

**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 28, 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, Robert Fazzini, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Alderman absent: David Sage.

Fire Chief/Interim City Manager Mike Kimmerling, City Clerk Tracey Covert, and Interim Corporate Counsel Jeff Jurgens were also present.

Staff absent: David Hales, City Manager.

The following was presented:

Remote Participation. Request to participate via telephone by Alderman Sage due to personal illness.

Motion by Alderman Schmidt, seconded by Alderman Fazzini that Alderman Sage be allowed to participate remotely via telephone.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Fruin and Black.

Nays: None.

Motion carried.

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.

Alton Franklin, 508 Patterson Dr., addressed the Council. He had become increasingly disturbed. The Council needed to recognize reality and adopt a reasonable

course of action. The City needed to fund the Police and Fire Pensions. The Council needed to be courteous.

Elizabeth Blakenship, 17 Cameron Ct., addressed the Council. She addressed the Collective Bargaining Agreement for the Parking Attendants. She noted the pay increase – 2.25%. She cited her union affiliation. The pay increase was unrealistic. Salary and wages should be based upon a package. She noted her attendance at the April 21, 2014 Special Meeting. She cited the vote on the FY 2015 Budget Ordinance. Six (6) Council members voted to pass the ordinance. The Mayor had stated his intention to veto same.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. This was a momentous day. It was Illinois tax freedom day. He cited the hard work of all elected representatives. Ameren had recently requested an 8.3% rate increase. He read a quote and noted that the flamingos were still in the budget.

Bob Clay, 13 Shoal Creek Ct., addressed the Council. He cited the Mayor's veto message. He did not support use of the General Fund reserves. The budget reductions were Democratic Party tactics, i.e. parks. The goal was to force a tax increase. He addressed administrative costs and the cost increase for same over the past five (5) years. Council needed to look into same. The Council needed to address pension funding issues. A key to controlling pension costs was to hold the line on police and fire uniformed positions. He encouraged the Council to consider same.

Dale Naffzinger, 212 Greenleaf, addressed the Council. He had addressed the Council at the April 21, 2014 Special Meeting. The Council needed to find a way to balance the budget. The Council had removed the sunset clause from the Home Rule Sales Tax. The state of Indiana was growing because it had reduced taxes. Tax increases would not work. Citizens were taxed by the federal, state and local levels of government. The Council needed to start somewhere. There were discussions that General Fund reserves would be spent. The Council needed to place needs before wants. Salary reductions needed to be given serious consideration.

Patricia Martin, 1114 E. Grove St., addressed the Council. She addressed bullying/harassment of senior citizens. This occurred in both private and public facilities. She cited Alderman Lower's interest in senior issues. She was also addressing this issue with the Town of Normal. She noted Police Department programs. She had met with Officer Sarah Mayer. The response was positive.

Bruce Naffzinger, 1510 Fell Ave., addressed the Council. He planned to talk about the budget. The Council was out of control. Cities were going bankrupt. Budget reductions were possible. Citizens were tapped out. New taxes were not needed. He had a list of items that were not needed. The Council needed to reduce the budget. Police and fire pensions would destroy the City. These pensions needed to be addressed at the state level of government. People were leaving the City and the state of Illinois. He cited recent action taken by State Farm. The Council needed to take this issue seriously.

Bruce Meeks, 1402 Wright St., addressed the Council. He addressed the Council's Committee of the Whole meetings. There needed to be a citizen's budget committee. This committee would establish budget priorities. He questioned the \$4 million for street resurfacing. The Council needed to go line item by line item and reduce the budget. The budget could be amended at a future date. He questioned when the recent new taxes would take effect. He restated his belief that Utility Taxes would have no impact upon the City's budget until 2015. He requested that the proposed Text Amendment to Chapter 2 be removed from the Consent Agenda.

The following was presented:

SUBJECT: Proclamations Declaring April 28, 2014 as Central Catholic Saints Basketball Championship Day, May 4 – May 10, 2014 as Municipal Clerk's Week, and May 2014 as Constitution Trail Month

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

BACKGROUND: The proclamations to be presented:

1. Declaring April 28, 2014 as Central Catholic Saints Basketball Championship Day;
2. Declaring May 4 – May 10, 2014 as Municipal Clerk's Week; and
3. Declaring May 2014 as Constitution Trail 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

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Proclamations 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of April 14, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of April 14, 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 April 14, 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 Fazzini that the reading of the minutes of the previous Council Proceedings of April 14, 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, Lower, Fazzini, Sage, Fruin and Black.

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 24, 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 Fazzini that the bills and payroll be allowed and 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That the Appointments be approved.

STRATEGIC PLAN LINK: Goal 3. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong partnership with residents and neighborhood associations.

BACKGROUND: I ask your concurrence in the appointment of:

- **Property Maintenance Review Board:** Philip Foree of 1108 Lockenvitz Ln. #3, 61704 as the Tenant Member. His three (3) year term will expire April 30, 2017.
- **Board of Fire & Police Commissioners:** Dianne Hollister of 2 Briarwood Ave., 61701. Her three (3) year term will expire April 30, 2017.
- **Board of Library Trustees:** Susan O'Rourke of 2613 Kolby Ct., 61704. Her three (3) year term will expire April 30, 2017.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner
Mayor

Mayor Renner introduced Dianne Hollister, who was present at this evening's meeting.

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Appointments be approved.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Grass and Weed Mowing Service for City-Wide Ordinance Enforcement, City Owned Properties and City Training Range

RECOMMENDATION/MOTION: Recommend that the prices from B & D Lawn Service, for Grass and Weed Mowing Services be accepted, contingent upon B & D Lawn Service successfully passing any and all background criteria and/or restrictions required for the successful bidder, the contract be approved, and the Procurement Manager be authorized to issue a Purchase Order. Upon the inability of B & D Lawn Service to meet the criteria and/or restrictions, City staff be authorized to proceed to the next lowest responsible bidder, H & H Landscaping, subject to the same criteria and/or restrictions.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost effective and efficient manner, and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This contract award is for grass and weed mowing services for ordinance enforcement, City properties (*other than parks and City Hall campus property*) and for the Bloomington Police Department's Training Range.

Scope of work for City properties and Citywide abatement include: a) maintain grass and weeds to the same standards as a residential lawn, as stated in Chapter 21 Section 800.2 and Section 800.4; b) trim around all buildings and trees/bushes as growth demands; and c) pick up and dispose of any trash and/or debris.

Properties are subject to change as the City may acquire or dispose of properties throughout the mowing contract period.

Scope of work for Bloomington Police Department Training Range include: a) maintain grass and weeds to not exceed six inches (6”) in length. Mowing is not to be undertaken more than once per week unless directed by the City. Grass may be cut shorter than six inches (6”) when mowing, but growth should not exceed six inches (6”) in length; b) trim around all buildings and trees/bushes at a minimum of every third mowing, or as directed; c) mow along roadway right of way on Rt. 9 and up to the west entrance into the club house; d) scope of work at the Training Facility is subject to change within the contract period.

Bids were evaluated based on the following rates: General Labor; Hand Mowing; Normal Mowing; Acreage Mowing; Trimming; and Estimated Hours for Range and Estimated Hours for Residential Lot. Bid comparison data is as follows:

Bidder	Gen. Lbr*	Hand Mow*	Normal Mow*	Acre Mow**	Trim Rate*	Hrs. Range	Cost Range	Hrs. Lot	Cost Lot
B & D Lawn Service	\$10.00	\$7.00	\$12.00	\$44.00	\$11.00	3.5	\$154	1.50	\$48
Changing Seasons Lawn & Landscape	\$8.75	\$9.75	\$10.00	\$78.75	\$9.75	3.6	\$284	0.5	\$10
D & D Lawn Service	NA	\$10.00	\$50.00	NA	\$15.00	3.0	\$300	0.0	\$---
H & H Landscaping	\$9.00	\$15.00	\$15.00	\$30.00	\$15.00	4.5	\$135	1.0	\$30
F & W Landscaping	\$22.50	\$22.50	\$22.50	\$43.00	\$22.50	5.0	\$215	1.0	\$45
Buddy's Ground	\$12.50	\$12.50	\$12.50	\$98.00	\$10.00	6.0	\$588	1.0	\$25
GPOA Construction	\$8.00	\$7.00	\$12.00	\$50.00	\$8.00	8.0	\$400	3.0	\$72
Prairie View Landscaping	\$14.50	\$14.50	\$17.50	\$75.00	\$12.50	16.0	\$1,200	2.0	\$70

Apparent values inserted

*Expressed in half hour

**Expressed in hour increments

LABOR RATE: The rate shall include any incidental cleanup of lot areas during or prior to mowing.

HAND MOWING RATE: The rate for hand mowing, applies to areas where tractor mowing is not reasonable as determined by City staff, will be expressed in increments of cost per one-half ($\frac{1}{2}$) hour.

NORMAL MOWING RATE: The rate for mowing with “riding mowers”, applies to areas where hand mowing is not reasonable as determined by City staff, will be expressed in increments of one-half cost per ($\frac{1}{2}$) hour.

LARGE AREA MOWING: The rate for mowing areas greater than one-half ($\frac{1}{2}$) acre, applies to areas where hand mowing and conventional riding mowers are not reasonable as determined by City staff, will be expressed in increments of cost and time per acre.

Contractor	20 Mows @ Range	100 Hrs. Of Other Mowing	Total	Rank
B & D Lawn Service	\$3,080	\$2,400	\$5,480	1
Changing Seasons Lawn & Landscape	\$5,670	\$2,000	\$7,670	3
D & D Lawn Service	\$6,000	\$10,000	\$16,000	N/A
H & H Landscaping	\$2,700	\$3,000	\$5,700	2
F & W Landscaping	\$4,300	\$4,500	\$8,800	4
Buddy’s Ground	\$11,760	\$2,500	\$14,260	6
GPOA Construction	\$8,000	\$2,400	\$10,400	5
Prairie View Landscaping	\$24,000	\$3,500	\$27,500	7

B & D has been determined to be the lowest qualified bidder contingent on the passage of background checks required by bid documents. The bid documents provide all of the successful contractor’s employees, including all management, will be required during the course of the contract to agree to a criminal background check. The bid documents also provide no convicted felons will be allowed to perform work on this contract and that the successful bidder shall be required to conduct a background check on all employees, and provide the results to the City for review. Accordingly, the contract award will be contingent upon the passing of these additional criteria. Staff recommends that if B & D Lawn Service does not meet the additional contract criteria, Council defer to the next lowest qualified bidder, H & H Landscaping, pending the result of their background check, required by the bid specifications. References have been verified for both contractors. If neither B & D Lawn Service nor H & H Landscaping qualify, then the contract will not be awarded and City staff will bring a new recommendation back to the Council.

This contract shall be in force from the date the City executes the agreement through October 1, 2017, with an option of being renewed for two (2) additional mowing seasons through October 1, 2019.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was released March 4, 2014. Invitations to bid were sent to all known local mowing providers and published in the Pantagraph. Bids were due and opened on March 26, 2014.

