

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
TUESDAY, MAY 27, 2014 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment (*15 Minutes*)**
- 6. Recognition/Appointments**
- 7. Consent Agenda**
 - A. Council Proceedings of May 12, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of May 12, 2014 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Annual Assessment for the City's Participation in the State Mandated Joint Utility Locating Information for Excavators (JULIE) System. (Recommend that the payment be approved.)**
 - D. Purchase of a Skid Steer Compact Track Loader for the Public Works Department's Streets Division. (Recommend that the purchase of a Bobcat T650 Compact Track Loader from Bobcat Company, West Fargo, ND using the National Joint Powers Alliance Contract Number 060311 - CEC be approved, in the amount of \$74,657.19, and the Procurement Manager be authorized to issue a Purchase Order.)**
 - E. Request to purchase a F-250 Four-Wheel Drive Crew Cab Pickup Truck for the Fire Department's Training Officer. (Recommend that the purchase of a Ford F-250 Four-Wheel Drive Crew Cab Pickup Truck from Bob Ridings Inc., Taylorville, IL utilizing the State of Illinois Joint Purchasing Contract #4017340 be approved, in the amount of \$28,974, and the Procurement Manager be authorized to issue a Purchase Order.)**

- F. Request to purchase a Pursuit Package Chevrolet Tahoe for the Fire Department. (Recommend that the purchase a 2015 Chevrolet Tahoe from Currie Motors, Forest Park, IL, using the Northwest Suburban Purchasing Cooperative Contract Number 147 be approved, in the amount of \$34,022.64, and the Procurement Manager be authorized to issue a Purchase Order.)**
- G. Request to Approve Purchase of a New Side Loading Garbage Truck for the Public Works Department's Solid Waste Division. (Recommend that the purchase of a 2015 Crane Carrier LDT-2-26 Chassis with Labrie Expert (t) 2000 Helping Hand Body installed from Cumberland Service Center Inc., Arlington Heights, IL, a sole source provider, be approved, in the amount of \$300,067, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.)**
- H. Professional Services Contract for the Bloomington Center for Performing Arts (BCPA). (Recommend that the contract with William Morris Endeavor Entertainment, LLC be approved, in the amount of \$50,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Law Enforcement Mutual Aid Agreement (LEMAA). (Recommend that the Law Enforcement Mutual Aid Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.)**
- J. Application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., for a Limited Alcoholic Liquor License, Class LB, which will allow the selling and serving of beer and wine only by the glass for consumption on the premises. (Recommend that an LB liquor license for Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., be created, contingent upon compliance with all applicable health and safety codes.)**
- K. Petition from CIP, LLC requesting approval of a Final Plat for the Sixteenth Addition to Airport Park Subdivision located west of Towanda-Barnes Rd. and north of Empire St. (Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.)**
- L. Petition from Auctus, LLC, Requesting Approval of a Final Plat for the Eleventh Addition to Hawthorne Commercial Subdivision. (Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.)**

- M. **Petition from Interchange City West, LLC Requesting Approval of a Final Plat for Interstate Business Park 11th Addition, located west of Interstate Dr. and south of Rt. 9 (Market St.) (Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.)**

8. Regular Agenda

- A. **Central Illinois Regional Airport Enterprise Zone Expansion and Amendment to the Enterprise Zone Intergovernmental Agreement to Include New Territory. (Recommend that the Ordinance be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**
- B. **Fiscal Year 2015 Service Agreement with the Downtown Bloomington Association (DBA). (Recommend that the FY 2015 Service Agreement with the Downtown Bloomington Association, be approved, in the amount of \$90,000, and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**
- C. **Intergovernmental Agreement to Support Household Hazardous Waste (HHW) Collection in Bloomington, Normal and McLean County to be Overseen by the Ecology Action Center (EAC) for \$31,500 per year for three (3) years. (Recommend that the agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (10 minutes)**
- D. **Acceptance of Woodbury Estates Subdivision Park and Detention Basin Land for Ownership and Maintenance. (Recommend that the 1.4 acre park and 0.74 acre detention basin land in Woodbury Estates Subdivision be accepted by the City for ownership and maintenance, and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**
- E. **Resolution Supporting the Mahomet Aquifer Sole Source Application with the US Environmental Protection Agency. (Recommend that the Resolution be adopted.) (10 minutes)**

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – cite section

13. Adjournment

14. Notes



FOR COUNCIL: May 27, 2014

SUBJECT: Council Proceedings of May 12, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of May 12, 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 May 12, 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:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for May 12, 2014

Motion: **That the reading of the minutes of the previous Council Proceedings of May 12, 2014 be dispensed with and the minutes approved as printed.**

Motion: _____ Seconded by: _____

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, May 12, 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, David Sage, Robert Fazzini, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

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

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

Alton Franklin, 508 Patterson Dr., addressed the Council. His employer did not limit his personnel/professional development. He cited Stephen Covey's 7 Habits of Highly Successful. The Council needed to be proactive and adopt a win win philosophy. The Council had become contentious. He encouraged them to read, study, learn and apply Covey's 7 Habits. The City needed a mission/solution orientation. Consideration should be given to the why with a focus on improvement. The Council needed to be more receptive and become a team.

The following was presented:

Introduction of Sue McLaughlin, Interim Asst. City Manager.

David Hales, City Manager, introduced Sue McLaughlin, Interim Asst. City Manager. Ms. McLaughlin had most recently served Lincoln, IL. She held an MPA (Masters – Public Administration). She would serve as a contract employee as the City was currently recruiting to fill the Asst. City Manager vacancy.

Ms. McLaughlin addressed the Council. She was pleased to be serving in a full service community. She held a bachelor's degree from Illinois State University. She was credentialed with the ICMA (International City Managers Association). She had ten (10) years of service in City administration. She enjoyed local government service.

Mr. Hales informed the Council that Ms. McLaughlin would oversee the following City department: Water, Public Works, PACE and Parks, Recreation and Cultural Arts.

The following was presented:

Introduction of Nora Dukowitz, Communication Manager.

David Hales, City Manager, introduced Nora Dukowitz, Communication Manager. Ms. Dukowitz would serve as the City's first Communication Manager. This position was critical. He noted her past experience with the Town of Normal and at the City. Ms. Dukowitz would be charged with engaging the public at large.

Ms. Dukowitz addressed the Council. She had relocated to the City ten (10) years ago. She cited her past experience at the Town of Normal and with the City.

Alderman Stearns noted that Ms. Dukowitz had been employed in the City's Parks, Recreation and Cultural Arts Department. She questioned if the vacancy in that department would be filled.

Mr. Hales informed the Council that there were ongoing discussions with John Kennedy, Parks, Recreation and Cultural Arts Director.

The following was presented:

SUBJECT: Proclamation Declaring May 18 – 24, 2014 as National Emergency Medical Services Week

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

BACKGROUND: The proclamations to be presented:

1. Declaring May 18 – 24, 2014 as National Emergency Medical Services Week.

Fire Chief Kimmerling and EMS Supervisor Cory Matheny will be in attendance to accept the proclamation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Mayor Renner read and presented the National Emergency Medical Services Week Proclamation to Mike Kimmerling, Fire Chief and Cory Matheny, EMS Supervisor.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Proclamation be made a matter of record.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Special Meeting of April 21, 2014 and Council Proceedings of April 28, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Special Meeting of April 21, 2014 and Council Proceedings of April 28, 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 Special Meeting Minutes of April 21, 2014 and the Council Proceedings of April 28, 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 Fazzini, seconded by Alderman Fruin that the reading of the minutes of the previous Special Meeting of April 21, 2014 and Council Proceedings of April 28, 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 May 8, 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 Fazzini, seconded by Alderman Fruin that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

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

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND:

I ask your concurrence in the appointment of:

- **Fire Pension Board:** Paulette Hurd of 311 Wilshire Dr., Washington, 61571. Her three (3) year term will expire April 30, 2017.
- **Citizen's Beautification Committee:** Robin VanDermay of 3011 Carlene Dr., 61704. Her three (3) year term will expire April 30, 2017; and Patricia Marton of 1114 E Grove St., 61701. Her three (3) year term will expire April 30, 2017.

- Cultural District Commission: Jamison ‘Jamie’ Mathy of 611 E. Washington St., 61701. His three (3) year term will expire April 30, 2017.

I ask your concurrence in the reappointment of:

- Bloomington-Normal Public Transit Board: Bill Wilson of 3 Gulf Pointe Cir., 61704. His four (4) year term will expire June 30, 2018.

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 Paulette Hurd and Patricia Marton who were present at this evening’s meeting.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Appointments and Reappointments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Ratification of Initial Contract with Local 193 of the International Alliance of Theatrical State Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO (IATSE or Union)

RECOMMENDATION/MOTION: That the Contract be ratified.

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, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On August 27, 2013, the City received notice that IATSE had filed a petition with the Illinois Labor Relations Board to organize the Bloomington Center for the Performing Arts (BCPA). On November 13, 2013, the City received notice that the certification had been approved by the Illinois Labor Relations Board with IATSE being the exclusive representative of all Stage Crew and Miscellaneous Technical Assistants at the BCPA. This includes approximately thirty-four (34) seasonal City employees. The City and IATSE began negotiations for the first Collective Bargaining Agreement on December 13, 2013. On April 29, 2014, the parties reached a tentative agreement. The union has ratified the contract. A draft of the new Collective Bargaining Agreement was provided to Council.

Wages

Existing Wages for Staff

Stage Crew I	\$9.00 to \$9.50 per hour
Stage Crew II	\$10.00 to \$10.50 per hour
Miscellaneous Technician	\$11.00 to \$12.00 per hour

Effective upon ratification wages will increase as follows:

Stage Crew	\$16.00
Crew Head, Up Rigger	\$17.00

Effective May 1, 2015

Stage Crew	\$17.00
Crew Head, Up Rigger	\$18.00

Effective May 1, 2016

Stage Crew	\$18.00
Crew Head, Up Rigger	\$19.00

* Wages negotiated for BCPA employees are below market for comparable employers.

Successors and Assigns Language

- Acknowledges the City right to sell, rent, assign or transfer operation of BCPA without duty to bargain.
- Collective Bargaining Agreement will be binding on its renter, lessee, assignee, successor or transferee as provided by existing successorship law.

Term of Agreement

- Three (3) year Agreement, expiring on April 30, 2017

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and City employees represented by IATSE.

FINANCIAL IMPACT: These employees only work when events are scheduled at the BCPA. It is important to note that only about one third of events requiring stagehand participation are BCPA sponsored events. Rentals currently account for the larger portion and costs and fees to the renter will be adjusted appropriately going forward. Stronger, more efficient management practices will be implemented to contain costs on all shows and rentals. The full tentative agreement was provided to the Council and contained detailed language and wage tables.

- Based on estimated number of events with BCPA sponsored shows (36) and stage rental usages (72) would currently cost \$70,000 in stagehand annual wages. With the new hourly rate negotiated we estimate the cost of stagehands annual wages to increase by \$43,400 in the first year of the contract, \$50,771 in the second year of the contract and \$58,017 in the third year of the contract. Rentals currently account for the larger portion and costs and fees to the renter will be adjusted appropriately going forward.
- No pension, annuity or health insurance benefits were negotiated.
- These employees will *not* be eligible for longevity increases.
- No leave time was negotiated.
- Establishment of minimum call times for Stage Crews.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Laurie Wollrab, Compensation and Benefits Manager
John Kennedy, Director of Parks, Rec. and Cultural Arts

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

Legal review by: Lisa Callaway, Clark Baird Smith, LLP
Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin 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: Firehouse Software Cloud Services Upgrade

RECOMMENDATION/MOTION: That the five (5) year agreement with Xerox Government Systems, Fairfax, VA, a sole source provider, for the Firehouse Software solution upgrade and conversion to Firehouse Cloud Services with Firehouse Analytics be approved, in the amount of \$10,490.69 per year, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost effective, efficient manner. Firehouse Software solution is used by the Fire Department to manage and report daily operations. It is a critical component of achieving the high level of customer service for which the department strives.

BACKGROUND: Firehouse Software solution has been in use in the Fire Department since 1997. The system is used to manage daily operations, collect data and provide both internal and federal and state mandated reports. The system is critical to the department's strategic goal of improving efficiency and response times. The current version of the software makes it difficult (if not impossible) to pull necessary data out of the system. The system is overdue for an upgrade.

The current infrastructure model involves onsite servers and databases managed by the Information Services (IS) Department. IS is responsible for managing and maintaining server hardware, operating systems, Firehouse databases and software itself, while also being responsible for creating and maintaining reports which pull data out of the system. This model creates significant workload for IS, which has caused delays in applying Firehouse updates and manipulating the system and data to provide information critical to fire operations.

In order to bring the Firehouse Software system up to date and also improve the ongoing maintenance of the system, City staff is recommending system migration to a cloud solution provided by Xerox Government Systems. Xerox is the sole provider of the hosted, cloud-based infrastructure for the Firehouse Software solution.

This migration would provide the following benefits:

- Free up IS staff time as ongoing upgrades and maintenance of the system would be handled by Xerox.

- Provide easy access to up to date versions of Firehouse Software in a timely manner while requiring less IS and Fire staff time during the update process.
- Allows use of Firehouse Analytics which provides real time information at a glance, giving immediate insight into staff training and equipment needs, turn out and reaction times, incident compliance rates, standards of coverage, and more.
- Provides access via a web browser, allowing secure access anytime from anywhere. Web based access will also provide a faster user experience from within the Fire vehicles.
- Data is still owned by the City, but housed in a Xerox secure data center.
- Data security measures and HIPPA compliance is managed by Xerox.

Staff has contacted the City’s Firehouse account managers and asked for upgrade and cloud-based migration options and pricing. The following table shows annual pricing based on varying agreement term lengths.

Firehouse Cloud Services/Upgrade	Annual Cost	5 Year Total Cost
1 Year Agreement	\$27,039	\$135,195.00
3 Year Agreement	\$13,021	\$65,105.00
5 Year Agreement (recommended)	\$10,049	\$52,453.45

Staff is recommending the five (5) year agreement option in order to reduce administrative costs associated with managing the contract and to reduce real costs over the life of the agreement. Fire Administration is committed to the use of Firehouse software for at least the length of the five (5) year agreement.

Staff believes upgrading the Firehouse software and migrating to a Xerox cloud-based environment is the best way to ensure the Fire Department is provided the most up to date, technologically advanced system with which daily operations can be managed. This system will also help department staff to keep up with the rigorous reporting, compliance and operational requirements required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The \$10,049 has been budgeted in the FY 2015 budget under Information Services - Repair/Maintenance Office and Computer Equipment (10011610 - 70530). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled “Budget Overview & General Fund” on page 143.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director of Information Services

Reviewed by: Michael S. Kimmerling, Fire Chief

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

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

Recommended by:

David A. Hales
City Manager

(CONTRACT ON FILE IN CITY CLERK'S OFFICE)

RESOLUTION NO. 2014 - 19

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FIREHOUSE SOFTWARE SOLUTION
UPGRADE AND CONVERSION TO FIREHOUSE CLOUD SERVICES WITH
FIREHOUSE ANALYTICS FOR THE FIRE DEPARTMENT FROM XEROX
GOVERNMENT SYSTEMS, FAIRFAX, VA, A SOLE SOURCE PROVIDER, AT A
PURCHASE PRICE OF \$10,490.69 PER YEAR FOR FIVE (5) YEARS**

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 a five (5) year agreement with Xerox Government Systems, Fairfax, VA, a sole source provider, for the Firehouse Software solution upgrade and conversion to Firehouse Cloud Services with Firehouse Analytics, a sole source provider, at a Purchase Price of 10,490.69 per year.

ADOPTED this 12th day of May, 2014.

APPROVED this 13th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Fruin that the five (5) year agreement with Xerox Government Systems, Fairfax, VA, a sole source provider, for the

Firehouse Software solution upgrade and conversion to Firehouse Cloud Services with Firehouse Analytics be approved, in the amount of \$10,490.69 per year, 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: Petition submitted by Parkway Partners-One, Inc., requesting approval to Reinstate Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision, located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy.

RECOMMENDATION/MOTION: That the Reinstated Preliminary Plan for Parkway Village Phase 3 PUD Subdivision be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3d. Expanded retail businesses.

The expanded retail is adjacent to or near other retail and services. The new development will encourage the growth of nearby businesses. This is in addition to the benefits derived from the new businesses themselves that will be established.

BACKGROUND: The Preliminary Plan for this subdivision has expired and needs to be reinstated to enable the petitioner to request an amendment.

The reinstatement of the Preliminary Plan was before the Planning Commission for a public hearing and review on April 23, 2014. The petitioner explained what has been developed in the subdivision, how the economy is recovering, and that there is renewed interest. He stated upon receiving approval, they will be able reach one hundred percent (100%) preleasing. No one from the public spoke in favor of or opposition to the petition.

Staff reviewed the petition, concluded the reinstatement is necessary, and supports the petition.

The Planning Commission voted to recommend approval of the petition by a vote of 9 - 0.

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 twenty-four (24) property owners within 500'. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: There should be no financial impact on City revenues upon reinstatement of the Preliminary Plan. Once the land is developed, there will be an increase in property and sales tax revenues.

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

Motion by Fazzini, seconded by Alderman Fruin that the Reinstated Preliminary Plan for Parkway Village Phase 3 PUD Subdivision 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: Petition submitted by Parkway Partners-One, Inc., requesting approval of an Amended Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy.

RECOMMENDATION/MOTION: That the Amended Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision be approved, and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3d. Expanded retail businesses.

The expanded retail is adjacent to or near other retail and services. The new development will encourage the growth of nearby businesses. This is in addition to the benefits derived from the new businesses that will be established.

BACKGROUND: The amended Preliminary Plan for this subdivision includes several changed lot and building configurations but there are no new interior roads and there are no changes to the existing, adjacent public streets.

The amended Preliminary Plan was before the Planning Commission for a public hearing and review on April 23, 2014. The petitioner explained what has already been developed in the subdivision, how the economy is recovering and there is renewed interest. He stated upon receiving approval, they will be able reach one hundred percent (100%) preleasing. The City engineer explained that the two (2) detentions areas on the former plan will be combined into one (1). No one from the public spoke in favor of or opposition to the petition.

Staff reviewed the petition and concluded the changes proposed are minor, will not generate any nuisances or concerns, and supports the petition. The Planning Commission also thought the changes were minor and voted to recommend approval of the petition by a vote of 9 - 0.

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 twenty-four (24) property owners within 500'. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: There should be no financial impact on City revenues upon approval of the Amended Preliminary Plan. There will be an increase in property and sales tax revenues once the land is developed.

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

ORDINANCE NO. 2014 - 41

**AN ORDINANCE APPROVING THE AMENDED PRELIMINARY PLAN
OF THE PARKWAY VILLAGE PHASE 3 SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for approval of the Amended Preliminary Plan of Parkway Village Phase 3 Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference;

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

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

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

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

1. That the Amended Preliminary Plan of the Parkway Village Phase 3 Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as the time of its passage on this 12th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Commencing at the southwest corner of Section 11, T.23 N., R. 2 E. of the 3rd P.M.; thence N. 02°13'33" W, along the west line of said Section 11, 30.22 feet to the occupied north line of Ireland Grove Road; thence S. 85°06'12" E., along said occupied north line, 17.33 feet to the east

right-of-way line of Mercer Avenue; thence N. 45°00'19" W., along said east right-of-way line, 25.17 feet to a point lying 46.56 feet north of the aforesaid southwest corner of Section 11; thence N. 02°13'33" W., along the east right-of-way line of Mercer Avenue and the west line of Section 11, 494.93 feet to the southeasterly right of way line of Veteran's Parkway (U.S. Route 5); thence N. 88°13'06" E., along said right-of-way line 7.66 feet; thence N. 01°46'36" W., along said right-of-way line, 21.23 feet to a point lying 75.00 feet normal distance southeasterly of the surveyed centerline of said Veteran's Parkway; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 4985.61 feet and an initial tangent bearing N. 63°27'23" E., a distance of 351.77 feet to the northwest corner of Lot 301, the true point of beginning; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 4985.61 feet and an initial tangent bearing N. 63°27'23" E., a distance of 383.90 feet to a point on curve lying 75.00 feet normal distance southeasterly of said centerline; thence N. 57°38'41" E., along said southeasterly right-of-way line, 160.83 feet to a point lying 85.00 feet normal distance southeasterly of said centerline; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 4985.61 feet and an initial tangent bearing N. 53°09'33" E., a distance of 253.61 feet to a point lying 85.00 feet normal distance southeasterly of said centerline; thence S 02°14'12" e., along said southeasterly right-of-way line, 6.30 feet to a point lying 90.00 feet normal distance southeasterly of said centerline; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 5000.61 feet and an initial tangent bearing N. 50°17'40" E., a distance of 8.01 feet to a point on the west line of State Farm South Subdivision First Addition recorded on October 24, 2000 as document no. 200026512 in the McLean County Recorder's office; thence S. 02°10'33" E., along the west line of said addition, 775.01 feet to the northeast corner of Lot 201 in Parkway Village Phase 2 as recorded November 1, 2010 as document no. 201027103 in the McLean County Recorder's office; thence S. 87°49'27" W., along the north line of said subdivision, 185.37 feet; thence southwesterly along the northerly line of said Lot 201, on a curve to the left, convex to the northwest, with a radius of 150.00 feet, an arc length of 88.04 feet; thence southeasterly, along the northerly line of said Lot 201, on a curve to the right, convex to the southeast, with a radius of 150.00 feet, an arc length of 31.79 feet; thence N. 02°10'33" W., 271.80 feet; thence N. 31°08'07" W., 51.82 feet; thence S. 58°51'53" W., 278.47 feet to the southeast corner of Lot 103 in Parkway Village Phase 1, recorded March 23, 2009 as document no. 2009-8540, in said Recorder's office; thence N. 31°08'07" W., along the west line of said Lot 103, 210.70 feet to the point of beginning, containing 285,135 square feet (6.55 acres) more or less, all situated in the City of Bloomington, McLean County, Illinois.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Amended Preliminary Plan 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: Petition from Parkway Partners-One, Inc., Requesting Approval of a Final Plat for the Parkway Village Phase 3 Subdivision, commonly located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy.

