



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 28, 2014

ADDITION TO CONSENT AGENDA

- Item 7A. Council Proceedings of April 14, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of April 14, 2014 be dispensed with and the minutes approved as printed.) *Attachment.*
- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*
- Item 7M. McLean County Animal Shelter Agreement. (Recommend that the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.) *City Council Memorandum and attachment.*
- Item 7N. Animal Control Warden Services Agreement. (Recommend that the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.) *City Council Memorandum and attachment.*
- Item 7O. Assignment of Hockey License Agreement. (Recommend that the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.) *City Council Memorandum and attachment.*
- Item 7W. Analysis of Bids and Approval of Contract for the Water Infrastructure Replacement in the Parkview Area - Phase III and the Parmon Rd. Area - Phase I. (Recommend that the base bid price of \$416,932 for the Parkview Area - Phase III water infrastructure improvements and \$431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of \$848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.) *City Council Memorandum and attachments.*

**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 7:01 p.m., Monday, April 14, 2014.

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, Kevin Lower, Joni Painter, Karen Schmidt and Mayor Tari Renner.

Aldermen Absent: David Sage, Robert Fazzini, Scott Black and Jim Fruin.

City Manager David Hales, City Clerk Tracey Covert, and Interim Corporate Counsel Jeff Jurgens were also present.

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

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He addressed the Council agenda and the bundling of items. He noted that CSH International, Inc. also operated golf courses. He suggested that the City propose to agree to Hockey License Agreement if CSH agreed to operate the City's golf courses.

He presented the Mayor with a decorative flamingo instead of a flamingo exhibit at the Miller Park Zoo.

Bruce Meeks, 1402 Wright, addressed the Council. He questioned the Public Hearing on the proposed FY 2015 Budget. He did not believe that things matched. He questioned if the Council planned to vote on this item at this evening's meeting. He did believe that the Council could vote on this item this evening as the budget was not finalized. He stated his intention to seek litigation.

He expressed his support for the TIGER 2014 Discretionary Grant. He added his opposition to the Amendment to the US Cellular Coliseum (USCC) Development & Management Agreement with Central IL Arena Management, the termination of the Hockey License Agreement at the USCC with IL ProSports, LLC and the Hockey License Agreement with CSH International, Inc.

Alton Franklin, 508 Patterson Dr., addressed the Council. He planned to address a number of items. He had the opportunity to speak with Tina Salamone, Bloomington Center for the Performing Arts (BCPA) TITLE. Ms. Salamone was a fellow of the arts. She included business elements in her plans. He found the dollars invested in the BCPA disturbing. He noted that there was a borderline between needs and wants. He was pleased with the time spent with Ms. Salamone.

He cited the results of the April primary election. He believed that the citizens had stated that they wanted government to stay out of their pockets. He also did not believe that the public understood the referendum regarding the Council's make up. Citizens wanted personal representation. The populace was waking up and was starting to make choices.

He appreciated the opportunity to address the Council.

Carl Woodward, 1701 Clearwater Ave., addressed the Council. He expressed his opinion that the Council was unprofessional. He found them laughable. The City needed revenue to fund pensions, health insurance and infrastructure. He believed the debt was \$300 million. He believed that the proposed budget was short between \$7 - \$15 million. The proposed budget did not address infrastructure and/or pensions. The Council should feel ashamed. He believed the Council was clueless. The only two (2) Aldermen who understood finances were Aldermen Stearns and Fazzini. He invited the Council to contact him. He supported the City's recent \$10 million bond issue for streets. The Council needed to increase Utility Taxes to address the outstanding pension funding. He restated his belief that the City's debt was \$300 million. He questioned the Council's plan to address same. The Council needed to stop kicking the can down the road.

Marty Seigel, 615 E. Chestnut St., addressed the Council. She addressed the liquor license for Price Rite Food Mart located at 706 N. Clinton. The Council memorandum stated that this application was for a new liquor license. She noted that only three (3) Liquor Commissioners were present at the meeting. The Council memorandum claimed that 189 courtesy notices had been mailed. She had not received a notice. She realized that this item was on the Council agenda on Friday, April XX, 2014. It appeared that the Commission decided that it was a better risk to issue a liquor license. She believed that a church had abandoned its property due to this store and its customers. She had visited the Township Assessor's website. The Samhans had owned this property for over ten (10) years. A liquor license was a privilege. She requested that this item be removed from the Consent Agenda.

The following was presented:

SUBJECT: Proclamation of April 22, 2014 as Earth Day 2014 and April 2014 as Jazz Appreciation Month

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

BACKGROUND: The proclamation will be presented:

1. Declaring April 22, 2014 as Earth Day 2014; and
2. Declaring April 2014 as Jazz Appreciation Month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Mayor Renner read the Earth Day and Jazz Appreciation Month Proclamations.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Proclamation be made a matter of record.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of March 24, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of March 24, 2014 be dispensed with and the minutes approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of March 24, 2014 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: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the reading of the minutes of the previous Council Proceedings of March 24, 2014 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, Painter and Lower.

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.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The list of bills and payrolls will be posted on the City's website on April 10, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That the Appointments and Reappointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: I ask your concurrence in the reappointment of:

- Japanese Sister City Committee: Rich Strle of 2903 Hendrix, 61701. His three (3) year term will expire 4/30/2015 (term expired 4/30/2012).
- Board of Fire & Police Commissioners: Delos “Dean” Messinger of 2107 Hackberry Rd., 61704. His three (3) year term will expire 4/30/2017; and
- William Charles Witte of 33 Monarch Dr., 61704. His three (3) year term will expire 4/30/2017; and
- John Keith Rich of 32 Chiswick Circle, 61704. His three (3) year term will expire 4/30/2017.
- Library Board of Trustees: Brittany Cornell of 2605 Binghamton, 61704. Her three (3) year term will expire 4/30/2017.

I ask your concurrence in the appointment of:

- Board of Fire & Police Commissioners: David Penn of 207 Willard Ave., 61701. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Planning Commission: Kevin Suess of 113 Kreitzer, 61701. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Cultural District Commission: David Hauman of 48 Kenfield Circle, 61704. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Historic Preservation Commission: Levi Sturgeon of 1008 Old Farm Rd., 61704. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Human Relations Commission: Dontae Latson of 213 E Front St., #5, 61701. His three (3) year term will be 5/1/2014 - 4/30/2017; and
- Gary Hoover of 2610 #2 Rainbow Ave., 61704. His three (3) year term will be 5/1/2014 - 4/30/2017.
- Japanese Sister City Committee: Steven Campbell of 10 Marvin Gardens, 61701. His three (3) year term will be 5/1/2014 – 4/30/2017; and
- Robert Harrison of 2810 Greenfield Rd., 61704. His three (3) year term will be 5/1/2014 – 4/30/2017.
- Library Board of Trustees: Whitney Thomas of 1404 W. Elm St., 61701. Her three (3) year term will be 5/1/2014 – 4/30/2017; and

- Monica Brigham of 315 Reeveston Dr., 61705. Her three (3) year term will be 5/1/2014 – 4/30/2017; and

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Tari Renner
Mayor

Mayor Renner introduced the following individuals who were present at this evening's meeting: Steven Campbell, Brittany Cornell, Whitney Thomas, Monica Brigham, Kevin Suess, David Haumann and Dontae Latson.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Appointments and Reappointments be approved.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage

RECOMMENDATION/MOTION: That the payment to Arthur J. Gallagher, Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2014 through April 30, 2015 be approved, in the amount of \$776,898.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: Arthur J. Gallagher (AJG) has served as the City’s Insurance Broker since 2010. On April 22, 2013, Council approved AJG to continue to serve as its broker until April 30, 2016 with a three (3) year renewable contract. AJG is responsible for analyzing the insurance market and purchasing the City’s Property, Liability, Excess Liability, Cyber, and Excess Worker’s Compensation Insurance.

Arthur J. Gallagher submitted their 2014 insurance renewal cost that shows an increase cost of \$50,000. Mike Nugent, the City’s Insurance Consultant, was able to negotiate those costs down by five percent (5%) or \$40,000, which is slightly less than our November 2013 projections.

Summary of 2014 Insurance Renewal Cost Results:

- Property Insurance premium increased \$7,000. Due to facility locations that they felt were underinsured. City reported values are now at \$15,000,000.
- Excess Worker’s Compensation premium increased by \$27,000. This increase is due to Illinois Worker’s Compensation Laws being a challenge and that Safety National Insurance is the sole competitive provider for this type of coverage.
- Cyber coverage premium increased by ten percent (10%). Mr. Nugent will assist the City going forward to be more competitive by gathering additional information to secure alternatives.
- Total Cost for the City’s 2014 Insurance Premiums will be \$776,898. This cost does include Gallagher’s Broker Fee in the amount of \$38,625.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The payment for \$776,898 will be encumbered after May 1, 2014 contingent upon Council approval of the Arthur Gallagher Insurance Coverage and Insurance Broker Services being included in the FY 2015 Proposed Budget. Funds were proposed in line items 6015015 - 70702 (Workers Compensation Premiums), 60150150 - 70703 (Liability Premiums), 6015150 - 70704 (Property Premiums) and 60150150 - 70220 (Other Professional Services). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on page 176.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the payment to Arthur J. Gallagher, Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2014 through April 30, 2015 be approved, in the amount of \$776,898.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: A Resolution Authorizing a Service Agreement with the Lowest Responsible Bidder for supply of Electricity/Natural Gas for City Municipal Facilities not Covered by the Municipal Electric Aggregation Program and Designating the City Manager the Authority to Approve Electricity/Natural Gas Supplier

RECOMMENDATION/MOTION: That the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: On February 10, 2014, Council approved Stone River Group to obtain electricity and natural gas pricing for a three (3) year period for the following city facilities that use more than 15,000 kWh per year:

- Water Treatment Plant
- Water Pumping Stations
- Police Department
- Center for Performing Arts
- Creativity Center
- Public Library
- City Hall
- Fire Stations

The City's remaining facilities are covered under the City's Municipal Aggregation Program that was approved on May 13, 2013.

Following adoption of the resolution, Stone River Group would be able to obtain the lowest cost pricing for electricity and gas for a determined amount of time and would be able to lock in those prices immediately and provide the Service Agreement for the City Manager's signature.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Prior Council approval on February 10, 2014 in the best interest of the taxpayer.

FINANCIAL IMPACT: Stone River Group will be paid .0015 Kwh of the electric rate and .02 per therm for natural gas. These fees will be paid by the retail electric provider and/or natural gas supplier. As approved by the Council on February 10, 2014.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2104 - 14

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF BLOOMINGTON TO APPROVE ELECTRIC AND NATURAL GAS SUPPLIER FOR CITY FACILITIES

WHEREAS, the City of Bloomington has previously entered into a "Letter of Understanding with Stone River Group; and

WHEREAS, Stone River Group serves as the City's Consultant to obtain electricity and natural gas pricing for a three year period

WHEREAS, Stone River is not authorized to sign on the City's behalf any agreement and/or contract

WHEREAS, it is in the best interest of the tax payer that City Manager of the City of Bloomington be authorized to sign the lowest vendor bid service agreement for Electric and Natural Gas Contract

NOW THEREFORE, BE IT ORDAINED BY THE CITY MANAGER AND CITY COUNCIL FOR THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION ONE: The City Manager of the City of Bloomington, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Bloomington, Illinois, be and the same is hereby authorized to attest to said execution of a service agreement with the lowest responsible bidder for the supply of electricity/natural gas for City Municipal facilities, said execution and attestation to take place within the applicable time constraints required by the bidder.

SECTION TWO: This Resolution shall be effective immediately and shall remain in effect until the selection process has been completed and contract signed by the City Manager of the City of Bloomington.

ADOPTED this 14th day of April, 2014

APPROVED this 15th day of April, 2014

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Resolution be adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Ammunition for the Police Department

RECOMMENDATION/MOTION: That Council retroactively authorize the purchase of handgun/rifle ammunition from Ray O’Herron Co., Inc., Danville, IL, using the State of Illinois Joint Purchasing Contract, in the amount of \$44,432, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services provided in the most cost-effective, efficient manner.

BACKGROUND: Ammunition of the caliber needed by the City is scarce and must be ordered nine to twelve (9 - 12) months in advance of the need. An excerpt from the State Joint Bid contract #4017592 states, “Note: State bid ammunition may take 9 - 12 months to receive and it is shipped free from Winchester.” State Joint Bid offers the ammunition the Police Department requires at a greatly discounted rate. Police placed an order with the State Joint Bid contract in early March, assuming there would be plenty of time to seek Council approval for such purchase. Two (2) weeks after said order was placed, the rifle ammunition was delivered. The handgun ammunition was delivered on April 3. Police recognizes that a Council Memo should have been prepared and approved prior to placing an order of this magnitude but thought there was ample time to process the memo before the order would be processed.

The per case cost for the rifle ammunition is less than originally anticipated, representing a sixteen percent (16%) savings off the already discounted price and no additional cost for shipping. The handgun ammunition on this contract is between twenty percent (20%) less for 9mm and thirty percent (30%) less for .40 caliber than open market discounters.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The purchase of the ammunition is budgeted in Police - Other Supplies (10015110 - 71190). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that Council retroactively authorize the purchase of handgun/rifle ammunition from Ray O'Herron Co., Inc., Danville, IL, using the State of Illinois Joint Purchasing Contract, in the amount of \$44,432, and the Procurement Manager 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Towing 10,000 Gross Vehicle Weight (GVW) and Under

RECOMMENDATION/MOTION: Recommend that the Towing Bid for 10,000 GVW and Under be awarded to Joe's Towing and Recovery for the period of three (3) years commencing May 1, 2014.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing basic quality services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

Adequate resources must be provided to the City in a cost effective manner in order to fulfill the goal of being financially sound while providing services in a cost effective manner. This contract fulfills the goal by allowing the City to obtain a majority of needed services at little or no cost to the City.

BACKGROUND: Prior to 2014, the Towing Bid for 10,000 GVW and Under was administered by the Public Works Department. Beginning in 2014, the Police Department administered the bid.

The existing five (5) year contract with Joe's Towing & Recovery was renewable on an annual basis and will expire on April 30, 2014. Therefore, bids were sought for a new agreement. Joe's Towing and Recovery provided the sole bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff held an informational meeting with tow vendors on February 12, 2014. Fourteen (14) tow vendors were invited, but only representatives from four (4) vendors were present. Concerns raised by council members in March 2013, along with some concerns of the vendors present in this February meeting were discussed including:

- 1) When does the storage fee begin? (this had been remedied previously by assessing after the first 24 hours)
- 2) Concerns regarding cost parity between privately initiated tows and city initiated tows.
 - a. Representatives of the tow vendors all agreed the difference in cost is necessary to offset costs associated with providing the level of service specified in the bid (fleet size, room for storage, priority response etc.), the initial costs of the referral fee, and the absence of revenue resulting from providing nearly all tow related, (tow, tire change, jump starting, etc.), services for city vehicles at no charge. All vendors present noted there would be disparity in costs, and expressed no interest in having rate amounts provided to them by the city.
 - b. Same above reasons provided for storage cost disparity.
 - c. City receives all proceeds from sale of unclaimed automobiles. The tow vendor is not compensated for the tow and storage of these automobiles prior to the sale. Average proceeds to city are approximately \$100,000 annually from these sales.
 - d. 2013 comparison to other municipalities contracting tow services charges to citizens are similar.
 - e. Expense of the referral fee has an impact on costs as well (With this as a consideration, the referral fee was reduced from \$47,000/year to \$23,725/year, Joe's Towing and Recovery bid \$28,835/year for this new contract.) The extent of the referral will be to advise a motorist that the City uses Joes Towing & Recovery, but the motorist is free to use any towing company of their choice.
 - f. Tow vendor is not compensated for costs incurred when waiving fees, for not guilty verdicts, or when charges are dismissed.
 - g. Police receive priority service for all calls, significantly expediting service and avoiding hazardous delays.
 - h. The level of influence a government body can exert over towing rates is regulated by law. Should the city choose to dictate rates for some services, unintended consequences could likely result in higher costs for the City.