FINANCIAL IMPACT: Payment for services provided for the Training Range will be paid from the Police Department's budget 10015110 - 70690 (Police - Other Purchased Services). Services provided for City owned properties will be paid from PACE Facilities budget 10015480 - 70690 (Facilities Maintenance - Other Purchased Services). Services provided for Community Development owned properties and Citywide Weed Abatements will be paid from PACE's Code Enforcement budget 10015430 - 70690 (Code Enforcement - Other Purchased Services). Stakeholders can locate these in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on the respective pages: Police page 214, Facilities Maintenance page 260, and Code Enforcement page 254.

Respectfully submitted for Council consideration.

Prepared by: Steve Sicinski, Police Sergeant
Sharon Walker, Division Manager - PACE

Reviewed by: Ken Bays, Asst. Chief of Police
Frank Koehler, Interim Director - PACE

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the prices from B & D Lawn Service, for Grass and Weed Mowing Services be accepted, contingent upon B & D Lawn Service successfully passing any and all background criteria and/or restrictions required for the successful bidder, and the Procurement Manager be authorized to issue a Purchase Order. Upon the inability of B & D Lawn Service to meet the criteria and/or restrictions, City staff be authorized to proceed to the next lowest responsible bidder, H & H Landscaping, subject to the same criteria and/or restrictions.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the bid for Latex Traffic Paint and Glass Beads for Pavement Marking be awarded to Sherwin Williams, Bloomington, IL, for FY 2015 in an amount not to exceed \$90,375, and the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on March 31, 2104. Five (5) bid packages were provided. A total of five (5) bids were received.

Bidder	Bid Amount	Explanation
All State Coating	\$72,000	Incomplete Bid – did not include beads
Ozark Materials	\$82,335	Could not meet delivery requirements
<i>Sherwin-Williams</i>	<i>\$90,375</i>	<i>Suggested Vendor</i>
Ennis Paint	\$92,250	
Diamond Vogel	\$107,340	

FINANCIAL IMPACT: This item is included in the FY 2015 Proposed Budget under Street Maintenance - Traffic Line Paint (10016120 - 71096). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 285.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the bid for Latex Traffic Paint and Glass Beads for Pavement Marking be awarded to Sherwin Williams, for FY 2015 in an amount not to exceed \$90,375, 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Scheduled Replacement of a Dump Truck for Parks, Recreation and Cultural Arts Department - Parks Division

RECOMMENDATION/MOTION: That the purchase of a Ford F550 with Dump Body from Bob Ridings Ford, Taylorville, IL, utilizing the State of Illinois Joint Purchasing Contract 4017340be approved, in the amount of \$42,780, 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 delivered in the most cost-effective, efficient manner.

BACKGROUND: The Parks Maintenance Division has a 1995 International Dump Truck that has 67,844 miles and 7,247 hours. This unit is nineteen (19) years old. Maintenance cost to date for the vehicle is \$30,338.11. This unit has had electrical, steering, hydraulic, and brake issues. In addition the dump bed is rusting out and has had metal bracing added to the cab shield. The new unit will be a side tipper dump truck. This will be more versatile and improve safety as it has the ability to dump without backing into traffic. The side tipper will help with maintenance on Constitution Trail as it will be easier to dump material for shoulder work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Parks Maintenance Division of the Parks, Recreation and Cultural Arts Department has \$41,200 budgeted this fiscal year in the FY 2014 Capital Lease - Capital Outlay Licensed Vehicles (40110130 - 72130). The difference will be made up by other items in this lease coming in under budget. Stakeholders can locate this in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on page 112.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the purchase of a Ford F550 with Dump Body from Bob Ridings Ford, Taylorville, IL, utilizing the State of Illinois Joint Purchasing Contract 4017340, be approved, in the amount of \$42,780, 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Scheduled Replacement of a Pickup Truck for Parks, Recreation and Cultural Arts Department - Parks Division

RECOMMENDATION/MOTION: That the purchase of a Ford F350 Chassis from Bob Ridings Ford, Taylorville, IL, utilizing the State of Illinois Joint Purchasing Contract 4017340 be

approved, in the amount of \$22,854, and the purchase of a Service Body from Koenig Body and Equipment, Peoria, IL, in the amount of \$7,962 for a total of \$30,816.

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 Parks Maintenance Division has a 1999 Chevrolet 2500 pickup truck that has 92,529 miles. This unit is fifteen (15) years old and scheduled to be replaced in the current budget year. Maintenance cost to date for the vehicle is \$13,365.32. This unit has had engine injector driver module and the fuel pump driver module replaced, and the body is starting to rust. This unit is a utility maintenance vehicle used primarily for Heating, Ventilation & Air Conditioning (HVAC) service work. The new unit will have built in tool boxes which provide increased tool and parts storage which will improve efficiency.

Staff obtained three (3) signed quotes for the service body. The lowest one was from Koenig Body at \$7,962, second lowest was Drake Scruggs at \$8,832, and the highest was Linco Precision at \$9,994.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Parks Maintenance - Capital Outlay Licensed Vehicles (10014110 - 72130) has \$35,020 budgeted this fiscal year for the replacement of this pickup truck. Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 208.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the purchase of a Ford F350 Chassis from Bob Ridings Ford, Taylorville, IL, utilizing the State of Illinois

Joint Purchasing Contract 4017340, be approved, in the amount of \$22,854, and the purchase of a Service Body from Koenig Body and Equipment, Peoria, IL, be approved, in the amount of \$7,962 for a total of \$30,816, and the Procurement Manager be authorized to issue Purchase Orders.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for the Scheduled Replacement of a 60' Aerial Lift Truck with Chip Body and Installation on Chassis for the Parks, Recreation and Cultural Arts Department - Parks Maintenance Division

RECOMMENDATION/MOTION: That the bid for a Kenworth T370 Chassis with a Versalift VO-260 Manlift and Arbor Tech Chip Body be awarded to Central Illinois Trucks, Normal, IL, in the amount of \$160,130, 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 delivered in the most cost-effective, efficient manner.

BACKGROUND: The Parks Maintenance Division has a 1995 International Bucket Truck with Chip Body that has 56,604 miles and 13,913 hours. This unit is nineteen (19) years old. As equipment ages, components become susceptible to unnoticeable wear and tear leading to unexpected failures and malfunctions. This unit has had hydraulic problems with hoses; hydraulic pump and power take off. The transmission's electronic control module has been replaced, as have the engine connection rod and main bearings. There are ongoing issues with corrosion in the electrical systems. The outrigger stabilizers have been repaired due to the metal rusting through. Maintenance cost to date for the vehicle is \$50,568.83. This unit is used in the day to day operations by the Forestry crews. It is used in the Tree Maintenance Program and for emergency cleanup after severe weather events. The new unit will have increased safety features over a nineteen (19) year old unit lessening the exposure to accident or employee injury.

Bids were opened on April 11th at 1:30 p.m. A total of four (4) bids were received of which one (1) bid was a no bid. The results are as follows:

Vendor	60' Aerial Lift With Chip Body & Chassis
Central IL Trucks	\$160,130
Rush Truck Centers	\$164,556
Altic	\$156,906
Altic option 1	\$165,493
Altic option 2	\$169,328
Koenig Body	No Bid

Staff recommends accepting the bid from Central IL Trucks, Normal, IL, Altic Industries turned in the lowest bid but had the most variances. Altic Industries' bids for options one (1) and two (2) had less variance but were the highest bids. Rush Truck Centers had the least amount of variances but their bid was \$4,426 higher than that of Central IL Trucks.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was released March 31, 2014. Invitations to bid were sent to all known local providers and published in the Pantagraph on March 31, 2014. Bids were due and opened on April 11, 2014.

FINANCIAL IMPACT: The FY 2014 Capital Lease has \$148,540 budgeted this fiscal year in line item 40110130 - 72130 (FY 2014 Capital Lease - Capital Outlay Licensed Vehicles). The difference of \$11,590 will be made up by savings from purchases that will not be made out of this capital lease. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 110.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the bid for a Kenworth T370 Chassis with a Versalift VO-260 Manlift and Arbor Tech Chip Body be awarded to Central Illinois Trucks, Normal, IL, in the amount of \$160,130, 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Purchase Replacement Panasonic Toughbook Computers utilizing State of Illinois Joint Purchasing Contract

RECOMMENDATION/MOTION: That the purchase of forty (40) replacement Panasonic Toughbook CF-31 computers from CDS Office Technologies Inc., utilizing the State of Illinois Joint Purchasing Contract number CMS8291640, be approved, in the amount of \$176,320, 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 delivered in the most cost-effective, efficient manner.

BACKGROUND: The Panasonic Toughbook CF-31 computers will serve as the mobile data computers (MDC's) in Police Department's vehicles. These MDC's are critical tools for daily operations as they are used for emergency dispatch, intelligence delivery, investigative research and more by the officers while in their vehicles.

Staff requests approval to replace aging Panasonic Toughbook laptops (MDC's) currently deployed in Police Department's vehicles. The current model MDC's were purchased in early 2010 and are planned for replacement in FY2014.

The MDC's in the Police vehicles are critical tools in daily Police operations and are used for tasks such as:

- Access to mobile Computer Aided Dispatch (CAD) software for emergency dispatch communications.
- Efficiently deliver intelligence information to officers in the field.
- Investigative tools for officers in the field (i.e. license plate or identification search).
- Create and upload accident reconstruction reports.
- Deliver, manage, view and upload in-car video.
- Access regional Electronic Justice System (EJS) located in McLean County offices.
- Create and upload traffic and ordinance violations.
- Access City email accounts.

- Access State of Illinois and other Internet-based police-related resources.
- Deliver GPS-related Automatic Vehicle Location (AVL) information.

These units are in need of replacement as they are underpowered for today's computing requirements. This results in slow application response times, frequent required "reboot" of the computers and delays in communication between the dispatch center and personnel in the vehicles. The current Toughbook computers are also beginning to exhibit more frequent hardware failures. Purchasing all units at the same time also means the model number (CF-31) will be identical throughout all units. This standardization is a benefit to Information Services staff, as it simplifies the configuration and management of the units.

The Panasonic Toughbook CF-31 is from a class of laptop computers termed "fully ruggedized", which means it has been tested to the military specification MIL-STD-810G for extreme harsh environments. The Council was provided with a Panasonic Toughbook CF-31 specification sheet and a "Summary of Tests Performed" describing the Panasonic testing required to meet this specification. This type of laptop computer is required to allow the unit to withstand the operating environment of both fire and police vehicles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This purchase will be made out of Information Services - Office Supplies (10011610 - 71010) line item account. Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 186.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director of Information Services

Reviewed by: Brendan O. Heffner, Chief of Police

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the purchase of forty (40) replacement Panasonic Toughbook CF-31 computers from CDS Office Technologies Inc., utilizing the State of Illinois Joint Purchasing Contract number CMS8291640, be approved, in the amount of \$176,320, 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order - 2013 Utility Maintenance Contract

RECOMMENDATION/MOTION: Recommend that the Amendment to the Contract for the 2013 Utility Maintenance, with Stark Excavating, Inc., be approved, in the amount of \$110,000, and the Resolution adopted. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Utility Maintenance contract includes provisions for repairing sanitary sewer, storm sewer, force main, pump stations, water main, and other City utility repairs that are beyond the capability of City crews due to the lack of necessary equipment or manpower. On September 23, 2013, Council executed the FY 2013 Utility Maintenance Contract with Stark Excavating, Inc.