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

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

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

BACKGROUND: This subdivision is located south of Veterans Pkwy. and east of Mercer Ave. The Final Plat is in conformance with the amended Preliminary Plan to be approved by Council. This Final Plat is in preparation for a proposed retail strip mall along Veterans Pkwy. and a proposed restaurant north of the existing Residence Inn Hotel, already under construction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Parkway Partners-One, Inc., and Landmark Engineering Group.

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

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

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

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

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Parkway Partners-One, Inc., hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

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

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Parkway Village Phase 3 Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: James L. Mann
Its President

ORDINANCE NO. 2014 - 42

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
PARKWAY VILLAGE PHASE 3 SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Parkway Village Phase 3 Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

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

1. That the Final Plat of the Parkway Village Phase 3 Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12th day of May, 2014.

APPROVED this 13th day of May, 2014.

APPROVED

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Commencing at the Southwest Corner of Section 11, T.23 N., R. 2 E. of the 3rd P.M.; thence N. 02°13'33" W, along the West Line of said Section 11, 30.22 Feet to the Occupied North Line of Ireland Grove Road; thence S. 85°06'12" E., along said Occupied North Line, 17.33 Feet to the East Right-Of-Way Line of Mercer Avenue; thence N. 45°00'19" W., along said East Right-Of-Way Line, 25.17 Feet to a point lying 46.56 Feet North of the aforesaid Southwest Corner of Section 11; thence N. 02°13'33" W., along the East Right-Of-Way Line of Mercer Avenue and the West Line of Section 11, 494.93 Feet to the Southeasterly Right Of Way Line of Veteran's Parkway (U.S. Route 5); thence N. 88°13'06" E., along said Right-Of-Way Line 7.66 Feet; thence N. 01°46'36" W., along said Right-Of-Way Line, 21.23 Feet to a point lying 75.00 Feet normal distance Southeasterly of the surveyed centerline of said Veteran's Parkway; thence Northeasterly along the Southeasterly Right-Of-Way Line of said Veteran's Parkway, a curve to the left, convex to the Southeast, with a radius of 4985.61 Feet and an Initial Tangent Bearing N. 63°27'23" E., a distance of 351.77 Feet to the Northwest Corner of Lot 301, the True Point of Beginning; thence Northeasterly along the Southeasterly Right-Of-Way Line of said Veteran's Parkway, a curve to the left, convex to the Southeast, with a radius of 4985.61 Feet and an Initial Tangent Bearing N. 63°27'23" E., a distance of 383.90 Feet to a point on curve lying 75.00 Feet Normal Distance Southeasterly of said Centerline; thence N. 57°38'41" E., along said Southeasterly Right-Of-Way Line, 160.83 Feet to a point lying 85.00 Feet Normal Distance Southeasterly of said Centerline; thence Northeasterly along the Southeasterly Right-Of-Way Line of said Veteran's Parkway, a curve to the left, convex to the Southeast, with a radius of 4985.61 Feet and an Initial Tangent Bearing N. 53°09'33" E., a distance of 253.61 Feet to a point lying 85.00 Feet Normal Distance Southeasterly of said Centerline; thence S 02°14'12" E., along said Southeasterly Right-Of-Way Line, 6.30 Feet to a point lying 90.00 Feet Normal Distance Southeasterly of said Centerline; thence Northeasterly along the Southeasterly Right-Of-Way Line of said Veteran's Parkway, a curve to the left, convex to the Southeast, with a radius of 5000.61 Feet and an Initial Tangent Bearing N. 50°17'40" E., a distance of 8.01 Feet to a point on the West Line of State Farm South Subdivision First Addition Recorded on October 24, 2000 as Document No. 200026512 in the McLean County Recorder's Office; thence S. 02°10'33" E., along the West Line of Said Addition, 775.01 Feet to the Northeast Corner of Lot 201 in Parkway Village Phase 2 as Recorded November 1, 2010 as Document No. 201027103 in the McLean County Recorder's Office; thence S. 87°49'27" W., along the North Line of said Subdivision, 185.37 Feet; thence Southwesterly along the Northerly Line of said Lot 201, on a curve to the left, convex to the Northwest, with a radius Of 150.00 Feet, an Arc Length Of 88.04 Feet; thence Southeasterly, along the Northerly Line of said Lot 201, on a curve to the right, convex to the Southeast, with a radius Of 150.00 Feet, an Arc Length Of 31.79 Feet; thence N. 02°10'33" W., 271.80 Feet; thence N. 31°08'07" W., 51.82 Feet; thence S. 58°51'53" W., 278.47 Feet to the Southeast Corner of Lot 103 in Parkway Village Phase 1, Recorded March 23, 2009 as Document No. 2009-8540, in said Recorder's Office; thence N 31°08'07" W., along the West Line of said Lot 103, 210.70 Feet to the Point Of Beginning, Containing 285,135 Square Feet (6.55 Acres) more or less, all situated in the City Of Bloomington, McLean County, Illinois.

P.I.N.

21-11-351-004

21-11-351-005

21-11-351-011

21-11-351-012

21-11-351-013

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Final Plat be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Reappointment to Commission

RECOMMENDATION/MOTION: That the Reappointment be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND:

I ask your concurrence in the reappointment of:

- Cultural District Commission: Karen Schmidt of 409 E. Grove, 61701. 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

Alderman Schmidt left the dais.

Motion by Alderman Black, seconded by Alderman Painter that the Reappointments be approved.

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

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

Nays: None.

Motion carried.

Alderman Schmidt returned to the meeting.

The following was presented:

SUBJECT: Intergovernmental Agreement with Illinois Department of Agriculture to Participate as a Pilot Location for the Forever Green Illinois Program

RECOMMENDATION/MOTION: That the Agreement 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; Goal 2. Upgrade City infrastructure and facilities; Goal 3. Grow the local economy; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery; Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; Objective 3a. Retention and growth of current local businesses; Objective 4d. Improved neighborhood infrastructure; and Objective 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: The State of Illinois, through the Illinois Department of Agriculture (IDOA), has started a new pilot program – Forever Green Illinois Program – to maintain and improve the greenery on property owned or controlled by a local unit of government or the state. IDOA has selected the City to be a pilot location in the central portion of the state, partially due to the City’s long standing recognition as a Tree City USA recipient.

IDOA desires to: 1.) assist the City in dealing with negative impacts on the community and private infrastructure from improperly maintained trees on public rights of way; 2.) assist the City in dealing with the aftermath of devastating invasive insect pests and plant disease infestations such as, but not limited to, the Emerald Ash Borer (EAB); 3.) promote and assist in establishing tree genus and species diversity to minimize potential future urban forest pest

impacts; and 4.) promote adoption of tree planting and maintenance programs for trees and other greenery intended to avoid future infrastructure damage from those plantings.

IDOA will solicit contractors to assist in the delivery of the Forever Green Illinois Program pilot projects involving the removal of inappropriately maintained trees on public rights of way and the planting of more appropriate trees and shrubs in those locations. IDOA contractors will be responsible for the safe and efficient removal of up to 150 trees per pilot project located on publicly owned property as selected by IDOA based off of information provided by the City. Tree removal shall include the grinding of resulting stumps to at least twelve inches (12”) below the ground surface. The contractor will be responsible for the proper disposal of all wood and tree debris resulting from the removal activity. The contractor shall also be responsible for the acquisition and planting of IDOA selected trees and/or shrubs into the same or similar location from whence the original trees were removed.

Only approved and credentialed contractors will be considered by IDOA.

City staff from the Parks, Recreation and Cultural Arts Department’s Park Maintenance Forestry Division will supply IDOA with a list of the top 150 problem trees on City owned property. The majority of these will be EAB infested trees needing removal. Some trees on this list may be causing other infrastructure problems that would require removal. City staff will also approve species chosen for planting of replacement trees and/or shrubs. The City shall be responsible for the removal and/or repair of any infrastructure that would be disturbed as a result of the tree removal or replanting. City staff will choose problem trees to be removed and replaced fitting criteria that will minimize this potential risk.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOA.

FINANCIAL IMPACT: IDOA will be responsible for selecting and covering all contractor costs for this program. The City will not be responsible for funding this program.

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
ILLINOIS DEPARTMENT OF AGRICULTURE
AND THE CITY OF BLOOMINGTON, ILLINOIS**

WHEREAS, the Illinois Department of Agriculture (“Department”), an agency of the State of Illinois, and City of Bloomington, Illinois (“Unit”), a unit of local government, desire to maintain and improve the greenery on property owned or controlled by the Unit or the State of Illinois.

WHEREAS, the Department desires to: (1) assist the Unit in dealing with negative impacts on its community and private infrastructure from improperly maintained trees on public rights of way; (2) assist the Unit in dealing with the aftermath of devastating invasive insect pests and plant disease infestations such as but not limited to the Emerald Ash Borer; (3) promote and assist in establishing tree genus and species diversity to minimize potential future urban forest pest impacts; and (4) promote adoption of tree planting and maintenance programs for trees and other greenery intended to avoid future infrastructure damage from those plantings.

WHEREAS, the Unit has been selected by the Department as a participant of the Forever Green Illinois Program.

NOW THEREFORE, the Department and the Unit, in consideration of the mutual covenants and agreements herein contained, hereby agree to exercise and enjoy jointly their respective powers, privileges and authorities pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Civil Administrative Code of Illinois (20 ILCS 205/205-103), and the Illinois Administrative Code (Forever Green Illinois Program, 8 Ill. Adm. Code 241) under the terms and conditions of this Intergovernmental Agreement (“Agreement”).

1. **Records:** The Unit shall maintain a prioritized list of problem trees and shall make this record available to the Department. As defined in the Illinois Administrative Code, “Problem Trees means trees located on property owned or controlled by the State or a unit of local government in a pilot project area that are currently damaging public or private infrastructure; are of ill health and are presently or may soon pose a threat to public safety; or are currently infested with an invasive insect pest or plant disease such as, but not limited to, the Emerald Ash Borer.” 8 Ill. Adm. Code 241.10.
2. **Services:** The Department shall review the Unit's prioritized list of problem trees, and the Department will determine the specific trees that will be removed. The Department will formulate a plan for removing the problem trees and planting new greenery.

The Unit agrees to allow the Department’s approved and credentialed contractors to remove up to 150 problem trees located on public property and to replace the removed trees with an appropriate combination of trees and/or other greenery from the following predetermined lists:

- a. “Increasing Tree Diversity in the Urban Landscape – Northern Illinois” (http://www.agr.state.il.us/eab/PDFs_for_web/Reforestation/Northern_IL.pdf);

- b. “Increasing Tree Diversity in the Urban Landscape – Central Illinois” (http://www.agr.state.il.us/eab/PDFs_for_web/Reforestation/Central_IL.pdf); and
- c. “Increasing Tree Diversity in the Urban Landscape – Southern Illinois” (http://www.agr.state.il.us/eab/PDFs_for_web/Reforestation/Southern_IL.pdf).

The Unit agrees to allow the Department’s approved and credentialed contractors to place greenery on property owned or controlled by the City.

- 3. **Infrastructure Damage:** The Unit shall be responsible for the removal and/or repair of any infrastructure that would be disturbed as a result of the tree removal or greenery placement process, such as, but not limited to, utilities, sidewalks, pavement and curbing.
- 4. **Term:** Both the Unit and Department agree that the terms of this Agreement shall be in full force and effect until the Department and the Department's approved and credential contractors complete the project outlined in this agreement.
- 5. **Breach:** Failure of Unit to perform as specified is cause for immediate termination of this Agreement at the option of the Department, without limitation upon any other relief available to the State.
- 6. **Termination:** Both the Department and the Unit may terminate this Agreement without penalty upon 60 days written notice to the other party.
- 7. **Assignment:** This Agreement shall not be assigned or otherwise transferred without the prior written consent of the Department and upon such terms as required by the Department, nor shall the Unit utilize any subcontractor to perform the tasks set forth in this agreement.
- 8. **Fiscal Funding:** Obligations of the Department shall cease immediately and without penalty or the requirement of further payment if the Illinois General Assembly, federal funding source or other funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.
- 9. **Force Majeure:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 10. **Non-Interference and Cooperation:** Unit shall do nothing to interfere with or prejudice the Department’s right to recover damages or seek other relief against a third party, and shall furnish all reasonable assistance and cooperation to the Department in connection with any action by the Department against a third party.
- 11. **Applicable Law:** This Agreement is hereby made and must be performed in compliance with all applicable Federal, State and local laws. This Agreement shall be governed by and construed in accordance with Illinois law and administrative rule. To the extent permitted by law, venue shall lie in the Circuit Court of Sangamon County for any cause of action under the jurisdiction of the Illinois Circuit Court.

12. **Audit/Maintenance of Records:** The Unit shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement and all books, records and supporting documents related to this Agreement shall be available for review and audit by the Auditor General; and the City agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.

13. **Entire Agreement and Severability:** This agreement, including any addenda thereto, constitutes the entire agreement between the parties. Any modifications must be in writing signed by all parties. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the intention of the parties.

CITY OF BLOOMINGTON, ILLINOIS ILLINOIS DEPARTMENT OF AGRICULTURE

BY: Tari Renner
Mayor

BY: _____
Robert F. Flider, Director

BY: Tracey Covert
City Clerk

BY: _____
Legal Counsel

DATE: May 13, 2014

DATE: _____

Alderman Stearns noted the questioned she raised and acknowledged John Kennedy's, Parks, Recreation & Cultural Arts Director, answers. She questioned if the program was limited to trees impacted by the Emerald Ash Borer (EAB).

John Kennedy, Parks, Recreation & Cultural Arts Director, addressed the Council. He noted that other problem trees could be included in the program. However, under the parameters of the agreement trees impacted by EAB would be considered critical. He added that outside contractors would be retained to perform all work under the agreement.

Alderman Stearns added that these contractors would also plant replacement trees.

Mr. Kennedy responded affirmatively. The goal was tree for tree replacement. The trees must be on City owned property.

Alderman Stearns addressed the Ginkgo tree located in the 400 east block of Taylor St. She believed that this tree had been planted in the parkway. She questioned if this tree would be considered a candidate under this program.

Mr. Kennedy responded negatively. This tree did not meet the Dept. of Agriculture's standards. The City had treated this tree and the results of same would be known come September/October 2014.

Motion by Alderman Stearns, seconded by Alderman Schmidt 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: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the WGLT Event June 14, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City.

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

BACKGROUND: WGLT is sponsoring an outdoor summer concert in downtown Bloomington on Saturday, June 14, 2014. This will be the eleventh (11th) of what has become an annual event. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated "beer garden". Beer and wine would be sold only by Bill Hill, Inc., d/b/a Maguires, an existing liquor license holder, by an extension of premise for the event. Only beer and wine purchased from the event vendor can be consumed within the designated event area. Outdoor consumption would be allowed between 3:30 o'clock p.m. and 10:00 o'clock p.m.

The event organizers met with staff, including representatives from the police, legal and administrative departments to review this plan. Given the nature of the event, the type of crowd it attracts and the high degree of involvement by event staff, all concerned believe this plan could work without problems.

Staff prepared an Ordinance suspending the code as needed for this event. Council will note that the Ordinance makes the suspension effective one (1) hour before the sales begin to allow the organizers time to set up for the event and one (1) hour after the event to clean up after. Staff respectfully recommends that the Ordinance be passed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: George Boyle, Asst. Corporation Counsel

Reviewed by: Kenneth Bays, Asst. Police Chief

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 39

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on June 14, 2014; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: June 14, 2014 between 2:30 o'clock p.m. and 11:00 o'clock p.m. for Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

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 1960 Illinois Constitution.

PASSED this 12th day of May, 2014.

APPROVED this 13th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Mwilambwe left the dais.

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

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

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

Nays: None.

Motion carried.

Alderman Mwilambwe returned to the dais.

The following was presented:

SUBJECT: Text Amendments, Chapter 21. Refuse.

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

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

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

BACKGROUND: Staff reviewed Chapter 21 of the City Code to ensure ordinances conform with current practices as well as Council policy and direction. Rationale for each amendment is explained below.

Section 200.4: Terms Defined.

Amendment to the definition of “Approved Refuse Container” establishes that wheeled carts and refuse bags are the primary containers accepted, unless collection occurs in a specially

designated area in which the Public Works Director allows other containers due to conditions at the collection site. The current ordinance was passed while our refuse collection system was still under discussion. At that time, staff had anticipated a phased-in approach to automated refuse collection or a hybrid system where some routes remained under manual collection. The amendment clarifies the direction the Council and staff have taken for an all at once, Citywide rollout of automation in which areas without automated collection are an exception. It sets the cart as the norm but allows City-approved exceptions.

Under the definition of “Bulk Waste”, computers and televisions are specified as appliances that will not be collected at the curb.

Section 300.6, 600.2: Holiday Collection.

The Amendments specify the holidays in which refuse and recycling will not be collected. This is in keeping with requirements of state law.

Section 400.1: Preparation of Refuse.

This amendment addresses preparation of refuse, taking into account the switchover to carts.

Section 400.6: Elimination of Substandard Refuse Containers.

The ordinance is amended to accommodate the switchover to City-owned carts. It allows the City to charge for replacement cost if a user damages a cart or leaves it in an unsanitary condition that is unfit for pickup.

Section 500.6: Damage to Refuse Containers.

The amendment clarifies that a cart is the property of the City, not the person at whose address it is issued. A person may be fined and charged for the cost of a cart damaged through the user’s misuse.

Article VI: Recycling.

The Article has been amended to clarify and add description of recycling collection practices.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 40

**AN ORDINANCE AMENDING CHAPTER 21 OF THE BLOOMINGTON CITY CODE
RELATING TO REFUSE SERVICES**

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

SECTION 1: That Chapter 21, Section 200.4 of the Bloomington City Code, 1960, as amended, is further amended as follows:

Chapter 21: Section 200.4: Terms Not Defined.

~~Where terms are not defined through the methods authorized by this Section they shall have their ordinarily accepted meanings such as the context implies.~~

ANIMAL FECES: Solid waste excrement from animals.

APPROVED: Approved as applied to a device shall mean approved by the Code Official under the provisions of this Code, or approved by other authority designated by law to give approval in the matter in question.

APPROVED COMPOST BINS: Approved bins for composting include, and are limited to:

- (1) Snow Fence Bins;
- (2) Metal Bins;
- (3) Block or Brick Bins;
- (4) Wooden Bins;
- (5) Plastic Bins.

The compost bin is not to exceed thirty-six (36) square feet in area nor one hundred eight (108) cubic feet in volume.

APPROVED RECYCLE CONTAINERS: Wheeled carts of 65 gallons, 95 gallons or other volumes issued exclusively by the City of Bloomington Public Works Department and its designees and vendor for the sole purposes of recycling, and excluding blue, hand-carried bins previously issued by the City. The carts are issued to addresses and remain the property of the City of Bloomington. (Ordinance No. 2012 - 59)

APPROVED REFUSE CONTAINER: The term “approved refuse container” shall mean:

- (1) Wheeled garbage carts issued exclusively by the City through the Department of Public Works or its designee or vendor. These carts remain the property of the City of Bloomington and shall be used in locations designated by the City.

(2) Plastic refuse bags meeting specifications established by the Director of Public Works and approved by the City Manager. The bag, when placed for collection, shall not weigh more than 35 pounds and shall be sealed. Effective May 1, 2014, the bag shall be tagged with a city-approved sticker acknowledging purchase of the sticker from the City or a City-approved vendor.

(3) A heavy duty durable plastic container of not more than thirty/thirty-three (30-33) gallon capacity or a can made of galvanized iron or lined with galvanized iron of not more than thirty/thirty-three (30-33) gallon capacity. Each container shall be watertight, have a tight fitting cover and two (2) handles and, when full, shall not weigh more than thirty-five (35) pounds. Containers as described in this subsection (3), shall be used in a location deemed by the Director of Public Works to be unsuited for wheeled cart use. An area may be deemed unsuited for wheeled cart use where conditions in the collection area do not allow automated collection equipment to work effectively and efficiently.

~~(1) A can made of galvanized iron or lined with galvanized iron, of not more than thirty/thirty-three (30-33) gallon capacity, which is watertight, has a tight fitting cover and two (2) handles, or~~

~~(2) A heavy duty durable plastic container of not more than thirty/thirty-three (30-33) gallon capacity, which is watertight, has a tight fitting cover and has two (2) handles, or~~

~~(3) Plastic refuse bags meeting specifications established by the Director of Public Works and approved by the City Manager. (Ordinance No. 2012-59)~~

~~(4) Wheeled garbage carts issued exclusively by the City through the Department of Public Works or its designee or vendor. These carts remain the property of the City of Bloomington and may only be used in locations designated by the City. (Ordinance No. 2012-59)~~

~~(5) In certain areas of the City, or in the City as a whole, the City may mandate that City-issued wheeled carts be used for refuse and will be the exclusive issuer of the carts through the Department of Public Works and its designees and vendor. The City may prohibit use of any other containers, including those listed in (1), (2) and (3), in the areas affected. (Ordinance No. 2012-59)~~

BRUSH: Tree branches and/or trimmings, shrubbery branches and/or trimmings.

BUILDING: Interchangeable with structure.