A second pre-bid meeting was publicized and held on March 10, 2014 and of the fourteen (14) vendors invited, only two (2) attended. No new issues were discussed.

FINANCIAL IMPACT: The term for renewal is three (3) years, which begins May 1, 2014 and ends April 30, 2017, with an option of renewing for an additional two (2) years, one (1) year at a time. The contract specifications require no charge to the City for specific tow services which include:

| Description of Service provided at no charge to City of Bloomington | Amount |
|--|---------------|
| • Towing of City owned cars and equipment under 10,000 GVW | No Charge |
| • Towing of other cars and equipment | No Charge |

- Tire changes No Charge
- Abandoned and Impounded vehicle storage charges to the City No Charge
- Power Starting or Jump Starting of City owned vehicles No Charge
- Vehicles for training purposes (one-time fee per year) No Charge

Additionally, the bid included specific services the vendor would provide to the City and designates set amounts the City would be charged for these services. The list of tow services provided that require City reimbursement include:

| Description of Service | Amount |
|---|---------------|
| Winching | \$50.00 |
| Outside City Mileage Rate | \$3.00/mile |
| Transport/tow vehicles to and from the BPD Range (round trip) | \$50.00 |
| Relocation of other cars and equipment | \$50.00 |

As a condition of the contract, Joe’s Towing & Recovery is required to pay the city an annual referral fee for the receipt of tow referrals from the Police Department. This tow referral includes tows from accident scenes and Police Department arrests which require the vehicle to be towed. This revenue is accounted for in Non-Departmental - Other Miscellaneous Revenue (10010010 - 57990) and the vendor will issue a payment to the City upon the issuance of a purchase order by the City.

Respectfully submitted for Council consideration.

Prepared by: Kenneth A. Bays, Asst. Chief of Police

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Towing Bid for 10,000 GVW and Under be awarded to Joe’s Towing and Recovery for the period of three (3) years commencing May 1, 2014.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Street and Park Trees

RECOMMENDATION/MOTION: That the purchase of 186 trees from John Deere Landscape, 140 trees from Schichtels Nursery Inc. and twenty-one (21) trees from Green Glen Nursery Inc. be approved, in a total amount of \$34,701, and the Procurement Manager be authorized to issue a Purchase Orders.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 4d. Improved neighborhood infrastructure; and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: The Park Maintenance Forestry division plants replacement trees each spring and fall on a typical one (1) for one (1) basis. The trees replanted are based upon the trees that are removed throughout the year for health and/or safety reasons. If one (1) tree is removed, one (1) tree is replanted. The number of trees is a combination of street trees, ash tree removal replacement trees and some park trees. Each year the Forestry division removes around 300-350 trees in a typical year. This year that number will increase due to Emerald Ash Borer damage. The Forestry staff has removed 219 Ash trees since October 1, 2013. The Forestry staff will begin planting in mid to late April and finish by June 1, 2014. This is the recognized time in the industry for optimal planting success with these species of trees.

Proposals on twenty-two (22) different tree species were received on March 25, 2014 from three (3) Nurseries:

| Common Name | Green Glen Joliet, IL | John Deere Northern, IL | Schichtels Springville, NY | QTY | Cost per species |
|------------------------|------------------------------|--------------------------------|-----------------------------------|------------|-------------------------|
| Autumn Blaze Maple | n/a | \$112 | \$69* | 5 | \$345 |
| Gr Mt Sugar Maple | n/a | \$112 | \$69* | 15 | \$1035 |
| Royal Red Norway Maple | n/a | \$112 | \$60* | 2 | \$120 |
| Silver Linden | n/a | \$112* | n/a | 10 | \$1120 |
| Ivory Silk Lilac | n/a | \$112 | \$71* | 40 | \$2840 |
| New Horizon Elm | n/a | \$112* | n/a | 15 | \$1680 |
| Triumph Elm | n/a | \$112* | n/a | 15 | \$1680 |
| Aut. Gold Ginko | \$145 | \$162 | \$92* | 5 | \$460 |
| Shawnee Brave Bald | n/a | \$125* | n/a | 10 | \$1250 |

| Common Name | Green Glen Joliet, IL | John Deere Northern, IL | Schichtels Springville, NY | QTY | Cost per species |
|--------------------------------|--------------------------|-------------------------------|----------------------------------|-----|------------------------|
| Cypress | | | | | |
| Red Sunset Red Maple | \$125 | \$112* | n/a | 50 | \$5600 |
| White Oak | n/a | \$143 | \$105* | 35 | \$3675 |
| Red Oak | n/a | \$112 | \$81* | 35 | \$2835 |
| Chinkapin Oak | n/a | \$125* | n/a | 25 | \$3125 |
| Swamp White Oak | n/a | \$112* | n/a | 30 | \$3360 |
| Canada Red Chokecherry | \$85* | \$93 | n/a | 20 | \$1700 |
| Accolade Elm | n/a | \$112* | n/a | 15 | \$1680 |
| Hedge Maple | n/a | \$112* | n/a | 10 | \$1120 |
| Thornless Cockspur Hawthorn | \$95* | \$112 | n/a | 1 | \$95 |
| Spring Snow Crab | n/a | \$99 | \$68* | 1 | \$68 |
| Kentucky Coffeetree | n/a | \$125 | \$79* | 2 | \$158 |
| Hackberry | n/a | \$112* | n/a | 5 | \$560 |
| Ivory Silk Lilac | n/a | \$195* | n/a | 1 | \$195 |
| TOTAL COST | | | | | \$34,701 |

* - Lowest and recommended price per tree

Recommended order breakdown listed by Vendor

| Name | Location | Trees | Price |
|-------------------------|--|-------|----------|
| John Deere Landscapes | 1385 East 36th St. Cleveland, OH 4414 | 186 | \$21,370 |
| Schichtels Nursery Inc. | 7420 Peters Rd., Springville, NY 14141 | 140 | \$11,536 |
| Green Glen Nursery | 2413 Laraway Rd., Joliet IL, 60433 | 21 | \$1,795 |
| Total | | 347 | \$34,701 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Schichtels Nursery Inc., John Deere Landscaping, Green Glen Nursery Inc., Corporation Council, and Procurement Manager.

FINANCIAL IMPACT: The total purchase price is \$34,701 of which \$10,000 is budgeted in Park Maintenance – Other Supplies (10014110 - 71190) and the remaining \$24,701 is budgeted in Capital Improvement – Other Miscellaneous (40100100 - 79990). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund on page 208 and in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on pages 106 and 314.

Respectfully submitted for Council consideration.

Prepared by: Robert A. Moews, Superintendent of Park Maintenance

Reviewed by: John R. Kennedy, Director of Parks, Rec. & Cultural Arts

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the purchase of 186 trees from John Deere Landscape, 140 trees from Schichtels Nursery Inc. and twenty-one (21) trees from Green Glen Nursery Inc. be approved, for a total amount of \$34,701, and the Procurement Manager be authorized to issue a Purchase Orders.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Request for Proposals (RFP) for Conservation of the Civil War Monument, a/k/a Soldiers and Sailors Monument

RECOMMENDATION/MOTION: That the RFP for Conservation of the Civil War Monument, a/k/a Soldiers and Sailors Monument be awarded to Joseph Gnazzo Company Inc., in the amount of \$48,300, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City;

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; 4d. Improved neighborhood infrastructure; and 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Civil War Monument, a/k/a Soldiers and Sailors Monument was dedicated on Memorial Day, May 30, 1913. The towering monument includes eight (8) bronze tablets with the names of 6,053 local residents who fought in the American Revolution, War of 1812, Black Hawk War, Mexican War, Civil War and Spanish-American War.

The monument stands 78' tall from the grade line. The base measure 35' square and is bisected by four (4) sidewalks or approaches, each framed by an arch 11½' tall and 6' wide. Topping the monument is 32½' long shaft, a fluted Tuscan column 4' at the base and 3' at the top, weighing about 36 tons.

Today the 101 year old monument is showing some wear and tear. There is some soiling and staining that needs to be removed from the granite. The mortar joints need to be cleaned and repointed. Some of the skyward facing mortar joints need to have a new lead cap installed and resealed. There are eighteen (18) different locations that new granite needs to be installed and carved to its original profile - this process is called a Dutchman. Lastly the scaling of the granite underneath the arches needs to be chiseled back to its original profile.

Proposals were received on March 25, 2014 from three conservators:

| Name | Location | Proposal Price |
|---|---|-----------------------|
| Joseph Gnazzo Company | 1053 Buckley Highway Union, CT 06076 | *\$48,300 |
| Architectural Preservation Services | 2100 Gable Avenue Baltimore, MD 20814 | \$91,330 |
| Conservation of Sculpture and Objects Studio Inc. | 900 S. Des Plaines Ave. Forrest Park, IL 60130 | \$307,970 |

* - Low and recommended bid

The Joseph Gnazzo Company has come highly recommended. Some of their conservation work includes: Harvard Hall on the campus of Harvard University, Maine State House in Augusta, Maine, The Bunker Hill Monument, and the Fort Jefferson National Monument. The Gnazzo Company has been on site to inspect the Civil War Monument.

Staff is unsure of the reasons behind such a wide discrepancy in bid prices, however, staff is confident the Joseph Gnazzo Company will provide a good end result for this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Joseph Gnazzo Company Inc., and Procurement Manager

FINANCIAL IMPACT: The total cost for the restoration of the Civil War Monument is \$48,300 which has been budgeted in Park Maintenance – Other Purchased Services (10014110 - 70690). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund on page 207.

Respectfully submitted for Council consideration.

Prepared by: Robert A. Moews, Superintendent of Park Maintenance

Reviewed by: John R. Kennedy, Director of Parks, Rec. & Cultural Arts

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the RPF for Conservation of the Civil War/Soldiers and Sailors Monument be awarded to Joseph Gnazzo Company Inc., Union, CT, in the amount of \$48,300, and the Procurement Manager 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for Proposals (RFP) for Taxable Capital Lease for FY14 Budget

RECOMMENDATION/MOTION: That the RFP for Taxable Capital Lease be awarded to Commerce Bank, Bloomington, IL, in the amount of \$1.482 million, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Complying with the City's budget or annual financial plan is a literal interpretation of all goals in the Strategic Plan.

BACKGROUND: A diverse range of equipment and vehicles is used to provide services to residents across the City. In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. The City has been successful in obtaining low interest rates by bidding each capital lease. The FY 2014 budget was adopted with purchasing capital equipment and vehicles through a five year capital lease.

A RFP was issued on March 7, 2014 and seven (7) responses were received listed below:

| Bidders | Interest Rate |
|-----------------------|----------------------|
| Commerce Bank | 1.85% |
| US Bank | 1.89% |
| Fifth Third Bank | 2.18% |
| PNC Equipment Finance | 2.24% |

| Bidders | Interest Rate |
|-----------------------|----------------------|
| Central Illinois Bank | 2.25% |
| JPMorgan Chase Bank | 2.47% |
| Flanagan State Bank | 3.52% |

The City recommends executing with Commerce Bank who bid the lowest interest rate; in addition, this proposal by Commerce Bank provides the City flexibility to retire the debt anytime during the duration of the contract as long done so in whole, without any penalty.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFP was published in the Pantagraph on March 7, 2014 and posted on the City’s web site. Twenty (20) financial institutions were mailed RFP’s. Seven (7) responses were received.

FINANCIAL IMPACT: The estimated five (5) year interest rate cost is approximately \$68,350.02. Commerce Bank indicated they would pass on interest rate savings from any short term change in interest rates to the City between the bid and the execution of the capital lease contract. The principal and interest expenditures for this item are budgeted from the following line items within each department (73401 – Principal Expense) and (73701 – Interest Expense).

Respectfully submitted for Council consideration.

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Council

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the RFP for Taxable Capital Lease be awarded to Commerce Bank, in the amount of \$1.482 million, 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amend Alternative Service Concepts (ASC) Claims Service Contract, Third Party Administrator Claims (TPA) – May 1, 2013 through April 30, 2016 regarding Claims Authority

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

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: On April 22, 2013, Council approved a three (3) year contract with ASC to provide claims adjustment services. These services include all claims and/or losses reported during the term of the Contract which involves worker's compensation and property and casualty claims against the City; investigate, adjust, settle or resist all such losses and/or claims with the excess of the agreed discretionary settlement authority limit of \$5,000.

The City meets quarterly with the ASC's Claim Adjuster, Insurance Consultant to review all open claims and discuss course of action that would include, settlement, hearings, law suits, etc. The Senior Claims Adjuster also attends all Council Executive Session to discuss settlement authority over the \$15,000 authority limit, as well as to answer any questions regarding claim authority, settlement authority given by the Council, what the claims settle for and the savings to the City.

The Senior Claims Adjuster has been very effective in closing claims in a very timely manner and some cases have been able to settle the claim for less money than the Council approved. The Senior Claims Adjuster has proved that she is a good "steward" of the City dollars.

Staff has found that some cases need to be settled quickly due to rulings from the Illinois Department of Worker's Compensation, negotiations between the City's attorney and the claimant's attorney. Because of the time lapse between settlement authority approvals from the City Manager, whose settlement authority is \$5,001 up to \$15,000, we have found that if the window of time has elapsed and it can cost additional dollars to the city to settle the claim.

By increasing the Claims Adjuster Authority up to \$10,000, this will allow for quick resolution to claims settlements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Will not have any impact on the budget.

Respectfully submitted for Council consideration.

Prepared by:

Barbara J. Adkins, Deputy City Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

**ASC
ALTERNATIVE SERVICE CONCEPTS, LLC CLAIMS SERVICE CONTRACT
ADENDUM**

Under “CLIENT” AGREES;

Number 5: “To relinquish authority to “ASC” in all matters relating to claims service within the agreed discretionary settlement authority limit of ~~\$5,000~~ \$10,000 Dollars.

ALTERNATIVE SERVICES CONCEPTS, LLC

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____

CITY OF BLOOMINGTON

WITNESS: Tracey Covert

BY: Tari Renner

TITLE: Mayor

DATE: April 15, 2014

Motion by Alderman Schmidt, seconded by Alderman Stearns that the contract 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Tolling Agreement with McLean County Land Trust CC-1

RECOMMENDATION/MOTION: That the Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks, and Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third Amendment is the final amendment to the Fox Creek Annexation Agreement, and effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement. The City contends that pursuant to the parties' agreements, the owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision. Paragraph 18 of the Third Amendment provided that: "This Agreement shall be enforceable for a period of 20 years from the date of passage of the annexation ordinance contemplated by this agreement." Ordinance No. 1994 - 41, which ratified the Third Amendment, was passed on April 25, 1994 and approved on April 26, 1994. The effective term of the parties' annexation agreement arguably ends on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later".

The parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in six (6) months. All believe that it would not be in either parties' interest to engage immediately in litigation. Accordingly, the parties have negotiated a tolling agreement. A tolling agreement is an agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. During this period, the parties waive any defense by way of any statute of limitations which would otherwise arise during such period. This agreement will allow the City and McLean County Land Trust CC-1 additional time to reach resolution on the outstanding issues and protect the City's right to enforce the provisions contained in the prior agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Snyder Development, A. Clay Cox, and Edward R. Gower.