Staff has identified a need to repair the twenty-four inch (24”) Kensington/White Eagle outfall sanitary sewer adjacent to Constitution Trail east of Hershey Rd. This sewer serves an area bounded roughly by Ireland Grove Rd. to the south, Streid Dr. to the east, and Constitution Trail to the north. The top of the sewer has been exposed by erosion from the Little Kickapoo Creek and needs to be stabilized and protected from further erosion and degradation. This repair work is beyond the capability of City crews due to the lack of necessary equipment and manpower. The cost of this work is estimated at approximately \$110,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The Public Works Department has budgeted \$110,000 for this project in the current FY 2014 under the Sewer and Storm Water Funds. Stakeholders can locate this project in the FY 2014 Budget Book titled “Other Funds and Capital Improvement Program” on

pages 275, 365, 379, 385 - 386. The current and revised contract funding amounts that are proposed are listed below.

	<u>CURRENT</u>	<u>REVISED</u>
Storm Water (53103100-72550)	\$200,000	\$270,000
Sanitary Sewer (51101100-72550)	\$200,000	\$240,000
Water Transmission & Dist. (50100120-72540)	<u>\$100,000</u>	<u>\$100,000</u>
Total Contract:	\$500,000	\$610,000

Respectfully submitted for Council consideration.

Prepared by: Ryan Otto, Engineer

Reviewed by: Jim Karch, Director of Public Works

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 - 16

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$110,000 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND STARK EXCAVATING, INC.

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc. for the FY 2014 Utility Maintenance Contract; and

WHEREAS, for the reasons set forth in a staff report dated April 28, 2014 it was necessary to; and

WHEREAS, it is the finding of the City Council that the work described in the April 28, 2014 memorandum is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a change order in the amount of \$110,000 in the contract between the City of Bloomington and Stark Excavating, Inc. be approved.

ADOPTED this 28th day of April, 2014.

APPROVED this 29th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Amendment to the Contract for the 2013 Utility Maintenance, with Stark Excavating, Inc., be approved, in the amount of \$110,000, and the Resolution adopted. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Three (3) Year Maintenance Agreement with Microception for Video Equipment and Related Server

RECOMMENDATION/MOTION: That the purchase of a three (3) year maintenance agreement for video equipment and the related server from Microception, a sole source provider, be approved, in the amount of \$11,907, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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.

BACKGROUND: Microception provides the maintenance and software updates for the VideOversight equipment and related server used in the Driving Under the Influence (DUI) observation room and six (6) interrogation rooms at the Police Department. The VideOversight equipment was originally purchased in July 2007 and has been under a service agreement since installation. The agreement was last renewed in 2009 and is scheduled to expire. Microception is proprietary to the VideOversight system and the service agreement provides software updates for the server as well as parts and labor for the oversight equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Microception offers two (2) plans. The second plan is recommended as there is an immediate ten percent (10%) savings. The cost for the three (3) year agreement is \$11,907.

- 1.) 1 yr. Agreement: \$450/room (7 rooms) + \$1,260 for a 7 room server: \$4,410.
- 2.) 3 yr. Agreement: \$450/room (7 rooms) + \$1,260 for a 7 room server with 10% savings for paying 3 years upfront: \$11,907.

The FY 2014 Budget has funds available in Police - Investigation Expenses (10015110 - 79050). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 256.

Respectfully submitted for Council consideration.

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

Reviewed by: Brendan Heffner, Chief of Police

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

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 17

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A THREE (3) YEAR MAINTENANCE
AGREEMENT FOR VIDEO EQUIPMENT FOR THE POLICE DEPARTMENT FROM
MICROCEPTION, A SOLE SOURCE PROVIDER, AT A PURCHASE PRICE OF
\$11,907**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase of a Three (3) year Maintenance Agreement for Video Equipment from Microception, a sole source provider, at a Purchase Price of \$11,907.

ADOPTED this 28th day of April, 2014.

APPROVED this 29th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the purchase of a three (3) year maintenance agreement for video equipment and the related server from Microception, a sole source provider, be approved, in the amount of \$11,907, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Contract with Laborers International Union Local 362 Parking Enforcement

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On September 6, 2013 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that expired on April 30, 2013. It is a business practice of the Human Resources Department to place Collective Bargaining Agreements on the City's web site. A draft of the new Collective Bargaining Agreement has been provided to the Council. On March 12, 2014, the parties reached Tentative Agreements on the issues listed below. The Union has ratified the Tentative Agreement.

Grievance Procedure

- Updated Grievance Procedure.

Leave Time

- Clarification of vacation carryover and scheduling language.
- Eliminate payment of Personal Convenience Leave for probationary employees.
- Addition of Sick Leave Abuse Language.
- Running FMLA concurrent with Job Injury and Sick Leave.

Wages

- May 1, 2013 wage increase by 2%.
- May 1, 2014 wage increase by 2.5%.

Term of Agreement

- Two (2) year Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Parking Enforcement employees.

FINANCIAL IMPACT: The financial impact of the Tentative Agreements includes:

- Increase in wage tables for by 2% effective May 1, 2013 (with retro). Increase in wage tables for by 2.5% effective May 1, 2014. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$7,800.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Paulette Hurd, Chief Accountant
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Contract be ratified.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

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.

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

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 Tari Renner
Mayor

Date: April 29, 2014

ATTEST:

By Tracey Covert
Bloomington City Clerk

Date: April 29, 2014

McLEAN COUNTY BOARD OF HEALTH

By Walter P. Howe
Director

Date: May 22, 2014

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

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

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 1, 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 Tari Renner
Mayor

Date: April 29, 2014

ATTEST:

By Tracey Covert
Bloomington City Clerk

Date: April 29, 2014

McLEAN COUNTY BOARD OF HEALTH

By Walter P. Hower
Director

Date: May 2, 2014

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

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:

David A. Hales
City Manager

(ON FILE IN CLERK’S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Assignment of Hockey License Agreement with BIHT, Inc. be approved, and the Mayor 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed Water Main Extension Agreement from William B. Smith for Property Located at 2022 Interurban Rd. in McLean County

RECOMMENDATION/MOTION: That the Agreement with William B. Smith for a Water Main Extension 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 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: William B. Smith, property owner of 2022 Interurban Rd. in McLean County (Tax ID 21-06-181-001), has requested permission to tap-on to the City's Water Main to serve his property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between William B. Smith and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so requests.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: William B. Smith

FINANCIAL IMPACT: All costs of connection to the City water main will be borne by the property owner. The water main tap-on fee due to the City is \$3,817.93.

Respectfully submitted for Council consideration.

Prepared by: Craig Cummings, Director of Water

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

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

WATER & PROPOSED WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 28th day of April, 2014, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and, William B. Smith, owner of the real property hereinafter described and hereinafter called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

CITY has permitted construction of a water main along the street known as Interurban Road for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as: The West 145 feet of the following described property: A strip of land lying in the Southeast Quarter of the Northeast Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at a point 24 feet North of a stone at the Southeast corner of the Northwest Quarter of said Section 6, running thence West along the North line of Washington Street, or road 848 ½ feet, more or less, to the East line of the property belonging to Craige Thompson; thence North 90.4 feet; thence East 848 ½ feet, more or less, to the East line of the Northwest Quarter of said Section 6 and 92.7 feet North of a stone at the Southeast corner of the Northwest Quarter of said Section 6; thence South 68 ¾ feet, more or less, to the Point of Beginning, in MCLEAN COUNTY, ILLINOIS

PIN# 21 – 06 – 181 - 001

A/K/A 2022 Interurban Road

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER's contribution is \$3,817.93 payable in advance of connecting to the water main.

3. CUSTOMER agrees that said extended water main is the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter

enacted and amended from time to time. CUSTOMER shall also defend, indemnify and hold the CITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, except for any injury or damages caused by the gross misconduct of the CITY.

4. CUSTOMER certifies that William B. Smith is the owner of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right of way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

William B. Smith

STATE OF ILLINOIS)
) ss.
 COUNTY OF MCLEAN)

I, Donna M Gerron, a Notary Public in and for said County in the State aforesaid, do hereby certify that William B. Smith personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this 29th day of April, 2014, A.D.

Donna Gerron
 Notary Public
 My Commission Expires: 11/14/2016

ATTEST:

CITY OF BLOOMINGTON

Tracey Covert, City Clerk

Mayor Tari Renner

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Agreement with William B. Smith for a Water Main Extension 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Resolution to Cede the City of Bloomington’s Allocation of the Private Activity Bonding Cap to the Easter Illinois Economic Development Authority

RECOMMENDATION/MOTION: That the Resolution be adopted and the City of Bloomington's 2014 Volume Bond Cap be ceded to the Eastern Illinois Economic Development Authority, with a transfer fee agreement of one percent (1%).

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationships among the City, businesses, economic development organizations. Given that the City does not have any projects that are presently eligible to receive the Volume Cap, and in the spirit of engaging in positive working relationships with other economic development organizations, staff recommends partnering with the Eastern Illinois Economic Development Authority (EIEDA) for the 2014 calendar year. By cultivating this mutually beneficial relationship between communities, counties, and other regional development authorities, the City stands to benefit in future years when eligible projects arise and other communities are able to cede their bond cap in return.

BACKGROUND: The Internal Revenue Code permits the City, as an Illinois Home Rule Municipality, to issue private activity bonds. The federal tax code classifies private activity bonds as bonds utilized for projects that primarily benefit private entities. A chart of eligible projects has been provided (Exhibit A). Congress uses an annual state Volume Cap, which is currently capped at the rate of \$100 per capita for the 2014 calendar year. Based upon a population of 77,733, the City's Volume Cap is \$7,773,300 for calendar year 2014.

For the current fiscal year, staff has determined no projects in the City that are readily available to use this Volume Cap. In the past when this situation has occurred, the City has ceded over its bond Volume Cap to the Illinois Housing Development Authority (IHDA) to further homeownership within the community (2003, 2004, 2007, 2008, 2009, and 2010). IHDA works with communities to help working families and individuals achieve homeownership through their Mortgage Credit Certificate (MCC) program and the Mortgage Revenue Bond (MRB) program. A request was submitted to IHDA to determine if there is enough funding for these two (2) programs for 2014 but has yet to receive a response.

Other private activity bond projects have been: 2005 Lincoln Tower renovations; 2006 Habitat, Mid Central Community Action and Clayton Jefferson for Affordable Housing Development (project not completed, bonding authority returned to the state); 2011 EIEDA Senior Housing Facility.

In FY 2012, staff requested to reserve the Volume Cap for an eligible activity, undetermined at the time. This did not obligate the City financially or in any other way, this resolution simply "reserved" the City's portion to possibly be used at a later date for an activity within the community. No such activity presented itself within the 2012 calendar year.

For FY 2013, staff received a request from EIEDA to transfer the Home Rule Volume Cap for economic development and housing projects. Specifically, the organization was in the process of closing on a \$20,040,000 Senior Housing Bond and would like to join efforts with respect to the Volume Cap in an attempt to secure the project. Given that staff had yet to identify any projects

that qualify for the use of such private activity bonds within the City, it was recommended and approved that the City work collaboratively with EIEDA as requested. A similar situation is now in effect for the current year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IHDA in regards to the MCC and MRB programs, and EIEDA.