BUILDING WASTE: All waste or residue resulting from building construction, reconstruction, repair, demolition, or replacement.

BULK WASTE: The following types of waste:

(1) Indoor furniture, including, but not limited to: bed springs, mattress, carpet, couch, chair, cushions;

(2) Car parts, including, but not limited to: wheel rims, hub caps, truck cap, junk metal, but **NOT** including batteries or tires;

(3) Other items exposed to the elements not designed for exterior use; or

(4) Firewood, etc. not neatly stacked eighteen (18) inches above the ground.

(5) Appliances, including, but not limited to: washers, dryers, refrigerators, freezers, stoves, and water heaters. Computers and televisions shall not be considered bulk waste and will not be collected by the City.

~~(1) Appliances, including, but not limited to: washer, dryer, refrigerator, freezer, stove, tv, water heater; or~~

~~(2) Indoor furniture, including, but not limited to: bed springs, mattress, carpet, couch, chair, cushions; or~~

~~(3) Car parts, including, but not limited to: wheel rims, hub caps, truck cap, junk metal, but **NOT** including batteries or tires; or~~

~~(4) Other items exposed to the elements not designed for exterior use; or~~

~~(5) Firewood, etc. not neatly stacked eighteen (18) inches above the ground. (Ordinance No. 2009-58)~~

CODE OFFICIAL: The official who is charged with the administration and enforcement of this Code or any duly authorized representative. The Director of Planning and Code Enforcement, the Director of Public Works Service, or their authorized representatives.

COMMERCIAL BUILDING: A building which is used for any commercial or industrial purpose whatever, and shall include hotel and motels.

COMPOSTING: The controlled decomposition of organic materials using aerobic bacteria.

DEBRIS: A generic term which includes rubbish, building waste, bulk waste, brush, garden waste and landscape waste.

DEPARTMENT: The Departments of Public Works and Planning and Code Enforcement of the City of Bloomington. (Ordinance No. 2012 - 59)

DIRECTOR: The Directors of Public Works and Planning and Code Enforcement of the City of Bloomington, or the authorized representative of either. (Ordinance No. 2012 - 59)

DWELLINGS: A building designed, arranged, used or intended to be used principally for residential occupancy (except a mobile home), including single-family, two-family and/or multi-family dwellings.

One-Family Dwelling (Single). A building containing no more than one (1) dwelling unit.

Two-Family Dwelling (Duplex). A building containing no more than two (2) dwelling units.

Multiple Family Dwelling. A building containing more than two dwelling units.

Rooming house. A building arranged or used for lodging, with or without meals, for compensation and occupied as a one-family dwelling and more than two (2) other unrelated by blood, adoption or marriage living in a dwelling unit.

EXTERIOR PROPERTY: The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE: Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food; animal or vegetable products used as bait for hunting, fishing and trapping purposes; or animal carcasses of any size.

GARDEN WASTE: Remains of garden vegetation at the end of the growing season.

LANDSCAPE WASTE: Tree trimmings, grass clippings, leaves, flower trimmings, ornamental bush trimmings, house plant clippings and other vegetation trimmings.

LICENSED WASTE COLLECTOR: A person who obtains a license from the City of Bloomington to collect or transport public or private refuse over the streets of the City.

MOSQUITO HARBORAGE: Any land, vegetation, stagnant or fresh water (water standing in excess of five (5) days), or other condition which in the opinion of the Code Official constitutes a breeding area for mosquitoes.

OCCUPANT: Any person living or sleeping in a building; or having actual possession of a space within a building.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm, or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person.

PERSON: An individual, corporation, partnership or any other group acting as a unit; except that for purposes of defining a dwelling unit, or occupancy limits, "person" shall be defined as an individual.

PREMISES: A lot, plot or parcel of land, if any, including the buildings or structures.

PUBLIC NUISANCE: Includes the following:

- (1) The physical condition, or use of any premises regarded as a public nuisance at common law; or
- (2) Any condition or action declared to be a public nuisance by any provision of the Bloomington City Code ~~other than this Article~~; or
- (3) Any premises which are unsanitary, or which are littered with animal feces, or which are littered with garbage and/or debris, or which has an uncontrolled growth of weeds, grass and/or other vegetation, or has improperly maintained vegetation, or has conditions which constitutes a mosquito harborage; or
- (4) Any premises which has garbage and/or debris stored in such a manner, number or quantity that it has a potential of becoming an insect or rodent harborage or has an adverse or degrading effect on the surrounding areas or neighborhoods.

PUBLIC WAY: Any street, alley or other parcel of land open to the outside air leading to a public street, which has been deeded, dedicated or otherwise permanently appropriated to the public for public use and which has a clear width and height of not less than ten (10) feet (3048 mm).

RECYCLABLE MATERIALS: Aluminum and steel cans, glass bottles and jars, plastic bottles (#1 & #2), food boxes, cardboard and paper collected for the purposes of recycling. (Ordinance No. 2012 - 59)

REFUSE: The entire scope of several categories of natural and man-made waste including garbage and debris.

REFUSE CODE: The Refuse Code officially adopted by the City Council, or other such Codes officially designated by the City Council for the regulation of refuse collection and enforcement.

REFUSE COLLECTOR: An employee of the City of Bloomington assigned to pick up refuse or any person, including any employees, authorized by the Director of Public Works to pick up recyclable materials. (Ordinance No. 2012 - 59)

RUBBISH: Combustible and noncombustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, bedding, cartons, boxes, wood, excelsior, rubber, leather, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SOLID WASTE: The entire scope of several categories of natural and man-made waste including garbage and debris.

STREET: All publicly dedicated streets in the City of Bloomington. ~~Where refuse collection authorized by Section 300.1 of this Code may not be conveniently conducted from publicly~~

dedicated street, “street” “Street” shall also include streets in a mobile home park which possess the following characteristics:

- (1) pavement of not less than ten (10) feet in width;
- (2) freedom from all obstructions not less than two (2) feet on each side of the pavement;
- (3) absence of overhanging tree limbs which could interfere with any City refuse collection vehicle;
- (4) configuration which allows City refuse collection vehicles convenient ingress and egress.

STRUCTURE: That which is built or constructed, including without limitation because of enumeration, buildings for any occupancy or use whatsoever, fences, signs, billboards, fire escapes, railings, water tanks, towers, open grade steps, sidewalks or stairways, tents or anything erected and framed of component parts which is fastened, anchored or rests on a permanent foundation or on the ground.

TREE EXPERT: For purposes of this Chapter, a “tree expert” means any person, partnership, corporation, firm or any other entity of any description who trims or removes trees or stumps for hire.

YARD: An open space on the same lot with a building extending along the entire length of a street, or rear or interior lot line. (Ordinance No. 2003 - 91)

SECTION 2: That Section 300.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows:

Chapter 21: Section 300.6: Holiday Collection.

(a) The City will not collect refuse on the following designated holidays: New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.

(b) The City will designate alternate days on which refuse not collected on a holiday will be collected.

~~(a) The City shall collect garbage on all holidays which fall within the weekly calendar for collection, except Christmas.~~

~~(b) Garbage shall not be collected on Christmas, but shall be collected on the following day in which garbage is collected.~~

SECTION 3: That Section 400.1 of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows:

Chapter 21: Section 400.1: Preparation of Refuse.

(a) Garbage and Applicable Debris. All garbage and applicable debris shall be placed in approved refuse containers as that term is defined in Section 200.4 of this Chapter. ~~in quantities not exceeding thirty five (35) pounds unless the City indicates otherwise for a specific location and issues a wheeled cart for the location. (Ordinance No. 2012-59)~~

(b) Brush not in approved refuse containers shall be cut in lengths not to exceed six (6) feet in length and stacked neatly for collection.

(c) Bulk waste shall be prepared so as not to be a hazard. Doors must be removed from refrigerators, and other large appliances.

(d) City residents not acting in a capacity of contractor may take appliances to the City's Drop-off Center at the southeast corner of East and Jackson streets. Doors must be removed from refrigerators, and other large appliances.

SECTION 4: That Section 400.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows:

Chapter 21: Section 400.6: Elimination of Substandard Refuse Containers.

(a) City collectors shall have the authority to condemn defective refuse containers. A container may be considered defective if it:

(1) has no cover or the cover fits so badly as to allow insects or animals access to the contents;

(2) has no handles or the handle is broken;

(3) has any holes in the top, side or bottom;

(4) has ragged or sharp edges or any other defect liable to hamper or injure a refuse collector; or

(5) is in an unsanitary condition.

(b) A container may be condemned by placing a red tag or sticker on it in a conspicuous place. If such container is defective according to subsection (a)(1), (2), (3) or (4), above, and is not a City-owned wheeled cart, it shall be replaced by the refuse service user prior to the next scheduled collection of refuse. If the container is a City-owned wheeled cart, it shall be replaced by the City. If such container is defective according to subsection (a)(5), above, it shall be cleaned by the refuse service user or his designee prior to the next scheduled refuse collection.

(c) Any condemned container not replaced or cleaned pursuant to subsection (b), above, shall be collected with the refuse at the next scheduled refuse collection. The City shall not be held liable for the collection of any defective container. Upon replacement of an unsanitary City-owned cart, the refuse service user may be charged a replacement cost. The user also may be charged

for replacement of a defective City-owned cart and fined as provided in Section 500.6 if the user damages the cart.

(d) Any person may dispute the condemnation of a container by calling the Director of Public Works, whose judgment shall be final. Failure to contact the Director within twenty-four (24) hours of condemnation shall constitute an admission that the container was defective.

SECTION 5: That Section 500.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows:

Section 500.6: Damage to Refuse Containers.

(a) A person commits the offense of damage to refuse containers if he:

(1) damages, defaces, or renders fit for condemnation; any refuse container other than his own. A City-issued wheeled cart remains the property of the City, rather than the property of the owner of the premises to which it has been issued.

(2) allows an animal he owns to render fit for condemnation, tear, or rip any collectible refuse container not his own.

(b) Failure of an owner to keep any owned animal on his own property or on a leash shall be deemed prima facie evidence of consent of any acts of such animal as outlined in subsection (a)(2) above.

(c) The offence of damage to a refuse container is punishable by:

(1) A fine of from \$50.00 to \$500.00 for each container damaged; and

(2) payment of the replacement cost of each damaged container.

SECTION 6: That Chapter 21, Article VI of the Bloomington City Code, 1960, as amended, is further amended as follows:

Article VI: Recycling

Section 600.1: Scope of Services.

Recycling is encouraged in the City of Bloomington. This Section will serve to establish approved containers and locations for storing recyclable materials prior to collection. (Ordinance No. 1995 - 63)

(a) The City shall provide curbside recycling collection service from residential buildings every other week on the day of the week serving the residences according to a collection schedule established by the Director of Public Works.

- (b) Notwithstanding the provisions of subsection (a), above, the City will not provide curbside recycling collection within the Downtown Service Area. For purposes of this Section, the Downtown Service Area is defined as the area from Madison Street west to East Street, from Front Street north to Locust; and Front Street from East Street to Prairie Street.
- (c) The City may provide recycling collection services additional to those described in subsection (a), above, at the discretion of the Director of Public Works.

Section 600.2: Approved Recycle Containers.

Wheeled carts of 65 gallons, 95 gallons or other volumes issued exclusively by the City of Bloomington Public Works Department and its designees and vendor for the sole purposes of recycling, and excluding blue, hand-carried bins previously issued by the City. The carts are issued to addresses and remain the property of the City of Bloomington. (Ordinance No. 2012 - 59)

Section 600.3: Holiday Collection.

(a) The City will not collect recycling on the following designated holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.

(b) The City will designate alternate days on which recycling not collected on a holiday will be collected.

Section 600.3 : Location of Recycle Containers.

~~All recycle containers shall be stored on the owner's premises, screened so as to prevent their being viewed from the street. (Ordinance No. 1995-63)~~

Section 600.4: Storage of Recycling

- (a) Except for a period of time beginning at 2:00 P.M. on the day prior to the scheduled collection day and ending at 9:00 A.M. on the day following the collection day, all recycling containers shall be stored on the owner's premises, screened so as to prevent their being viewed from the street.
- (b) Recycling stored on the exterior of any property must be stored in either a City-issued wheeled cart or in a watertight container with a tight-fitting cover. Recycling stored on the exterior of the property shall not be stored in plastic or paper bags of any kind.

Section 600.4: Violation of this Section.

~~A person is in violation of the Recycling section of this Chapter if recyclable material is stored or located other than in accordance to the provisions of this Section.~~

Section 600.5: Placement of Recycling for Collection.

(a) Street Collection. Where street pick up is authorized in this Chapter, recycling may be placed in the parkway or on the curb no earlier than 2:00 P.M. on the day prior to the scheduled collection day. All recycling shall be placed as too not create a hazard to pedestrian and vehicular traffic. Placement of recycling on the owner's property shall constitute authorization for recycling collectors to enter onto said property for the purpose of collecting recycling deposited thereon.

(b) Alley Collection. Where alley pick up is authorized under this Chapter, all recycling to be collected shall be placed within five (5) feet of the alley, or in the alley, in such a manner as to be readily collectible and not a hazard to pedestrian or vehicular traffic. Placement of recycling on the owner's property shall constitute authorization of recycling collectors to enter onto said property for the purpose of collecting recycling deposited thereon.

(c) The City will not be required to take recycling that has not been placed in the appropriate collection area on or before 6 A.M. on the scheduled collection day.

Section 600.6: Condition of Containers.

All recycling containers shall be kept in a safe, clean and sanitary condition.

Section 600.7: Elimination of Substandard Recycling Containers.

(a) City collectors shall have the authority to condemn defective recycling containers. A container may be considered defective if it;

(1) has no cover or the cover fits so badly as to allow insects or animals access to the contents;

(2) has no handle or the handle is broken;

(3) or has any holes in the top, side or bottom;

(4) has ragged or sharp edges or any other defect liable to hamper or injure a recycling collector;
or

(5) is in an unsanitary condition.

(b) A container may be condemned by placing a red tag or sticker on it in a conspicuous place. If such container is defective according to subsection (a)(1), (2), (3) or (4) above it shall be replaced by the City. If such container is defective according to subsection (a)(5) above, it shall be cleaned by the recycling service user or his designee prior to the next scheduled recycling collection.

(c) The user may be fined or charged for replacement of a condemned City-owned cart according to subsection (a) (1), (2), (3) or (4) if there is clear evidence of abuse of the equipment or negligent misuse of the equipment by the user, as provided in Section 600.9(c) of this Chapter.

(d) Any condemned container not cleaned pursuant to subsection (b), above, shall be collected with the recycling at the next scheduled recycling collection. Upon replacement of an unsanitary City-owned cart, the recycling service user may be charged a replacement cost for issuance of a new wheeled recycling cart.

(e) Any person may dispute the condemnation of a container by calling the Director of Public Works, whose judgment shall be final. Failure to contact the Director within twenty-four (24) hours of condemnation shall constitute an admission that the container was defective.

Section 600.8: Damage to Recycling Containers.

(a) A person commits the offense of damage to recycling containers if he:

(1) damages, defaces, or renders fit for condemnation, any City-issued, City-owned wheeled recycling cart.

(2) allows an animal he owns to render fit for condemnation, tear, or rip any City-issued, City-owned wheeled recycling cart.

(b) Failure of an owner to keep any owned animal on his own property or on a leash shall be deemed prima facie evidence of consent of any acts of such animal as outlined in subsection (a)(2), above.

(c) The offence of damage to a recycling container is punishable by:

(1) A fine of from \$50.00 to \$500.00 for each container damaged; and

(2) payment of the replacement cost of each damaged container.

Section 600.9: Violation of this Section.

A person is in violation of the Recycling section of this Chapter if recyclable material is stored or located other than in accordance with the provisions of this Section.

SECTION 7: Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 8: The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 9: This Ordinance shall be effective ten (10) days after the date of its publication.

SECTION 10: This Ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

PASSED this 12th day of May, 2014.

APPROVED this 13th day of May, 2014.

APPROVED

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Stearns had questions regarding the toters. She expressed her confusion regarding how the citizens could be held responsible for same. The City owned the toters. The toter could be stolen and/or damaged. She questioned the responsible party. She also noted that there was some type of sticker replacement process underway.

Jim Karch, Public Works Director, addressed the Council. He informed them that the thirty-five (35) gallon toters needed to be tagged. The manufacturer was installing same in the field after delivery of the toters. The toters were City property. Residents can be fined for malicious damage. He acknowledged that toters could be carried away by the wind. City staff encouraged property owners to search for a missing toter. There have been times when toters have been replaced at no charge.

Alderman Stearns questioned conflict. Mr. Karch acknowledged that there was the possibility for same. The City Code did not include mediation. Alderman Stearns expressed her opinion that there needed to be a process which would address conflict. She was concerned about same.

David Hales, City Manager, addressed the Council. A mediation process was a good idea. He requested that the Council allow staff discretion to address same. The City needed to balance customer service versus a City asset. City staff has done a good job to date and had also established good work practices. Additional processes could be developed if needed.

Motion by Alderman Schmidt, seconded by Alderman Painter that the Text Amendment be approved and 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: Presentation by Illinois Wesleyan University (IWU) Action Research Center regarding Tax Increment Finance (TIF) Analysis for West Bloomington

RECOMMENDATION/MOTION: Presentation only.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 3. Grow the local economy; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 3c. Revitalization of older commercial homes; Objective 4b. Upgrade quality of older housing stock; Objective 4c. Preservation of property/home values; Objective 4d. Improved neighborhood infrastructure; Objective 4e. Strong partnership with residents and neighborhood associations; and Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The City hosted an informational presentation on Monday, August 19, 2013 at 6:30PM for local neighborhood associations and individuals interested in revitalization efforts. The event, which was held at City Hall, helped attendees learn how to use TIF district as a tool to help stimulate the redevelopment of older residential areas. Throughout Central Illinois, there are numerous examples whereby communities utilize TIF districts to promote stronger neighborhoods. Representatives from Peoria, Decatur and Springfield were among a group of experienced panelists who presented on this topic at the Illinois Tax Increment Association's Spring 2013 Conference and Workshop in Peoria, IL. Through a public forum, that knowledge was made available to Bloomington-Normal area residents and neighborhood organizations.

Attendees listened to keynote speaker Steve Combs, Enos Park Neighborhood Improvement Association President, as he shared his experiences related to the creation and implementation of a TIF which encompasses the historic and residential district of Enos Park in Springfield, Illinois. Mr. Combs explained initial challenges with establishment and execution of the TIF, subsequent strategies and continual development of a partnership with Springfield. During the event, participants heard first hand examples of the Association's coordinated efforts which led to dozens of notable achievements including the acquisition of sixty-nine (69) properties, creation of a sculpture studio and architectural salvage store, installation of gateways, gardens and signage, and the enactment of both coordinated walking tours and a residential police officer program.

As a direct result of this presentation, representatives from the West Bloomington Revitalization Project (WBRP), along with City staff, desired to further research the use of TIF districts as they pertain to redevelopment efforts in Central Illinois. As such, four (4) interns were identified through the IWU Action Research Center. Over the course of the spring 2014 semester, these students, along with assistance from IWU faculty and staff and various community groups, examined the TIF tool and its potential use within the City. The presentation given during the Council's May 12, 2014 meeting serves to provide a summary of the findings. The Council was provided with a copy of the study.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: WBRP, West Bloomington Housing Coalition, Mid-Central Community Action, McLean County Regional Planning Commission, faculty, staff and interns from IWU and Illinois State University

FINANCIAL IMPACT: No funding is being requested at the current time. Should the Council determine that a TIF district can be utilized as an effective tool to stimulate housing and commercial development within West Bloomington, TIF law requires that the process be initiated by a feasibility study, a procedure which could cost approximately \$30,000; Economic Development-Other Professional & Technical Services (10019170 – 70220) contains \$45,000 for such activities in FY 2015. Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 319.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

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

Discussion only:

David A. Hales
City Manager

David Hales, City Manager, introduced this item. He cited the Enos Park project as an example.

Justine Robinson, Economic Development Coordinator, addressed the Council. She noted that a number of resident groups located in west Bloomington had expressed an interest in TIF (Tax Increment Financing) Districts. This area had received a \$1.5 million grant from the Illinois Attorney General's Office. The goal was to leverage this grant. Residents were interested in a grocery store, sidewalks, etc. She cited CIRBN, (Central IL Regional Broadband Network), as an opportunity for this area of the City. Illinois Wesleyan University's (IWU) Action Research Center had offered the City student interns. A TIF could be leverage to have a positive impact upon development. She recognized the

team members: Megan Rogers, Jonathon Bates, Xinlin Xu, and Jamal Smith. Mr. Bates and Mr. Smith would make the presentation to the Council.

Jamal Smith, IWU Action Research Center Intern, addressed the Council. The first question addressed as part of the research regarding a west Bloomington TIF District was should a TIF be used as a means to stimulate economic development. He cited the various working relationships within the City and community groups. Other key questions were generally were TIF a good tool, what were the factors for success, and location. West Bloomington was compared to other Central IL cities. There was no universal model for a TIF. There were a few key factors.

Mr. Smith presented an overview of TIF Districts. The EAV (Equalized Assessed Value) was measured to determine the base EAV. TIF Districts have a twenty-three (23) year life. All taxing bodies under the TIF collect property taxes on the base EAV. Any growth in EAV is deposited in the TIF fund for development uses. The goal of a TIF was greater property values which would result in additional tax revenues. There had been academic research done regarding TIF. A review of these studies was completed and the results were inconclusive. TIF needed to be managed.