FINANCIAL IMPACT: It is estimated McLean County Land Trust CC-1 currently owes the City \$562,194.78 in development fees. There are other “punch list” items that are covered by this agreement that have not yet been estimated.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

TOLLING AGREEMENT

This Tolling Agreement is made and entered into on this 14th day of April, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991;

WHEREAS, the parties entered into an original annexation agreement dated December 10 and 11, 1990, which was amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties’ agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.;

WHEREAS, the annexation ordinance contemplated by the annexation agreement was passed by the Bloomington City Council on April 25, 1994;

WHEREAS, the City contends that pursuant to the parties' agreements the Owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision;

WHEREAS, the effective term of the parties' annexation agreement arguably ends on April 24, 2014;

WHEREAS, section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later"; and

WHEREAS, the parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in six months and believe that it would not be in either parties' interest to engage immediately in litigation.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The "Effective Date" shall mean the date of April 14, 2014.
2. The "Termination Date" shall mean the date of October 14, 2014.
3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.
4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.
5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014.
6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of an amendment to the annexation agreement have been met, the parties will execute a fourth amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A.

City of Bloomington, Illinois,

A Municipal Corporation

By: Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

McLean County Land Trust CC-1 Dated
September 1, 1993

David Fedor, as Trustee

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Agreement with McLean County Land Trust CC-1 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment for Participation in McLean County's Information Technologies for EJustice Support and Oracle Support

RECOMMENDATION/MOTION: That the payment to McLean County's Information Technologies in the amount of \$29,696.97 for EJustice support and \$8,792.72 for Oracle support for EJustice be approved for a total of \$38,489.69.

STRATEGIC PLAN LINK: Goal 1. Financially sound city providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with several others for the most cost-effective service delivery.

BACKGROUND: On August 23, 1999, Council entered into a joint agreement with other police agencies in McLean County to use EJustice as a means to enter police reports. The EJustice System allows the Police Department staff to track evidence, review police reports from other agencies, and view other agencies' mug shots.

The EJustice System is the City's only means of electronic report submission and electronic evidence tracking. Due to a change in the ownership of the EJustice program, all users are now required to provide funds to support the EJustice program. The total price for supporting the program is \$140,000 per year. There was no increase to the cost of the annual maintenance agreement for this year. The City, Town of Normal, Illinois State University, and McLean County Sheriff's Department split the \$140,000 based on the number of users in each department. It should be noted that the McLean County Sheriff's Department pays for users in the Circuit Clerk's Office, States Attorney's Office and all rural police agencies.

The Oracle System is the database and all associated tools to keep it functional, including the application server license and license for Discoverer which is the ad-hoc reporting tool available to the agencies. This expense has been shared by the agencies since 2006. The City Police Department did not pay anything for the original development of the software. The cost this year is \$8,792.72.

This agreement is renewable on a yearly basis and will be in effect from May 2014 through April 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for EJustice program and Oracle support system is \$38,489.69 which has been budgeted in Police - Other Supplies (10015110 - 71190). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the payment to McLean County's Information Technologies in the amount of \$29,696.97 for EJustice support and \$8,792.72 for Oracle support for EJustice be approved for a total amount of \$38,489.69.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on July 5, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commissioner Geoffrey Tompkins called the Liquor Hearing to order to hear the request of Dana and Carrie Riisberg to allow moderate consumption of alcohol at their July 5, 2014, vow blessing and reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Carrie Riisberg, bride and requestor's representative.

Commissioner absent: Tari Renner.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representative address this request. Carrie Riisberg, bride, addressed the Commission. She and Dana were married on September 13, 2013. The reception would be held at the Davis Lodge on July 5, 2014. It would start at 4:00 p.m. She anticipated between 110 – 115 guests. Reality Bites located at 414 N. Main St. would be the caterer providing both food and beverage services. The Davis Lodge operates under quiet hours commencing at 10:00 p.m. and the Lodge must be vacated by 12:00 a.m. (midnight).

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Dana and Carrie Riisberg to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their July 5, 2014 reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 23

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

WHEREAS, Dana and Carrie Riisberg are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 10:00 p.m. on July 5, 2014; and

WHEREAS, Dana and Carrie Riisberg have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Lake Bloomington Davis Lodge on July 5, 2014 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Ordinance be passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 29, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commissioner Geoffrey Tompkins called the Liquor Hearing to order to hear the request of Jordan Kaase and Carol McSweeney to allow moderate consumption of alcohol at their November 29, 2014, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Jordan Kaase and Carol McSweeney, groom and bride and requestors' representative.

Commissioner absent: Tari Renner.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representatives address this request. Carol McSweeney, bride, addressed the Commission. The wedding ceremony would be at St. Patrick's Catholic Church. The reception would be held at the Miller Park Pavilion on November 29, 2014. It would start around 4:00/5:00 p.m. She anticipated between 100 guests. Ozark House located at 704 S. McGregor St. would be the

caterer providing both food and beverage services. She noted that liquor service would be limited to beer and wine only. The Miller Park Pavilion must be vacated by 10:00 p.m.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Jordan Kaase and Carol McSweeney to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 29, 2014 reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 24

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

WHEREAS, Jordan Kaase and Carol McSweeney are planning to hold their wedding reception at the Miller Park Pavilion from 4:00 p.m. to 10:00 p.m. on November 29, 2014; and

WHEREAS, Jordan Kaase and Carol McSweeney have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on November 29, 2014 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Ordinance be passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petitions from Andrew Hunt, Requesting Approval of a Final Plat for the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision and Vacation of an Easement in Lot 14 in the 5th Addition to Hawthorne Commercial Park Subdivision

RECOMMENDATION/MOTION: That the Final Plat and Easement Vacation be approved and the Ordinances passed.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses.

BACKGROUND: The subject property is located south of GE Rd. on Woodbine Rd. Lot 14 is the existing site of Scribbles Learning Center. The property owner plans to expand the business and has purchased additional land that will be added to the lot for a building addition as part of the resubdivision plat. Due to the building expansion, an existing utility easement needs to be vacated. The owner has contacted the local utility companies and confirmed that no existing public or private utilities are currently located in the portion to be vacated. The owner is dedicating a new utility easement in a different location to replace the vacated portion of the easement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Andrew Hunt, Shive-Hattery.

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

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Andrew Hunt hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Andrew Hunt

ORDINANCE NO. 2014 – 25

AN ORDINANCE APPROVING THE FINAL PLAT OF THE RESUBDIVISION OF LOT 14 IN THE 5TH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

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

1. That the Final Plat of the Resubdivision of Lot 14 in the 5th Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois more particularly described as follows:

Beginning at the Northwest corner of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision recorded as Document Number 2006 - 33160 in the Office of Recorder of Deeds, McLean County;

Thence North 89 Degrees 48 Minutes 30 Seconds East 216.43 Feet along the Northerly line of said Lot 14 to the Northeast corner of said Lot 14;

Thence South 00 Degrees 11 Minutes 30 Seconds East 290.00 feet along the Easterly line of said Lot 14 to the Southeast corner of said Lot 14;

Thence South 89 Degrees 48 Minutes 30 Seconds West 165.86 feet along the Southerly line of said Lot 14;

Thence South 00 Degrees 11 Minutes 30 Seconds East a distance of 40.00 feet;

Thence South 89 Degrees 48 Minutes 30 Seconds West a distance of 154.86 feet to a point on the Easterly right of way of Woodbine Road as dedicated in the Second Addition to Hawthorne Commercial Subdivision and recorded as Document Number 2005 - 6797 in said Recorder's Office;

Thence Northeasterly 104.32 feet along a 267.00 Radius Curve Concave to the Southeast whose Chord bears North 13 Degrees 36 Minutes 17 Seconds East a distance of 103.65 Feet;

Thence North 24 Degrees 47 Minutes 51 Seconds East along the said Easterly right of way line a distance of 114.71 Feet;

Thence Northeasterly 129.97 Feet along a 337.00 Radius Curve Concave to the Northwest whose Chord bears North 13 Degrees 44 Minutes 55 Seconds East a distance of 129.17 Feet to the Point of Beginning.

Said described parcel contains 81,558.98 square feet (1.872 acres) more or less.

PIN # 15-31-227-015

PIN # 15-31-227-018 (part)

**PETITION FOR VACATION OF AN EASEMENT IN LOT 14
IN THE HAWTHORNE COMMERCIAL SUBDIVISION 5TH ADDITION**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes Andrew Hunt, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibits A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of easement adjacent to said premises;
3. That said vacation of easement is reasonable and proper because such easement is not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that easement be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: Andrew Hunt

ORDINANCE NO. 2014 - 26

**AN ORDINANCE PROVIDING FOR THE VACATION OF AN EASEMENT IN LOT 14
IN THE HAWTHORNE COMMERCIAL SUBDIVISION 5TH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of easement; and

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

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

WHEREAS, it is reasonable and proper to vacate said easement as requested in this case.

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

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

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Easement Vacation Legal Description

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois more particularly described as follows:

Commencing at the Southeast Corner of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision recorded as Document Number 2006 – 33160 in the Office of Recorder of Deeds, McLean County;

Thence South 89 Degrees 48 Minutes 30 Seconds West a distance of 173.36 feet to the Point of Beginning;

Thence South 89 Degrees 48 Minutes 30 Seconds West a distance of 127.19 feet to a point on the easterly right of way of Woodbine Road;

Thence Northeasterly along said easterly right of way line 5.12 feet along a 252.00 foot radius curve concave to the Southeast whose chord bears North 12 Degrees 19 Minutes 45 Seconds East a distance of 5.12 Feet;

Thence North 89 Degrees 48 Minutes 30 Seconds East a distance of 126.08 feet;

Thence South 00 Degrees 11 Minutes 30 Seconds East a distance of 5.00 feet to the Point of Beginning;

Said described parcel contains 633.2 square feet more or less.

PIN # 15 – 31 – 227 – 015

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Final Plat and Easement Vacation be approved and the Ordinances passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Hawthorne Commercial Park, LLC, requesting approval of a Final Plat for the Tenth (10th) Addition to Hawthorne Commercial Park Subdivision

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

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This subdivision is located near the intersection of Norma Dr. and Pamela Dr., west of Towanda Barnes Rd. The proposed Lot 22 of the 10th Addition is intended to be used as a future public park. The original Hawthorne Commercial Park Subdivision preliminary plan called for the dedication of a three (3) acre public park at the original farmhouse site along Towanda Barnes Rd. in accordance with the original land sales contract between the developer and Frances S. Kelley. Due to the sale of the land originally planned as a park, the developer is no longer able to dedicate a park in the originally intended location. The developer and the Kelley family have selected approximately 2.4 acres on the south side of Pamela Dr. as the new location for a future park.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Frances S. Kelly Family, Larry Bielfeldt.

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

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager
John Kennedy, Director of Parks, Rec. and Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Tenth Addition to Hawthorne Commercial Subdivision;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Tenth Addition to Hawthorne Commercial Subdivision as submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Larry Bielfeldt

ORDINANCE NO. 2014 - 27

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
TENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION**

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

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

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

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

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

1. That the Final Plat of the Tenth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved subject to payment of required tap on fees in the amount of \$9,390.98.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 14th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT A

Legal Description of Property

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence North 239.97 feet along the West line of said tract of land to the South line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-way Document No. 2007-29741 in said Recorder's Office; thence Easterly 108.80 feet along said South line of Pamela Drive being the arc of a curve concave to the South having a radius of 465.00 feet and the 108.55 foot chord of said arc forms an angle to the left of 96 degrees 29 minutes 34 seconds with the last described course; thence East 306.14 feet along said South line which forms an angle to the left of 173 degrees 17 minutes 50 seconds with the last described course to the East line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence South 257.83 feet along said East line which forms an angle to the left of 89 degrees 54 minutes 55 seconds with the last described course to the Southeast corner of said tract of land, being a point on the South line of said Northeast Quarter; thence West 412.72 feet along said South line which forms an angle to the left of 89 degrees 21 minutes 50 seconds with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

PIN# 15 – 31 – 277 – 004

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Final Plat be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Hawthorne Commercial Park, LLC, requesting approval of a rezoning from B - 1, Highway Business District, to S - 2, Public Lands and Institutions District, for the property located on Lot 22, Tenth (10th) Addition to Hawthorne Commercial Subdivision located on the south side of the intersection of Pamela Dr. and Woodbine Rd., which is to be deeded to the City for a park.

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

STRATEGIC PLAN LINK: Goal 5. Great Place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The land subject to the rezoning is located in a large area of undeveloped land to the east, north and south of the intersection of Pamela Dr. and Woodbine Rd.; however, the land to the west, northwest and southwest is already developed as residential. Previous discussions and plans had indicated a park would go in the northeast portion of this site between Towanda Barnes Rd. and Leslie Dr. The developer, as a result of private litigation, is now seeking to rezone land on the south side of Pamela Dr. and dedicate that land to the City to be used as a park.

This case was before the Planning Commission for a public hearing and review on March 26, 2014. The petitioner and his attorney spoke at the hearing in favor of the petition. (See the accompanying minutes of the proceedings.) Staff stated that S-2 zoning is consistent with the zoning of other city parks and explained that the petitioner was under a court order to deed this parcel over to the City to be used for a park. Three (3) citizens from nearby neighborhoods spoke in opposition to the petition or questioned the need for the rezoning. The opposition was concerned that the change to S-2 zoning might encourage rezoning of other land in the area to S-2 and thereby encourage multi-family apartment developments. The Planning Commission voted to recommend approval of the rezoning by a vote of 6 - 2. It should be noted that any further rezoning would need to go before both the Planning Commission and City Council in order to be approved and that no further rezoning to S-2 is anticipated in this area at this time.

The designated area is a good location for a park as it will serve residences that are in close proximity to the site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 24 property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: Once the land is deeded to the City, there should be a decrease in property tax revenues as it will no longer be privately owned. Once the land is developed as a park property, taxes of nearby residences could increase.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE
John Kennedy, Director of Parks, Rec. and Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of B - 1, Highway Business District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S - 2, Public Lands & Institutions zoning district classification;
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 the benefits realized by the general public in approving this petition will exceed the hardships

imposed on your petitioner by 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 above-described premises from B - 1, Highway Business District to S - 2, Public Lands & Institutions District.

Respectfully submitted,

By: Larry Bielfeldt

ORDINANCE NO. 2014 -28

**AN ORDINANCE REZONING TENTH ADDITION TO HAWTHORNE COMMERCIAL
SUBDIVISION FROM B - 1 HIGHWAY BUSINESS DISTRICT
TO S - 2 PUBLIC LANDS & INSTITUTIONS DISTRICT**

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

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

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit "A" shall be and the same are hereby rezoned from B - 1 Highway Business District to S - 2 Public Lands & Institutions 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 this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Description of Property

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence North 239.97 feet along the West line of said tract of land to the South line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-way Document No. 2007-29741 in said Recorder's Office; thence Easterly 108.80 feet along said South line of Pamela Drive being the arc of a curve concave to the South having a radius of 465.00 feet and the 108.55 foot chord of said arc forms an angle to the left of 96 degrees 29 minutes 34 seconds with the last described course; thence East 306.14 feet along said South line which forms an angle to the left of 173 degrees 17 minutes 50 seconds with the last described course to the East line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence South 257.83 feet along said East line which forms an angle to the left of 89 degrees 54 minutes 55 seconds with the last described course to the Southeast corner of said tract of land, being a point on the South line of said Northeast Quarter; thence West 412.72 feet along said South line which forms an angle to the left of 89 degrees 21 minutes 50 seconds with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

PIN# 15 – 31 – 277 - 004

Motion by Alderman Schmidt, seconded by Alderman Stearns 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Hershey Grove, LLC, to rescind the Final Plat of the Hershey Grove Fourth (4th) Addition Phase I previously approved by Council and approval of the Final Plat for the Fourth (4th) Addition to Hershey Grove Subdivision

RECOMMENDATION/MOTION: That Ordinance 2009 – 02 be rescinded, the Final Plat be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This subdivision is located south of Ireland Grove Rd. and east of Hershey Rd. The Final Plat is in conformance with the Preliminary Plan approved in April 2002. The proposed addition consists of ten (10) single-family residential lots.