FINANCIAL IMPACT: There is a possibility of receiving revenue from a one percent (1%) transfer fee (approximately \$77,733) upon the issuance of bonds to a borrower, which would be payable at bond closing. It has been suggested by EIEDA that our Volume Bond cap may be utilized for a senior living in the future. If the Volume Cap is not used by December 31, 2014, it can be carried forward and used for an additional three (3) years until December 31, 2017, when it expires. If it is used by EIEDA at any time, they agree to pay the transfer fee of one percent (1%) to the City.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Reviewed by: Sharon Walker, Division Manager - PACE

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 2014 – 18

A SPECIAL RESOLUTION AUTHORIZING THE CEDING OF PRIVATE ACTIVITY BONDING AUTHORITY

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of private activity bonds which may be issued by the City of Bloomington (“City”) as a constitutional home rule unit is equal to its population multiplied by \$100.00; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 et seq.) provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, the City of Bloomington has available year 2014 volume cap and desires to utilize this cap in cooperation with the Eastern Illinois Economic Development Authority (EIEDA) to support the projects that will create jobs and expand the City's tax base;

NOW THEREFORE, be it ordained by the City Council of the City of Bloomington, Illinois:

Section 1. Consent to Reallocate to EIEDA. The City hereby agrees to reallocate to the Eastern Illinois Economic Development Authority its 2014 private activity volume bonding cap in the amount of \$7,773,300. Said private activity volume bonding cap shall be used to support projects that will provide job opportunities and new investments.

Section 2. Letter of Agreement. The City Finance Director is hereby authorized to execute a letter of agreement with EIEDA consenting to such allocation on behalf of the City as authorized.

Section 3. Maintaining Records. The City Finance Director is hereby authorized to maintain such record of the allocation for the term of the bonds issued pursuant to such allocation.

Section 4. Notice. The Mayor shall provide notice of such allocation to the Office of the Governor.

Section 5. Effective Date. This ordinance shall be effective from and after its passage.

ADOPTED this 28th day of April, 2014.

APPROVED this 29th day of April, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Resolution be adopted and the City's 2014 Volume Bond Cap be ceded to the EIEDA, with a transfer fee agreement of one percent (1%).

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 24, 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 Tari Renner called the Liquor Hearing to order to hear the request of Michael Bozarth and Morgan Messer to allow moderate consumption of alcohol at their May 24, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. 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 Jeannie Swanson, bride's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Jeannie Swanson, bride's representative, addressed the Commission. The wedding reception was scheduled for May 24, 2014 at the Lake Bloomington Davis Lodge. The plan included 120 guests. Maguire's located at 220 N. Center St. would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception were scheduled at Davis Lodge commencing at 5:00 p.m. The reception would follow immediately and end at 11:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

Commissioner Tompkins requested that the City Clerk's Office be notified of any changes to the reception plans.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He noted that a City licensed caterer must be retained for liquor service, which was limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Michael Bozarth and Morgan Messer to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their May 24, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: 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.

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 - 36**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, Michael Bozarth and Morgan Messer are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 11:00 p.m. on May 24, 2014; and

WHEREAS, Michael Bozarth and Morgan Messer 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 May 24, 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 28th day of April, 2014.

APPROVED this 29th day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, requesting a TAS liquor license

RECOMMENDATION/MOTION: That an TAS liquor license for MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, be created, contingent upon compliance with all applicable health and safety codes.

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 regarding the application of MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, requesting a TAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on 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 Terry Harris, owner/operator, and Joe Dehn, attorney, Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Terry Harris, owner/operator and Applicant's representative, addressed the Commission. He had been employed at Mitsubishi Motors. He had also owned/operated the Lake Road Inn located at 25106 N. 1750 East Rd., Hudson, IL.

Commissioner Renner questioned if Mr. Harris was BASSET, (Beverage Alcohol Sellers & Servers Education Training), certified. Mr. Harris noted that there were three (3) key individuals, Michael Harris, Chase Harris and himself. The planned opening date was August 15, 2014. There was adequate time for them to obtain the certificate.

Commissioner Jordan questioned the time line. He also questioned if the applicant had met all of the requirements. Mr. Harris noted that the premise was an unfinished unit.

Commissioner Tompkins questioned video gaming and if this factor had driven the application for a liquor license.

Mr. Harris noted Lucky Seven had applied for a video gaming license. He estimated that liquor sales would represent sixty percent (60%) of total sales.

George Boyle, Asst. Corporate Counsel, addressed the Commission. He questioned the seating capacity.

Mr. Harris stated that the unit measured twenty-five feet by fifty feet (25' x 50'). He added that there would be restrooms and an office.

Chase Harris addressed the Commission. He believed that available space would be twenty-five feet by thirty-eight feet, (25' x 38').

Mr. Boyle directed the Commission to Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License - Findings, (14). This item addressed video gaming. He cited the square footage and seating capacity.

Mr. Harris informed the Commission that he had first right of refusal for the adjacent unit.

Mr. Boyle informed the applicant that if there was an intention to extend the premise, Mr. Harris would need to reappear before the Commission.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that a TAS liquor license for MCTH, Inc., d/b/a Lucky Seven, located at 1804 S. Hershey Rd., Unit 9, be created contingent upon compliance with all health safety codes.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 31, 2014 in accordance with City Code. In accordance with City Code, approximately eighteen (18) courtesy copies of the Public Notice were mailed on April 1, 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: Annual fee for a TAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Fazzini that an TAS liquor license for MCTH, Inc., d/b/a Lucky Seven, located 1804 S. Hershey Rd., Unit 9, be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., requesting an RBS liquor license

RECOMMENDATION/MOTION: That a RBS liquor license for Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1) obtain BASSET certification within ninety (90) days.

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 regarding the application of Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on 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 Venu Danda, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Venu Danda, owner/operator and Applicant's representative, addressed the Commission. He had applied for and the Council had granted approval for a liquor license at this location in the recent past, (May 14, 2012).

Commissioner Tompkins questioned how long Mayuri had been opened. He also questioned if Mr. Danda had liquor sales experience.

Mr. Danda stated that Mayuri had been open for two (2) years. It was a small restaurant. He restated that he had been approved for a liquor license in the recent past. He needed to remodel the restaurant. Mayuri had seen an increase in traffic. Since December 2013, business had declined. He cited customer requests for beer and wine to accompany their meals. He added that he needed to file his request with the McLean County Health Dept.

He had also held a packaged liquor license at W. Market St. Grocery located at 301 W. Market St., Unit B. He had owned and operated this business for five (5) years.

Commissioner Tompkins questioned if Mr. Danda was BASSET, (Beverage Alcohol Sellers & Servers Education Training) certified. He encouraged Mr. Danda to obtain his certification as soon as possible.

Mr. Danda cited his familiarity with state and City liquor laws.

Commissioner Jordan questioned the number of employees. Mr. Danda stated three (3). Commissioner Jordan recommended that all three (3) employees become BASSET certified.

Commissioner Tompkins noted that Heartland Community College had had issues offering the BASSET/STEPS classes this winter due to the weather.

Commissioner Renner noted that the Commission could recommend approval of this application event though the applicant lacked BASSET certification.

Tracey Covert, City Clerk, informed the Commission that Heartland had scheduled two (2) BASSET/STEPS classes: one on April 14, 2014 and the other on May 19, 2014.

Commissioner Jordan recommended granting Mr. Danda ninety (90) days to obtain BASSET certification.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the City Council that an RBS liquor license for Anjana 3, Inc., d/b/a Mayuri, located at 1407 N. Veterans Pkwy., be created contingent upon compliance with all health safety codes with the following condition: 1.) obtain BASSET certification within ninety (90) days.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 31, 2014 in accordance with City Code. In accordance with City Code, approximately fifty-five (55) courtesy copies of the Public Notice were mailed on April 1, 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: Annual fee for a RBS liquor license is \$1,110.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Fazzini that a RBS liquor license for Anjana 3, Inc., d/b/a Mayuri, located 1407 N. Veterans Pkwy., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) obtain BASSET certification within ninety (90) days.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., requesting an RBS liquor license

RECOMMENDATION/MOTION: That an RBS liquor license for Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., be created, contingent upon compliance with all applicable health and safety codes.

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 regarding the application of Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on 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 Barb Nathan, Executive Director and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Barb Nathan, Executive Director and Applicant's representative, addressed the Commission. She informed the Commission that Westminster Village was a continuing care retirement community. The facility had 360 residents and sixty (60) persons in skilled care. There was a common dining facility. Residents had requested alcohol service with their dinner and/or for special events. Liquor service would be limited to residents and their guests. The plan was to start slow.

Commissioner Tompkins noted his familiarity with Westminster Village. He added that there were a number of residents who were veterans.

Ms. Nathan noted that currently there were sixty-nine (69) residents who were also veterans. She added that if this change was received well by the residents, Westminster might consider reappearing before the Commission to request an "A", All types of alcohol, liquor license.

George Boyle, Asst. Corporation Counsel, addressed BASSET, (Beverage Alcohol Sellers & Servers Education & Training), certification.

Ms. Nathan informed the Commission that there were six (6) potential servers. She stated her intention that all become BASSET certified.

Commissioner Jordan cautioned that Westminster's staff must be cognizant of the need to check guests' identification.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RBS liquor license for Westminster Village, Inc., d/b/a Westminster Village, located at 2025 E. Lincoln St., be created contingent upon compliance with all health safety codes.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 31, 2014 in accordance with City Code. In accordance with City Code, approximately one hundred and thirteen (113) courtesy copies of the Public Notice were mailed on April 1, 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: Annual fee for a RBS liquor license is \$1,110.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Fazzini that an RBS liquor license for Westminster Village, Inc., d/b/a Westminster Village, located 2025 E. Lincoln St., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

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.* Bloomington, IL	Base Bid Parkview Area - Phase III	\$416,932.00
	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. Bloomington, IL	Base Bid Parkview Area - Phase III	\$401,211.00
	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. Deer Creek, IL	Base Bid Parkview Area - Phase III	\$411,718.00
	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. Peoria, IL	Base Bid Parkview Area - Phase III	\$414,339.67
	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

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 2. Administration regarding Public Comment at Council Meetings

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The Illinois Open Meetings Act provides “any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body.” 5 ILCS 1/2.06(g). In a request for review letter on public comment at the City’s previous Administration and Finance Committee, the Attorney General Office’s Public Access Counselor’s office concluded the Committee was required to provide an opportunity for public comment at all future committee meetings subject to any reasonable rules that are consistent with Section 2.06(g). Although the City now allows public comment at all committee meetings, the City Code provides public comment only at the first regularly scheduled meeting of the month. The proposed ordinance provides there will be a fifteen (15) minute public comment period at every regularly scheduled meeting of the City Council, including special City Council meetings where there is an action item on the agenda. It also provides public comment is limited to three (3) minutes per person and that comments may not be threatening and that disorderly conduct is prohibited. Finally, it provides that individuals may submit written comments to the City Clerk at least twenty-four (24) hours before a meeting and said comments will be copied and provided to aldermen.