Mr. Smith informed the Council that the study looked at other Central IL cities of similar size and resources. The results were mixed. The City of Springfield had two (2) success stories. The successful TIF were commercial districts in areas that were under developed. Smart investments were made in these TIF. In all the study reviewed twenty-six (26) TIF Districts. Fifteen (15) of them had seen an increase in EAV while eleven (11) had seen a decline in EAV. There was risk involved but there was great potential to see positive results. He addressed what could go wrong and stressed the importance of smart, targeted investments. The project should address needs that would not be possible without a TIF. A TIF should not cause a negative impact upon other areas of the city. He stressed the importance of careful management of a TIF.

Jonathon Bates, IWU Action Research Center Intern, addressed the Council. He presented a map of the West Bloomington area. He noted that this map was of the West Bloomington Revitalization Project (WBRP) boundaries. He noted the percentage of rental residential properties. He also presented demographic information for the area compared to McLean County, (i.e. education level, labor force, owner occupied and household income). This area of the City needed revitalization. He cited WBRP's goals which addressed economic development, housing, youth, education, greening, and safety & wellbeing. A TIF District would address these goals. TIF have been used to improve infrastructure, housing and community greening.

He informed the Council that the West Bloomington Housing Coalition (WBHC) had received \$1.5 million housing grant. Mid Central Community Action plan to rehab and sell thirteen (13) homes; Habitat for Humanity planned to build at least three (3) new homes and WBRP planned to complete minor repairs and rehab twenty (20) owner occupied homes. He addressed Springfield's Enos Park neighborhood. He cited the efforts made in the areas of infrastructure, sidewalks, street lighting and trees. Sixty-nine (69)

properties were acquired. Some home were renovated while others were demolished. The establishment of a successful West Bloomington TIF District would involve a mixed district, (i.e. commercial and residential). It would need investments from the public and private sector. The City's focus would be on infrastructure. He cited the demographics of the targeted area. With careful management and a good strategic planning, a TIF could be successful. Finally, he addressed next steps which would begin with communication to involve local stakeholder and the overlapping taxing bodies such as District 87. He thanked the Council for the opportunity to address them.

Alderman Schmidt thanked the students for their efforts. She noted that their report addressed the pros and cons of a TIF. She noted that there was a specific map for the Downtown TIF. She believed that TIF could be more strategic and project based.

Mr. Smith noted that there needed to be some boundaries when establishing a TIF.

Alderman Stearns stated that the report was well done. She expressed her appreciation to the students. She had also researched TIF Districts. She questioned if there had been a review of the Downtown TIF and any change to the Downtown's EAV.

Mr. Smith acknowledged that he was familiar with this TIF. There were a variety of opinions regarding same.

Alderman Stearns had never seen the EAV figures. She questioned if there had been a change to the Downtown's EAV.

Alderman Schmidt believed that the Council had been provided with this information. Mike Ireland, former Township Assessor, had prepared the information. She believed that this information had been included in the Downtown Plan.

Alderman Stearns believed that these figures would be good information to have. She stressed that there were advantages and disadvantages to TIF Districts. She noted the endorsement of a TIF for West Bloomington.

Mr. Smith stated that further consideration of a TIF for West Bloomington would commence with a feasibility study. West Bloomington was well positioned for a TIF.

Alderman Stearns believed that it would be difficult to forecast the success of such a TIF.

Alderman Painter expressed her appreciation to the students. She questioned public engagement.

Ms. Robinson noted that public engagement would be a question for the Council. At this time, she questioned if the Council was interested in moving forward. IWU Action Research Center could provide student interns next semester to address marketing

strategies. The processes needed to be transparent. It would be important to have all interested parties at the table.

Alderman Black thank the students for their efforts. At a high level, he questioned if there were trends regarding TIF and EAV. He also questioned what traits and/or characteristics led to success and/or failure.

Mr. Smith believed that successful TIF started with a small commercial development. This development needed to be something new. TIF that had failed made poor investments, spent too much money, etc. For unsuccessful TIF, there were a number of reasons why they failed. He cited an office building in the City of Springfield that had questionable approval.

Alderman Black restated his appreciation for the students' effort. The City would be able to build on their report.

Alderman Fazzini informed the Council that he had attended a seminar regarding financing in IL. TIF from four (4) other states were studied. Two (2) key factors determined a TIF success: 1.) management of the TIF once established and 2.) a solid business plan for success. A TIF District needed to be broad and kept fairly simple.

Alderman Lower thanked the students for their presentation. He questioned if they had analyzed crime data both before and after a TIF. He questioned if foreclosure rates had been examined.

Mr. Smith responded negatively.

Alderman Lower expressed his opinion that TIF raised property values which resulted in higher property taxes without raising the property owner's income. TIF artificially raised EAV.

Alderman Mwilambwe thanked the students for their efforts. He questioned if the City had any sense of the other taxing bodies reaction to this TIF.

Mayor Renner informed the Council that he had spoken with Barry Reilly, District 87's Superintendent, approximately a year ago. The City needed to be strategic.

Alderman Mwilambwe cited gentrification as a potential TIF concern.

Mr. Smith noted that some had thought about same. He cited Alderman Lower's comments. TIF were not a be all end all. Other projects would be needed. He restated that the research focus on commercial TIF. There were some residential TIF which had focused on streetscaping. West Bloomington would include both.

Mayor Renner thanked all of the groups that had been involved in this project. He looked forward to continued discussion.

The following was presented:

SUBJECT: Locust St. Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Phase 2 Construction Budget

RECOMMENDATION/MOTION: That this project be conceptually approved for the State Revolving Loan Fund.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term; 2c. Functional, well maintained sewer collection system; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: In compliance with Illinois Environmental Protection Agency (IEPA) policy for control of CSO, the City developed a Long Term Control Plan (LTCP) to identify CSO locations as a tool to work toward elimination of CSOs within the City's sewer system. Of the seven (7) CSO locations originally identified, the only remaining locations are at Locust St., Colton Ave., and Maizefield Ave. The Colton CSO has been temporarily sealed off with sandbags for the past several years. The Maizefield CSO location is currently under a professional services contract to determine the most cost effective means of eliminating that CSO.

This Locust St. CSO Elimination and Water Main Replacement Phase 2 project includes installation of new sanitary sewer main to separate storm and sanitary flow in the Locust/Colton sewershed. It also includes installation of a new water main to upgrade the water system within the construction limits. Moore and Warner Streets will receive new curb and gutter along with a new hot mix asphalt street. Washington St., Mercer Ave. and Grove St. will be resurfaced in the areas impacted by the construction, but will not receive new curb and gutter except in those areas impacted by construction.

On June 10, 2013, Council approved a design contract for \$285,355 with Clark Dietz, Inc. to prepare plans and specifications for this project. The following excerpt is a paragraph from the June 10, 2013 Council Memo:

The City anticipates applying for and utilizing, the State Revolving Loan Fund (SRLF) for water and wastewater projects from the Illinois Environmental Protection Agency (IEPA) as the revenue source for construction funds to build this project. The SRLF provides a low interest rate and a twenty (20) year repayment schedule. City Council approval will be required prior to acceptance of an IEPA Loan.

As approved by the Council, the City applied for and has received approval from the IEPA for the SRLF. The Council will have final loan approval when the bid opening is taken to the

Council. At that point, final authorization of the funds will need to be given by the Council and provided to the IEPA for loan authorization.

Since all project funding will be from Enterprise Funds, there is no impact on the General Fund. All funding is anticipated to be taken from the Storm Water, Sanitary Sewer and Water Transmission and Distribution Enterprise Funds. Loan payments to the IEPA are not anticipated to begin until the 2016 - 2017 Fiscal Years.

Field survey information was collected last summer. Engineering design work is now complete. The plans and specification for the Locust St. CSO Elimination Phase 2 project are ninety-five percent (95%) complete.

Proposed Draft Timeline	
Advertise Bid	June 13, 2014
Open Bid	July 28, 2014
Council Approved Bid and FY 2015 Budget Amendment	August 11, 2014
IEPA Bid/Loan Approval	August 25, 2014
Notice to Proceed	September 1, 2014

Proposed construction work schedule: Washington St. from Moore to Mercer in fall 2014; Washington St. final surface to be complete before winter shut down with no additional work until spring 2015; begin construction on Warner, Moore, Mercer and Grove in spring 2015 with all work to be complete by November 15, 2015; and finalize loan with first loan payment due May 15, 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public meetings were held during the planning and design stage of the Phase 1 project. An additional public meeting will be scheduled to update residents impacted by this proposed Phase 2 construction after approval of the budget.

FINANCIAL IMPACT: Of the \$3,430,000 in project costs, there is only \$30,000 of non-eligible loan expenses. The three (3) funds involved in this project have the following projected fund balances as of April 30, 2014: Sanitary Sewer Fund \$2.5 million, Water Fund \$21.5 million and Storm Water Fund \$.7 million. The loan program works on a reimbursement basis for all loan eligible expenditures. This means the City pays the full costs of the project and is subsequently reimbursed by the IEPA where a twenty (20) year, two percent (2%) loan is then executed. Below is the estimated total cost by fund next to an annual debt service estimate (which is estimated to begin in the FY 2016 budget).

Please note that the Storm Water fund will be unable to support this added debt service past FY 2016. However, both the Sewer and Storm Water funds will begin a rate and fee study in FY 2015. Storm Water fees have not been increased since FY 2004.

IEPA Loan Eligible	2015 Budget	Est. Annual Debt Service
Storm Water (53103100-72555-57900)	\$1,000,000	\$60,000
Sanitary Sewer (51101100-72555-57900)	\$1,000,000	\$60,000
Water Transmission & Dist. (50100120-72545-57900)	\$1,400,000	\$85,000
Total IEPA Loans:	\$3,400,000	-
Loan Non-Eligible	2015 Budget	
Sanitary Sewer (51101100-72530-57900)	\$15,000	-
Water Transmission & Dist. (50100120-72530-57900)	\$15,000	-
Total Loan Non-Eligible:	\$30,000	-

*The project completion date is estimated to be December 2015 which has been used to estimate the annual debt service by fund (** loan based on 2% level debt service for 20 years – only 8 months of the annual debt service would be paid in year one).*

Respectfully submitted for Council consideration.

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

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

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

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This item involved Phase 2 of the Locust/Colton Combined Sewer Overflow (CSO) project. He cited City staff discussion regarding this project. This item had not been included in the FY 2015 Budget. Phase 1 had a cost of \$10 million. City staff had learned from this project.

Jim Karch, Public Works Director, addressed the Council. Phase 2 was a smaller project. He highlighted the fact that the City had eighty-two (82) miles of combined sewers. He noted that there also were 280 miles of sanitary sewers and 230 miles of storm sewers. In addition, there were other types of sewers, (drain tile, sanitary force main and street centerline), which equaled 524 miles of pipes. The IL Environmental Protection Agency (IEPA) regulated combined sewers with a permit which addressed overflow pipes.

The City currently has an approved Long Term Control Plan (LTCP) on file with the IEPA. There were two (2) CSO left in the City. Lessons were learned from Phase 1. Things would be done differently during Phase 2. He cited street resurfacing as an example. Curb and gutter would be replaced on two (2) of the smaller streets involved in this phase. There will be a drivable surface for the winter shut down. He presented the Council with a time line/schedule for Phase 2. This would be ongoing process. A key goal was the IEPA's low interest loan, (twenty/20 years at two percent/2%). Payment commenced when the project was completed.

Mr. Hales cited City staff's concern regarding the fiscal health of the Sewer and Storm Water Management Funds. He also cited debt service costs. These two (2) funds were used to address operational and capital expenses. Both funds would be audited. He also addressed the Capital Improvement Program, (five/5 and twenty/20 year). This program would include sewer and storm water projects. The City had received the Sewer Master Plan which had an estimated cost of \$139 million. In addition, there was the Infill/Infiltration (I & I) issue on the City's east side which impacted the Bloomington Normal Water Reclamation District's Randolph plant.

Mr. Hales also informed the Council that the City paid the cost up front and the state then reimbursed the City.

Mr. Karch added that there was an outstanding reimbursement from the state for Phase 1 in the amount of \$2 million.

Mr. Hales noted the City's concern regarding payments from the state. There had been changes made to the contract documents. The contract would include performance standards. He cited providing a hard surface over the winter as an example. There was the potential for higher costs. He noted the City's concern regarding customer service complaints. The Council had the time frame. He restated that there would be performance standards. The City was required to work with the IEPA to eliminate CSO. The IEPA expressed willingness to grant this loan to the City. City staff was requesting conceptual approval to move forward with Phase 2.

Alderman Sage noted the City's proactive relationship building with the IEPA. The City wanted to retain control of its efforts to address CSO from planning to funding, etc.

Alderman Lower questioned the interest rate for Phase 1. He believed that it had been four percent (4%).

Mr. Karch informed the Council that Phase 1 interest rate was 1.25% with twenty-five percent (25%) principal forgiveness.

Alderman Lower questioned back up financing plans.

Mr. Hales cited other options such as issuing Revenue Bonds. He noted these funds low balances. He restated that the Sewer Master Plan had an estimated cost of \$130

million. There must be revenue to pay these costs. General Obligation Bonds were another option. The state has offered two percent (2%) over twenty (20) years. The City would be able to avoid overhead costs by accepting this loan.

Alderman Lower noted that state's short term arrears.

Mr. Karch noted that the state will require binding ordinances that the loan would be repaid.

Alderman Fazzini cited the City of Peoria which was under an IEPA mandate to address its CSO. He questioned if the City had come close to same. The form Administration & Finance Committee had considered other projects for potential bond issues.

Mr. Karch noted that the City had not been given a date certain by the state. IEPA had been pleased with the City's plans to move forward. The City had an approved LTCP and had been proactive.

Alderman Fazzini added that the City was headed in the right direction and had a good relationship with the IEPA.

Alderman Fruin questioned if the repayment issue should be address with the City's state legislators.

Mr. Karch informed the Council that City staff had reached out to the IEPA. The City was encouraged by IEPA's response.

Mr. Hales added that the City was insuring that the IEPA had everything it needed. He recommended that the City before reaching to the legislators.

Alderman Fruin questioned material for the FY 2016 budget discussion.

Mr. Karch restated the Sewer Master Plan which had an estimated cost of \$139 million.

Alderman Stearns noted that the City had completed Phase 1 and the Council had been presented with Phase 2. She questioned the long term plan.

Mr. Karch noted that thirty-five percent (35%) of the project was completed.

Alderman Stearns cited Phase 1 concerns. There had been comments from neighborhood residents. She questioned if there would be a neighborhood meeting held. She also questioned if this project was related to the \$10 million bond issue. She added that there appeared that there would be a rate/fee study.

Mr. Karch stated that the rate study would be part of the Sewer Master Plan. The Storm Water Management Fund was established in 2004. There had been no increase to this fee. The City did not have the funds needed to address sewer projects.

Alderman Stearns stated that the Council had been warned that City staff would be researching sewer/storm water rates.

Motion by Alderman Stearns, seconded by Alderman Fazzini that this project be conceptually approved for the State Revolving Loan Fund.

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:

Discussion of FY 2016 Budget Priorities.

Mayor Renner introduced this project.

Alderman Sage presented a framework. He presented a summary and addressed next steps. Information had been provided to the Council last fall. It addressed priority based budgeting as a scope of work. There was a framework for the process which address deliverables. The Council would own/control the process. He encouraged all to read and review this material.

Mayor Renner added that the information would be distributed to the Council again.

Alderman Sage addressed the conceptual framework: Strategic Plan and Citizen Summits. The Strategic Plan addressed principals, priorities and values. He encouraged the Council to review same. He noted the amount of work that had been completed by City staff. Council memorandums were linked to the City's Strategic Plan's Goals and Objectives. Citizen Summits involved over 100 residents from all areas of the City. The basic conversation addressed priority services to the citizens. The Council had citizen feedback. These three (3) items provided the framework. The Capital Improvement Program (CIP) would assist with prioritization. There were available resources which involved no cost. The Council needed to address next steps. He believed that the City had a conceptual framework that was current and valid.

Mayor Renner expressed interest in the consistency of the Citizen Summits. He planned to meet with the IL Technology Institute, (ITI). The ITI offered no cost services. There was an opportunity to receive assistance with budget and budgeting priorities.

Alderman Sage believed that a meeting had been scheduled.

Alderman Stearns noted that the discussion had involved high level concepts. She had specific questions. She also requested copies of the Citizen Summit documents and questioned when these events had been held.

Alderman Sage believed that the second Citizen Summit was held in 2011.

Alderman Stearns believed that the City needed to host another Citizen Summit.

Alderman Fruin believed that all would benefit from additional organization. There needed to be service/expense reductions. The Citizen Summits were dated. There were new concerns, (pensions, roads, new taxes, etc.) Citizen Summits provided a good process. The existing reports provided a benchmark. The City needed to engage and educate the citizens.

Alderman Sage believed that this was an opportunity to leverage the new Communication Manager.

Mayor Renner noted that the City had a base line. He believed that there were consistencies.

Alderman Black informed the Council that he had forwarded them an email. He had participated in the 2009 Citizen Summit. The themes were similar. The word priorities needed to be defined. The Council needed to determine the meaning of this word in relation to the budget process. He believed that there would be tradeoffs. The Council needed to do a better job of listening to the citizens.

Mayor Renner thanked the Council for their comments.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He thanked them for their patience and understanding during his recent absence. He recognized Mike Kimmerling, Fire Chief for acting as the Interim City Manager. He also thanked Patti-Lynn Silva, Finance Director and Carla Murillo, Budget Manager, for their efforts on the budget.

It was time to move forward with priorities. He informed them that he had spoken with the City's department heads regarding a Citizens Academy. This would be a pilot project. The program would be from six to nine (6 – 9) months. It would meet once a month. It would be a training/learning opportunity. Participation would be limited to twenty to thirty (20 – 30) people.

Citizens would learn about City services. The Academy would provide an in depth education which would result in informed and engaged citizens. The pilot would be low cost and take minimal staff time. The value of the Academy would be informed residents who would have knowledge of City services, costs and federal and state mandates. He hoped to grow the program. Citizens would share their experiences. The City could share its vision for the future and let residents know the challenges the City was facing. There would be an application and selection process. Additional information would be presented in the near future. The Academy represented citizen engagement.

Mayor Renner thanked Mr. Hales for the information. Discussions had been held regarding this topic. It had been announced at the Mayoral Open House. Council would have the opportunity to hear from informed citizens. These individuals would become knowledgeable candidates for service on boards and/or commissions. Council would act as the Search Committee. He suggested that City project could become a part of the Academy.

MAYOR'S DISCUSSION: Mayor Renner thanked Alderman Black for hosting the Mayoral Open House on Friday, May 9, 2014. He was attending a ribbon cutting ceremony at Behr, ADDRESS.

He also recognized Alton Franklin's suggestion that City department heads attend the Mayoral Open Houses. John Kennedy, Parks, Recreation & Cultural Arts Director, would attend the June 6, 2014 Mayoral Open House. He also addressed the time for same. Currently, Mayoral Open Houses were held from 4:00 – 5:30 p.m. He planned to change the time to 4:30 – 5:45 p.m. He was open to suggestions that would make these meetings more productive.

He updated the Council regarding the Central IL Mayors meeting with Governor Pat Quinn. The IL Environmental Protection Agency was considering allowing PCB to be stored above the Mahomet Aquifer. He hoped for an answer.

He also reported on the Rt. 66 Visitor Center. The application was delivered on time. He hoped this project would be granted funding.

He addressed the twenty-fifth anniversary of Constitution Trail.

Finally, he welcomed back Alderman Sage and David Hales, City Manager.

ALDERMEN'S DISCUSSION: Alderman Fazzini addressed the Citizens Academy. He expressed support for the idea. He noted that there approximately 7,000 Indians in the community. The City needed to coordinate its activities with the McLean County Chamber of Commerce's Leadership McLean County program and the Multi-Cultural Leadership Program. These programs had established interview processes and could provide assistance to the City.

He addressed the issue of team work. Former Alderman John Hanson requested a meeting with himself and City staff to address the recent pavement preservation program. The residents of Brookridge Subdivision was not pleased with the City's efforts. Jim Karch, Public Works Director, attended a Saturday morning with him. There were approximately thirty (30) people in attendance. The residents were not pleased with the dust. Mr. Karch addressed the street preservation program, what did not work, and how the City was addressing same. There had been a good exchange of ideas. He had received thank yous via email.

Alderman Black addressed the Police Department's Facebook page. It was a good tool and encouraged those present to like this page. He hoped that the Communication Manager would be involved in public education from this point on.

He informed the Council that he had hosted Pepperidge School 5th graders. It was a good learning opportunity. He thanked City staff for their assistance.

He made a request for a Council photograph to be taken in front of the City Hall fountain. This needed to be made a priority as a symbol of togetherness.

Alderman Stearns addressed the Citizen Academy. She had heard of same and found the concept interesting. She expressed her interest in Council engagement regarding same.

She also announced that there was committee consisting of herself and Aldermen Schmidt and Sage regarding the Korean/Viet Nam memorial at Miller Park. She recognized the restoration work on same. This memorial occupied a sacred spot. The bronze flame had been restored. There would be a ceremony on Memorial Day to recognize the restoration work.

Alderman Mwilambwe addressed the Citizen Academy. He expressed support for same. He noted twenty (20) people and nine (9) months. He addressed the number of people and the length of time. He recalled his participation in a similar program with the Town of Normal. It was an eight (8) week program that met once a week.

He expressed his appreciation for the effort to bring more structure to the budget process. The Council needed to stay focused on the big picture. He planned to review the City's Strategic Plan. He believed that a process would be helpful.

Alderman Painter also addressed the City Academy. She was excited about same. She echoed Alderman Mwilambwe's comments regarding same and offered her assistance.