The Final Plat of Hershey Grove Fourth (4th) Addition Phase I was approved by Council on January 12, 2009. The tap on fee was paid and the documents to be recorded were picked up by the petitioner in March 2010. It was recently discovered that the documents were never taken to the County Recorder's office. Therefore, the initial final plat ordinance must be rescinded as the petitioner wishes to refile for approval of a final plat for this property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Hershey Grove LLC, Farnsworth Group.

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

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 29

**AN ORDINANCE RESCINDING THE ORDINANCE PREVIOUSLY APPROVING
THE FINAL PLAT OF THE FOURTH ADDITION PHASE I HERSHEY GROVE
SUBDIVISION**

For the reasons set forth in the Council Memorandum for Approval of the Fourth Addition to Hershey Grove Subdivision, which Petition is valid and sufficient, and the Petition should be granted.

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

1. That Ordinance Number 2009 - 02 approved by Council on January 12, 2009 be rescinded;
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hershey Grove, L.L.C. an Illinois limited liability company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as the Fourth Addition to Hershey Grove Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Final Plat for Fourth Addition to Hershey Grove Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Hershey Grove LLC,

By: Steve Snyder, as Trustee of Land Trust
No. HG-1

ORDINANCE NO. 2014 - 30

**AN ORDINANCE APPROVING THE FINAL PLAT
OF THE FOURTH ADDITION TO HERSHEY GROVE SUBDIVISION**

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

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

1. That the Final Plat of the Fourth Addition to Hershey Grove Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

Fourth Addition to Hershey Grove Subdivision

A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Easternmost Corner of Lot 94 in the Third Addition to Hershey Grove Subdivision in the

City of Bloomington, Illinois, according to the Plat recorded as Document No. 2004-38517 in the McLean County Recorder's Office. From said Point of Beginning, thence southwest 116.95 feet along the Southeasterly Line of said Lot 94 to the Southernmost Corner of thereof; thence southeasterly 58.10 feet along the Northeasterly Right-of-Way Line of Keybridge Way as dedicated in said Third Addition being the arc of a curve concave to the northeast with a radius of 345.00 feet and the 58.03 foot chord of said arc forms an angle to the right of 85°-10'-33" with the last described course to the Easternmost Corner of said Keybridge Way; thence southwest 237.12 feet along the Southeasterly Line of said Keybridge Way and the Southeasterly Lines of Lots 93, 92, and 91 in said Third Addition which form an angle to the right of 265°-10'-33" with the last described chord to the Southeast Corner of said Lot 91; thence east 408.25 feet along the North Lines of Lots 89 through 84, inclusive, in said Third Addition which form an angle to the right of 65°-34'-14" with the last described course to the Northeast Corner of said Lot 84; thence north 125.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 3.21 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence north 185.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of Ireland Grove Subdivision according to the Plat recorded as Document No. 2003-6526 in said Recorder's Office; thence west 185.71 feet along the South Lines of Lots 31 through 27, inclusive, in said Ireland Grove Subdivision which form an angle to the right of 90°-00'-00" with the last described course to a point of curvature; thence northwesterly 118.42 feet along the arc of said curve concave to the northeast with a radius of 220.00 feet and the 117.00 foot chord of said arc forms an angle to the right of 195°-25'-12" with the last described course to the Point of Beginning, containing 2.56 acres, more or less.

P.I.N. 21-13-104-030

Motion by Alderman Schmidt, seconded by Alderman Stearns that Ordinance 2009 – 02 be rescinded, the Final Plat be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Dennis Pulliam, requesting approval of a Special Use Permit for a Two-Family Residence for the property located at 611 S. Clayton St.

RECOMMENDATION/MOTION: That Council deny the Special Use Petition.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4c. Preservation of property home evaluations, and 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: The lot at 611 S. Clayton is substandard for the minimum lot size and width as required by the Zoning Ordinance. Occupying the site with a two-family dwelling will encourage neighborhood density and overcrowding. In turn this may weaken property values and along with being rented out will discourage residents from taking responsibility for their properties and neighborhood.

The petitioner is requesting the approval of a special use for a two-family residence. The lot is 6,725 square feet in area and 46' wide. The ordinance's standard for a two dwelling unit is a minimum of 13,200 square feet and 50' in width for the R - 1C, Single-Family Residence District. Thus the lot is substandard for a two-family dwelling in this zoning district.

This case was before the Zoning Board of Appeals for a public hearing and review on March 19, 2014. The petitioner spoke in favor of the petition. He explained he has recently acquired the property which has been vacant but it had been a two (2) family residence and he wants to reestablish such. No one else from the public spoke in favor or against the petition.

Staff has evaluated the project and finds it to be an inappropriate use for the site. This is based on the lot being a substandard lot as well the fact that the overwhelming majority of the neighborhood uses are single family residences and not two units. Since the lot is smaller in size and the related issues description herein staff has felt obligated to recommend denial.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 7 - 0 condition. They felt since there was a two (2) family residence there at one time and since the building was an old store front at one time that it lends itself to a two (2) unit more than a single family dwelling. The building is indeed unique to the neighborhood. There was a two (2) family dwelling established in the building and then both units became vacant and it was sold to the current owner who is also the applicant in this case. The Board also felt in this case the applicant is only trying to reestablish what was there for several years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to 74 property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The financial impact on the city revenues should slightly increase with some remodeling resulting in the property taxes increasing if approved but the same may occur with a denial.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:
611 S. CLAYTON STREET**

State of Illinois)
) ss.
County of McLean)

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

Now comes Dennis Pulliam, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

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

6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R – 1C zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R - 1C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

Dennis Pulliam

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DUPLEX
FOR PROPERTY LOCATED AT: 611 S. CLAYTON STREET**

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

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

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

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

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

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

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Tract No. 9: The North 46 feet of Lot 8 in the Subdivision of Lot 3 of the Assessor's Subdivision of the North East ¼ of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-09-226-019

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Special Use Petition be denied.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of 2014 Bond MS SEDCO Intersector Microwave Detection Equipment

RECOMMENDATION/MOTION: That the formal bid process be waived, the purchase of thirty-six (36) MS SEDCO Intersector Presence Detectors, thirty-six (36) MS SEDCO Intersector Interface Boards and 11,000' of Outdoor Rated CAT5 Cable from Brown Traffic Products Inc., a sole source provider, be approved, in the amount of \$160,550, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 4d. Improved neighborhood infrastructure; and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The street resurfacing scope of work included in the 2014 Bond General Resurfacing Contract will require the removal of traffic signal detector loops that are embedded in the existing pavement. These existing detector loops will be removed during the asphalt milling operations. Traffic signal detection will need to be reinstalled to restore complete operation of the traffic signals. Staff recommends that MS SEDCO Microwave Motion and Presence Sensors be installed at these intersections in lieu of reinstalling traffic detection within the pavement structure.

These detection units were not included in the 2014 Bond General Resurfacing contract. By excluding the detection units from the resurfacing contract, the City is able to purchase the units without paying for the markup that would be included otherwise. Brown Traffic Products, Inc. is the sole source distributor for MS SEDCO products in the region.

The MS SEDCO Intersector is a microwave based motion and presence sensor that is used for intersection control. Microwave detection offers the following benefits:

- Detection is not affected by the weather
- Not susceptible to in-road breakage
- Can be installed at existing traffic signal locations
- Future street work near the intersection will not impact detection capabilities
- Allows the establishment of bicycle only detection zones
- Staff has experience with these units and are qualified for their installation

Microwave detection is being utilized at the intersection of College Ave. and Hershey Rd., and is being incorporated into future traffic signal design contracts. It is anticipated that staff will install the microwave units to coincide with the resurfacing contract work.

The 2014 \$10 million Street Resurfacing Project has been allocated as follows:

| | |
|--|-------------|
| CCTV Sewer Inspections | \$200,000 |
| Pavement Preservation Program | \$450,000 |
| Sidewalk Replacement & Handicap Ramp Program | \$1,000,000 |
| SEDCO Microwave Detection | \$160,000 |
| General Resurfacing Program | \$8,190,000 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The SEDCO Microwave Detection for \$160,550 is included in the FY 2014 Amended Budget. On October 14, 2013, Council passed an ordinance providing for an issuance of General Obligation Bonds not to exceed \$10,000,000 for the purpose of financing street resurfacing and sewer improvements. The budget amendment was presented by staff and approved by Council on December 16, 2013. The accounting for payment of the \$160,550 is Capital Improvement - Street Construction & Improvements (40100100 – 72530 – 40500). These funds will be encumbered in FY 2014 and all bond related expenditures will be assigned project code 40500.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Asst. City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Lower noted that this item addressed detecting vehicles at intersection. He questioned if this was a sole source item.

Jim Karch, Public Works Director, addressed the Council. This was a sole source product. There were regional licenses with only one (1) vendor per region. The City had an established history with this vendor and its products. City employees would install same. These items would allow for multi model microwave detection.

Alderman Lower questioned payment for this item. Mr. Karch noted that these items would be included in the \$10 million dollar street resurfacing work. These items were components of the street resurfacing work.

Alderman Lower stated that these items would not be attached to the pavement. Mr. Karch noted that the existing loop in the pavement would be removed.

Motion by Alderman Lower, seconded by Alderman Schmidt that the formal bid process be waived, the purchase of thirty-six (36) MS SEDCO Intersector Presence Detectors, thirty-six (36) MS SEDCO Intersector Interface Boards and 11,000' of Outdoor Rated CAT5 Cable from Brown Traffic Products Inc., a sole source provider, be approved, in the amount of \$160,550, and the Procurement Manager 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for the City Hall Roof Replacement

RECOMMENDATION: That the bid for Replacement of the City Hall Roof be awarded to Wyman Roofing, Peoria Heights, IL, in the amount of \$226,311, and the Mayor and City Clerk

be authorized to execute the necessary documents for approval of the Base Bid and Alternates One and Three, the Budget Amendment be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City Hall Roof has been in need of replacement for some time. Snow and rain result in significant leakages in various offices. This has created numerous issues requiring attention.

Bids were sought in the following manner:

- The Base Bid included the new roof.
- Alternate One involved thicker roofing material and an additional ten (10) years of warranty.
- Alternate Two involved a different method of water channelization, which would have resulted in an inferior system.
- Alternate three involved replacement of the skylights.

Bid submissions were received from five (5) companies. The breakdown of their bids is contained in the following chart:

| Company | City, State | Base Bid | Alt. #1 | Alt. #2 | Alt. #3 | Weeks to complete |
|------------------------------|--------------------|-----------------|----------------|-----------------|----------------|--------------------------|
| Advanced Commercial Roofing | Champaign, IL | \$213,152 | \$15,067 | Deduct \$4,862 | \$3,596 | 7 |
| Union Roofing Co. | Chenoa, IL | \$233,780 | \$20,350 | Deduct \$6,575, | \$5,995 | 6 |
| Peoria Roofing & Restoration | Peoria, IL | \$244,890 | \$14,783 | Deduct \$9,326 | \$9,400 | 5 |
| Wyman Roofing | Peoria Hts., IL | \$213,500 | \$8,990 | Add \$4,910 | \$3,821 | 6 |
| River City Roofing | Bartonville, IL | \$233,000 | \$81,500 | \$ -0- | \$6,000 | 5-6 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Due to the severe leakage Finance recommends that this repair be awarded as soon as possible and not delayed. The expense for the roof replacement of \$226,311 will be taken from the General Fund balance through the budget amendment attached.

Respectfully submitted for Council consideration.

Prepared by: Frank Koehler, Interim Director - PACE

Reviewed by: Jon C. Johnson, Procurement Manager

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

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 22

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2013 - 18.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Alderman Lower questioned this item.

Frank Koehler, Interim PACE Director, addressed the Council. There had been a number of instances when the roof had leaked. The roof was in bad condition. This request was emergency in nature. This item was planned for inclusion in the FY 2015 Budget.

Alderman Lower questioned if this item could be delayed. Mr. Koehler expressed his opinion that worker and citizen safety would be endangered. There were a number of holes in the roof. It was close to interfering with the electrical systems. City Hall was an old building. It was the nature of the roof.

Alderman Lower questioned documentation.

David Hales, City Manager, addressed the Council. There had been discussion of including this item in the FY 2014 Budget. City staff had believed that this project could wait for one more year. It had become an emergency repair.

Motion by Alderman Lower, seconded by Alderman Schmidt that the bid for Replacement of the City Hall Roof be awarded to Wyman Roofing, Peoria Heights, IL, in the amount of \$226,311, and the Mayor and City Clerk be authorized to execute the necessary documents for approval of the Base Bid and Alternates One and Three, the Budget Amendment be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: McLean County Animal Shelter Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective efficient manner.

BACKGROUND: For the past several years, the City and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for

stray animals. The Town of Normal has a similar agreement. The present contract expires April 30, 2014.

For the period May 1, 2014 through April 30, 2015, the proposed contract with the McLean County Board of Health reflects an increase of two percent (2%) from \$34,847 a year to \$35,544 per year. This increase has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A two percent (2%) increase from \$34,847 to \$35,544 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Schmidt questioned this item. She noted questions and/or recommendations from citizens and/or advocacy groups. This information had been forwarded on to the McLean County Health Department. She requested that this item be laid over until the Council's April 28, 2014 meeting.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the item be laid over until the Council's April 28, 2014 meeting.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Animal Control Warden Services Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective efficient manner.

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. The Town of Normal has a similar agreement for these services. Specific services and conditions are outlined in the intergovernmental agreement. The agreement reflects an increase from \$99,426 to \$101,412, a two percent (2%) increase which has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A two percent (2%) increase from \$99,426 to \$101,412 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Schmidt questioned this item. She noted questions and/or recommendations from citizens and/or advocacy groups. This information had been forwarded on to the McLean County Health Department. She requested that this item be laid over until the Council's April 28, 2014 meeting.

Motion by Alderman Schmidt, seconded by Alderman Stearns that item be laid over until the Council's April 28, 2014 meeting.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, requesting a GPBS liquor license

RECOMMENDATION/MOTION: That an GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) No single serve sale items.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to address the reappearance of Asil 1, Inc., d/b/a Price Rite Food Mart, located 706 N. Clinton, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Ahmad Samhan, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and noted that this was the third hearing regarding this application. The State of Illinois had lifted the hold. There was a payment plan with the Dept. of Revenue.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He had verified Commissioner Renner's comments. The applicant was a different legal entity. There was an approved payment plan and the state had lifted the hold.

Commissioner Renner noted that concerns had been raised. He encouraged the Commission to grant consideration of this application with the following condition: no single serve sale items. Beer could be sold in six (6) packs and/or forty ounce (40 oz.) cans. This condition would be revisited six (6) months after a liquor license was created. He recognized neighborhood residents concerns.

Ahmad Samhan, owner/operator and Applicant representative, addressed the Commission. He stated that single serve items were the most profitable. Surveillance cameras had been installed on March 4, 2014. The business' appearance had been improved.

Commissioner Tompkins noted that Mr. Samhan had complied with all of the Commission's requests.

Commissioner Jordan noted the initial \$100,000 payment. Mr. Samhan confirmed that this payment had been made.

Commissioner Renner restated that the state had released its hold and recognized citizen objections.