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:

David A. Hales
City Manager

Alderman Lower expressed his interest in being proactive. He had been working with Jeff Jurgens, Interim Corporation Counsel, regarding the proposed Text Amendment. The current ordinance addressing public comment was antiquated. There was an ambiguous area between Council meetings and meetings of Boards and Commissions.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. The proposed Text Amendment addressed public comment and would allow same at Council and committee meetings. He restated that public comment would be allowed at all Council meetings and also at Special Meetings when there was an action item on the meeting agenda. He again stated that public comment would appear on every regular Council Meeting agenda. The time period would remain the same, (i.e. fifteen minutes). The Council had the authority to lay this item over. He believed that the proposed Text Amendment was a step in the right direction.

Alderman Black noted that this item addressed an important topic. He requested that it be amended to include that any email sent to the Council be placed into the public record. He noted that this could be a future amendment.

Mr. Jurgens informed the Council that the proposed Text Amendment allowed written comments to be submitted twenty-four (24) hours in advance of any Council meeting to the City Clerk's Office for distribution to the Council.

Mayor Renner cited an on line comment service, I Mesa. Citizens provided their name and address, and were able to address any issue including recommendations for Text Amendments. He believed that the City could do more.

Mr. Jurgens viewed public comment as a continual process with a goal of improvement. He noted that at this evening's meeting eight (8) individuals addressed the Council during the fifteen (15) minute Public Comment period. It was important that the Council set aside time for same.

Mayor Renner added that individuals were invited to attend Mayoral Open Houses.

Alderman Fazzini recommended that no vote be taken at this evening's meeting. He also commented on items he would like to be included and/or excluded from the proposed Text Amendment.

Motion by Alderman Lower, seconded by Alderman Fazzini to table this item.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Marti Rave, Requesting Approval of an Annexation Agreement for the Property Generally Located east of Veteran's Pkwy., north of Hamilton Rd. and west of Greenwood Ave.

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3d. Expanded retail businesses. The new retail may encourage other retail in this southwest part of the City where there are many homes that could support such retail.

BACKGROUND: The land subject to the Annexation Agreement is located at the intersections of Veteran's Pkwy., Hamilton Rd. and Greenwood Ave. It is located in unincorporated McLean County yet is surrounded by the City. The Agreement proposes B - 1, Highway Business District Zoning which is compatible with the adjacent B - 1 zoning as well as the adjacent land uses such as Veteran's Pkwy., a radio station and tower.

This case was before the Planning Commission for a public hearing and review on April 9, 2014. The City Engineer explained how components of this Annexation Agreement are derived from an earlier agreement pertaining to land exchanges which enabled the City to acquire right of way and make improvements to Hamilton and Greenwood. The petitioner's attorney also spoke concurring with the City Engineer's testimony and how the Annexation Agreement was the result of working with the City Interim Corporation Counsel. No one else from the public spoke in favor or in opposition to the Agreement. The Planning Commission voted to recommend approval of the annexation agreement by a vote of 9 - 0.

Staff reviewed the petition and concluded the Annexation Agreement was in line with the previous agreement and that the proposed zoning was compatible with the nearby zoning and land uses and thus supports the petition.

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 thirteen (13) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: Per the agreement in 2003, the City agreed to waive the tap on fees and will not obtain such when the development occurs. At that time there will be expenditures by the Public Works Dept. when utilities are connected. However, if approved, the Agreement should lead to new retail development and new City property and sales taxes. Since the site has existing adjacent City streets, no new costly roads will be needed to be built.

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

David A. Hales
City Manager

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Marti Rave, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned B-1 (Highway Business District) upon annexation to the City; and

WHEREAS, the City is desirous of confirming the obligations related to a certain water main located on the premises to be annexed; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit "A" to the City's corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit "A" to the City of Bloomington.

3. ZONING.

City agrees to rezone the property to B - 1 Highway Business District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

- A. Sanitary Sewer. The premises will be served by a sanitary sewer. The City agrees to waive, pursuant to that certain Agreement for the Sale and Redevelopment of Real Estate, dated September 22, 2003 ("2003 Agreement"), any of its tap on fees for connection to the sanitary sewer.
- B. Water. City shall, pursuant to the terms of the 2003 Agreement, waive the required tap on fees at the time of connection to the existing water mains.
- C. Water Main
 - (1) Relocation of Water Main. There currently exists on the premises a certain water main owned by the City. It is understood by and among the Owner and the City, that location of the water main may be altered during the course of development. In the event the existing water main serving the premises is moved for any reason during the development of the premises, Owner agrees to cover all costs related thereto. The water main shall be constructed in accordance with City standards in effect at the time of any relocation or alteration. City reserves the right to approve the

construction methods, materials, and locations prior to the commencement of any relocation or alteration.

- (2) **Permanent Easement.** The City shall, at all times, be granted a permanent easement, also referred to herein as a “Utility Easement”, in the then current location of the water main, for operating and maintaining the City water main located upon the premises and, in addition to the foregoing, shall be granted authority to alter, remove, and replace the water main and all other equipment appurtenant thereto, together with a temporary easement, no greater than ten feet on either side of the water main, required for working purposes. The City shall repair any damage to property of Owner caused by the laying, construction, reconstruction, operation, maintenance, renewal or removal of said water main, except damages to trees, shrubs, bushes, roots or any other obstacles caused by trimming or removal.

The Utility Easement shall be executed and recorded by the Owner, in the form attached hereto as Exhibit B within 30 days of annexation of the property. If the water main is relocated in accordance with Section 4(C)(1), a new permanent easement and temporary construction easement, in the same form, shall be executed and recorded by the Owner prior to construction associated with the relocation.

The Owner shall not be required to pay, or incur any expenses, related to any and every claim, demand, suit and payment in respect thereof, or in respect of any of them, with reference to personal injury to persons, or damage to the property of, Owner or other persons, caused by any of the work performed under this easement, and the City shall require its contractors and subcontractors to so indemnify, defend, and save harmless the Owner and its successors and assigns, respecting actions of any type initiated to recover damages from any such injuries and/or damages and liability arising therefrom, including but not limited to all costs and expenses incurred by Owner and its successors and assigns.

Owner retains the right to use and improve the surface of the property in which this permanent easement exists for such purposes as roads, drives and parking lots, but relinquishes the right to use the surface for buildings or other permanent structural improvements, which because of their weight, size or volume might impair the structural integrity of improvements in the easement or make maintenance, repair or replacement of improvements in the easement significantly more difficult or expensive and as otherwise in compliance with the terms of the Utility Easement attached hereto as Exhibit B.

- D. Stormwater Detention. Owner shall provide on-site detention pursuant to the Code. City may agree, in its sole discretion, to allow Owner to place some detention on City right of way property.
- E. Substandard Road Improvement. Owner and City hereby represent and agree that all road improvements to Greenwood Avenue and Hamilton Road, adjacent to Owner's premises, have been made as contemplated by the 2003 Agreement, and that no reimbursement for those improvements is required of, or requested from, Owner. The Owner will be responsible for all improvements within the City right-of-way relative to the development of the subject property. This includes sidewalk, driveway approach pavement, curb cuts, fire hydrant relocation or adjustment, grading, and seeding. All construction shall be performed in accordance with applicable City Codes.
- F. Access Control. Pursuant to the terms of the 2003 Agreement, Owner shall be allowed access to Greenwood Avenue after the first one hundred feet (100') of Greenwood Avenue, as measured from stop bar, and allowed one entrance from Hamilton Road, which shall be limited to use for traffic making right turns into and out of the property. Access on both Greenwood Avenue and Hamilton Road shall be in conformance with current City Code at the time of construction.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

City of Bloomington
Attn: City Manager
109 East Olive Street
Bloomington, IL 61701

Marti Rave
1709 Tullamore Avenue
Suite B
Bloomington, IL 61701

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in

this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any

legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

EXECUTED and ADOPTED this 28th day of April, 2014, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Tari Renner, Mayor

Attest:

Tracey Covert,
City Clerk

OWNER:

Marti Rave

EXHIBIT A

Tract 1:

A part of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 90 feet north of the Southeast Corner of Lot 2 in said subdivision, thence north 90 feet, thence west to the West Line of said Lot 2, thence southwesterly along the West Line of said Lot 2, to a point directly west of the Place of Beginning, thence east to the Place of Beginning, except the east 10 feet thereof, in McLean County, Illinois.

Tract 2:

A part of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at the Northeast Corner of said Lot 2, thence south on the East Line of said Lot 2, 328.0 feet; thence west parallel with the South Line of said Lot 2, 261.75 feet more or less to the West Line of said Lot 2; thence northeasterly along the West Line of said Lot 2, 413.0 feet more or less to the Place of Beginning, except the following part: Commencing at the Northeast Corner of said Lot 2, thence south 260 feet on the East line of said Lot 2, thence west 169.5 feet to a point 265.4 feet southwest of the Northeast Corner of said Lot 2, thence northeasterly along the West Line of said Lot 2 to the Northeast Corner thereof, the Point of Beginning of said part, except the East 10 feet thereof,

Excepting therefrom that part conveyed to the City of Bloomington, in Warranty Deed recorded October 13, 2003 as Document No. 2003-52981, in McLean County, Illinois.

Tract 3:

A part of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, as recorded in Book 12 at Page 336 in McLean County, Illinois, described as follows, with bearings being used referring to the Illinois State Plane Coordinate System, East Zone: Commencing at the Northeast Corner of the above described Lot 2; thence along the Northwesterly Line of said Lot 2, South 36 degrees 32 minutes 03 seconds West 101.70 feet, to the Point of Beginning; thence continuing along said Northwesterly Line of Lot 2, South 36 degrees 32 minutes 03 seconds west 163.45 feet, to a found iron pin; thence South 74 degrees 03 minutes 21 seconds East 101.43 feet; thence North 00 degrees 04 minutes 57 seconds East 159.19 feet, to the Point of Beginning, in McLean County, Illinois.

Tract 4:

A part of Old Route 66 situated adjacent to and northwesterly of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, as recorded in Book 12 at Page 336 in the McLean County Recorder's Office, more particularly described as follows: Commencing at the Northeast Corner of said Lot 2, thence south 36 degrees 32 minutes 03 seconds west, 101.70 feet along the Northwesterly Line of said Lot 2 to a found iron pin, being the Point of Beginning; thence continuing south 36 degrees 32 minutes 03 seconds west, 163.45 feet along said Northwesterly Line to a found iron pin; thence south 41 degrees 57 minutes 53 seconds west, 178.45 feet along said Northwesterly Line to a found iron pin on the Northerly Line of Hamilton Road; thence north 64 degrees 01 minutes 35 seconds west, 59.86 feet along the Northwesterly Extension of the Northerly Line of Hamilton Road to a found iron pin on the Southeasterly Line of a Parcel of Land dedicated for a portion of S.B.I. Route 4, Section 16 Right-of-Way according to the Right-of-Way Plat recorded August 9, 1922, in Book 352 at Page 110 in said Recorder's Office; thence north 41 degrees 02 minutes 47 seconds east, 196.99 feet along the Southeasterly Line of said Dedication to a found iron pin; thence north 39 degrees 01 minutes 51 seconds east, 200.00 feet along said Southeasterly Line to a found iron pin; thence north 35 degrees 27 minutes 34 seconds east, 25.88 feet along said Southeasterly Line to a found iron pin; thence south 00 degrees 04 minutes 57 seconds east, 87.20 feet to the Point of Beginning, containing 22,028 square feet, more or less.