Alderman Lower was glad that the meeting had a civilized tone during the budget discussion. He expressed his support for the Citizen Academy. He cited his experience with the Boy Scouts and recommended that Eagle Scout candidates be included in the Academy.

Alderman Fruin addressed the Citizen Academy. The Town of Normal has had a successful program for years. He noted Council's interest in same. A Citizen Academy would bring citizen engagement.

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

Motion carried.

**Tracey Covert
City Clerk**

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FOR COUNCIL: May 27, 2014

SUBJECT: Bills and Payroll

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 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 May22, 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: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: May 27, 2014

SUBJECT: Annual Assessment for the City's Participation in the State Mandated Joint Utility Locating Information for Excavators (JULIE) System

RECOMMENDATION: That the payment be approved.

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

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

BACKGROUND: The City is required to be a member of the state wide one (1) call system known as the JULIE system. The City's participation is required by state law. The JULIE system started in 1974 in Will County and was expanded to the entire State in 1980. The law required all municipalities to join (specifically eliminating the home rule exemption) in 2002. The City became a member in 2002. As part of the participation in this system, member utilities must pay into the system the pro rata share of the usage of the system. The City's share has been calculated at \$19,572.32 based upon the number of utility locates requested for the utilities (water, stormwater, sewer, street lights and traffic lights) that are the responsibility of the City. The calculation is made annually based upon the number of JULIE locates from the previous year.

The City must investigate every request for utility locations of its utilities (water, stormwater, sewer, street lights, sump pump lines and traffic lights) and of utilities that it is contracted to locate (State of Illinois owned traffic signals and Bloomington and Normal Water Reclamation District (BNWRD) facilities). Some locate requests can be "cleared" without physically traveling to the location site. However the majority of locate requests require traveling to the site and marking the City utilities within the requested work zone. The City must locate buried infrastructure to within eighteen (18) inches of the infrastructure, regardless of how deep the infrastructure is buried. In 2013, the City received approximately 40,700 JULIE requests and all of these requests are handled by the Water Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This expense will be paid by charging fifty percent (50%) or \$9,786.16 to the Water Transmission & Distribution - Other Professional and Technical Services (50100120 - 70220), twenty-five percent (25%) or \$4,893.08 to Sewer - Other Professional and Technical Services (51101100 - 70220) and twenty-five percent (25%) or \$4,893.08 to Storm Water - Other Professional and Technical Services (53103100 - 70220). Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on pages 116, 129 and 137 respectively.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Invoice

Motion: That the payment be approved.

Motion: _____ Seconded by: _____

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

Year-To-Date Activity Statement
01/01/2014 - 03/31/2014



JULIE, INC.
P.O. BOX 2800
BEDFORD PARK, IL 60499-2800
TIN 36-2944012

PAGE:	1
DATE:	03/31/2014

Customer Number: BLOM0A
BLOOMINGTON, CITY OF
P. O. BOX 3157
ATTN: WATER DEPT.
BLOOMINGTON, IL 61702-3157

For Questions Regarding Account Balance Call:
(815) 741-5952

To Request A Locate Dial 811
For All Other Inquiries Call: (815) 741-5000

PURCHASE ORDER NUMBER	CUSTOMER NUMBER BLOM0A	PAYMENT TERMS PER 2014 ANNUAL ASSESSMENT
-----------------------	---------------------------	---

DATE	DESCRIPTION	AMOUNT
	Balance as of 01/01/2014:	0.00
	YEAR-TO-DATE TRANSACTIONS:	
01/10/2014	INVOICE 2014 ANNUAL ASSESSMENT INVOICE #: 2014-0130	19,572.32
	Balance as of 03/31/2014:	<u><u>19,572.32</u></u>

2014 ANNUAL ASSESSMENT PAYMENT SCHEDULE					
Annual Payment		Semi Annual Payments		Quarterly Payments	
Due Date		Due Date		Due Date	
		08/20/2014		04/20/2014 08/20/2014 11/20/2014	

PLEASE SEND PAYMENT TO:
JULIE, INC.
P.O. BOX 2800
BEDFORD PARK, IL 60499-2800

Statement Date: 03/31/2014

Amount Enclosed: \$ _____

Balance as of 03/31/2014 is \$19,572.32

Customer Number: BLOM0A
BLOOMINGTON, CITY OF

Please refer to your 2014 Annual Assessment Invoice for remittance dates and amounts



FOR COUNCIL: May 27, 2014

SUBJECT: Request to purchase a Skid Steer Compact Track Loader for the Public Works Department's Streets Division

RECOMMENDATION/MOTION: That the purchase of a Bobcat T650 Compact Track Loader from Bobcat Company, West Fargo, ND using the National Joint Powers Alliance Contract Number 060311 - CEC be approved, in the amount of \$74,657.19, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Public Works Department's Street Division currently has a 2010 Bobcat S185 compact wheel loader with a 24" milling attachment. It is used primarily to grind and remove asphalt from severely degraded street surfaces. This has been effective in improving the road surfaces and expanding the useful life of the City's streets. The new machine is larger and can accommodate a 40" milling attachment. It also has rubber tracks in place of wheels. This is to provide consistent asphalt material removal for a smoother finished repair. The addition of this equipment will increase the efficiency of Street Division employees in this task by 166 percent. This machine is currently in stock at the local dealership and can be delivered promptly. Immediate delivery will increase the number of days the unit can be utilized this year for street repairs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Capital Lease has \$70,000 budgeted this fiscal year in line item Capital Lease - Capital Outlay Equipment Other than Office (40110131 - 72140). The replacement unit will cost \$74,657.19. The difference of \$4,657.19 will be paid from Street Maintenance - Street Repairs & Maintenance (10016120 - 72140) into the FY 2015 Capital Lease budget to cover the difference. There has been an increase of over \$3,700 in the cost of the unit due to finalization of the Tier 4 Emissions System. Stakeholders can locate the FY 2015 Capital Lease budget in the FY 2015 Proposed Budget Book titled "Other Funds and Capital Improvement Program" on page 96.

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Quote
Attachment 2. Photo

Motion: That the purchase of a Bobcat T650 Compact Track Loader from Bobcat Company, West Fargo, ND using the National Joint Powers Alliance Contract Number 060311 - CEC be approved, in the amount of \$74,657.19, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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



Bobcat

Product Quotation

Quotation Number: TMZ-04571

Date: 2014-04-30 10:39:17

Customer Name/Address:	Bobcat Dealer	Contract Holder/Manufacturer
CITY OF BLOOMINGTON Attn: ROB KROENES 109 E OLIVE ST BLOOMINGTON, IL 61701	Matt Bobcat of Bloomington 13955 CAROLE DRIVE BLOOMINGTON IL 61701 Phone: (309) 820-7543 Fax: (309) 828-7820	Bobcat Company PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8755 Fax: 701-280-7860 Contact: Terri Zastrow

Description	Part No	Qty	Price Ea.	Total
T650 Millionth T4 Bobcat Compact Track Loader (Dealer Inventory-T1ML11177)	M0299	1	\$48,450.76	\$48,450.76
74 HP Tier 4 Turbo Diesel Engine A71 Option Package: <ul style="list-style-type: none"> Cab Enclosure with Heat/AC, Cab Accessories Package, Power Bob-Tach, Sound Reduction Package, Deluxe Instrumentation Panel, Attachment Control Kit Millionth Loader Package: <ul style="list-style-type: none"> Black Diamond Plating (lower rear upright), Stainless Steel Exhaust, Lift Cylinder Cushioning, Intermittent Wiper, Special Edition Air Ride Seat, Chrome Vent Accents, Two-tone Interior, 1M Serial Number Plate, Commemorative 1 Million Bobcat Loaders Decal Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights				
	Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab <ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" wide Warranty: 12 Months, Unlimited Hours			
A91 Option Package	M0299-P01-A91	1	\$2,950.38	\$2,950.38
Selectable Joystick Control (SJC)	M0299-R01-C04	1	\$2,035.00	\$2,035.00
Radio	M0299-R26-C02	1	\$293.78	\$293.78
74" Low Profile Bucket	6731421	1	\$792.68	\$792.68
--- Bolt-On Cutting Edge, 74"	6718007	1	\$227.36	\$227.36
40" Planer, High Flow	6726632	1	\$18,819.88	\$18,819.88
Total of Items Quoted				\$73,569.84
Freight Charges				\$1,087.35
Quote Total - US dollars				\$74,657.19

Signature: _____ P.O.: _____

*Prices per the NJPA Contract #060311-CEC. Effective: 11-15-2012 to 07-19-2014

*Customer must be a Coop Member to buy off contract - Log onto www.njpacoop.org if not a member to sign up.

*Terms Net 30 Days. Credit cards accepted.

*FOB Origin - Prepay and Add to Quote

*Delivery: 90 days from ARO.

*State Sales Taxes apply.

*TID# 38-0425350

P.O. Must be written to Bobcat Co. at above address

***Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, West Fargo, ND 58078.**



Bobcat
of BLOOMINGTON
309-820-5K10
Sales Service Parts Rentals

2
SPEED

Bobcat

est. 1958
1 MILLION
BOBCAT LOADERS

Warning symbol: a triangle with an exclamation mark and a hand icon, indicating a safety hazard.



FOR COUNCIL: May 27, 2014

SUBJECT: Request to purchase a F-250 Four-Wheel Drive Crew Cab Pickup Truck for the Fire Department's Training Officer

RECOMMENDATION/MOTION: That the purchase of a Ford F-250 Four-Wheel Drive Crew Cab Pickup Truck from Bob Ridings Inc., Taylorville, IL utilizing the State of Illinois Joint Purchasing Contract #4017340 be approved, in the amount of \$28,974, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: Over the last four to five (4-5) years, the Fire Dept. has reduced the number of ancillary vehicles assigned due to reduction in staffing levels, specifically the Deputy Chief of Administration (DCA). Now that the DCA position has been filled, the Fire Dept. needs to increase its fleet. With the completion of the training tower and continued development of the training program and facility, the Training Officer needs a vehicle that has both hauling and towing capabilities. The Training Officer will be responsible for gathering materials used in training such as pallets, straw, plywood, and assorted props. There are two (2) trailers that need to be moved to and from training sites. A crew cab equipped truck is necessary for the ability to store personal protective equipment and response equipment. It also allows multiple personnel to travel to statewide meetings and training. This vehicle will be a take home unit due to the need to respond to emergency calls after hours. A vital part of emergency operations is the Incident Safety Officer. This responsibility falls to the Training Officer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Fire Dept. has \$34,000 budgeted this fiscal year in the FY 2015 Adopted Budget under the FY 2015 Capital Lease - Capital Outlay Licensed Vehicles (40110131 - 72130). The replacement unit will cost \$28,974. Stakeholders can locate this in the FY 2015 Proposed Budget titled "Other Funds & Capital Improvement Program" on page 215.

Respectfully submitted for Council consideration.

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

Reviewed by: Eric Vaughn, Deputy Chief - Fire Administration

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

Attachments: Attachment 1. Quote

Motion: That the purchase of a Ford F-250 Four-Wheel Drive Crew Cab Pickup Truck from Bob Ridings Inc., Taylorville, IL utilizing the State of Illinois Joint Purchasing Contract #4017340 be approved, in the amount of \$28,974, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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

**Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Wednesday, May 21, 2014

ROB KRONES
CITY OF BLOOMINGTON
336 S MAIN ST
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois Purchase Contract # 4017340. We are pleased you are again considering us for your new truck and we can order it as follows. Note delivery is estimated in 90 days after your order.

1	2015 Ford F250 Crew Cab 4x4 Pickup	
	Includes All Standard Pkg Equipment	
	6.2 Litre V8 w/6spd Automatic 10,000 GVWR	
	Air Conditioning, Tilt Wheel, AM/FM Stereo	
	HD Trailer Pkg w/Hitch & Wiring	\$23,490.00
	USE 8ft LONG Bed	\$180.00
ADD	Cruise Control	\$195.00
	AM/FM w/CD	\$250.00
	WITH SYNC Bluetooth System	\$350.00
	Power Windows/Locks/Mirrors	\$1025.00 (Heated Mirrors)
	Auxil Springs & Stabilizer Bar	\$150.00
	Electric Shift on the Fly 4x4	\$175.00
	3.73 Electronic Locking Axle	\$330.00
	All Terrain Tires	\$120.00
	Snowplow Prep Pkg	\$75.00
	Daytime Running Lights	\$40.00
	Built in Factory Trailer Brake	\$195.00
	Factory CD Service Manual	\$225.00
	(2) Extra Keys, NO Remote	\$50.00
	Factory Running Boards	\$350.00
	Molded Mudflaps, Set	\$125.00
	Factory Spray in Bedliner	\$475.00
	Rustproof & Undercoat	\$249.00
	Built in Parking Lamp Strobe System	\$650.00 Use LED
	Delivery to your Location	\$275.00
	New Municipal Lic & Title	NOT ORDERED
	F1 Bright Red Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	YOUR COST, P/O # Pending	\$28,974.00

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
Please contact me with any questions and thanks for your business!

Sincerely,
Todd Crews
Fleet Sales Manager



FOR COUNCIL: May 27, 2014

SUBJECT: Request to Purchase a Pursuit Package Chevrolet Tahoe for the Fire Department

RECOMMENDATION/MOTION: That the purchase a 2015 Chevrolet Tahoe from Currie Motors, Forest Park, IL, using the Northwest Suburban Purchasing Cooperative Contract Number 147 be approved, in the amount of \$34,022.64, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: Staff recommends the pursuit rated vehicle because of its heavy duty design features. It has StabiliTrak which is a stability control system with Proactive Roll Avoidance and Traction Control. This is needed to lessen the chance of a rollover on a four wheel drive vehicle. The unit is equipped with external engine and transmission oil coolers to extend component life. It will come pre-wired for some of the emergency equipment that will be transferred from the existing unit. It will be equipped with a 170 amp alternator to handle the electrical load of existing the emergency equipment.

Staff requests that the existing unit be declared surplus and disposed of in accordance with Chapter 16. Finance, Section 57. Disposal of Surplus Property.

The unit to be replaced is a 2007 Ford Expedition. This unit has over 60,000 miles at this time. Normal replacement of a vehicle of this type would be ten (10) years or 100,000 miles. This unit has been assigned to an ambulance classification due to its use. The normal replacement cycle for an ambulance is five (5) years. This unit is used as the backup vehicle for the first responding life support vehicle to provide emergency service to outlying communities. Total maintenance cost for the Expedition is \$16,395.51 to date. The fire equipment will be transferred from the existing unit to the replacement unit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The replacement unit is budgeted in the City's FY 2015 Budget under Capital Lease - Capital Outlay Licensed Vehicles (40110130 - 72130). The unit is budgeted at a cost of \$35,755. The actual cost for the replacement is \$34,022.64. Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds and Capital Improvement Program" on page 215.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works
 Reviewed by: Eric Vaughn, Deputy Chief – Fire Administration
 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

Attachments: Attachment 1. Order Form
 Attachment 2. Photo

Motion: That the purchase one (1) 2015 Chevrolet Tahoe from Currie Motors, Forest Park, IL, using the Northwest Suburban Purchasing Cooperative Contract Number 147 be approved, in the amount of \$34,022.64, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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



2015 Chevrolet Tahoe Police Patrol Package

Contract# 147

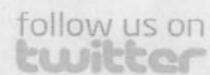


Currie Motors Fleet

“Nice People To Do Business With”

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: 03/2015



Currie Motors Chevrolet
SPC Contract Winner
2015 Chevrolet Tahoe Police
Patrol Package
Contract #147
Call Tom Sullivan (708) 562-4500

Standard Package: \$27,608.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 100,000 Power train

Audio system, AM/FM stereo with CD player and auxiliary input jack, includes 2 USB ports and 1SD card reader

Audio system feature, 6-speaker system
Audio system feature, single-slot CD/MP3 Player

Automatic Occupant Sensing System, sensor indicator inflatable restraint, front passenger

Assist handles, front passenger and second row outboard

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Climate control, dual-zone automatic

Defogger, rear-window electric

Door locks, power programmable with lockout protection. Auto Lockout is disabled on Driver door

Instrumentation, analog with certified 150 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer

Key, 2-sided

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats, lower anchors and top tethers located in all second row seating positions

Lighting, interior with dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Mirror, inside rearview manual day/night

OnStar, 6 months of Directions and Connections plan

1 Visit onstar.com for coverage map, details and system limitations. Services vary by model & conditions.

Power outlets, 3 auxiliary, 12-volt, includes 2

on the instrument panel and 1 in the cargo area

Power outlet, 110-volt, 1.1 Amp, 150 Watt

Rear Vision Camera

Safety belts, 3-point, driver and front passenger in all seating positions

Steering column, Tilt-Wheel

Steering wheel, vinyl

Theft-deterrent system, content, electrical, unauthorized entry

Theft-deterrent system, vehicle, PASS-Key III

Tire Pressure Monitor System, air pressure sensors in each tire with pressure display in Driver Information Center

Warning tones, headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

Windows, power, with express down and express up front doors and lockout features

Daytime Running Lamps, with automatic exterior lamp control

Door handles, Black

Exterior ornamentation delete

Glass, deep-tinted (all windows, except light tinted glass on windshield and driver- and front passenger-side glass)

Liftgate, rear manual

Mirrors, outside heated power-adjustable, manual-folding

Mirror caps are Black

Tires, P265/60R17 all-season, police, V-rated

Tire, spare P265/60R17 all-season, police, V-rated

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Windshield, solar absorbing, shaded upper

Wiper, rear intermittent with washer
Wipers, front intermittent, Rainsense
Windshield style, acoustic laminated glass
Air cleaner, high capacity
Alternator, 170 amps, high output
Battery, 660 cold cranking amps with 80 amp hour rating
Power supply, 100-amp, auxiliary battery, rear electrical center
Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness
Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Cooling, external engine oil cooler, auxiliary, heavy-duty air-to-oil integral to driver side of radiator
Engine, 5.3L EcoTec3 V8, with Active Fuel Management, Direct Injection, Variable Valve Timing and Flex Fuel, includes aluminum block construction
GVWR, 6800 lbs. (3084 kg)
Rear axle, 3.08 ratio
Steering, power, electric Z56

Suspension, heavy-duty, police-rated, front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs
Trailer equipment, heavy-duty
Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions Note: Head curtain side-impact included for third row seating positions, even though seat has been deleted.
Requires (AZ3) 40/20/40 split-bench front seat. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.
SiriusXM Satellite Radio, delete
Cruise control, electronic with set and resume speed
Floor covering, Black rubberized vinyl
Identifier for Police Patrol Vehicle
Remote Keyless Entry, extended-range
Seats, front 40/20/40 split-bench, 3-passenger,

Contract# 147

Model-Options

<input type="checkbox"/>	Police Patrol Vehicle 4-Wheel Drive	3790.00
<input checked="" type="checkbox"/>	Special Service Package Vehicle 4-Wheel Drive	3180.00

Options – Exterior

<input type="checkbox"/>	Exterior body colored parts-Blue	154.00
<input type="checkbox"/>	Exterior body colored parts-Dark Blue Metallic	154.00
<input checked="" type="checkbox"/>	Exterior body colored parts-Victory Red	176.00
<input type="checkbox"/>	Special Paint Solid	264.00
<input checked="" type="checkbox"/>	Recovery hooks	105.60
<input checked="" type="checkbox"/>	Front and rear splash guards	136.40
<input type="checkbox"/>	Painted body-side moldings	242.00
<input type="checkbox"/>	Push bumpers	695.00
<input type="checkbox"/>	Non Tinted Solar Glass	-259.60

Options – Interior

<input type="checkbox"/>	Driver Alert Package Includes Forward Collision Alert, Lane Departure Warning and Power adjustable pedals (requires front bucket seats)	678.00
<input type="checkbox"/>	Inoperative rear doors	52.00
<input type="checkbox"/>	Inoperative rear window switches	50.16
<input type="checkbox"/>	Red/White Auxiliary dome light	149.60
<input checked="" type="checkbox"/>	OnStar delete (Bluetooth delete included)	-74.80
<input type="checkbox"/>	Adjustable power pedals	132.00
<input type="checkbox"/>	Power Front passenger seat	176.00
<input type="checkbox"/>	Carpeted floor covering	237.60
<input type="checkbox"/>	Cargo net	52.80
<input type="checkbox"/>	Cargo shade	171.60
<input type="checkbox"/>	Rear cargo mat	74.80

Options – Mechanical/Electrical

<input checked="" type="checkbox"/>	Auxiliary speaker wiring	52.80
<input checked="" type="checkbox"/>	Grill lamp/siren speaker wiring	80.96
<input checked="" type="checkbox"/>	Horn and siren circuit wiring	36.08
<input checked="" type="checkbox"/>	Flasher System	435.60
<input type="checkbox"/>	Daytime running light delete	8.80
<input checked="" type="checkbox"/>	Spot Light-left hand	431.20
<input type="checkbox"/>	Spot Light-dual	721.60
<input checked="" type="checkbox"/>	City Brake Package- 4x2 PPV only	N/C
<input checked="" type="checkbox"/>	Locking Differential	259.60
<input type="checkbox"/>	Block heater	66.00
<input type="checkbox"/>	Ground studs	77.44
<input checked="" type="checkbox"/>	Max Trailering Package	572.00

Contract# 147

Options – Additional

<input checked="" type="checkbox"/>	6- Additional keys	35.20
<input type="checkbox"/>	Key Common- 6E2 (not compatible with previous years)	22.00
<input type="checkbox"/>	Key Common-6E8 (not compatible with previous years)	22.00
<input type="checkbox"/>	Remote Keyless Entry -6 additional unprogrammed transmitters	66.00
<input type="checkbox"/>	Remote vehicle start	167.20
<input type="checkbox"/>	Theft-deterrent system	347.60
<input checked="" type="checkbox"/>	Secure Idle Over-ride	285.00
<input checked="" type="checkbox"/>	Rustproofing with sound shield	295.00
<input checked="" type="checkbox"/>	Delivery-greater than 50 miles	145.00
<input type="checkbox"/>	License and Title Fees	105.00

Exterior Colors

<input type="checkbox"/>	Blue	154.00
<input type="checkbox"/>	Black	N/C
<input type="checkbox"/>	Dark Blue Metallic	264.00
<input type="checkbox"/>	Champagne Silver	N/C
<input type="checkbox"/>	Summit White	N/C
<input type="checkbox"/>	Tungsten Metallic	N/C
<input checked="" type="checkbox"/>	Victory Red	264.00

Interior

<input type="checkbox"/>	Ebony 40/20/40 Bench	Standard
<input type="checkbox"/>	Ebony Front high back bucket	220.00

Total 34,022.64



*Dedicated to Our Community,
Our Profession, and Each Other*



EXPEDITION

"Emergency 911"

DEPUTY CHIEF

DEPUTY CHIEF



FOR COUNCIL: May 27, 2014

SUBJECT: Request to Approve Purchase of a New Side Loading Garbage Truck for the Public Works Department's Solid Waste Division

RECOMMENDATION/MOTION: That the purchase of a 2015 Crane Carrier LDT-2-26 Chassis with Labrie Expert (t) 2000 Helping Hand Body installed from Cumberland Service Center Inc., Arlington Heights, IL, a sole source provider, be approved, in the amount of \$300,067, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

BACKGROUND: In Fiscal Year 2012, the Public Works Dept. publicly let out a competitive bid for four (4) Side Loading Automated Refuse Trucks to transition to curbside automated recycling collection. The bid was awarded to Cumberland Service Center, Arlington Heights, IL. They provided a Crane Carrier Chassis with Labrie Expert Helping-Hand bodies. The Crane Carrier Chassis allowed for low entry access so Public Works' employees could also throw material into the hopper as needed. While the units were purchased solely for an automated collection program for recycling, they were also used occasionally for refuse collection.