Mr. Boyle noted that there were two (2) different legal entities. There was a familial relationship. The Commission should look at other factors, (Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License Findings). He restated that the state had removed the hold.

Commissioner Jordan noted the \$4,500 monthly payments. Mr. Samhan informed the Commission that payments were made by his father. Payments were made on March and April 1, 2014.

Commissioner Jordan addressed Mr. Samhan's original application. He questioned Mr. Samhan's employment at this address. Mr. Samhan had been employed at this address for two (2) years. He did not have a management experience during this time.

Commissioner Jordan cited the monthly rent – \$4,250 and a twenty (20) year contract with his father. Mr. Samhan responded affirmatively.

Commissioner Jordan questioned if the City had verification from the Liquor Control Commission that the state would issue a liquor license if the City issued one. Mr. Boyle noted that the applicant would not be eligible for a state liquor license without a local one.

Commissioner Jordan cited the debt, \$750,000. He expressed his interest in an understanding that if Mr. Samhan's father missed a payment that the City's liquor license would be revoked. These were taxpayer dollars. He noted that Mr. Samhan had filed this application in December 2013. He questioned the number of payments made. Mr. Samhan restated two (2) payments March and April 2014.

Commissioner Jordan noted that the store has remained open. Mr. Samhan informed the Commission that the store had closed in January 2014. He reopened the store in February 2014 under a new corporation.

Commissioner Jordan expressed his belief that payments must be kept current.

Commissioner Renner questioned City action if payments to the state were not kept current.

Mr. Boyle noted that generally if a debt is owed to the state and it remained unpaid the state withdraws its liquor license. He restated that there were two (2) separate entities. Failure to make payments might result in a lien being placed upon the property.

Commissioner Jordan expressed his concern regarding separate entities being created by the same family. The property/business had been transferred from one family member to another.

Mr. Samhan stated that the business could not be sold without a liquor license.

Mr. Boyle informed the Commission that a violation of law might result in a revocation. He referred the Commission to Chapter 6. Alcoholic Beverages, Section 37. Same (Local Liquor Control Commission) – Powers and Duties Generally. He added that fines and/or sanctions were possible. However, this situation was not one of them.

Mr. Samhan informed the Commission that the state had placed a lien on the property and his father's home.

Mr. Boyle noted that the hold had been lifted but not the liens.

Commissioner Tompkins expressed his opinion that there were enforcement mechanisms. He was not prepared to allow a neighborhood in transition to have a vacant building.

Commissioner Jordan stated that the state expected the local governing entity to perform the background work. If the City approved a liquor license, then the state would also. He restated the tax debt, \$750,000. If the Commission approved this application, he wanted to be assured that Mr. Samhan would do the right thing. He questioned how this was allowed to happen.

Commissioner Renner suggested that the Commission include a stipulation and set an expectation.

Mr. Boyle addressed the Commission. He restated that this applicant was a separate entity. The state was satisfied. He referred the Commission to Section 4B. Creation of New License -

Findings. There was a variety of criteria to consider. Financial responsibility was only one of them.

Commissioner Jordan noted that Mr. Samhan had no responsibility to pay this debt. He expressed his concern regarding the father's action, (i.e. does not repay).

Mr. Boyle informed the Commission that he did not have a copy of the agreement. The Commission needed to address the financial issues regarding this entity.

Julie Pell, ADDRESS, addressed the Commission. She had addressed the Commission at their March 11th meeting. She had been unable to go to the store and Mr. Samhan had personally made deliveries.

Motion by Commissioner Tompkins, seconded by Commissioner Renner to recommend to the City Council that a GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton St., be created contingent upon compliance with all applicable health and safety codes with the following condition: 1.) no single serve sale items.

Ayes: Commissioners Renner and Tompkins.

Nays: Commissioner Jordan.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 3, 2014 in accordance with City Code. In accordance with City Code, approximately 198 courtesy copies of the Public Notice were mailed on January 31, 2014. In addition, the Agenda for the April 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Alderman Stearns addressed this item. She cited neighborhood concerns. She had not received a courtesy notice and cited the distance from her residence. There had been no opportunity to voice concerns. She cited the neighborhood's experience with this store. She questioned if the Police Department had express an opinion regarding this application. She cited a pay phone and traffic. There was the environment. It was located along a

school route, (Bloomington Junior and Senior High Schools). She was opposed to a liquor license at this location until there was a complete turn around. This was a vulnerable neighborhood. She cited crime. She recommended that this item be denied. She cited the sales tax debt. She did not believe that the Samhan's would be able to repay same. She expressed her disappointment in the Liquor Commission.

Mayor Renner reviewed this application's history before the Commission. The state had removed the hold on the property as there was a payment plan. Over the past three (3) months, people addressed the Commission who were in support of or in opposition to this application. The Commission could review the City Code and review the 500' notice requirement. The Commission had been divided and concerned regarding this application. Testimony was taken before the Commission. A Text Amendment would be a policy decision which would be approved by the Council.

Motion by Alderman Schmidt, seconded by Alderman Stearns that an GPBS liquor license for Asil 1, Inc., d/b/a Price Rite Food Mart, located at 706 N. Clinton, be denied.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 13. Concealed Weapons

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: Chapter 13 of the City Code makes it unlawful for a person to carry, conceal about their person, display or flourish in a threatening manner a dangerous or deadly weapon. The Chapter further enumerates exceptions to this prohibition and provides a penalty for its violation. The proposed amendments reflect Illinois's recent adoption and implementation of the Firearm Concealed Carry Act by adding an exception for persons in possession of a handgun who also have in their possession a concealed carry license issued pursuant to the Act. In addition, the range of penalty for violating the provisions of the Chapter was increased from a range of \$25.00 - \$200.00 to a range of from \$250.00 - \$2,000.00.

Other changes were made to the text of the Chapter that clarify and update the language but do not change the substance of the Chapter. The amendments were drafted by the Legal Department in consultation with the Police Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: No financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Asst. Corporation Counsel

Reviewed by: Brendan Heffner, Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 31

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 13

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

SECTION 1. That Bloomington City Code Chapter 13, Sections 1, 2 and 3, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1 CONCEALED WEAPONS - PROHIBITION OF - PENALTY.

Other than as provided in Section 2, it shall be unlawful for any person within the limits of the City to carry, wear under his clothes or conceal about his person any firearm, sling shot, cross knuckles or knuckles of lead, brass or metal, bowie knife, dirk, razor, dagger, bludgeon, black jack, sand club, sand bag, switchblade, stun gun, taser, ballistic knife or any other dangerous or deadly weapon; or to display or flourish any such weapon in a boisterous or threatening manner. Every person guilty of a violation of this Section shall be fined no less than \$250.00 nor more than \$2,000.00.

~~It shall be unlawful for any person within the limits of the City to carry or wear under his clothes, or concealed about his person, any pistol, revolver, sling shot, cross knuckles or knuckles of lead, brass or metal, bowie knife, dirk knife, dirk, razor, dagger, or any other dangerous or deadly weapon; or to display or flourish any such weapon in a boisterous or threatening manner. Every person guilty of a violation of this Section shall be fined not less than Twenty five Dollars or more than Two Hundred Dollars; provided that the provisions of this Section shall not be held to apply to any policeman, constable, or other peace officer while in the discharge of his duty, nor to any person summoned by any such officer to aid in making an arrest or preserving the peace.~~

SEC. 2 CONCEALED WEAPONS – EXCEPTION TO PROHIBITION.

The provisions of Section 1 of this Chapter shall not be held to apply to the following:

- (a) any policeman or other law enforcement officer in possession of a weapon as authorized by law;
- (b) any person in possession of a handgun and also possessing a valid, current Concealed Carry License issued by the Department of State Police for concealed carry of a firearm as that term is defined in the Firearm Concealed Carry Act, 430 ILCS 66/5, provided that said person is not in an area where the carrying of a concealed firearm is prohibited by that Act, or by other State or Federal law.

SEC. 3 ~~2~~ CONFISCATION OF WEAPONS.

Any weapon or weapons duly adjudged to have been worn or carried by any person in violation of Section 1 of this Chapter shall be forfeited and confiscated by the City of Bloomington.

~~Any such weapon or weapons duly adjudged by any police magistrate or justice of the peace of said City to have been worn or carried by any person in violation of the preceding Section of this Article shall be forfeited and confiscated to the City, and upon the trial of any person for violation of the preceding Section of this Article, the magistrate before whom such trial takes place shall enter up such forfeiture as part of the judgment and penalty for any such violation.~~

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

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. 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 6. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Lower noted that this item addressed concealed carry. He noted his background regarding handguns. He noted the definition of handgun in the proposed text amendment. He requested that it be changed to firearms to mirror state statute.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. He welcomed George Boyle, Asst. Corporation Counsel and Brendan Heffner, Police Chiefs, comments on this item. This Text Amendment was tied to the state statute regarding concealed carry handguns. He referred to same.

Brendan Heffner, Police Chief, addressed the Council. The proposed Text Amendment was consistent with state statute.

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

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

Public Hearing - FY 2015 Proposed Budget

Mayor Renner opened the Public Hearing.

Alton Franklin, 508 Patterson Dr., addressed the Council. He expressed his concern regarding the budget process. Citizens were fed up. They were waking up. He had attended the Town Hall Meeting held by Aldermen Lower and Stearns. The budget process had been vague and noncommittal. He cited key questions: what do you need; what does it cost; and why do. The City was still experiencing hard times. He expressed his concern that there would be a tax bump. He believed that the Utility Tax would be a good way to address the Police and Fire Pension Funds. The Council needed to pay attention, take action on the structural deficit and be methodical.

Ron Schultz, 1208 E. Oakland, addressed the Council. He had watched the budget process with interest. He had been convinced that the Council was resolute to solve the City's financial problems. The difference was what should the City be doing. It may need to pull back. Five (5) years ago the City eliminated seventy (70) positions. This number should have been higher. The City should issue bonds in the amount of \$40 million. A committee should be established which would determine how to spend these funds. The Council needed to look to the future, focus on growth and attract business. The City needed a growth agenda to sustain the City.

Karen Davis, 57 Whites Pl., addressed the Council. She had been a City resident for a long time and owned a small business. She was a parent and a member of Bike BloNo. Her home and business were located along Constitution Trail. The City was in a difficult situation. She did not have the answers. The Council had been presented with strict choices – either or. The Council needed to work towards balance. She addressed quality of life. The City needed a multi year solution. The City needed a community that people wanted to/chose to live here.

Phyllis LAST NAME, 49 Kingsfield Circle, addressed the Council. She was a member of the League of Women's Voters. The City was facing a financial crisis which needed to be addressed. Seventy-five (75) positions had already been eliminated. City employees were doing more than one (1) job. City employees were demoralized. The Council needed to find a way to pay for Police and Fire Pensions. City infrastructure needed to be repaired. The Council needed to raise revenue. There were a number of options. The Council needed to create ways to pay for necessities. She noted the recommendations for a large long term loan, (i.e. bond issue). She encouraged the Council to try to get along and reach consensus. She restated that the Council needed to find ways to raise revenue.

Bob Clay, XXX Shoal Creek Ct., addressed the Council. He had reviewed the proposed FY 2015 Budget on the City's web site. The General Fund had been increased by twelve percent (12%). The City's budget could not continue to grow at six percent (6%). The City will run out of people to pay the bills. He cited his electric bills which already included 8.4% in taxes. Utility taxes would be a cost to everyone. He believed that if Utility Taxes were raised that prices through out the economy would also increase.

Elizabeth Grupper, ADDRESS, addressed the Council. She believed that the Council was focused on pet projects. The focus needed to be on the taxpayers' basic needs. She was opposed to the US Cellular Coliseum, smart water meters were a health hazard. Mayor Renner supported the increase to the Utility Tax, a new library and a Downtown hotel. These items were not affordable. She was opposed to bike paths. McLean County Unit 5 wanted new schools. She cited the pension debt. She questioned what City services should be provided. The City needed to break even. She recommended a ten to twenty percent (10 – 20%) reduction across the board. The Police and Fire Departments and City infrastructure would be exempt. The City could do without the extras.

Marty Seigel, 615 E. Chestnut St., addressed the Council. She believed that there was an ideological divide. The City had spent dollars on wants and needs. Citizens had an issue with faith in the government. The Council needed to protect the tax base. The inspection budget was too small. There needed to be a focus on the central city. She encouraged the Council to take a serious look at same. She had seen an interest/focus on buildings/infrastructure. The focus should be on programs. She addressed revenue streams. If the program was needed, then figure out a way to pay for same. She had seen waste. She questioned how many buildings the City owned and what number was affordable.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He believed that there was a trust issue between the citizens and those in control of government finances. He believed that it was easy to say yes. If you do not have the money, then you cannot spend it.

Bruce Meeks, 1210 Wright, addressed the Council. The Council needed to be nonpartisan. There needed to be a balanced approach. The Council should pass an Ordinance that would fund the City for thirty (30) days. This action would allow

additional time. There needed to be more citizen engagement in the budget process. He addressed revenue. In 2012, the City was the highest local tax generating municipality in the state. He found this disturbing. The proposed Utility Tax was a missed opportunity. The City needed to file a Utility Tax increase in December. The City would not see any new revenue until January 2015. Deadlines had been missed. The Council did not raise the Property Tax last fall. He restated his recommendation that the Council pass a temporary spending ordinance.

Mayor Renner closed the Public Hearing.

The following was presented:

SUBJECT: Amendment to US Cellular Coliseum Development and Management Agreement

RECOMMENDATION/MOTION: That the First Amendment to the Development and Management Agreement with Central Illinois Arena Management, Inc., (CIAM), be approved and the Mayor authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. (“CIAM”) to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 2.3, sets forth the requirements of CIAM to provide “commitments” from “professional” sports franchises as primary tenants as set forth in the agreement. The obligation as it related to hockey identifies that CIAM had secured a hockey franchise approved for play in the Bloomington Region as defined by its league membership with BMI Hockey, L.L.C. BMI Hockey, L.L.C. has since ceased operations and various other hockey licenses have been approved by the City. CIAM is now presenting an opportunity with the United States Hockey League, a Tier 1 Hockey League that is believed to be a better fit both for the Coliseum and the community. To ensure the Agreement is clear, it is recommended it be amended to clarify simply that CIAM must provide an approximate 50 franchise or similar sporting events on an annual basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

FIRST AMENDMENT TO DEVELOPMENT AND MANAGEMENT AGREEMENT

This First Amendment to the Development and Management Agreement between the parties entered into on or around October 10, 2005, is made and entered into as of the ___ day of April, 2014, by and between the City of Bloomington (“City”), a municipal corporation in the County of McLean and State of Illinois, and Central Illinois Arena Management, Inc. (“CIAM”), organized under the laws of the State of Illinois.

RECITALS

A. The City previously entered into a Development and Management Agreement (“Agreement”) with CIAM to provide for the operation and management of the U.S. Cellular Coliseum.

B. Section 2.3 of the Agreement sets forth CIAM’s obligations regarding the provision of sport franchises.

C. To ensure clarity between the parties, the City and CIAM desire to amend the Agreement to provide that the U.S. Hockey League meets the standards of Section 2.3 and is an acceptable hockey franchise.

NOW, THEREFORE, the parties agree as follows:

1. Section 2.3 of the Agreement shall be deleted in its entirety and replaced as follows:

2.3 Sporting Events. CIA shall be responsible for providing the Coliseum commitments for franchise or similar capacity sporting events, with aggregate annual playing dates approximating fifty (50) home dates at the Coliseum.

2. In all other respects the Development and Management Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

CENTRAL ILLINOIS ARENA MANAGEMENT, INC.