Tract 5:

A part of Old Route 66 situated adjacent to and northwesterly of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, as recorded in Book 12 at Page 336 in the McLean County Recorder's Office, more particularly described as follows: Commencing at the Northeast Corner of said Lot 2, thence south 36 degrees 32 minutes 03 seconds west, 265.15 feet along the Northwesterly Line of said Lot 2 to a found iron pin; thence south 41 degrees 57 minutes 53 seconds west, 178.45 feet along said Northwesterly Line to a found iron pin on the Northerly Line of Hamilton Road; thence north 64 degrees 01 minute 35 seconds west, 59.86 feet along the Northwesterly Extension of the Northerly Line of Hamilton Road to a found iron pin on the Southeasterly Line of a Parcel of Land dedicated for a portion of S.B.I. Route 4, Section 16 Right-of-Way according to the Right-of-Way Plat recorded August 9, 1922, in Book 352 at Page 110 in said Recorder's Office, being the Point of Beginning; thence north 41 degrees 02 minutes 47 seconds east, 196.99 feet along the Southeasterly Line of said Dedication to a found iron pin; thence north 39 degrees 01 minutes 51 seconds east, 200.00 feet along said Southeasterly Line to a found iron pin; thence north 35 degrees 21 minutes 40 seconds east, 299.68 feet along said Southeasterly Line to a found iron pin on the Northernmost Corner of said Dedication; thence south 38 degrees 51 minutes 15 seconds west, 79.75 feet along the Northwesterly Line of said Dedication to a found iron pin on the Southeasterly Right-of-Way Line of F.A. Route 5, Section 16 R; thence south 35 degrees 43 minutes 09 seconds west, 80.91 feet along said Southeasterly Right-of-Way Line; thence south 39 degrees 20 minutes 09 seconds west, 526.51 feet along said Southeasterly Right-of-Way Line to a found iron pin on the Northwesterly Line of said Dedication for S.B.I. Route 4; thence south 38 degrees 51 minutes 15

seconds west, 160.89 feet along said Northwesterly Line to a found iron pin on the Southernmost Corner of said Dedication; thence north 42 degrees 39 minutes 37 seconds east, 152.28 feet along the Southeasterly Line of said Dedication to the Point of Beginning, containing 8,477 square feet, more or less; Except that portion lying southwest of the Northerly Line of Hamilton Road extended westerly to the Southeasterly Right-of-Way Line of F.A. Route 5, Sec 16R; And also except that portion lying northeast of the West Line of Greenwood Avenue extended north to the Southeasterly Right-of-Way Line of F.A. Route 5, Sec 16R, McLean County, Illinois.

Tract 6:

All that portion of Greenwood Avenue, Hamilton Road and Veterans Parkway/U.S. Route 66 (F.A. Route 5, Sec. 16R) lying adjacent to said tracts 1 through 5.

Except therefrom any portion previously annexed.

Mayor Renner introduced this item.

Frank Koehler, Interim Director – PACE, addressed the Council. He noted that there was a prior agreement with the City. This land was contiguous to the City. The requested zoning was complimentary. A hearing was held before the Planning Commission and the vote on same was unanimous.

Alderman Black questioned financial impact, i.e. cost for the City. Mr. Koehler noted that the Annexation Agreement was consistent with the prior agreement. Land was traded for tap on fees.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. The City had obligations and needed to follow certain requirements. The Agreement could be reexamined. Without a review of the document, he was hesitant to say more.

Alderman Black noted that the City would be paying all fees. Mr. Koehler responded that he did not know the answer. The petitioner would be required to provide storm water detention.

Mr. Jurgens added that the City included those items in the Agreement that were required.

Alderman Fazzini believed that there were advantages for the City. Mr. Koehler cited permit fees and that this land would be developed as commercial property. Alderman Fazzini acknowledged that there were legal issues. He added that the Council's philosophy had changed since 2003.

Mayor Renner opened the Public Hearing.

Elizabeth Megli, 115 W. Jefferson St., addressed the Council. She was the petitioner's attorney. She noted that this agreement would resolve an agreement from September 2003. She offered to answer the Council's questions.

Alton Franklin, 508 Patterson Dr., addressed the Council. He noted concerns raised by Aldermen Black and Schmidt. Citizens were fed up with items included in agreements as requirements. Tap on fees were a marketing option for the developer.

Mayor Renner closed the Public Hearing.

Motion by Alderman Fazzini, seconded by Alderman Lower that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

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: 1.) Motion to reconsider action of April 14, 2014 Council meeting, (*See Chapter 2. Administration, Section 18. Rules for Conduct of Meetings (e) (2) (xiv) Motion to reconsider.*) ; and 2.) Recommend that the Special Use be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: This item had been on the Council agenda for the meeting on April 14, 2014. Staff intended to recommend approval of the petition but mistakenly prepared a memo with a motion to deny. According to Chapter 2 of the City Code referenced above, Council may reconsider its action on a matter at the next regularly scheduled meeting following the original meeting during which the vote was taken.

The property owner had requested a Special Use Permit to allow for two (2) residential units in a building at 611 S. Clayton. The property at one time most likely had been a mercantile unit on the first floor with residential on the second floor. It was later converted to a two (2) unit building. Staff does not have the time table for this, but it was considerably many years ago. The building has been vacant and had lost its Special Use for the two (2) units. The applicant recently acquired the building and is seeking to restore both residential units.

In its evaluation of the property, staff had little recourse but to recommend denial of the request in that the lot is below the minimum lot requirement for a two (2) unit building. Also, the majority of the homes in the neighborhood are of single family construction.

The Zoning Board of Appeals (ZBA) on the other hand voted to recommend approval of the Special Use permit. This was by a vote of 7 - 0. They believed that since there was a two (2) unit residence there at one time and the building was an old store front at one time that it lends itself to the two (2) units more than a single family dwelling. The building is indeed unique to the neighborhood. In seeking to restore the two (2) residential units, the ZBA believed that the petitioner was only trying to reestablish what had been there for several years.

Accordingly, staff has no objection to the proposal.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was given for the ZBA Public Hearing. Courtesy copies of the notice were mailed to seventy-four (74) property owners within 500' of the subject property. Additionally, a public notice/identification sign was posted on the property. No one from the neighborhood appeared to speak on the petition.

FINANCIAL IMPACT: The financial impact on City revenue should slightly increase following remodeling resulting in an increased property value.

Respectfully submitted for Council consideration.

Prepared 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, Single Family Residence District, under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code 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 - 37

**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 28th day of April, 2014.

APPROVED this 29th 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 to reconsider action of April 14, 2014 Council meeting.

Motion by Alderman Lower, seconded by Alderman Schmidt that the motion to reconsider be approved.

Motion carried, (viva voce).

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.

Alderman Lower cited the Council's April 14, 2014 meeting agenda which contained over thirty (30) items. The Zoning Board of Appeals (ZBA) had approved this petition by a unanimous vote. City staff had made an error which was overlooked as the item had been placed on the Consent Agenda.

Alderman Stearns questioned placing this item on the April 14, 2014 Consent Agenda.

Frank Koehler, Interim Director - PACE, addressed the Council. He noted that there had been a miscommunication. He restated that the ZBA had passed same unanimously. City staff had made an error.

Alderman Painter informed the Council that she had driven past the property. The building was better suited to a duplex use which she believed would blend into the neighborhood.

Motion by Alderman Lower, seconded by Alderman Schmidt that the Special Use 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 7. Taxation regarding proposed increases to the following Utility Taxes: Gas, Water, Telecommunication, Electric, and Municipal Gas Use Tax

RECOMMENDATION/MOTION: That the Text Amendment be approved, the Ordinance passed, and the City Manager be authorized to enter into any agreements to collect the corresponding taxes.

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. Allow the City to use the additional revenue to fund employer contributions to Police and Fire Pension Plans.

BACKGROUND: The Utility Tax ordinance revisions address four (4) separate utility components: (1) Natural Gas, (2) Electricity, (3) Telecommunications, and (4) Water. The FY 2015 City Manager Proposed Budget recommends an increase in the City's Utility Tax to the full statutory limit but this has been modified to an increase to approximately half of the full statutory limit for all utility components except Telecommunications. Telecommunications is proposed to increase to the full statutory limit. The City currently taxes utilities at half the allowable rate and half that of the Town of Normal.

The tax ordinance has been revised to reflect these tax increases and update any required legal language. The implementation of this tax will provide an increase in a recurring revenue stream of approximately \$1.7 million in year one (1), and an additional \$1.0 million in FY 2016 due to the timing of legal implementation dates. This ordinance explicitly states the increase in Utility Tax revenue be utilized for the employer contributions to fund the Police and Fire Pension Plans.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public budget discussion on the City Manager proposed budget was undertaken on February 24, March 22, April 7, April 14, and April 21, 2014.

FINANCIAL IMPACT: The City needs to create a recurring revenue stream to address the Police and Fire Pension Funding Ordinance. These increased revenues would assist in meeting most of that commitment but would not achieve the five (5) year estimated cumulative total of \$6.8 million.

Respectfully submitted for Council consideration.

Financial & budgetary review by: Carla Murillo, Budget Manager
Patti-Lynn Silva, Director of Finance

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

1494

April 28, 2014

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON, ILLINOIS
ORDINANCE NO. 2014 – 38**

WHEREAS, the City of Bloomington is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, regulate for the protection of the public health, safety, morals and welfare and the power to tax; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City of Bloomington to amend its ordinances regarding taxation by creating a tax on the sale, use and/or consumption of utility services and/or commodities, including water, gas, electricity and telecommunications.

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

Section One: Gas Use Tax. The City Code be and is hereby amended by repealing and replacing Chapter 39, Article XIII, in its entirety, with the new provisions described in Exhibit A to this ordinance, attached hereto and incorporated as though fully set forth herein.

Section Two: Municipal Utility Tax.

A. The City Code is hereby amended by repealing and replacing Section 36 of Chapter 39, Article IX, with the new provisions described in Exhibit B to this ordinance, attached hereto and incorporated as though fully set forth herein.

B. The City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue prior to September 20, 2014; the effective date of the Simplified Municipal Telecommunications Tax hereby assessed shall be January 1, 2015.

Section Three: Telecommunications Tax. By reason of the tax being repealed and rolled into the Simplified Municipal Telecommunication Tax levied under the authority of Chapter 39, Article IX of the Code, the “City of Bloomington Telecommunications Tax,” levied under Article XIV of Chapter 39 of the City Code, titled “City of Bloomington Telecommunications Tax,” is hereby repealed in its entirety and such provisions will be titled “Reserved”.

Section Four: Electric Utility Tax. By reason of the electric utility tax being repealed, Article II of Chapter 39 of the City Code, titled “Public Utility Tax,” is hereby repealed in its entirety and will be titled “Reserved”.

Section Five: Electric Consumption Tax. The City Code is hereby amended by repealing and replacing Section 46 of Article X, Chapter 39, with the new provisions described in Exhibit C to this ordinance, attached hereto and incorporated as though fully set forth herein.

Section Six: This Ordinance shall be in full force and effect, and shall be controlling, upon its passage and approval and, except as otherwise provided herein, the taxes herein levied shall apply to the first monthly bill on which the servicing utility or the City is lawfully capable of collecting such tax after adoption of this Ordinance on April 28, 2014.