In May 2012, two (2) additional Crane Carrier Chassis with Labrie Expert Helping-Hand bodies units were purchased with the optional Left Side Automated Arm for the ability to pick up carts on one way streets. Once the City went to automated refuse collection, this would allow for both refuse and recycling to be collected on one way streets. In FY 2013, five (5) Crane Carrier Chassis with Labrie Expert Helping-Hand bodies were purchased to keep all of the solid waste and recycling equipment the same. There are four (4) recycling routes and seven (7) refuse routes needing collection for a total of eleven (11) trucks. Currently, the City has purchased eleven (11) automated side loading trucks. There is not a backup truck if a vehicle were to have an issue.

Staff is recommending purchasing a Crane Carrier Chassis with Labrie Expert Helping-Hand body for the following reasons:

- 1) The Public Works' Solid Waste Division and Fleet Management Division are trained in the operation and maintenance of this equipment. There will be a minimal amount of training needed for new operators.
- 2) Fleet Management already stocks parts for these units so there will not need to be an increase parts inventory.

- 3) The Public Works' employees have had success with this equipment during implementation of the automated system.

FY 2015 has \$325,000 budgeted for an additional unit to serve as a backup for the Public Works Department's Solid Waste Division FY 2015 Budget. One (1) existing rear packer garbage truck unit will be sold on public auction with an expected value of \$15,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Budget has \$325,000 budgeted for an additional backup automated collection truck. The total cost to purchase the Side Loading Garbage Truck is \$300,067, which will be paid from the FY 2015 Capital Lease - Capital Outlay Licensed Vehicles (40110131 - 72130). The vehicle will be financed through a five (5) year capital lease and the principal and interest payments will be made from the Solid Waste fund. Stakeholders can locate the collection truck in the FY 2015 Proposed Budget Document titled "Other Funds & Capital Improvement Program" on page 218.

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
 Attachment 2. Labrie Sole Source Letter
 Attachment 3. Crane Carrier Sole Source Letter

Motion: That the purchase of a 2015 Crane Carrier LDT-2-26 Chassis with Labrie Expert (t) 2000 Helping Hand Body installed from Cumberland Service Center Inc., Arlington Heights, IL, a sole source provider, be approved, in the amount of \$300,067, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ONE (1) NEW SIDE LOADING REFUSE
TRUCK FOR THE PUBLIC WORKS SOLID WASTE DIVISION FROM
CUMBERLAND SERVICE CENTER INC. AT A PURCHASE PRICE OF \$300,067**

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 a New Side Loading Refuse Truck for the Public Works Solid Waste Division at a Purchase Price of \$300,067.

ADOPTED this 27th day of May, 2014.

APPROVED this ___ day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Saint-Nicolas, May 9th 2014

Sole Source Justification Letter for the Expert dual Helping Hand Automated/Manual Side Loader Refuse/Recycling Collection Packer Body

The Labrie Expert represents the very latest in refuse and recycling collection equipment technology to provide for increased productivity and low cost of ownership where one Operator can operate and collect material with or without wheeled plastic carts. Listed below are 5 feature areas that constitute a solid sole source justification.

Larger-Stronger Hopper: Having a four cubic yard partially enclosed hopper made of Hardox 450 steel eliminates all competitive units from collecting material as fast or with the lowest amount of wear. Hardox is especially helpful when collecting recyclables which don't have moisture content and can be extremely abrasive to the hopper.

8 ft Reach Automated Arm and Low Manual Loading Height:

The Expert with the Helping Hand arm can load material with the Operator not having to leave the cab. The standard reach is 8 ft. from the side of the unit. An upgrade to a 10 ft. "extended reach" arm is also available. However, the Expert can also be manually loaded with a loading height of only 5.5 inches above the chassis frame height.

2nd 8 ft Reach Automated Arm mounted on street side: The Expert Helping Hand is the only refuse body currently available with an arm installed on the street side and that has been in production for almost ten years with over 100 units in operation. This setup is ideal to pick up carts on both side of the street at the same time or in one-way street thus saving time on pick up route and diminishing truck operating hours which equal cost saving on maintenance.

Constant Loading Capability: The body can be continuously loaded with material while when unloading multiple 95 gallon collection carts in one area. The packer continues to operate as the Operator moves from house to house also.

Tapered Body with One Piece Steel Construction: The Expert body is constructed of special high tensile strength steel and the sides, floor and top of the body are constructed of one continuous piece of steel whereas all competitive units have pieces welded together which caused fatigue, rusting, bending and eventually failure of the body. The taper allows material to discharge from the body much better than the straight sided bodies of competitive units.

Access Doors: The Expert body comes with large 18" X 22.5" access doors that allow the Operator to clean debris from behind the packing panel and allows the Service Technician room to remove the packer cylinders from the body through these doors saving hours of labor whereas competitive units would have to remove the packer platen from the body to service the cylinders from the outside of the unit.

There are other unique features as well creating a body that is unlike any other side loading packer body on the market today including:

- A superior hydraulic system, which is pressurized to keep out dirt, runs cooler and is as close to leak free as obtainable.
- Operation at idle, helps reduce the amount of fuel consumed as the unit can load and pack without any increase in the diesel engine RPMs.
- Low noise level as an aspect of the work at idle hydraulics
- Higher compaction ratios due to tapered body
- Split hopper door for use with arm or manual loading
- Smooth operation of Helping Hand arm eliminates rocking for less fatigue on Operator and chassis alike
- Shorter wheelbase as Helping Hand arm is integral to the body and not chassis frame mounted between the body and the back of chassis cab

These items, along with the ones listed above, allow for this product to be sole sourced. We hope this will be satisfactory for the City of Bloomington, IL

We look forward to assisting you with this purchase and working with you in the future. Feel free to call me if you have any questions.

Sincerely,



Thierry Jacques
Product Specialist Manager
Labrie Enviroquip Group





An ITW Company

CRANE CARRIER COMPANY

The Heavy Truck Specialists

Sole Source Justification Letter for the Crane Carrier LDT2 (Low Entry Drop Frame) Chassis

The Crane Carrier LDT2 chassis is a custom heavy duty built chassis that is integrated with a factory manufactured drop frame installed at Crane Carrier in Tulsa, Oklahoma. The LDT2 chassis is specifically designed and built to be paired with an automated and/or manual side loader refuse/recycling collection packer body. Additionally, the Crane Carrier LDT2 cab provides the lowest entry point in the industry into both sides of the cab for increased driver safety, increased productivity, as well as, decreasing the fatigue associated with the constant climbing of steps to get in and out of the cab of other heavy duty vehicles. Listed below are key sole source features that set Crane Carrier apart from others while providing the highest customer value and the lowest total cost of ownership.

Drop Frame: The straight 11" chassis frame transitions into a drop section between the front and rear axle centerlines to accommodate a manual/automated side loading refuse body. The frame drops approximately 14" and starts no less than 56.25" behind the front axle, and ends no less than 34" forward of the rear axle centerline. The chassis frame transition, depth of frame drop and drop profile is a critical part of matching up various body manufacturers' make and model of bodies and is carefully coordinated with the body manufacturer, ensuring the correct profile. This is why the LDT2 is manufactured in house to ensure the chassis and bodies are integrated correctly.

Cab Construction: Low entry tilt cab, 94" wide x 54" deep x 78" high, is the largest in the industry providing convenient and frequent access in and out, located low and forward of front axle. An industry only 18" step-in height from ground into the cab on both sides is provided with standard front tires. Design provides seating for driver and one (1) passenger, with interior passage to both seat positions. Maximum interior space is provided with the engine enclosure low and projecting no further forward than the forward edge of the driver and passenger seats. All panels are 2-sided galvaneal steel for increased corrosion resistance. No rivets are in the cab skin.

Cooling: Our exclusive remote mounted radiator has an 1,814 sq. in. core area, heavy-duty down flow design and construction with bolted tanks and 3-row, 14-fin core. Comes filled from the factory with Shell Rotella ELC pre-diluted, 50/50 mix to -34°F freeze protection extended life coolant and is hydrostatically driven and thermostatically controlled with a proportionally modulated fan drive. Silicone coolant hoses with stainless steel constant torque type hose clamps come standard. Radiator has a shielded core and is remote mounted behind the cab and above engine removing heat from inside the cab and to exceed customer coolant expectations. In addition the radiator comes with reinforced plastic molded 9-blades a 32" diameter, sucker type fan, low coolant probe in surge tank. Fan is thermostatically controlled and engages on demand only.

Custom Built: All Crane Carrier chassis' are custom built to the customer's specifications and requirements along with working closely with body manufacturers to ensure customer satisfaction of the finished product. Crane Carrier takes pride in building chassis that are like no other. Below is a list of additional features built into the Crane Carrier chassis that makes Crane Carrier a leader in the refuse chassis market today.

- Built with Cummins diesel or natural gas engines with Allison transmissions.
- Pass through cab provides the industry's roomiest, fully insulated cab for heat resistance and acoustics.
- Cab tilts 60 degrees for complete engine access
- Standard tilt/telescopic steering columns with left-hand drive, right-hand drive, or dual drive steering configurations; headlight dimmer switch mounted on column with self-canceling turn signals.
- Switch integral to steering column and 4-way hazards lever are standard.



- Doors have piano style hinges bolted to the door frame to prevent sagging with solid, bi-fold or flip-up/fold back style doors.
- Superior turning radius of 43 degree wheel cut.
- Sloped windshield designed to provide greater visibility and reduce wind drag for better fuel efficiency.
- Crane Carrier offers a factory installation of the Ridewell 209 60/40 rear suspension for enhanced tandem turning capability.
- Available with or without air conditioning and a variety of other in-cab creature comforts.
- Crane Carrier has been doing factory installed CNG fuel systems for nearly 30 years.
- Crane Carriers leave the factory ready for service—no additional modifications to the chassis are needed to meet customer chassis specifications.
- Crane Carrier chassis' offer unrivaled capability, versatility, and durability with the industry's lowest total cost of ownership.

These items along with many others are what sets Crane Carrier apart from its competitors and will allow you to have complete confidence in sole sourcing this product for your refuse and/or recycling needs.

Crane Carrier looks forward to working with you and your partners in supplying you with the necessary information you need to make a solid business decision on purchasing a Crane Carrier chassis.

We look forward to a strong relationship with you!

Sincerely,

A handwritten signature in blue ink that reads "Julian Brewer". The signature is fluid and cursive, with a long horizontal line extending to the right.

Julian Brewer
Midwest Region Sales Manager
Crane Carrier Company



FOR COUNCIL: May 27, 2014

SUBJECT: Professional Services Contract for the Bloomington Center for Performing Arts (BCPA)

RECOMMENDATION: That the contract with William Morris Endeavor Entertainment, LLC be approved, in the amount of \$50,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy; Goal 5. Great place – livable, sustainable City; and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses, economic development organizations; Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents; and Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: Contract expenses for the contract will be \$50,000. The contract price covers the artist fee for the performance coming to the BCPA in June 2014. For proprietary and competitive advantage reasons, act names are not mentioned in staff's back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often. Virtually all artists are provided with meals and non-alcoholic beverages.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The selection of these artists was coordinated with the Cultural Commission and the BCPA's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the BCPA.

FINANCIAL IMPACT: The FY 2015 Budget appropriated \$511,000 in line item 10014125 - 70218 - 20000. Stakeholders can find this in the Proposed FY 2015 Budget Book titled "Budget Overview and General Fund" on page 183. Note this is only a portion of the total budget. The cost of this service will be offset by revenue generated from ticket sales, grants, playbills, concessions, and corporate advertisement and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging.

Respectfully submitted for Council consideration.

Prepared by: Brandy Maloney, Support Staff V

Reviewed by: Tina Salamone, BCPA Performing Arts Manager
John R. Kennedy, Director of Parks, Rec. & Cultural Arts

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

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

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

Recommended by:



David A. Hales
City Manager

Motion: That the contract with William Morris Endeavor Entertainment, LLC be approved, in the amount of \$50,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: May 27, 2014

SUBJECT: Law Enforcement Mutual Aid Agreement (LEMAA)

RECOMMENDATION/MOTION: That the Law Enforcement Mutual Aid Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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: This LEMAA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency. Each agency which signs a copy of this LEMAA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agency's resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of this agreement. The specific intent of this agreement is to safeguard the lives, persons and property of citizens of the state during an emergency or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Police Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Agreement
Attachment 2. Resolution

Motion: That the Law Enforcement Mutual Aid Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

Motion: _____ Seconded by: _____

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

Municipality/County of _____
State of Illinois

Resolution No. _____

A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

Whereas the Municipality/County of _____, of the State of Illinois (hereinafter "Municipality" "County") is a _____ of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality/County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality/County, and;

Whereas the Municipality/County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality/County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality/County recognizes the need for our specific Municipality/County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality/County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality/County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality/County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality/County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality/County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently

unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time,

Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The _____ of this Municipality/County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this _____ day of _____, _____.

Ayes:

Nays:

Absent:

Abstain:

Approved this _____ day of _____, _____

President/Mayor/County Board Chairman, etc

Attest:

Municipality/County Clerk etc

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. **Disaster** – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. **Emergency** – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. **Illinois Law Enforcement Alarm System** (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. **Initial Governing Board** – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of "October 23, 2002" in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
 1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
 - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
 5. coordinate and provide a facility for training exercises and education;
 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
 - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
 - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 1. It is a Public Agency under the laws of the State of Illinois.
 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
 1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
 2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
 3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
 4. to the extent permitted by law:
 - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
 - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
 - A non-member affiliate, or its representative(s) may not:
 1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
- d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
 - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
 - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- i. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

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Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA



FOR COUNCIL: May 27, 2014

SUBJECT: Application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., for a Limited Alcoholic Liquor License, Class LB, which will allow the selling and serving of beer and wine only by the glass for consumption on the premises

RECOMMENDATION/MOTION: That an LB liquor license for Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., be created, contingent upon compliance with all applicable health and safety codes.

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 regarding the application of Illinois State University Board of Trustees for the Shakespeare Festival, located at 48 Sunset Rd., requesting a Limited Alcoholic Liquor License, Class LB, which will allow the selling and serving of beer and wine only by the glass for consumption on the premise. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Dick Folsie, Managing Director and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address the Commission. Dick Folsie, Managing Director and Applicant's representative, addressed the Commission. Illinois State University Foundation's Ewing Cultural Center hosted the Shakespeare Festival in the 438 seat theater located on the grounds. Patrons are allowed to picnic on the grounds. Bottle beer and wine would be offered for sale. Annual attendance at the Festival was 9,000 – 10,000. The property was fenced and gated. The gates were manned by Festival employees/volunteers. The Festival is held from July through August. Illinois State has held a liquor license for the Festival since 2008.

Commissioner Renner questioned the Festival's experience. Mr. Folsie informed the Commission that identification was checked, notices were posted, employees were trained and Festival employees/volunteers watched the patrons as they exited.

Commissioner Renner questioned the alcohol servers. Mr. Folsie noted that they would be Festival employees who were twenty-one (21) years of age or older. The beer and wine would be sold by the bottle. Festival employees would be BASSET, (Beverage Alcohol Servers and Sellers Alcohol Training), certified.

Commissioner Renner questioned if alcohol must be purchased. Mr. Folsie noted that patrons were allowed to bring their own alcohol. There was a thirty-seven (37) year history of allowing same.

Commissioner Jordan questioned employee turnover. Mr. Folsie noted that these were seasonal employees. Generally the concession staff was new each year.

Commissioner Tompkins commended Mr. Folsie as the Festival was well operated. He questioned the parking situation. Mr. Folsie noted that the agreement between the Festival and St. John's Lutheran Church located at 1617 E. Emerson St. Festival employees assist patrons with parking and crossing Emerson St. The residents of Sunset Rd. do not want Festival patrons walking on their street.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., requesting an LB 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, be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 13, 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.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Motion: That an LB liquor license for Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: May 27, 2014

SUBJECT: Petition from CIP, LLC requesting approval of a Final Plat for the Sixteenth Addition to Airport Park Subdivision located west of Towanda - Barnes Rd. and north of Empire St.

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.

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

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

BACKGROUND: This Final Plat consists of one (1) lot located on the north side of Gerig Dr. and west of Haeffele Way. The zoning along this block of Gerig Dr. is B - 1 Highway Business District. The Preliminary Plan for this subdivision, approved by Council on November 13, 2000, shows the subject area to be zoned B - 1.

Detention for the subject area will be provided onsite, in accordance with the Preliminary Plan.

No performance guarantee is required for this subdivision as public improvements are complete for this addition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CIP, LLC.

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

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal Description
Attachment 2. Plat and Map

Motion: That the Final Plat be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes CIP, LLC, an Illinois limited liability company, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit "A", which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Airport Park Subdivision, Sixteenth Addition.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Airport Park Subdivision, Sixteenth Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

CIP, LLC, an Illinois Limited Liability Company

By: Elizabeth B. Megli, Its Attorney

ORDINANCE NO. 2014 - __

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
AIRPORT PARK SUBDIVISION SIXTEENTH ADDITION**

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

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

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

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

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

1. That the Final Plat of the Airport Park Subdivision Sixteenth Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of May, 2014.

APPROVED this ____ day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description

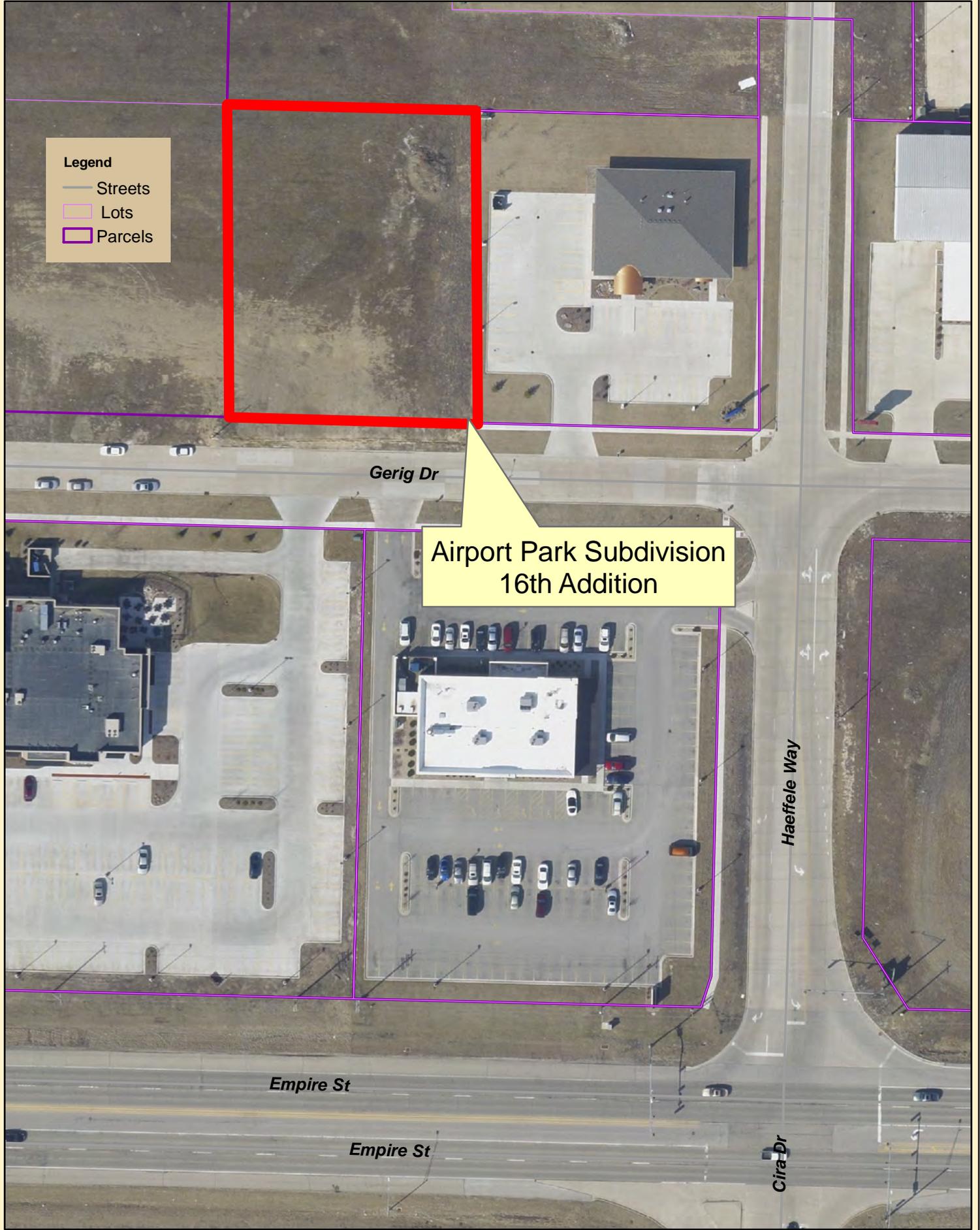
A part of the SE $\frac{1}{4}$ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northwest corner of Lot 131 in Airport Park Subdivision, according to the Plat thereof recorded as Document No. 2001 - 23503 in the McLean County Recorder of Deeds Office; thence S.01°-22'-25"W. 200.00 feet to the southwest corner of said Lot 131; thence N.88°-37'-35"W. 165.40 feet on the north line of Gerig Drive as dedicated in said Airport Park Subdivision to the southeast corner of Lot 137 in Airport Park Subdivision 14th Addition, according to the Plat thereof recorded as Document No. 2012-128 in the McLean County Recorder of Deeds Office; thence N.01°-22'-25"E. 200.00 feet on the east line of said Lot 137 to the south line of Lot 262 in Airport Park Subdivision 6th Addition, according to the Plat thereof recorded as Document No. 2003 - 42269 in the McLean County Recorder of Deeds Office; thence S.88°-37'-35"E. 165.40 feet on the south line of said Lot 262 to the Point of Beginning, containing 0.76 acres, more or less, with assumed bearings given for description purposes only.