By: Tari Renner
Its Mayor

By: _____
Its President

ATTEST:

ATTEST:

By: Tracey Covert
Its City Clerk

By: _____
Its Secretary

Mayor Renner introduced the Amendment to the US Cellular Coliseum (USCC) Development and Management Agreement, the Termination of the Hockey License Agreement – USCC with Illinois Pro Sports, LLC and the Hockey License Agreement with CSH International, Inc. He added that these agreements were all related. These items will require a unanimous vote.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. The Amendment to USCC Development and Management Agreement and the Termination of the Hockey License Agreement – USCC with Illinois Pro Sports, LLC only needed a majority vote of the members present.

David Hales, City Manager, addressed the Council. The amended agreement with Central Illinois Arena Management, (CIAM), addressed supporting events. The current agreement reference professional teams. Minor league hockey was generally unprofitable. Many times the team owners lacked the management expertise. The amended agreement would allow amateur hockey. He recommended approval of same.

Alderman Mwilambwe questioned background information and the impact upon other teams. Mr. Hales noted that the agreement addressed all sporting events and required fifty (50) home dates.

Alderman Stearns expressed her concern regarding legalities if this amendment were approved. She also questioned the impact of this action on the remainder of the agreement.

Mr. Jurgens noted that this was a specific change to a section of the contract. Fifty (50) sporting events would still be required. The remainder of the agreement stayed in full force and effect.

Alderman Stearns acknowledged her understanding. She recommended that the City question other aspects of this agreement.

Mr. Jurgens recommended that discussion of other items be addressed at a future Committee of the Whole Meeting/Work Session. The Council could review the entire agreement and provide future direction to City staff.

Mr. Hales acknowledged that the City's outside auditors had identified a couple of ambiguous terms. The City should find ways to clarify these terms, (i.e. be more specific). This action would allow these items to be removed from the Management Letter. City staff was willing to look at same. The City goal was to provide assistance that would make the USCC profitable. The City had seen progress. He noted that operations were in the black.

Mayor Renner cited the debt service.

Alderman Lower addressed repercussions. He hoped that this item would not be passed by the Council. The people had the right to know what the City was owed.

Mr. Hales cited that the USCC had annual independent audit. He expressed his willingness to meet with Alderman Lower and/or the entire Council.

Alderman Stearns believed that this was a critical matter. The issue was transparency. She read from the audit. It was time to address these issues. She planned to vote no. She added that there were no issues with the hockey league. There were a number of other issues and now was the time to address same.

Alderman Schmidt questioned the impact if the Council voted against same.

Mr. Jurgens restated that only one (1) provision was being clarified. The others issue would be addressed at a future date.

Motion by Alderman Mwilambwe, seconded by Alderman Painter that the First Amendment to the Development and Management Agreement with Central Illinois Arena Management, Inc., (CIAM), be approved and the Mayor authorized to execute the necessary documents.

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

Ayes: Aldermen Mwilambwe, Schmidt and Painter.

Nays: Alderman Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Termination of the Hockey License Agreement – US Cellular Coliseum

RECOMMENDATION/MOTION: That the Termination Agreement with Illinois Pro Sports, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. (CIAM) to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 3.1(c) provides that the City shall have the right to approve any license, agreement, commitment or contract in an amount in excess of \$9,999, or where the proposed term will extend beyond the term of the Agreement, which approval and execution shall not be unreasonably withheld. In 2013, the City approved a hockey license agreement with Illinois Pro Sports, LLC, which was to have a term of two (2) seasons. CIAM has presented a new hockey license with CSH International, Inc. (CSH) and is accordingly seeking early termination of the agreement with Illinois Pro Sports. All parties have agreed to the termination and there are no financial penalties associated with it.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. The City needed to terminate this agreement first. This was the existing agreement and there was no opposition from the current owners.

Alderman Schmidt requested clarification. There was no financial liability on the City's part.

Mr. Hales responded affirmatively.

Motion by Alderman Mwilambwe, seconded by Alderman Schmidt that the Termination Agreement with Illinois Pro Sports, LLC 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Hockey License Agreement with CSH International, Inc.

RECOMMENDATION/MOTION: That the Hockey License Agreement with CSH International, Inc., be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City previously entered into a Development and Management Agreement with Central Illinois Arena Management, Inc. (“CIAM”) to manage and operate the U.S. Cellular Coliseum owned by the City. Part of the Agreement, Section 3.1(c) provides that the City shall have the right to approve any license, agreement, commitment or contract in an amount in excess of \$9,999, or where the proposed term will extend beyond the term of the Agreement, which approval and execution shall not be unreasonably withheld. Such a license is now being presented by CIAM with CSH International, Inc. (“CSH”), to provide a franchise for Tier 1 Hockey League at the Coliseum. See correspondence and comparison of financial terms from John Butler attached hereto.

The new license agreement closely follows many of the same terms of the previous license agreement approved by the City. Some of the highlights of the license include:

- (1) CSH is required to play 28 home games, although one can be played off site;
- (2) The term of the agreement is for 5 full hockey seasons through 2019, but CSH can add another hockey season upon notice by December 1, 2018;
- (3) CSH is responsible for advertising, with oversight by CIAM;
- (4) The rental fee per game is \$5,000, with the Operator’s ability to designate up to 6 home games as special events with waiver of the parking and/or facility fees;
- (5) There is an attendance credit available, which may be withdrawn by the City or CIAM on a year to year basis, inclusive of 500 complimentary tickets (i.e., season tickets, etc.);
- (6) Provisions on merchandising and concessions;
- (7) The City/CIAM shall retain 100% of parking revenue;
- (8) The ability to reschedule up to 3 home games per season for concert or large show events;

- (9) CSH is given practice time free of charge at three (3) hours per day, on average of four (4) days per week subject to Coliseum event schedule;
- (10) There are liquidated damages ranging from \$150,000 to \$228,000, subject to the continuation and success of the league itself, but no security interest is granted;
- (11) CSH is required to maintain a letter of credit in the amount of \$100,000;
- (12) There are insurance requirements and cross indemnity provisions that mirror the past obligations and risks undertaken by the City and CIAM;
- (13) There is a liquidated and consequential damages clause upon the default of any party that mirrors the previous license agreement and contains the same risks and obligations;
- (14) There is a force majeure clause that places certain requirements on the City in relation to potential future impairment of the Coliseum that mirrors the past obligations and risks undertaken by the City and CIAM;
- (15) Subject to reasonable restrictions, the City/CIAM controls any league changes;
- (16) CSH has a right to terminate the agreement early if the attendance does not average (inclusive of complimentary tickets) at least 2,000 people per game after three seasons;
- (17) There are restrictions on renting the Coliseum for hockey play by a league at the Junior A Level or higher, not including any hockey team associated with the University of Illinois, Illinois State University or the City Parks and Recreation Department;
- (18) CSH has the right to sell on-ice advertising for games and any on-ice advertising sold by the City/CIAM for a commission of 10% of gross sales;
- (19) CSH will provide a parking fee of .50 cents and a facility fee of .50 cents per ticket sold to each home game after the first 500 tickets sold;
- (20) The City/CIAM is to keep all suite revenue with the exception of payments in the amount of \$2,750 to CSH for each full suite season ticket sold and \$1,375 for each half suite season tickets sold;
- (21) The City/CIAM keeps all Coliseum Club seat members annual dues and a commission of 10% for each Coliseum Club season ticket sold by the City/CIAM;
- (22) CSH retains revenue from two Party Suites and the Ice Box Area at home games;
- (23) The City/CIAM reserves rights to concessions with distributions to CSH ranging from 10% to 15% of the gross concession revenue depending on the amount sold;
- (24) CSH retains the rights to sell team merchandise and proceeds of same;
- (25) CSH is to be given office space sufficient for 8 to 10 employees to be provided by CSH; and
- (26) CIAM must provide CSH a reasonable number of prime dates for its home games with an average of seven weekend dates per month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He viewed this item as an opportunity.

John Butler, Central IL Arena Management's President, addressed the Council. He noted that the recommendation was to enter into a five (5) year agreement with CSH International, Inc. This firm had been in the sporting industry since 1977. Bill Yuill, Monarch Corporation's Chairman & CEO, had the experience. CSH owned and operated golf courses, major junior hockey teams and a baseball team.

He noted that during the past eight (8) years there had been six (6) ownership changes and four (4) league changes. The USCC was a top venue in the Midwest for hockey. CIAM received telephone inquiries regarding same on a regular basis. This was a market opportunity. CIAM had performed due diligence regarding CSH's financial viability. The demographics were well matched. CSH represented proven owners who had demonstrated effective marketing. The USHL, (United States Hockey League), showcased the best young talent. These players would be the future NHL stars. This would be a unique situation as the players stayed with families in the communities. The players become involved with local schools. The team's new coach had a winning record. He was excited about this new partnership and was confident in CSH's ability.

Alderman Stearns questioned the impact of this agreement upon the naming rights agreement with US Cellular.

Mr. Butler responded none. The naming rights were in place.

Alderman Stearns restated her question regarding naming rights and US Cellular. Mr. Butler restated his previous response.

Alderman Lower questioned the five (5) year lease.

Mr. Butler noted that this term provided the ownership group with the opportunity to build a foundation.

Alderman Lower questioned the pay differential per game.

Mr. Butler acknowledged that the previous agreement required more home games. He added his belief that there would be an increase in attendance. Other revenue silos would therefore benefit from same.

Alderman Mwilambwe addressed the various owners and questioned instability.

Mr. Butler restated six (6) owners, four (4) leagues and three (3) name changes. Each owner believed that they would be successful. Hockey was a business. CSH represented a group of individuals who know what it takes to sustain a team, (i.e. proper staffing and marketing). He restated that CSH had the experience and financial wherewithal.

Alderman Schmidt stated that at first she was skeptical. She appreciated the time given to address this item. The five (5) year lease represented stabilizing the hockey team. She noted the diligence of the new owners. She looked forward to the next hockey season.

Alderman Stearns questioned if CIAM had established a whistle blower policy for its employees. Mr. Butler responded affirmatively.

Alderman Stearns noted that this was one (1) of her concerns. She added that she had reviewed the key documents. She restated her concerns regarding the contract with CIAM. It was budget time. The contract was not strictly adhered to. This was an opportunity to address transparency for the citizens. She restated that action on this item would not preclude an examination of the remainder of the contract. She restated that this was the opportunity. She had nothing against hockey.

Jeff Jurgens, Interim Corporation Council, addressed the Council. He noted City staff's intention to look at the issues. The City has been provided with a copy of the Management Letter. Review of same would be a high priority.

Mr. Hales noted that the current independent audit gave an unqualified opinion. The concerns were listed in the Management Letter. He restated that the USCC had been given a clean audit opinion. There would always be items to work on.

Alderman Painter stated that she had been doubtful at first. Her questions had been answered. She thanked Mr. Butler. This agreement provided an opportunity to involve the community's youth in hockey.

Alderman Stearns expressed her appreciation to Mr. Jurgens for his comments. She viewed this issue seriously. Mr. Hales had elected not to look at same. This situation was extremely serious and critical. She wanted something done soon and she demanded a time line. She addressed personal accountability as an Alderman to the citizens. The auditors confirmed numbers. She wanted to be sure as this was not a minor issue.

Mayor Renner noted that Alderman Stearns had the assurances of Mr. Hales and Mr. Jurgens. He questioned what more was needed.

Alderman Stearns restated that this must be done and action would be taken.

Mr. Hales informed the Council that meetings had been held with Mr. Jurgens and CIAM with CIAM's legal counsel. A plan to resolve these issues would be brought to the Council. The language would be clarified.

Alderman Mwilambwe was also skeptical. He noted that hockey would be changing from professional to amateur. He was satisfied that this would be a better product. There were individuals in the community who enjoyed hockey. He cited the potential for a larger investment. The Council needed to welcome and support CSH to the City.

Mayor Renner suggested a certain time to readdress the issues, (i.e. a Work Session be held by the end of June).

Mr. Hales believed that the issues would be resolved in sixty (60) days.

Alderman Stearns restated that Council would have the opportunity to vote.

Alderman Lower added that it must be finalized and completed.

Mr. Jurgens suggested that the Council hold a Special Meeting to address a second amendment to the agreement with CIAM.

Motion by Alderman Schmidt, seconded by Alderman Mwilambwe that the Hockey License Agreement with CSH International, Inc. 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, Painter and Lower.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: "TIGER 2014" Discretionary Grant from the U.S. Department of Transportation (US DOT) for Hamilton Rd. – Bunn to Commerce Connection

RECOMMENDATION/MOTION: Recommend that staff be authorized to proceed with a grant application to US DOT and the Resolution supporting the project and obligating the City to authorize local matching funds up to \$2,900,000 be adopted.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; and Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in a cost-effective manner; 1e. Partnering with others for the most cost-effective service delivery; and 2a. Better quality roads and sidewalks; and 4d. Improved neighborhood infrastructure.

BACKGROUND: On March 3, 2014, the US DOT released a “Notice of Funding Availability” for its latest round of surface transportation discretionary grant funding, called “TIGER 2014 or TIGER 6.” The TIGER program has a minimum request threshold of \$10 million and is only available for projects that can begin construction quickly upon receipt of a grant. In reviewing potential City projects that meet these and other eligibility requirements, staff believes the connection of Hamilton Rd. would be the best submission and most likely way to fund a project of this scale. The TIGER Grant submittal deadline is April 28, 2014.

The Hamilton Rd. (Bunn St. to Commerce Pkwy.) project has been discussed and planned over the past fifteen (15) years. The completed project would:

- Provide an essential east - west arterial for 7.2 miles from Fox Creek Subdivision to 0.5 miles east of Hershey Rd.;
- Construct approximately 3,000’ of new four-lane arterial road between Bunn St. and Commerce Pkwy.;
- Relocate existing Norfolk Southern Railway (NSRR) sidings;
- Close the dangerous intersection of Rhodes Ln. and US 150 (Morrissey Dr.); and
- Construct a new at-grade crossing with NSRR. The City has completed concept plans. The concept plans will need to be updated to current standards and guidelines for projects being constructed with federal funds.

TIGER 2014 pays up to eighty percent (80%) of the total project cost with the remaining twenty percent (20%) coming from non-federal sources (most likely a local match). The budget for this project is approximately \$14,500,000. The City has already committed local funds for right of way acquisition and planning and design services. Staff is working to finalize the budget and grant request. If the full \$11.6 million (80%) were awarded, the local match would be \$2.9 million (20%). The City’s local match could be covered with unrestricted capital funds, motor fuel tax funds, or borrowed funds. Grant expenditures will happen over a three (3) year period. Design and acquisition activities would commence upon award in 2014. Construction could begin in 2016. The project could be reduced to accommodate a smaller award than the amount requested.

The connection of Hamilton Rd. should:

- More efficiently move commuters, students, and goods.
- Improve safety by removing an intersection near an at-grade railroad crossing.
- Reduce traffic on substandard or over capacity roadways.
- Provide economic opportunities for development west of the Norfolk Southern Railroad.
- Promote multi-modal transportation from residential and recreational areas to employment centers.

This project is an integral part of the City's infill growth strategy and Comprehensive Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Hamilton Rd. (Bunn St. to Commerce Pkwy.) project has been discussed with stakeholders for the past fifteen (15) years. There is general support for this project, and an understanding by the stakeholders that the project will provide a needed east west arterial street connection in the southern portion of the City.