Section Seven: All ordinances or parts of ordinances thereof in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

Section Eight: Any Section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining Sections or provisions which shall remain in full force and effect thereafter.

PASSED by the City Council of the City of Bloomington, Illinois, on April 28, 2014.

AYES 6

NAYS 3

APPROVED AND SIGNED by the Mayor of the City of Bloomington, Illinois, on April 29, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk
City of Bloomington

EXHIBIT A
HOME RULE GAS USE TAX

CHAPTER 39: ARTICLE XIII: Home Rule Gas Use Tax

Chapter 39: Section 170: Short Title

The tax imposed by this Article shall be known as the “Municipal Gas Use Tax” and is imposed in addition to all other taxes imposed by the City of Bloomington, the State of Illinois, or any other municipal corporation or political subdivision thereof.

Chapter 39: Section 171: Definitions

For the purpose of this Article, the following definitions shall apply:

- (a) “Person” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.
- (b) “Public Utilities Act” means the Public Utilities Act as amended (220 ILCS 5/1-101 et seq.).
- (c) “Public Utility” means a public utility as defined in Section 3-105 of the Public Utilities Act.
- (d) “Retail Purchaser” means any Person who purchases natural gas in a Sale at Retail.
- (e) “Sale at Retail” means any sale of natural gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term “retailer” means any Person engaged in the business of distributing, supplying, furnishing or selling natural gas.

Chapter 39: Section 172: Tax

- (a) Except as otherwise provided by this Article, a tax is imposed on the privilege of using or consuming natural gas in the City that is purchased in a Sale at Retail at the rate of 1.9 cent(s) (\$0.019) per therm.
- (b) The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Article shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas.
- (c) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser’s premises, to:
 - (1) the Public Utility designated to collect the tax pursuant to Section 173 of this Article on or before the payment due date of the Public Utility’s bill first reflecting the tax, or
 - (2) directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 173 or if the gas is delivered by a person other than a Public Utility so designated.
- (d) Nothing in this Article shall be construed to impose a tax upon any person, business or activity which, under the constitutions of the United States or State of Illinois, may not be made the subject of taxation by the City.

- (e) A Person who purchases natural gas for resale and therefore does not pay the tax imposed by this Article with respect to the use or consumption of the natural gas, but who later uses or consumes part or all of the natural gas, shall pay the tax directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the natural gas is used or consumed.
- (f) The tax shall apply to the first monthly bill on which the Public Utility is capable of including this tax after adoption of this Ordinance on April 28, 2014.
- (g) If it shall appear that an amount of tax has been paid which was not due under the provisions of this Article, whether as a result of mistake of fact or an error of law, then the provisions of Chapter 39, Section 307 of the City Code shall apply.
- (h) No action to recover any amount of tax due under the provisions of this Article shall be commenced after the expiration of the statute of limitations described in Chapter 39, Section 314 of the City Code.
- (i) To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Article if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's municipal utility tax, as amended from time to time, Chapter 39, Article IX of the Code, authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).
- (j) The tax described in this Article shall not apply to the use or consumption of gas purchased at retail by a school district created and operating under the School Code of the State of Illinois.

Chapter 39: Section 173: Collection of tax by Public Utility.

The Mayor, City Treasurer, City Manager and City Finance Director are each authorized to enter into a contract for collection of the tax imposed by this Article with any Public Utility providing gas service in the City. The contract shall include and substantially conform with the following provisions:

- (1) the Public Utility will collect the tax from Retail Purchasers as an independent contractor;
- (2) the Public Utility will remit collected taxes to the City Treasurer no more often than once each month;
- (3) the Public Utility will be entitled to withhold from tax collections a service fee equal to 3% of the amounts collected and timely remitted to the City Treasurer;
- (4) the Public Utility shall not be responsible to the City for any tax not actually collected from a Retail Purchaser; and
- (5) such additional terms as the parties may agree upon.

Chapter 39: Section 174. Books and records.

Every taxpayer shall keep accurate books and records, including original source documents and books of entry, denoting the activities or transactions that gave rise, or may have given rise to any tax liability or exemption under this Article. All such books and records shall, at all times during business hours, be subject to and available for inspection by the City to the maximum extent permitted by law. The rates set forth in Section 173 were increased by ordinance on April 28, 2014, and the increased amount shall be designated for funding employer contributions to the Police and Fire Pension.

EXHIBIT B
CHAPTER 39, ARTICLE IX, SECTION 36

Chapter 39: Section 36:

A tax is imposed on all persons engaged in the following occupations or privileges:

(a) Originating in the City or receiving in the City intrastate or interstate telecommunications by a person under the provisions of the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1 et seq., or any successor statute, as the same may from time to time be amended, at the rate of 6% of the gross charges for such telecommunications purchased at retail from a retailer. The tax hereby imposed shall be collected from the taxpayer by a retailer maintaining a place of business in this State and shall be remitted by such retailer to the Department, all as defined by said Act. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this ordinance.

(b) Distributing, supplying, furnishing or selling gas for use or consumption within the corporate limits of the City of Bloomington, and not for resale, at the rate of 3.75% of the gross receipts, or such greater amounts as may be authorized from time to time under Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, or any successor statute, as the same may from time to time be amended.

(c) Distributing, supplying, furnishing or selling water, including the City's own municipal water system, for use or consumption within the corporate limits of the City of Bloomington, and not for resale, at the rate of 3.75% of the gross receipts, or such greater amounts as may be authorized from time to time under Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, or any successor statute, as the same may from time to time be amended; provided, however, that this tax shall not apply to any surcharge imposed upon water rates pursuant to Bloomington City Code Chapter 27, Section 44(c).

(d) The rates set forth in Subsections 36(a), (b), and (c) were increased by ordinance on April 28, 2014, and the increased amounts shall be designated for funding employer contributions to the Police and Fire Pensions.

EXHIBIT C
CHAPTER 39, ARTICLE X, SECTION 46

Chapter 39: Section 46: Tax Imposed.

(a) A tax is imposed on all persons engaged in the following occupations or privileges: The privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the municipality at the following rates, calculated on a monthly basis for each purchaser:

- (i) For the first 2,000 kilowatt-hours used or consumed in a month, 0.4439_cents per kilowatt-hour;
- (ii) For the next 48,000 kilowatt-hours used or consumed in a month, 0.2911_cents per kilowatt-hour;
- (iii) For the next 50,000 kilowatt-hours used or consumed in a month, 0.2620_cents per kilowatt-hour;
- (iv) For the next 400,000 kilowatt-hours used or consumed in a month; 0.2547_cents per kilowatt-hour;
- (v) For the next 500,000 kilowatt-hours used or consumed in a month; 0.2474_cents per kilowatt-hour;
- (vi) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.2329_cents per kilowatt-hour;
- (vii) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.2292_cents per kilowatt-hour;
- (viii) For the next 5,000,000 kilowatt-hours used or consumed in a month; 0.2256_cents per kilowatt-hour;
- (ix) For the next 10,000,000 kilowatt-hours used or consumed in a month; 0.2220_cents per kilowatt-hour; and
- (x) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month, 0.2183_cents per kilowatt-hour.

(b) The rates set forth in subsection (a) above shall be effective with respect to the use or consumption of electricity between (i) the later of this Ordinance's effective date and the first billing cycle for which the electric utility can collect such rates.

(c) The rates set forth in subsection (a) above were increased by ordinance on April 28, 2014, and these increased cents per kilowatt hour shall be designated for funding employer contributions to the Police and Fire Pensions.

Mayor Renner introduced this item. He wanted to clarify why the Council was here and what needed to be done. The City had a structural deficit. Any proposals regarding the FY 2015 Budget needed to be dollar for dollar. He noted the number and variety of meetings held regarding this budget. He had thought that the City was in better financial condition. The Council had been provided with better data. He cited known costs, (i.e. the \$4 million cost to retain current employees; classified employees were not being evaluated annually; union contracts being kept up to date; cost for employee health care/insurance; and \$1.6 million cost for pension funding policy). The next five (5) years would be challenging. The Pension Funding Policy would save the taxpayers an estimated \$68 million over the next thirty (30) years. The Council needed to take Police and Fire Pension funding seriously. The City could be a model for other cities.

He cited his personal dislike for taxes. The City's portion of the property tax bill was fourteen percent (14%). Property taxes also equaled approximately fourteen percent (14%) of City revenue. There had not been a tax increase to the General Fund in five (5) years. Costs had increased during this time. He added that most City employees, (classified and union), had taken a zero percent (0%) salary increase for one (1) year. It would take significant budget reductions to eliminate the structural deficit.

The City had to pay its bills. The majority of which were for the following department: Police, Fire and Public Works. The Parks, Recreation & Cultural Arts Department represented four percent (4%) of budget. There was no such thing as a free lunch. The Council needed to make things happen. He cited claims that there needed to be deep long term budget reductions. He noted that 100 full time equivalent positions had been eliminated five (5) years ago. He planned to hold a FY 2016 Budget Work Session in the near future. The Council was responsible for making tough decisions.

He added that there had been some confusion at the Council's April 21, 2014 Special Meeting. The Utility Tax increase was presented in three (3) separate text amendments/ordinances. This evening, the Council had been presented with a new Text Amendment to address the Utility Tax. Dollars raised from this Text Amendment would be directed towards Police and Fire Pensions. The City would not be at a competitive disadvantage. The Utility Tax, like most taxes, was a regressive tax. If the Council passed the proposed Text Amendment, then he would not proceed with a veto of the Budget Ordinance. If this item failed to pass, then the budget would need to be reduced by \$1.2 million. The City's department heads had offered a listing of proposed budget reductions. He did not want to take this action. He restated that the Council needed to act to address the City's structural deficit. There needed to be closure on the budget. The goal was a balanced budget – dollar for dollar.

Alderman Fruin offered to speak first on this item. He was an opponent of the Utility Tax. He noted that the Council had removed the sunset clause from the Home Rule Sales Tax and passed an Amusement Tax and a Local Motor Fuel Tax at the April 21, 2014 Special Meeting. He found this item to be contrary and he would not support same. He believed that this item would be a burden to low income individuals and local small businesses. The Council had been given the opportunity to review the Mayor's list of

proposed budget reductions. There had not been a complete review of the budget. He would not approve a fourth new tax.

Alderman Fazzini cited two (2) points: 1.) if passed, the City would not have a balanced budget. He cited \$400 million in deferred maintenance. Police and Fire Pensions had been close to 100% funding. The City accepted the state's advice and now these same pensions were under funded by over \$100 million. For streets to have an average rating, the City needed to make a \$60 million investment in same. There had been twenty (20) years of not spending. The deterioration was accelerating. The Council passed a model Pension Funding Ordinance. The City could be the best in the state at addressing pension debt. This item would assist the City in beginning the process to correct a twenty (20) year old error. He addressed the low interest rates that were currently available. He encouraged the Council to consider a bond issue. The City needed to move forward. The Council needed to recognize reality, i.e. the Council needed to raise revenue.

Alderman Black addressed Ward 7. Ward 7 residents wanted the streets repaired, the Police and Fire Pensions funded and to be kept safe. He cited his experience on the Admin/Finance Committee. The City had a history of making poor long term financial decisions. The Council needed to be proactive. The Council needed to look at the City's past and question why. The Council needed to make tough choices. He did not like the idea of increasing the Utility Tax but the City needed to fund the Police and Fire Pension funds. The Council needed to secure the future of these pension funds. The state legislature was in control of these pensions. The City needed to follow through on its commitment.