P.I.N. 15-31-451-006



Legend

-  Streets
-  Lots
-  Parcels



Gerig Dr

**Airport Park Subdivision
16th Addition**

Haeefele Way

Empire St

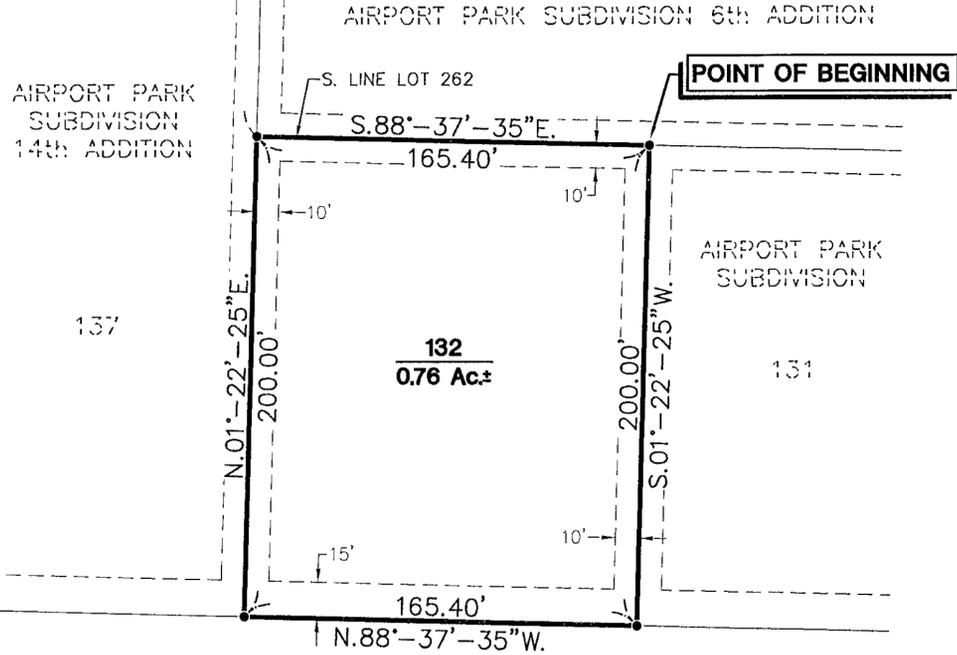
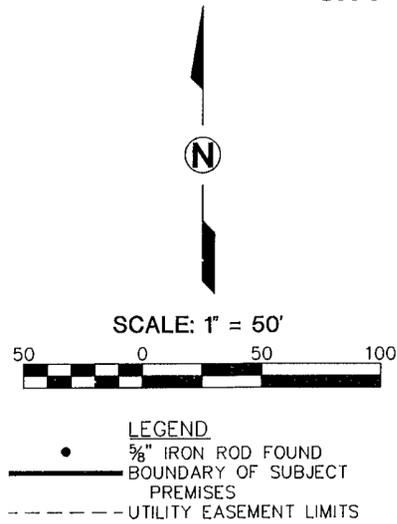
Empire St

Cira Dr

AIRPORT PARK SUBDIVISION 16th ADDITION

PART OF THE SE $\frac{1}{4}$ OF SEC. 31, T.24N, R.3E, 3 P.M.,
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

AIRPORT PARK SUBDIVISION
6th ADDITION



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington for CIP, L.L.C. and represents the following described property to wit: A part of the SE $\frac{1}{4}$ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows:

Beginning at the northwest corner of Lot 131 in Airport Park Subdivision, according to the Plat thereof recorded as Document No. 2001-23503 in the McLean County Recorder of Deeds Office, thence S 01°-22'-25\"/>

I further certify that I have subdivided the same into one (1) lot as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

Said subdivision is to be known as Airport Park Subdivision 16th Addition, City of Bloomington, McLean County, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map for Community Panel Number 170490 0481 E, Map Number 17113C0510E dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701



4/24/2014
Date
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expiration Date 11/30/2014

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Tracey Covert, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of Airport Park Subdivision 16th Addition, presented, passed and approved at a regular meeting of said City Council held on the _____ day of _____, 2014, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2014.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Kevin Kothe, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2014.

City Engineer
Bloomington, Illinois

GERIG DRIVE (70' R.O.W.)

140

141

AIRPORT PARK SUBDIVISION 8th ADDITION

Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors Professional Design Firm Registration #184.000806 505 North Main Street 222 East Center Street 155 South Elm Street Bloomington, Illinois LeRoy, Illinois El Paso, Illinois Ph. (309) 829-2552 Ph. (309) 962-8151 Ph. (309) 527-2552	Rev.	Bk.	607	AIRPORT PARK SUBDIVISION 16th ADDITION BLOOMINGTON, ILLINOIS FINAL PLAT	Sheet
		Drn.	MB		1
		Dsn.			
		App.	DPB		

45118.10



FOR COUNCIL: May 27, 2014

SUBJECT: Petition from Auctus, LLC, Requesting Approval of a Final Plat for the Eleventh Addition to Hawthorne Commercial Subdivision

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses and economic development organizations.

BACKGROUND: This subdivision is located near the intersection of Leslie Dr. and Pamela Dr., west of Towanda Barnes Rd., and north of the Super Pantry Convenience Store and Gas Station. The property is currently zoned B - 1, Highway Business District.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Auctus, LLC.

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

Respectfully submitted for Council consideration.

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

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

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

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal
Attachment 2. Plat and Map

Motion: That the Final Plat be approved and the Ordinance passed subject to the Petitioner paying the required tap-on fees prior to recording of the Final Plat.

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Auctus, LLC an Illinois Limited Liability Company hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as: 11th Addition to the Hawthorn Commercial Subdivision
3. That your petitioner does not seek approval of any exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the 11th Addition to the Hawthorn Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Ravichandran Natarajan
Manager Auctus, LLC

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
11th ADDITION TO THE HAWTHORN COMMERCIAL SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the 11th Addition to the Hawthorn Commercial Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition does not request exemptions or variations from the provisions of the Bloomington City Code-1960, as amended; and

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

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

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

1. That the Final Plat of the 11th Addition to the Hawthorn Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of May, 2014.

APPROVED this ____ day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

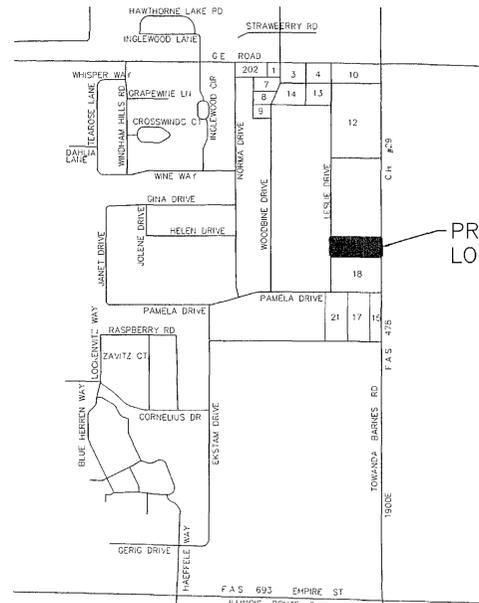
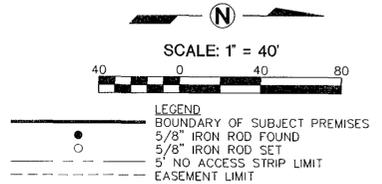
Legal Description

Outlot 20 in Eighth Addition to Hawthorne Commercial Subdivision in the NE¼ of Section 31 and a part of the NE¼ of Section 31, all in Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Lot 18 in the Seventh Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2008-30218 in the McLean County Recorder of Deeds Office, on the west line of Towanda-Barnes Road as described in Condemnation Case No. 2001ED9, filed August 23, 2001 in the McLean County Circuit Clerk's Office, also being the southeast corner of Outlot 20 in Eighth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2012-18434 in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"W. 362.12 feet to the northwest corner of said Lot 18 on the east right of way line of Leslie Drive as conveyed to the City of Bloomington according to Warranty Deed of Right of Way recorded as Document No. 2007-29741 in the McLean County Recorder of Deeds Office and accepted by the City of Bloomington in Resolution No. 2007-99 recorded as Document No. 2007-29742 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 120.26 feet on said east right of way line of Leslie Drive; thence S.90°-00'-00"E. 362.30 feet parallel with the north line of said Lot 18 to the said west line of Towanda-Barnes Road; thence S.00°-05'-06"W. 120.26 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only.

Part of PIN 15-31-279-005

ELEVENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

OUTLOT 20 IN EIGHTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION AND A PART OF THE NE 1/4 OF SECTION 31, T. 24N, R. 3E, 3PM
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



PROJECT LOCATION

LOCATION MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington for Auctus, L.L.C. and represents the following described property to wit

Outlot 20 in Eighth Addition to Hawthorne Commercial Subdivision in the NE 1/4 of Section 31 and a part of the NE 1/4 of Section 31, all in Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows. Beginning at the northeast corner of Lot 18 in the Seventh Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2008-30218 in the McLean County Recorder of Deeds Office, on the west line of Towanda-Barnes Road as described in Condemnation Case No. 2001ED9, filed August 23, 2001 in the McLean County Circuit Clerk's Office, also being the southeast corner of Outlot 20 in Eighth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2012-18434 in the McLean County Recorder of Deeds Office, thence N 90°-00'-00"W 362.12 feet to the northwest corner of said Lot 18 on the east right of way line of Leslie Drive as conveyed to the City of Bloomington according to Warranty Deed of Right of Way recorded as Document No. 2007-29741 in the McLean County Recorder of Deeds Office and accepted by the City of Bloomington in Resolution No. 2007-99 recorded as Document No. 2007-29742 in the McLean County Recorder of Deeds Office, thence N 00°-00'-00"E 120.26 feet on said east right of way line of Leslie Drive, thence S 90°-00'-00"E 362.30 feet parallel with the north line of said Lot 18 to the said west line of Towanda-Barnes Road, thence S 00°-05'-06"W 120.26 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only

I further certify that I have subdivided the same into one (1) lot as shown on the attached plat

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems

Said subdivision is to be known as Eleventh Addition to Hawthorne Commercial Subdivision, City of Bloomington, McLean County, Illinois

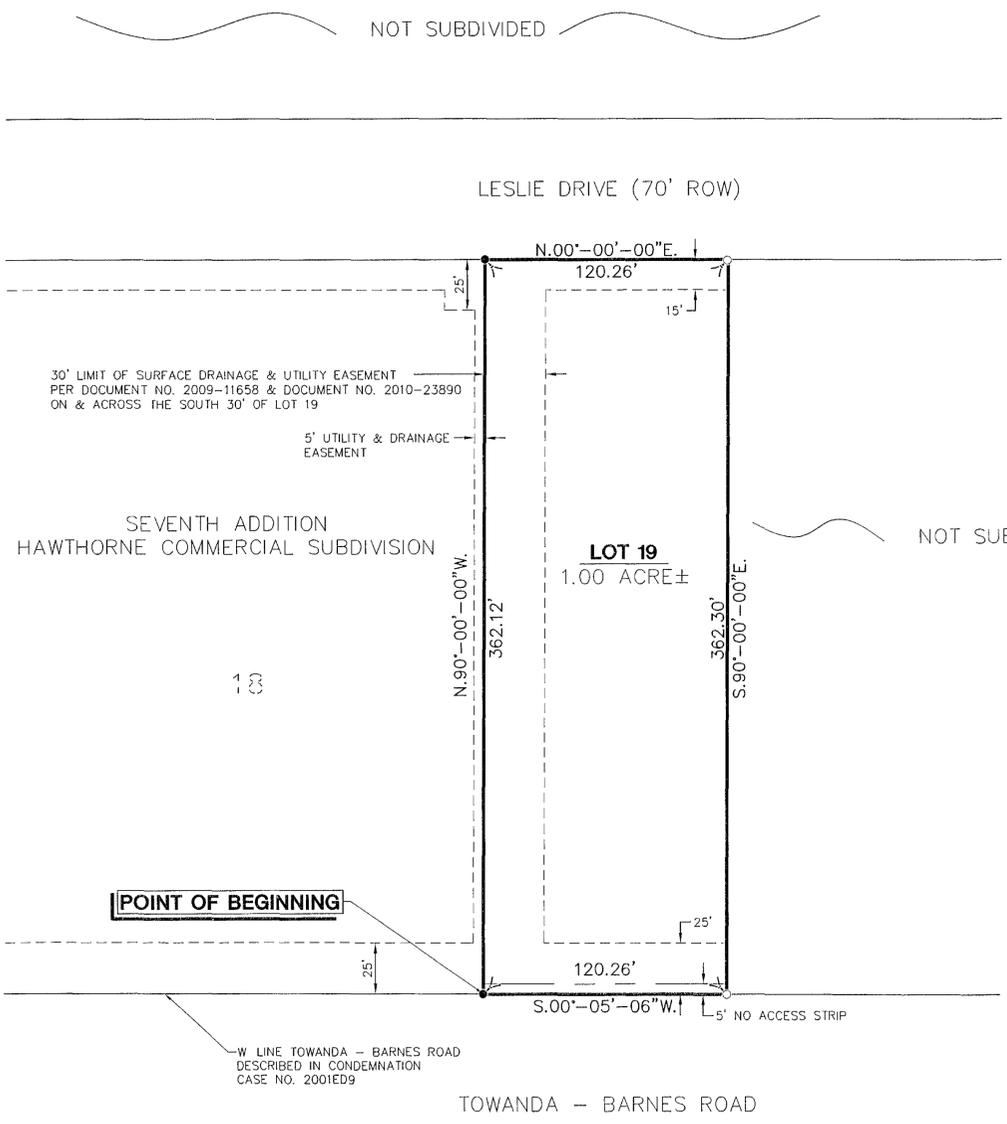
I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map for Community Panel Number 170490 0510E and 170931 0510E, Map Number 17113C0510E dated July 16, 2008

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

Date: 4/28/2014

Signature of David P. Brown
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expiration Date 11/30/2014



CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Kevin Kothe, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code

Dated at Bloomington, Illinois, this _____ day of _____, 2014

City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Tracey Covert, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of Tenth Addition to Hawthorne Commercial Subdivision, presented, passed and approved at a regular meeting of said City Council held on the _____ day of _____, 2014, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A D 2014

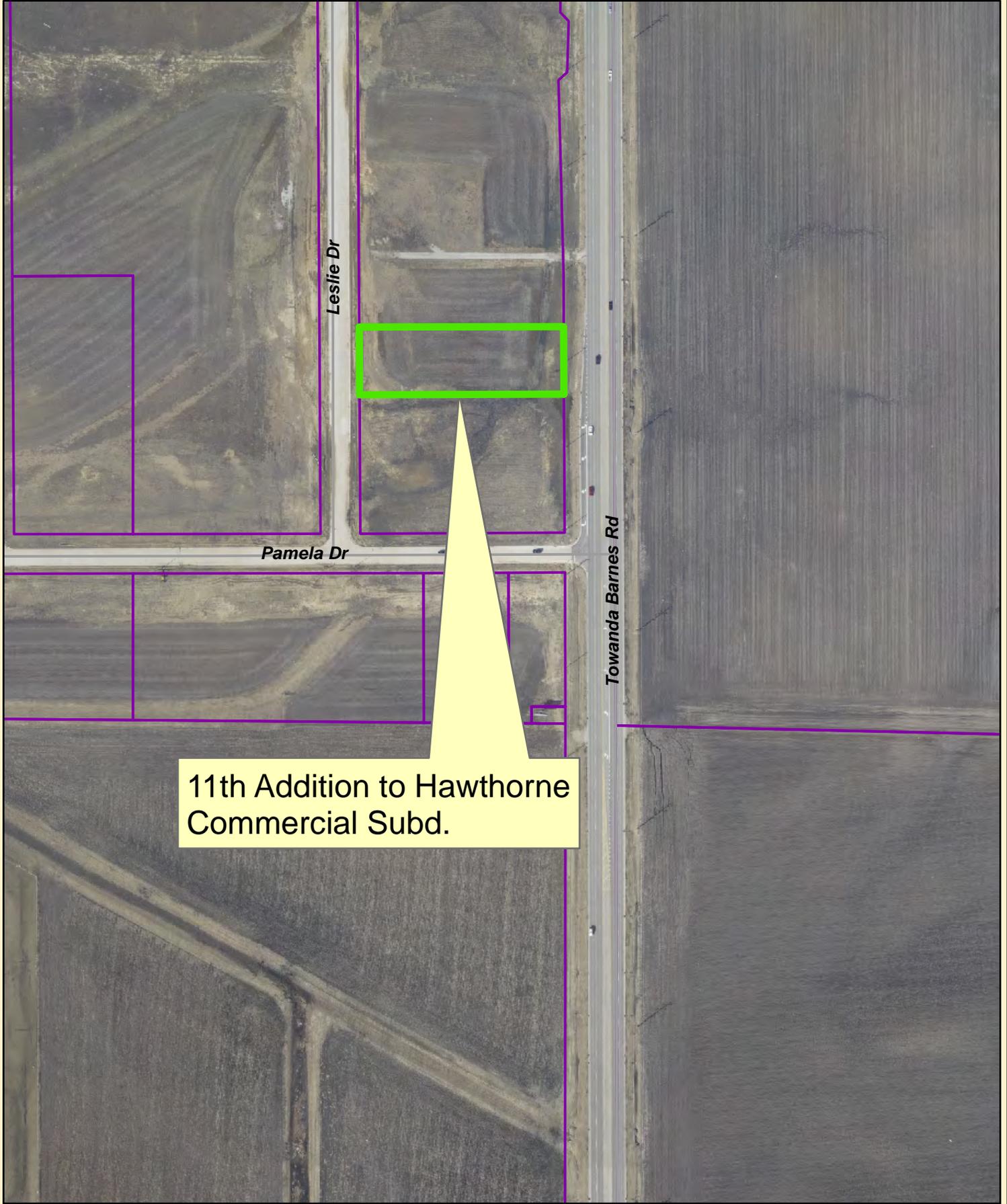
City Clerk

Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors		Rev. 05/12/14	Bk. 897	Sheet
Professional Design Firm Registration #184,000806			Dwn. JLL	ELEVENTH ADDITION HAWTHORNE COMMERCIAL SUBDIVISION CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS FINAL PLAT
505 North Main Street 222 East Center Street 155 South Elm Street			Dsn.	
Bloomington, Illinois LeRoy, Illinois El Paso, Illinois			App. DPB	
Ph (309) 829-2552 Ph. (309) 962-8151 Ph (309) 527-2552				

45128.01

1

Hawthorne Commercial Subd. 11th Addition - Final Plat



Leslie Dr

Pamela Dr

Towanda Barnes Rd

11th Addition to Hawthorne
Commercial Subd.



FOR COUNCIL: May 27, 2014

SUBJECT: Petition from Interchange City West, LLC Requesting Approval of a Final Plat for Interstate Business Park 11th Addition, located west of Interstate Dr. and south of Rt. 9 (Market St.)

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.

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

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

BACKGROUND: On May 10, 2004, Council approved the Amended Preliminary Plan for Interstate Business Park. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan.

On August 22, 2011, Council approved the Final Plat for Interstate Business Park, 10th Addition.

There are tap on fees totaling \$4,952 due from this subdivision per the Annexation Agreement dated October 9, 1995.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Interchange City West, LLC.