FINANCIAL IMPACT: The City obligation will be \$2,900,000 matching funds if the project is awarded and the matching City monies would be eligible for Motor Fuel Tax funding. This work was budgeted to be done in the out years in the Motor Fuel Tax Fund and projects will be adjusted to provide for the match.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 15

A RESOLUTION IN SUPPORT OF TIGER 2014 DISCRETIONARY GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON ROAD – BUNN TO COMMERCE CONNECTION

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

WHEREAS, on March 3, 2014, the U.S. DOT released a “Notice of Funding Availability” for its latest round of surface transportation discretionary grant funding, called “TIGER 2014 or TIGER 6”; and

WHEREAS, the TIGER program has a minimum request threshold of \$10 million and is only available for projects that can begin construction quickly upon receipt of a grant; and

WHEREAS, in reviewing potential City projects that meet the eligibility requirement, the corporate authorities of the City believe the connection of Hamilton Road meets the requirements and would be a way to help finance a project of such magnitude;

WHEREAS, the TIGER 2014 pays up to 80% of the total project cost with the remaining 20% coming from non-federal sources and the estimated cost for the Hamilton Road Connection Project is \$14,500,000; and

WHEREAS, the City has already committed local funds for right of way acquisition and planning and design services and believes the local match would be approximately \$2,900,000 which could be covered with unrestricted capital funds, motor fuel tax funds or borrowed funds; and

WHEREAS, it is believed the Hamilton Road Connection Project would more efficiently move commuters, students and goods, improve safety by removing an intersection near an at-grade railroad crossing; reduce traffic on substandard or over capacity roadways; provide economic opportunities west of the Norfolk Southern Railroad; and promote multi-modal transportation from residential and recreational areas to employment centers; and

WHEREAS, the corporate authority of the City of Bloomington desire to pass this Resolution to demonstrate its support for the application of the TIGER 2014 Grant and the Hamilton Road Connection Project.

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

SECTION ONE: That staff is authorized to proceed with the TIGER 2014 Discretionary Grant application for the Hamilton Road Connection Project. The City Council further states its support of the Hamilton Road Connection Project as well as its support and acknowledgment of the local matching requirements of same.

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

ADOPTED this 14th day of April, 2014.

APPROVED this 15th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item. The Hamilton Rd. extension project was discussed during the One Voice trip. It represented an economic development tool. It would have a positive impact upon traffic on Veterans Pkwy.

Alderman Lower believed that there needed to be a conversation regarding the need for this project, the process for same, the project's time line and payment for same.

Jim Karch, Public Works Director, addressed the Council. This project was a key component. It would not take funding away from other City projects. TIGER was a nationwide competitive grant. It would address a need.

Alderman Lower questioned traffic counts. He believed that it would benefit a major employer.

Mr. Karch addressed traffic models. The ADT (Average Daily Traffic) count would be 15,000 vehicles per day. Traffic along Veterans Pkwy. would also be diverted. The City's east/west traffic patterns were weak. This project would result in a major arterial east/west road in the southern portion of the City.

Alderman Lower questioned payment.

Mr. Karch noted the City's annual MFT (Motor Fuel Tax) funding. The project had a three (3) year time line: design, acquisition of right of way, and construction.

Alderman Lower cited other infrastructure needs. Traffic could be diverted to other streets.

David Hales, City Manager, addressed the Council. The City lacked a Streets Master Plan. This was an expensive high priority project. This grant represented an opportunity to obtain funding for a substantial portion of the project's cost. He acknowledged the need to widen Lafayette St. A Streets Master Plan would demonstrate the need to include project funding. The City must pursue federal and state funding sources. There was a narrow window of opportunity regarding this specific grant.

Alderman Mwilambwe cited the time line. The grant must be submitted by April 28, 2014. He questioned grant awarding time line and when road construction would commence.

Mr. Karch informed the Council that there was no time line for grant award had been provided. He restated that this was a nationwide grant program. He restated the first

step would be the design phase, the second step addressed land acquisition. The City has a design that would need to be updated. Finally, there were railroad issues.

Motion by Alderman Mwilambwe, seconded by Alderman Lower that staff be authorized to proceed with a grant application to US DOT and the Resolution supporting the project and obligating the City to authorize local matching funds up to \$2,900,000 be adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter and Lower.

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, presented the Council with a document entitled FY 15 CM Proposed Budget – as Revised 4-14-14. These documents would also be placed on the City's web site. There had been budget reductions and restorations. Budget reductions equaled \$1.6 million. He noted that there appeared to be Council support for a local motor fuel tax with these dollars being directed to street resurfacing. In order to balance the budget, the City would need to access \$1.2 million of the fund balance. The Council was provided with specific lists of reductions and restorations. Additional input would be needed to address revenue. He cited the following restorations; three (3) firefighter positions, an Asst. Police Chief, filling the three (3) police patrol officer vacancies and Downtown hire back, and seasonal employees to address park maintenance.

There would be a Special Meeting on Monday, April 21, 2014 which would be focused on the FY 2015 Budget. There would be time for Council discussion and the Council would be requested to take action on the amended FY 2015 Budget.

MAYOR'S DISCUSSION: Mayor Renner addressed the Council. He stated that if no agreement was reached at the April 21, 2014 Special Meeting, then the Council would have to address the FY 2015 Budget at the April 28, 2014 meeting.

The Council would be presented with options at the Special Meeting. He acknowledged that the Council may need the April 28, 2014 meeting to address the FY 2015 Budget. He anticipated a large agenda on April 28, 2014. The Special Meeting would start at 5:30 p.m.

Mayor Renner recognized Alderman Sage's absence.

Mayor Renner thanked Aldermen Stearns, Lower, Black, Sage and Schmidt for hosting Town Hall style meetings on the budget on Tuesday and Wednesday, April 8 and 9, 2014.

Mayor Renner also noted that former Alderman Stephen Purcell had attended this evening's meeting.

He informed the Council that he had toured the loft apartments located at XXX Monroe St. Fred Wollrab and Bobby Vercilla had renovated the building and all of the units were rented.

ALDERMEN'S DISCUSSION: Alderman Stearns noted that the Civil War a/k/a Soldiers and Sailors Monument had appeared on this evening's Council agenda. She noted it was a historic icon which honored veterans. She also recognized the efforts to renovate the Vietnam Memorial. She questioned when the flame would be reinstalled.

John Kennedy, Parks, Recreation and Cultural Arts Director, addressed the Council. The City had received same. He believed that the plan was to install the flame prior to Memorial Day.

Alderman Stearns questioned if the City was hosting a ceremony and what plans had been made.

Mr. Kennedy responded negatively. It was his understanding that the Veterans' groups wanted to plan and coordinate the event.

Alderman Stearns expressed her hope that there would be a ceremony on Memorial Day.

Motion by Alderman Schmidt, seconded by Alderman Lower, that the meeting be adjourned. Time: 9:10 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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FOR COUNCIL: April 28, 2014

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.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. City services delivered in the most cost-effective, efficient manner.

FINANCIAL IMPACT: Total disbursements to be approved \$5,561,858.91, (Payroll total \$2,179,007.40, PCard total \$145,190.85, and Accounts Payable total \$3,237,660.66).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK’S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk’s office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |



FOR COUNCIL: April 28, 2014

SUBJECT: McLean County Animal Shelter Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective efficient manner.

BACKGROUND: For the past several years, the City and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for stray animals. The Town of Normal has a similar agreement. The present contract expires April 30, 2014.

For the period May 1, 2014 through April 30, 2015, the proposed contract with the McLean County Board of Health reflects an increase of two percent (2%) from \$34,847 a year to \$35,544 per year. This increase has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

Since the April 14, 2014 Council meeting, McLean County Animal Control staff met with members of the Police and Legal Departments to respond to questions and concerns raised about the Center. At the invitation of Animal Control Center staff, Assistant Chiefs Bays and Wheeler visited the Center and toured the facility. They found it to be clean and well maintained. The following were among the topics that were discussed:

- Physical layout and public access: Approximately two (2) years ago, Animal Control divided their large holding area into sections. Two-thirds of the room is used to house strays and impounded animals, as well as to quarantine animals that have bitten (a mandatory ten (10) days to assure against rabies). Limited access is allowed to this area for persons seeking a missing animal. Restricted access to this area protects the public and provides a healthier environment for the animals. The remaining third of the holding area is made available for adoption and public access.
- Adoption and euthanasia: Last year, the Animal Control Center took in 617 dogs. Of these, 282 were reclaimed, 117 were adopted out to agencies and thirty-five (35) were adopted out directly by Animal Control. Four (4) additional adoptions were pending at

the end of the year. Records show that 170 dogs were euthanized (some at the owner's request). According to a February 23, 2014 article in the Pantagraph, Animal Control's rate of euthanasia twenty-seven percent (27%) is among the lowest of Central Illinois shelters.

- Saturday hours: The hours and budget of the Center are controlled by the McLean County Health Department and the County Board. A decision to expand hours will increase costs. Recently, an initiative to increase the budget of the Center and hire an additional staff person was denied by the County Board. Staff is open to continuing a dialogue on this point in the future, but is unable to negotiate a change in hours and costs in the time remaining before the April 30, 2014 expiration of the present agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Animal Control staff, City Legal and Police staff.

FINANCIAL IMPACT: A two percent (2%) increase from \$34,847 to \$35,544 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved, in the amount of \$35,544 and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2014 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up by a McLean County Animal Control Warden or any other authorized representative of the MUNICIPALITY; and,

WHEREAS the MUNICIPALITY wishes to contract for prompt and quality shelter for stray or straying dogs and dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the BOARD OF HEALTH has the capacity to provide such services and will permit 24-hour, seven days per week access to the McLean County Animal Control Center; and,

WHEREAS the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the BOARD OF HEALTH and the MUNICIPALITY as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2014 through April 30, 2015.
2. The BOARD OF HEALTH agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the MUNICIPALITY; b) dogs and cats seized by MUNICIPALITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of MUNICIPALITY and CRIMINAL CODES; and, d) dogs and cats summarily seized by MUNICIPALITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The BOARD OF HEALTH agrees to assist the MUNICIPALITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the MUNICIPALITY and providing within the Animal Control

Center information and education materials to residents of the MUNICIPALITY concerning ordinances prohibiting dogs and cats from running at large.

4. The MUNICIPALITY agrees to pay to the BOARD OF HEALTH for such services thirty five thousand five hundred forty four dollars (\$35,544) per year, payable as follows:

A. The monthly payment will be two thousand nine hundred sixty two dollars (\$2,962), beginning May 1, 2014 and continuing throughout the term of this AGREEMENT.

5. Payments for services rendered pursuant to this AGREEMENT will be made by the MUNICIPALITY to the BOARD OF HEALTH (payable to the McLean County Health Department) monthly no later than the 15th day of each month.

6. The BOARD OF HEALTH shall indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

7. The MUNICIPALITY shall indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

8. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the MUNICIPALITY pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the BOARD OF HEALTH and County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The MUNICIPALITY agrees that the BOARD OF HEALTH shall have no obligation to hold animals any longer than required by law; provided however the BOARD OF HEALTH will hold an animal longer at the request of the MUNICIPALITY on the condition that there is sufficient space available to house the animal and that the MUNICIPALITY agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the BOARD OF HEALTH in addition to the reclamation/release fee of the MUNICIPALITY.

9. This AGREEMENT may be terminated at the request of the MUNICIPALITY or of the BOARD OF HEALTH upon ninety days written notice being provided by either party to the other.

10. It is understood that the terms of this AGREEMENT include all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

CITY OF BLOOMINGTON
Municipal Corporation,

By _____ Date: _____

Tari Renner, Mayor

ATTEST:

By _____ Date: _____

Tracey Covert, Bloomington City Clerk

McLEAN COUNTY BOARD OF HEALTH

By _____ Date: _____

Walter P. Howe, Director



FOR COUNCIL: April 28, 2014

SUBJECT: Animal Control Warden Services Agreement

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective efficient manner.

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. The Town of Normal has a similar agreement for these services. Specific services and conditions are outlined in the intergovernmental agreement. The agreement reflects an increase from \$99,426 to \$101,412, a two percent (2%) increase which has been budgeted in Police - Other Purchased Services (10015110 - 70690).

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2014 through April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A two percent (2%) increase from \$99,426 to \$101,412 which has been budgeted in Police - Other Purchased Services (10015110 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 214.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the agreement with McLean County Board of Health for Animal Warden Services be approved, in the amount of \$101,412, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

**AGREEMENT
FOR
ANIMAL CONTROL WARDEN SERVICES**

This AGREEMENT for Animal Control Warden Service made this 1ST day of May, 2014 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the MUNICIPALITY; and,

WHEREAS, there is a need to remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the MUNICIPALITY during these time periods; and,

WHEREAS, the BOARD OF HEALTH has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the BOARD OF HEALTH, by and through the McLean County Health Department, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and County ordinances enacted attendant thereto by the County of McLean; and,

WHEREAS, the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That the parties enter this AGREEMENT for the period May 1, 2014 through April 30, 2015.

2. That the BOARD OF HEALTH agrees as follows:

A. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the MUNICIPALITY, within a reasonable period of time;

B. To remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY twenty-four (24) hours per day within a reasonable period of time;

C. To remove dead animals from public right of ways within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY, and to remove dead dogs and cats from private property within the corporate limits of the MUNICIPALITY when an owner is unknown, twenty-four (24) hours per day within a reasonable period of time provided that the MUNICIPALITY provides a disposal site for said carcasses. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the MUNICIPALITY it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal. The MUNICIPALITY may request removal of a dead animal found on private property in the event a property owner does not comply with removing the dead animal within a reasonable amount of time, providing that the Animal Control Program has the wherewithal to provide services for the removal requested.

D. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be impounded pursuant to an arrest of the owners or person having custody of such dog(s) or cat(s) for enforcement of MUNICIPAL and CRIMINAL codes, other than Section 2 paragraph E and Section 3 paragraph B, providing that the Animal Control Program has the wherewithal to provide services for the removal requested. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.

E. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL and or CRIMINAL CODES, and dogs and cats seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs and cats, which assistance shall be subject to the terms of Section 3 paragraph B. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.

F. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the MUNICIPALITY twenty-four (24) hours day within the corporate limits of the MUNICIPALITY within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper or referred to the Department of Natural Resources for wildlife removal;

G. To continue to collect and remit to the MUNICIPALITY all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the MUNICIPALITY'S ordinance governing animal and fowls;

H. To provide the MUNICIPALITY written evidence, in a manner acceptable to the MUNICIPALITY, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement;

I. To indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the MUNICIPALITY agrees as follows:

A. To pay the BOARD OF HEALTH for such services One hundred one thousand four hundred twelve dollars (\$101,412), payable as follows: Eight thousand four hundred fifty one dollars (\$8,451) monthly beginning May I, 2014, and continuing throughout the term of this agreement for the services described in paragraphs A, B, C, E, F, G, H and I of Section 2;

B. To pay the BOARD OF HEALTH forty five (\$45.00) dollars per hour per Warden for the services specified in paragraph E in Section 2, The MUNICIPALITY understands and agrees that the BOARD OF HEALTH shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after the execution of a warrant as provided in Section 2 paragraph E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. The MUNICIPALITY shall give the notice in writing at the time of the arrest, execution of the warrant or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the BOARD OF HEALTH;

C. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after their arrest as provided in Section 2 paragraph D and E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. Notice shall be given in writing at the time of the arrest or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the BOARD OF HEALTH;

D. To indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies;

E. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the BOARD OF HEALTH.

4. That the BOARD OF HEALTH and the MUNICIPALITY agree as follows:

A. That this agreement may be terminated for any of the following reasons:

- i. At the request of the MUNICIPALITY upon ninety (90) days written notice.
- ii. At the request of the BOARD OF HEALTH upon ninety (90) days written notice.

B. That in the event this Agreement is terminated prior to its expiration, then the MUNICIPALITY agrees to pay the BOARD OF HEALTH for any services outstanding rendered by the BOARD OF HEALTH.