Alderman Schmidt echoed Alderman Blacks' comments regarding the Utility Tax. She expressed her opinion that it was a regressive tax. She believed that the property tax should be used to fund Police and Fire Pensions. This would be a better decision. She questioned other options such as budget reductions and/or restructuring same. She noted the unanimous vote in support of the Pension Funding Police Ordinance. In the end, the Council did not fund these pensions. She questioned what the road going forward would look like. The Council had a moral obligation to fund the Police and Fire Pensions. She noted her reluctance but also her willingness to support this item. She called for serious work on the budget.

Alderman Painter expressed her intention to vote in support of this item. The City needed to pay down its debt. Tax increases were seen as being toxic. She and her husband relied on his pension. The federal and state governments were in terrible financial condition. The City needed to pay its debts, take care of the roads and meet its pension obligations.

Alderman Stearns raised a point of order. She stated that the Mayor had stated his intention to veto the budget if this item failed to pass. This was a complex issue. She planned to vote against this item as it represented a major tax increase. She planned to research this item further. She noted the list of items that would be removed from the FY 2015 Budget. She restated that if the Council did not pass this item then the Mayor would

veto the budget. She did not support the Mayor's proposed budget reductions. She believed that the Council in reality was voting on something else.

Jeff Jurgens, Interim Corporation Counsel, addressed the Council. He understood Alderman Stearns' concerns. He noted that there were three (3) interrelated items on the agenda: 1.) Text Amendment to Chapter 7. Taxation; 2.) Mayoral Veto Message and Veto of Specific Appropriations from Budget & Appropriation Ordinance FY Ending April 30, 2015; and 3.) Consideration of Veto & Action on Potential Veto Override. He noted that the vote on the first item would have impact on the two items that followed. The Mayor had indicated his plan to veto the Budget Ordinance. The Council had the ability to override same. He expressed his opinion that the agenda was in order.

Alderman Stearns stated that a mayoral veto was an open question. This had been a long and painful process. There were fundamental disagreements on the Council. She cited emails received from citizens. They were maxed out on taxes. She noted the recent vote regarding the sales tax referendum for the public schools. The City had a spending issue. She cited General Fund spending from 2009 to 2014. She expressed her opinion that spending would continue to increase. The increase to the Utility Tax would be spent. The state was planning on increasing the gasoline tax. The dollars from the Amusement Tax were unknown. It had been stated that in five (5) years the Police and Fire Pensions would be under control. Funding for these pensions would continue to grow. The fundamental issue was spending. She stated her agreement with Alderman Schmidt. There needed to be feedback from the Council regarding the budget. She cited the Council's March 22, 2014 Budget Work Session. There had been inadequate time to vet ideas. Low income individuals would be expected to pay more.

Alderman Mwilambwe noted the time spent on the budget. He reflected on City's population, (estimated at 78,000) and therefore there could be the same number of opinions regarding the budget. There was no clear consensus. He added that the Council had been informed that parks increased property values. He could see both sides of the issues regarding the Bloomington Center for the Performing Arts. The key was compromise. The Council promised to fund the Police and Fire Pensions. He planned to support this item. He cited his initial opposition to same. He forced himself to do some soul searching. The Council could continue to search for budget reductions. He was unwilling to lose the City's soul and would work to preserve same. He cited a recent experience at the Pepsi Ice Center as an example. Children were important and the City was a wonderful place to raise children. Each Council member had a different priority.

He also supported the Local Motor Fuel Tax as these dollars would be directed towards street projects. He did not like taxes and would be voting against his own self-interest.

Alderman Sage wanted to reinforce a couple of points. He planned to support the Utility Tax. This action would establish a lock box for Police and Fire Pensions. He addressed the City's quality of life. He cited the role of first responders. All of the funds generated from the Utility Tax increase would be directed towards Police and Fire

Pensions. The Council had no control over the cost of these public pensions. These pensions were set by the state legislature. The City was presented with an invoice from the state. He believed that the City's uniformed police and fire personnel deserved fully funded pensions. He restated his support for this item and viewed it as a vote of affirmation/confidence in the City's first responders. The increase would be minor and viewed same as reasonable.

Alderman Lower expressed his agreements with comments made by Aldermen Sage, Stearns and Fruin. He asked the Council to use common sense. These pensions had already been funded. There was an existing revenue stream. The Council needed to determine what City services were needed and must be provided. The City had other needs beyond pensions. He cited infrastructure, (i.e. streets and sewers). There was ample time to discuss budget reductions. City staff had provided a list of recommended budget reductions. The Council needed to separate the needs from the wants. Flamingos at Miller Park Zoo were not needed. The budget needed to be cut to the bone. The City was taking money from the citizens. He planned to vote no. The Council needed to address fundamentals. Parks and entertainment were luxury items. They represented added expense. The City needed to divest itself of these properties and eliminate programs. These were nice but not needed items. The Council needed to have a thorough discussion regarding the budget.

Mayor Renner stated his intention to hold the Council's first discussion of the FY 2016 Budget at this evening's meeting.

Motion by Alderman Fazzini, seconded by Alderman Black that the Text Amendment be approved, the Ordinance passed, and the City Manager be authorized to enter into any agreements to collect the corresponding taxes.

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

Ayes: Aldermen Mwilambwe, Schmidt, Painter, Fazzini, Sage, and Black.

Nays: Aldermen Stearns, Fruin and Lower.

Motion carried.

Mayor Renner signed Ordinance No. 2014 – 35, Budget and Appropriation Ordinance Fiscal Year Ending April 30, 2015 City of Bloomington.

The following was presented:

Discussion of FY 2016 Budget Priorities.

Mayor Renner stated that the work on the FY 2016 Budget would begin this evening. The City's budget should not be about ideology/partisanship. Local government had a few key roles: 1.) protect citizens; 2.) deliver services and 3.) reasonable costs. The

Council needed to focus on City issues. He understood the public's frustration with the federal and state governments. The Council needed to move forward. Ideological leadership did not work in local government. Local government needed to deliver services. The City received public dollars to provide the following services: police, fire, public works and parks. He noted that the Parks, Recreation & Cultural Arts Department represented four percent (4%) of the General Fund. The City had eliminated 100 positions five (5) years ago. As the Council considered FY 2016, the City could be looking at a large number of layoffs and/or large service elimination. The Council needed good data in order to make good decisions. Proposed budget reductions must be feasible; enough information needed to be provided in order to determine clarity and evaluate the potential impact; the numbers must be accurate; and the item must be in the budget.

He specifically cited Alderman Stearns' recommendation to reduce the Starcom radio upgrade by one third. He had reached out to both the Police and Fire Chiefs. The City could not only upgrade two thirds of this radio system. This upgrade would provide the City with the ability to communicate with other agencies, (i.e. Town of Normal and McLean County). He would not allow the City to put the community at risk.

Alderman Stearns requested the opportunity to respond to the Mayor's comments. She had spoken with a public safety officer. She requested a copy of the Starcom contract. She expressed her opinion that this upgrade could be phased in.

Alderman Lower informed the Council that he had also met with a Starcom representative who claimed that this upgrade could be phased in.

Mayor Renner restated his conversation with the Police and Fire Chiefs. The City would not operate with two thirds of a radio system. He readdressed the need for good data. He expressed his belief that the proposed reduction would harm the community. He offered that a public discussion regarding the Starcom radio upgrade could be held. He recommended that the Police and Fire Chiefs attend same.

Alderman Schmidt noted that the budget session had been energetic and difficult. She recommended that the Council take time to think about the FY 2016 Budget and what they wanted to accomplish.

Alderman Fazzini expressed his support for Alderman Schmidt's comments.

Alderman Stearns expressed her support to hold this discussion over until the May 12, 2014 meeting.

Alderman Black noted that City staff had requested clear direction from the Council. He had heard the word priorities a number of times. He was not in support of laying the discussion over until May 12, 2014.

Alderman Fruin believed that the Council needed to set aside time and develop a road map for the budget. The Council had trouble communicating. He recommended that

the Council adopt a business model and begin by examining big ticket items. The process needed to be transparent.

Motion by Alderman Fazzini, seconded by Alderman Stearns to lay this item over until the Council's May 12, 2014 meeting.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Fazzini, Sage, and Fruin.

Nays: Aldermen Black and Lower.

Motion carried.

CITY MANAGER'S DISCUSSION: Mike Kimmerling, Fire Chief/Interim City Manager, addressed the Council. He informed them that a meeting would be held on Tuesday, April 28, 2014 regarding Jefferson St.

He also thanked City staff for their support as he performed the duties of Interim City Manager. He also recognized the Fire Department staff for their efforts while he held two (2) key roles at the City.

MAYOR'S DISCUSSION: Mayor Renner recognized Alderman Sage's engagement with the Council as he recovered from surgery.

He had received a letter from State Representative Dan Brady regarding the Annual Work Session with State Legislators.

He requested that John Kennedy, Parks, Recreation & Cultural Arts Director, attend a Mayoral Open House in either late May or June 2014.

ALDERMEN'S DISCUSSION: Alderman Fruin recommended that a City department head attend every Mayoral Open House.

He informed the Council of his participation in the City's Annual Wellness Day which had been held on Friday, April 26, 2014. Wellness programs were important in effort to reduce long term medical costs.

Alderman Fazzini cited an article which appeared in Sunday's Chicago Tribune regarding bicycles.

Alderman Black noted that the Jefferson St. meeting would be held at the First Christian Church, 401 W. Jefferson St., He encouraged those present to attend.

He thanked City staff for their efforts throughout the budget process. The budget would be a good place to start with an open and transparent process.

Alderman Schmidt also thanked City staff for their efforts during the budget process.

She addressed public comment. She questioned the time line. She expressed her support to allow written comments.

Jeff Jurgens, Corporation Counsel, addressed the Council. Public comment would continue to be placed on meeting agendas. He would continue to work on the proposed Text Amendment. He welcomed the Council's feedback. In the end, this would be a Council decision.

Mayor Renner believed that the proposed transparency ordinance would also be of assistance.

Alderman Stearns acknowledged her faults. The budget season had seen a lot of ideas. Council did not attack any of these ideas. She expressed her opinion that she had been respectful and given consideration to these ideas. She pledged that she planned to do what in her opinion was the best for the City. The Council was made up of volunteers. She restated her opinion that she was respectful to everyone. The Council needed to be courteous. She restated her concern was the best interest of the City. She noted that she held strong opinions.

Alderman Mwilambwe thanked City staff for their efforts during the intense budget cycle.

Alderman Sage echoed his appreciation to City staff. It had been a difficult process. He believed that the Council had a framework for prioritization.

Alderman Lower also thanked City staff for their efforts. He had questions for the Finance Department and Corporation Counsel Office. Council meetings should be conducted in a business environment. He requested that the Council adopt a proper tone. He had owned/operated a small business. The Council needed to make some hard decisions which would start with needs, (i.e. public safety, streets, sewer, and water). The Council needed to determine what the City could live without. Priorities should be set based upon what was needed.

Motion by Alderman Black, seconded by Alderman Fazzini, that the meeting be adjourned. Time: 9:00 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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