff, McLean County

ATTEST: _____
McLean County Clerk

CTY OF BLOOMINGTON

Date: December 18, 2012

By: Stephen F. Stockton
Mayor

ATTEST: Tracey Covert
Bloomington City Clerk

Mayor Stockton introduced this item.

David Hales, City Manager, addressed the Council. The City was conducting a study. The range property was not for sale. The Council would have to declare the property surplus as a first step. The property needed improvements. The City needed to make an investment. A report would be made to the Council at a future meeting.

Randy McKinley, Police Chief, addressed the Council. He described the ongoing study as significant. It would consider various options. The range property addressed critical training needs for the City and Town of Normal’s Police Departments and County Sheriff’s Department. The facility was in disrepair. Minor repairs have been made. A study had been done by a college intern. He had a meeting scheduled with Mr. Hales regarding same. He had heard rumors that there was interest in purchasing this eighty (80) acre tract. He restated that there would be a number of options presented. He requested the Council’s patience.

Mr. Hales added that the building was in disrepair. It was an indoor/outdoor range. There were challenges ahead.

Alderman Fruin requested that after the study report was received, the Council needed to re-examine range ownership and cost sharing for same.

Alderman Purcell noted the Fire Training Tower. In the future, the Council would need to make a decision to rehabilitate the firing range or find an alternative facility. He questioned cost effectiveness.

Alderman Fazzini questioned the impact upon these agreements if the Council reached a decision to sell the property. Mr. Hales noted that the City would need to have a viable option.

Todd Greenburg, Corporation Counsel, believed that the agreement could be cancelled with thirty (30) days notice.

Chief McKinley believed that there was termination language. He added that the City would need over twelve (12) months to reach a decision. He noted the size of the department and the mandated training.

Mayor Stockton noted that over the short term the City bound to this facility.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He wished all Merry Christmas and Happy Holidays.

MAYOR'S DISCUSSION: Mayor Stockton echoed Mr. Hales' comments. He offered congratulations to the Council. 2012 had been a good year for the entire community. He credited the efforts of the Council and City staff. He hoped that 2013 would be even better. He wished all a prosperous New Year.

Motion by Alderman Anderson, seconded by Alderman Schmidt to recess to Executive Session, Section 2 (c) (1), Personnel. Time: 8:34 p.m.

Motion carried, (viva voce).

Motion by Alderman Fazzini, seconded by Alderman Schmidt, to return to Regular Session and adjourned. Time: 9:11 p.m.

Motion carried.

**Tracey Covert
City Clerk**

This page intentionally left blank.