C. That this Agreement includes all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.

E. That any issues pertaining to the sheltering of animals shall come under the Inter-Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON

Municipal Corporation,

By _____ Date: _____

Mayor Tari Renner

ATTEST:

By _____ Date: _____

Tracey Covert
Bloomington City Clerk

McLEAN COUNTY BOARD OF HEALTH

By _____ Date: _____

Walter P. Howe
Director



FOR COUNCIL: April 28, 2014

SUBJECT: Assignment of Hockey License Agreement

RECOMMENDATION/MOTION: That the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in a cost-effective manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On April 14, 2014, Council approved a Hockey License Agreement CSH International, Inc. (CSH) for a new hockey franchise at the US Cellular Coliseum. CSH subsequently informed Central Illinois Arena Management (CIAM) that one of its subsidiary corporations would actually hold the league license with the USHL and therefore this subsidiary, BIHT, Inc., needed to be added to the Hockey License Agreement. Correspondence from William Mueller dated April 18, 2014 has been provided to Council. The Assignment of Hockey License Agreement adds BIHT, Inc. to the hockey license, essentially giving BIHT, Inc., the same rights and obligations as CSH under the Hockey License Agreement, but also keeps CSH as a party to and liable under the Hockey License Agreement. CIAM has presented this as a “routine and ordinary transaction” and advantageous to both CIAM and the City as there are now “two responsible parties under the Hockey License.”

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments: Attachment 1. Assignment of Hockey License Agreement
Attachment 2. Correspondence

Motion: That the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

**ASSIGNMENT OF
HOCKEY LICENSE AGREEMENT**

CSH International, Inc., a Delaware Corporation (hereafter Assignor) hereby assigns, transfers, sells, conveys and sets over to BIHT, Inc., a Nevada Corporation (Assignee) all of the right, title and interest of Assignor as Licensee under the Hockey License Agreement between Assignor, the City of Bloomington Illinois (the City) and Central Illinois Arena Management, Inc. (CIAM) dated April 14, 2014 (the Hockey License) for the use and conduct of Assignor's and Assignee's hockey games at the U.S. Cellular Coliseum.

Assignor and Assignee represent and warrant to each other, the City and CIAM as follows:

1. Assignee is wholly owned by Assignor.
2. A true and correct copy of the Hockey License has been delivered by Assignor to Assignee and Assignor is not in default thereunder and that no event has occurred which with the passage of time and the giving of notice or both would constitute a default.
3. Neither the City or CIAM as Licensor under the Hockey License are waiving any term, condition or obligation of the Assignor under the Hockey License; nor is the City or CIAM as Licensor under the Hockey License releasing or discharging the Assignor from any term, condition or obligation of it under the Hockey License. Assignor acknowledges it is not being released of any or the terms, conditions or obligations under the Hockey License and agrees to be bound by same.
4. This Agreement is entered into in the State of Illinois, County of McLean and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the principal of conflicts of laws.
5. The undersigned Officers and Directors of the Assignor and Assignee represent and warrant that each has the full right, power and authority to execute and enter into and to perform this Assignment and that all formalities and consents required of each have been performed and received.

In witness thereof, intending to be legally bound, this Assignment is executed by Assignor and Assignee on the ____ date of April, 2014.

CSH International, Inc.,
a Delaware Corporation

BIHT, Inc.,
a Nevada Corporation

By: _____

By: _____

Its _____

Its _____

Print Name _____

Print Name _____

Print Title _____

Print Title _____

ACCEPTANCE OF ASSIGNMENT

Assignee, BIHT, Inc. accepts the forgoing Assignment and agrees to fully perform all terms, covenants, conditions and obligations set forth in the Hockey License or Licensee from and after the date hereof.

In witness thereof, Assignee, intending to be legally bound has executed this Agreement on the ____ day of April, 2014.

BIHT, Inc, a Nevada Corporation

By: _____

Its _____

Print Name _____

Print Title _____

CONSENT TO ASSIGNMENT

The City and CIAM, as Licensor under the Hockey License hereby consent to the Assignment of the Hockey License on the terms set forth above and without release or waiver whatsoever of CSH International, Inc.; and acknowledges that as of the date hereof, neither has any knowledge of any default of the Hockey License by Assignor. This consent is made pursuant to paragraph 21(f) of the Hockey License.

In witness thereof, intending to be legally bound, the City and CIAM have executed this consent on the ____ day of April, 2014.

CITY OF BLOOMINGTON

CENTRAL ILLINOIS ARENA
MANAGEMENT, INC.

By: _____

By: _____

Its _____

Its _____

Print Name _____

Print Name _____

Print Title _____

Print Title _____



LAW OFFICE
MUELLER, REECE & HINCH, LLC

202 NORTH CENTER STREET
BLOOMINGTON, IL 61701

April 18, 2014

WILLIAM A. MUELLER, JR.
JAY D. REECE
NATHAN B. HINCH
Via Email Only

PHONE: (309) 827-4055
FAX: (309) 829-6742
WWW.MRH-LAW.COM

Jeffrey R. Jurgens
City Attorney
109 East Olive Street
Bloomington, Illinois 61701

RE: CHS Hockey License Assignment
13-5000-BT

Dear Jeff:

See attachment being Assignment of Hockey License Agreement by CHS International, Inc. to its wholly owned subsidiary BIHT, Inc.

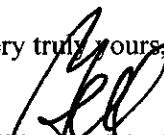
As we discussed on the telephone, CHS International, Inc. as part of its internal organization has a separate subsidiary for each of its hockey locations. In the case of Bloomington it is BIHT, Inc.

The actual member of the USHL will be BIHT, Inc. and accordingly it should have an interest and be a party to the License Agreement. Therefore, I have drafted the attached Assignment. Note that CHS International, Inc. is not being released from its obligation and accordingly there is an advantage to the management company and City in that there are now two responsible parties under the Hockey License. If the owner had asked that BIHT, Inc. be the initial licensee under the Hockey License, we would have asked CHS International, Inc. to guaranty the License.

John and I are glad to answer any questions anyone may have regarding the Assignment and also arrange for a conference call with Gary Gelinis if necessary. This is however a very routine and ordinary transaction and hope that it can be approved by the City Council at its next meeting on April 28, 2014.

Please let me know at your earliest convenience if you have any questions regarding the Assignment.

Very truly yours,



William A. Mueller, Jr.

WAM/slp
cc: John Y. Butler
Attachment



FOR COUNCIL: April 28, 2014

SUBJECT: Analysis of Bids and Approval of Contract for the Water Infrastructure Replacement in the Parkview Area - Phase III and the Parmon Rd. Area - Phase I

RECOMMENDATION/MOTION: That the base bid price of \$416,932 for the Parkview Area - Phase III water infrastructure improvements and \$431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of \$848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term, and 5e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: For the Parkview Area, (map provided), this is an older west side residential neighborhood that has been the site of numerous water main failures through the years. The Parkview Area Project - Phase III, is bounded on the north by Miller St., on the east by Livingston St., on the south by Beyer St., and on the west by the Barker St.

Phase I of the Parkview Area project was completed in the spring 2008. It was a neighborhood water system improvement project and involved the installation of replacement water infrastructure on Livingston St. from Beyer to Tokio St., Tokio from Livingston to Hinshaw Ave., Barker from Tokio to Beyer and the alley between Barker and Hinshaw, south of Tokio.

Phase II of the Parkview Area project, completed in 2011, involved the replacement of the water infrastructure on Miller St. from Barker to the railroad tracks, a portion of Pancake St. between Miller and Wood St., Hinshaw from Miller to Wood and Barker from Miller to Wood. The project also involved the installation of four (4) new or replacement fire hydrants, the replacement of all water services from the water main to the curb stop. A few homes had the water service installed from the water main into their homes because the existing water main connection was not in the front of the home and their curb stop was either in a side or back yard. Additionally, two (2) old undersized water mains: a six inch (6") main and a two inch (2") line, that ran through now abandoned alleys were abandoned in place were no longer in use when the project was completed.

Parkview Area project Phase III will involve the replacement of water infrastructure in an area bounded on the north by Miller, on the east by Livingston, on the south by Beyer, and on the west by the Barker.

The Parmon Rd. Area Project - Phase I, (map provided), is another older residential neighborhood on the east side of the City and has been the site of numerous water main failures in recent years, including several this winter. The Parmon Rd. Area Project - Phase I will replace the existing water infrastructure and runs along Parmon for its entire length from the south at Lincoln St. to the north at Peirce Ave.

Both projects will utilize eight inch (8") cement lined, ductile iron water main. Ductile iron water main is more flexible than cast iron pipe and with it being lined, (a thin coat of cement is manufactured into the inside of the pipe), and the water does not come in direct contact with the ductile iron. This lining will greatly reduce the corrosion (rust) forming inside the pipe. All the water services will be renewed along the route of the water infrastructure replacement, new main line valves will be replaced and new fire hydrants will be installed, improving fire protection in the areas.

This water infrastructure bid is a new approach in that it places added emphasis on completion of these projects in a timely manner. The format is known as an "A plus B" format whereby the bid price and possibly the amount of time (work days) the bidder submits for the completion of the project are taken into account.

If two (2) identical low bid prices are submitted, the amount of days for completion that the bidders submitted are multiplied by \$500, (the dollar amount of the contractual early completion incentive or late completion penalty), and added to the low base bid price to determine an overall A plus B bid amount. The low A plus B bid amount is the overall low bidder.

The amount of days submitted by the successful low bidder becomes the basis for the early completion incentive or late completion penalty. Therefore, in this style of bidding, the bidder with the outright low, qualified bid is the successful low bidder. However, as mentioned previously, if the bid prices are identical, the bidder with a tie bid amount but with the earliest completion date would be the successful bidder.

Both of these projects also have an early completion incentive of \$500/day up to a maximum of fifteen (15) days or a total of \$7,500. It should be noted that this project also has the standard liquidated damages of \$500/day, (with no maximum), for being late on the project.

Requests for bids for the above-mentioned project were advertised and six (6) plan sets were picked up by interested contractors. Four (4) sealed bids for the project were opened at 2:00 PM, April 9, 2014. Unfortunately, one (1) contractor was late with their bid and that bid was rejected. The following is the summary of the bids received by the deadline, from the lowest to the highest:

| | | |
|-----------------------------|---|--------------|
| George Gildner, Inc.* | Base Bid Parkview Area - Phase III | \$416,932.00 |
| Bloomington, IL | Base Bid Parmon Road Area - Phase I | \$431,324.00 |
| | Total Base Bid | \$848,256.00 |
| | | |
| | Possible early completion incentive (up to) | \$7,500.00 |
| | | |
| | | |
| Stark Excavating, Inc. | Base Bid Parkview Area - Phase III | \$401,211.00 |
| Bloomington, IL | Base Bid Parmon Road Area - Phase I | \$473,766.00 |
| | Total Base Bid | \$874,977.00 |
| | | |
| | Possible early completion incentive (up to) | \$7,500.00 |
| | | |
| | | |
| G. A. Rich & Sons, Inc. | Base Bid Parkview Area - Phase III | \$411,718.00 |
| Deer Creek, IL | Base Bid Parmon Road Area - Phase I | \$464,673.00 |
| | Total Base Bid | \$876,391.00 |
| | | |
| | Possible early completion incentive (up to) | \$7,500.00 |
| | | |
| | | |
| Walker Excavating Co., Inc. | Base Bid Parkview Area - Phase III | \$414,339.67 |
| Peoria, IL | Base Bid Parmon Road Area - Phase I | \$469,700.52 |
| | Total Base Bid | \$884,040.19 |
| | | |
| | Possible early completion incentive (up to) | \$7,500.00 |
| | | |
| | | |
| Engineers' Estimate | Parkview Area - Phase III | \$430,000.00 |
| | Base Bid Parmon Road Area - Phase I | \$460,000.00 |
| | Total | \$890,000.00 |
| | | |
| | Possible early completion incentive (up to) | \$7,500.00 |
| | | |
| | | |
| FY 2014 Capital Budget | Parkview Area - Phase III | \$350,000.00 |
| | Base Bid Parmon Road Area - Phase I | \$500,000.00 |
| | Total | \$850,000.00 |
| | | |
| | Possible early completion incentive (up to) | \$7,500.00 |

*Recommended, responsible low bidder.

Staff and Clark-Dietz, design engineering firm, Inc. have analyzed the bids. One bidder, (G. A. Rich & Sons, Inc., the third lowest bidder), failed to include the two (2) addendums in the bid package although this bidder did acknowledge the addendums on the bid package envelope. Acknowledgment of the addendums is the critical issue for the City in that it signifies that all bidders were aware of any questions, answers or clarifications that arose during the pre-bid meeting.

The City's advertisement for bids contains the following language, "The City reserves the right to reject any and all bids and waive technicalities in bidding". Staff views the failure to include the addendums in the bid submittal envelope while acknowledging the receipt of the addendums on the outside of their sealed envelope as a minor technicality.

A minor technicality is one, which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid from the exact requirement in the Invitation for Bid, the correction or waiver of which would not be prejudicial to other bidders. The defect or variation in the bid is immaterial when its significance as to price, quantity or quality or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured. Failure to acknowledge the return of an addendum on the outside of an envelope, failure to return the addendum in the bid envelope, a small mathematical error and the use of a form equal in substance to the form provided in the specifications are examples of minor technicalities that may be waived.

Although the bidder that did not submit the addendums in the bid package envelope, G. A. Rich & Sons, Inc. was not the successful low bidder, and staff recommends that this bid be accepted as well.

It should be noted that all of the bids were close to one another and below the Engineer's Estimate. From the lowest bid to the highest bid, the difference was only 4.2% or about \$36,000 on an \$848,000 project. This would indicate that the bidders understood the scope and difficulty of the project. Additionally, the number of days submitted for completion ranged from 140 to 150 days and again indicates the bidders were in general accord with the length of time it would take to finish the project. Lastly, the project (bid as one (1) project but identified as two (2) projects in the capital budget), was less than the combined budget amount for the two (2) projects contained in the FY 2014 Water Department's capital budget.

Staff recommends the acceptance of the lowest bid from George Gildner, Inc. in the amount of \$848,256.00. With early completion of this project from the 146 days submitted in the bid, the contractor can earn up to a maximum of \$7,500 at \$500 per day for a total of fifteen (15) days.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was released March 13, 2014. Invitations to bid were sent to all known local providers and published in the Pantagraph on March 13, 2014. Bids were due and opened on April 9, 2014.

FINANCIAL IMPACT: Payment for the construction of these water infrastructure improvements will be made from the Water Transmission Distribution - Water Main Construction & Improvement account (50100120 - 72540). These two (2) projects were

budgeted in the FY 2014 Budget for \$850,000.00. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 140.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Maps

Motion: That the base bid price of \$416,932 for the Parkview Area - Phase III water infrastructure improvements and \$431,324 for the Parmon Rd. Area - Phase I water infrastructure improvements be accepted from George Gildner, Inc. for a contract total of \$848,256, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

Parmon Road Area
Project- Phase I

Parmon Road Area
Project - Phase I
Construction Boundaries



Parkview Area Projects



Abby Ln

Partner Pl

Pancake St

Hinshaw Ave

Barker St

Livingston St

Miller St

Western Ave

Wood St

Allin St

Miller Park

Parkview Area -
Phase II Project
boundaries

Parkview Area -
Phase III Project
boundaries

Parkview Area -
Phase I Project
boundaries

Folsom St

Beyer St

Morris Ave

Lake Dr

Lake St

Barnacle Ln

Richwood Trl

Woodbury Pl

Hinshaw Ave

Barker St

Tokio St

Tanner St