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

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal Description
Attachment 2. Plat and Map

Motion: That the Final Plat be approved and the Ordinance passed subject to the petitioner paying the required tap-on fees prior to recording the plat.

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Interchange City West, LLC, an Illinois limited liability company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit "A", which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Interstate Business Park, Eleventh Addition.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Interstate Business Park, Eleventh Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Interchange City West, LLC, an Illinois
Limited Liability Company

By: Elizabeth B. Megli, Its Attorney

ORDINANCE NO. 2014 - __

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
INTERSTATE BUSINESS PARK ELEVENTH ADDITION**

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

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

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

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

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

1. That the Final Plat of the Interstate Business Park Eleventh Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of May, 2014.

APPROVED this ____ day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

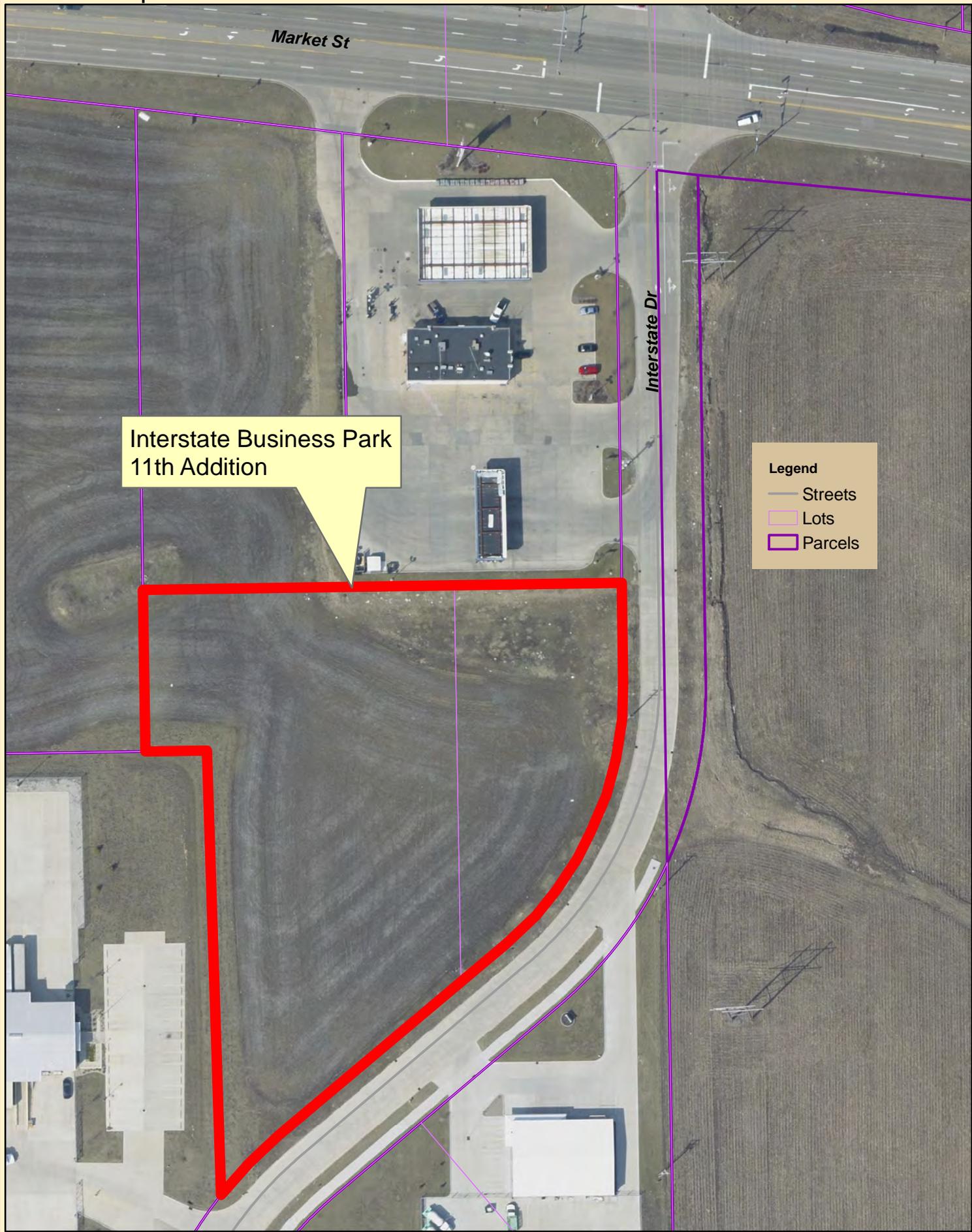
Tracey Covert
City Clerk

EXHIBIT A

Legal description:

A part of the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 3 in Interstate Business Park 1st Addition, according to the Plat thereof recorded as Document No. 97 - 29327 in the McLean County Recorder of Deeds Office; thence S.00°-51'-36"E. 80.19 feet on the westerly right of way line of Interstate Drive dedicated in Interstate Business Park 3rd Addition, according to the Plat thereof recorded as Document No. 2000-28061 in the McLean County Recorder of Deeds Office; thence southwesterly 237.16 feet on a tangential curve concave to the northwest having a radius of 269.00 feet, central angle of 50°-30'-54" and a chord of 229.56 feet bearing S.24°-23'-51"W. from the last described course, on said westerly right of way line of Interstate Drive; thence S.49°-39'-18"W. 238.87 feet on said westerly right of way line of Interstate Drive; thence continuing southwesterly on said right of way line of Interstate Drive 65.81 feet on a tangential curve concave to the southeast having a radius of 335.00 feet, central angle of 11°-15'-18" and a chord of 65.70 feet bearing S.44°-01'-39"W. from the last described course to the east line of Lot 7 in Interstate Business Park 4th Addition, according to the Plat thereof recorded as Document No. 2004-20220 in the McLean County Recorder of Deeds Office; thence N.01°-50'-41"W. 356.72 feet to the northeast corner of said Lot 7; thence S.89°-08'-24"W. 49.25 feet on the north line of said Lot 7 to the southeast corner of Lot 1 in Interstate Business Park, according to the Plat thereof recorded as Document No. 97 - 11154 in the McLean County Recorder of Deeds Office; thence N.00°-51'-36"W. 129.58 feet on the east line of said Lot 1 to the southwest corner of Lot 2 in said Interstate Business Park 1st Addition; thence N.89°-08'-24"E. 384.05 feet to the Point of Beginning, containing 2.73 acres, more or less, with assumed bearings given for description purposes only.

P.I.N. 20-01-200-039



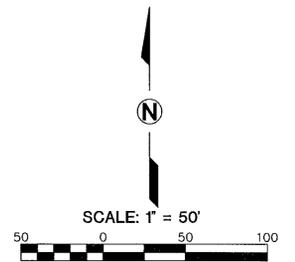
Interstate Business Park
11th Addition

Legend

- Streets
- Lots
- Parcels

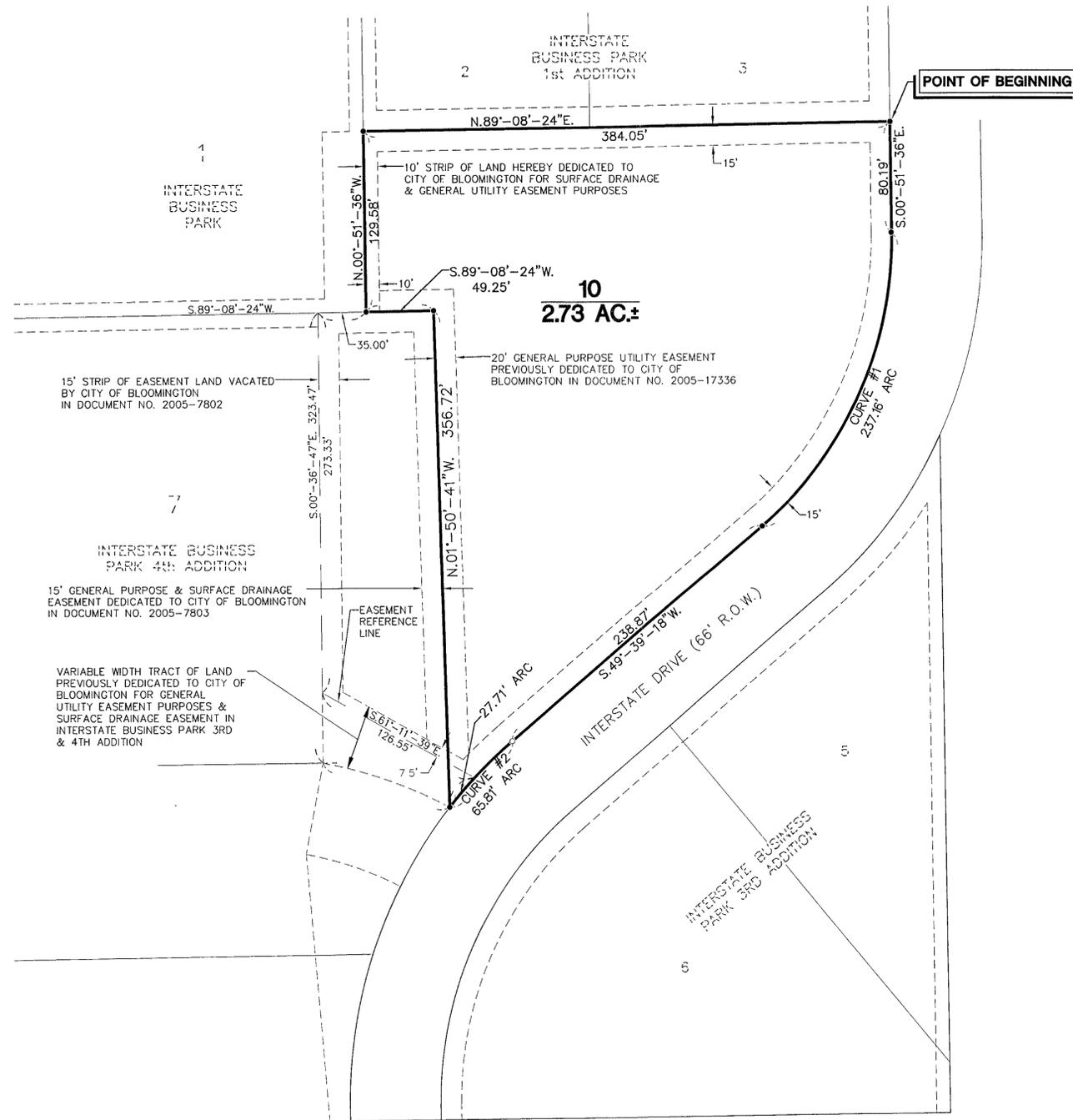
INTERSTATE BUSINESS PARK 11th ADDITION

PART OF THE NE¼ OF SECTION 1, T.23N, R.1E, 3 P.M.,
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

- 5/8" IRON ROD FOUND
- 5/8" IRON ROD SET
- SUBDIVISION BOUNDARY
- - - EASEMENT LIMITS
- EASEMENT REFERENCE LINE



SUBDIVISION BOUNDARY CURVE #1	SUBDIVISION BOUNDARY CURVE #2
Δ = 50°-30'-54"	Δ = 11°-15'-18"
R = 269.00'	R = 335.00'
L = 237.16'	L = 65.81'
T = 126.91'	T = 33.01'
C = 229.56'	C = 65.70'
CB = S.24°-23'-51"W.	CB = S.44°-01'-39"W.

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Tracey Covert, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of Interstate Business Park 11th Addition, presented, passed and approved at a regular meeting of said City Council held on _____ day of _____, 2014, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2014.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Kevin Kothe, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2014

City Engineer
Bloomington, Illinois

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington for Interchange City West, L.L.C. and represents the following described property to wit:

A part of the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows. Beginning at the southeast corner of Lot 3 in Interstate Business Park 1st Addition, according to the Plat thereof recorded as Document No. 97-29327 in the McLean County Recorder of Deeds Office, thence S 00°-51'-36" E. 80.19 feet on the westerly right of way line of Interstate Drive dedicated in Interstate Business Park 3rd Addition, according to the Plat thereof recorded as Document No. 2000-28061 in the McLean County Recorder of Deeds Office, thence southwesterly 237.16 feet on a tangential curve concave to the northwest having a radius of 269.00 feet, central angle of 50°-30'-54" and a chord of 229.56 feet bearing S 24°-23'-51"W. from the last described course, on said westerly right of way line of Interstate Drive, thence S 49°-39'-18"W 238.87 feet on said westerly right of way line of Interstate Drive, thence continuing southwesterly on said right of way line of Interstate Drive 65.81 feet on a tangential curve concave to the southeast having a radius of 335.00 feet, central angle of 11°-15'-18" and a chord of 65.70 feet bearing S 44°-01'-39"W from the last described course to the east line of Lot 7 in Interstate Business Park 4th Addition, according to the Plat thereof recorded as Document No. 2004-20220 in the McLean County Recorder of Deeds Office, thence N.01°-50'-41"W 356.72 feet to the northeast corner of said Lot 7, thence S 89°-08'-24"W 49.25 feet on the north line of said Lot 7 to the southeast corner of Lot 1 in Interstate Business Park, according to the Plat thereof recorded as Document No. 97-11154 in the McLean County Recorder of Deeds Office, thence N.00°-51'-36"W 129.58 feet on the east line of said Lot 1 to the southwest corner of Lot 2 in said Interstate Business Park 1st Addition, thence N.89°-08'-24"E 384.05 feet to the Point of Beginning, containing 2.73 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into one (1) lot as shown on the attached plat

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems

Said subdivision is to be known as Interstate Business Park 11th Addition, City of Bloomington, McLean County, Illinois

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map for Community Panel Number 170490 0481 E, Map Number 17113C0481E dated July 16, 2008

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

Date: 4/21/2014
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expiration Date 11/30/2014



Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors		Rev.	Bk.	351	INTERSTATE BUSINESS PARK 11TH ADDITION CITY OF BLOOMINGTON McLEAN COUNTY, ILLINOIS FINAL PLAT	Sheet
Professional Design Firm Registration #184.000806			Dwn.	MB		1
505 North Main Street 222 East Center Street 155 South Elm Street			Dsn.	DPB		
Bloomington, Illinois LeRoy, Illinois El Paso, Illinois			App.	DPB		
Ph. (309) 829-2552 Ph. (309) 962-8151 Ph. (309) 527-2552						

4561.079



FOR COUNCIL: May 27, 2014

SUBJECT: Central Illinois Regional Airport (CIRA) Enterprise Zone Expansion and Amendment to the Enterprise Zone Intergovernmental Agreement to Include New Territory

RECOMMENDATION/MOTION: That the Ordinance 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 3b. Attraction of targeted businesses that are the right fit for Bloomington, and Objective 3e. Strong working relationships among the City, businesses and economic development organizations.

BACKGROUND: This ordinance submitted by the Economic Development Council of the Bloomington-Normal Area (EDC) seeks to amend the boundaries of the Bloomington/Normal/McLean County Enterprise Zone in order to cover approximately 1,299 acres of property centered around CIRA. The territory in question consists of multiple parcels of land owned by CIRA that could be utilized for new developments.

According to the EDC, the first of these developments will feature the construction of a new FedEx Express regional sorting and distribution facility. This development alone will invest approximately \$5 million and based on preliminary estimates by the EDC, the project will create at least thirty (30) new jobs in McLean County. Additional investments are being discussed with other companies, which may in turn lead to additional projects in and around CIRA in the future. All such developments align with and support the “logistics and distribution” section of the EDC’s five (5) year strategic plan.

An approval of this proposed amendment brings multiple benefits to our community and region. First and foremost, new jobs and new investment will increase the tax base and employment opportunities for residents. In addition, Enterprise Zone status will enhance CIRA’s ability to attract other new developments that can take advantage of proximity to the facility. As an added benefit, these new development opportunities will provide a revenue source to CIRA that helps to de-emphasize the reliance on property taxes. Lastly, developing projects on presently tax exempt CIRA land will bring these properties onto the tax rolls.

Two (2) administrative issues are also addressed by this ordinance and intergovernmental agreement. The included language extends the life of Bloomington/Normal/McLean County Enterprise Zone out to July 1, 2016 as per the new regulations set forth in [ILPA 097-0905](#). July 1, 2016 will thus be the new expiration date for the zone and it cannot be further extended. The prior expiration date was December 31, 2015. Also changed is the method for calculating building materials exemption certification fees to reflect the formula allowed by ILPA 097-0905.

As with other Enterprise Zone amendments, the financial risks to local municipalities from this amendment are minimal. Some local sales taxes on building materials could be jeopardized via the building materials exemption, but as with all Enterprise Zone activity, these losses are easily offset by increases to the property tax base and the spill-over effects of job gains. With the exception of the building materials exemption, all other Enterprise Zone benefits come from the State of Illinois and not from local governments.

Lastly, the Bloomington/Normal/McLean County Enterprise Zone still has ample free territory to be deployed for expansion projects such as this. At present, the zone comprises only 7.314 square miles of the total fifteen (15) square miles allotted by state law. By adopting this ordinance and thereby amending the zone's boundaries to include 1,299 acres, the total remaining zone territory will be 5.656 square miles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EDC and CIRA.

FINANCIAL IMPACT: There is no direct financial impact to the City. Some local sales taxes on building materials could be jeopardized via the building materials exemption, but as with all Enterprise Zone activity, these losses are easily offset by increases to the property tax base and the spill-over effects of job gains.

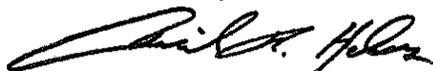
Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

- Attachments:**
- Attachment 1. Ordinance
 - Attachment 2. Legal Description
 - Attachment 3. Map
 - Attachment 4. Agreement
 - Attachment 5. Ordinance 1984-131
 - Attachment 6. Enterprise Zone Territory Used Chart
 - Attachment 7. EDC Letter

Motion: **That the Ordinance be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE AMENDING “AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIAL WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE” AS AMMENDED

WHEREAS, the City of Bloomington did, on December 26, 1984, adopt Ordinance No. 1984-131, which ordinance describes and designates an area located partially within the City of Bloomington, Town of Normal and unincorporated McLean County as an Enterprise Zone; and

WHEREAS, the City of Bloomington did, on numerous occasions after establishment of the Enterprise Zone, adopt Ordinances amending Ordinance No. 1984-131, including those lengthening the duration of the Enterprise Zone and amending the territory included within the Enterprise Zone; and

WHEREAS, the Existing Units of Government of said Enterprise Zone, determine it is in the best interests of the citizens of the Existing Units of Government that additional properties be included in the Enterprise Zone, the duration of the Enterprise Zone be extended and the Zone Administration Fee be amended; and

WHEREAS, a public hearing regarding such amendment has been held as provided by law.

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

SECTION ONE: That Ordinance No. 1984 - 131 designating the Bloomington Normal McLean County Enterprise Zone, as subsequently amended, shall be, and the same is, hereby further amended as follows:

- A. Adding the territory described in Exhibit A to the territory of the Enterprise Zone.
- B. Amending the certification fee language to read as follows:

The Enterprise Zone Administrator is hereby authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for enterprise zone benefits. Such certification fee shall be (unless other arrangements are made with the Zone Administrator) accompany enterprise zone application forms as developed by the Administrator and shall be 0.5 per cent (1/2 of 1 percent) of the cost of building materials of a project determined at the time of certification of the project by the Enterprise Zone Administrator, provided, however, no fee shall exceed \$50,000.

That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100 percent to the Economic Development Council of Bloomington Normal Area.

C. Amending Section 3 extending the duration of the Enterprise Zone to read as follows:

Section 3: Duration. The duration of the Zone shall be for a period extending not later than July 1, 2016.

SECTION TWO: That the Mayor of the City of Bloomington, Illinois shall have, and is hereby given authority to execute the Amendment to the Enterprise Zone Intergovernmental Agreement between the Town of Normal, Illinois, the City of Bloomington, Illinois, the County of McLean, Illinois, the County of Ford, Illinois and the City of Gibson City, Illinois (the "Enterprise Zone Intergovernmental Agreement") attached hereto as Exhibit B, which Amendment memorializes the addition to the territory identified as this Ordinance to the territory of the Enterprise Zone.

SECTION THREE: That the provisions of Ordinance No. 1984-131 as previously amended and as hereby amended, being "An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as Enterprise Zone" shall remain in full force and effect.

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION FIVE: That the City Clerk be and is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with the County Clerk for McLean County.

SECTION SIX: That this Ordinance is adopted pursuant to the authority granted the City of Bloomington by the Illinois Enterprise Zone Act, and pursuant to Home Rule Authority.

SECTION SEVEN: That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

PASSED this 27th day of May, 2014.

APPROVED this ____ day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

(Description of Territory to be added to the Enterprise Zone)

Legal Description Tract I

Part Of The Southwest Quarter Of Section 31 In Township 24 North, Range 3 East In The Third Principal Meridian, Mclean County, Illinois, Being A Strip Of Land 3.00 Feet In Width And Lying 1.50 Feet On Each Side Of The Following Described Line:

Beginning At The Southwest Corner Of Said Section 31; Thence South 88 Degrees 51 Minutes 13 Seconds East Along The South Line Of Said Section 31 A Distance Of 79.66 Feet; Thence North 00 Degree 45 Minutes 06 Seconds West A Distance Of 142.56 Feet Along The Extension Of The East Right Of Way Line Of Airport Road. Said Strip Is Bounded On The North By The East Right Of Way Line Of Airport Road And On The South By The South Line Of Said Section 31.

Legal Description Tract II

Part Of The Southeast Quarter Of Section 31 In Township 24 North, Range 3 East And Part Of Sections 5, 6, 7 And 18 In Township In Township 23 North, Range 3 East And Part Of Section 1 In Township 23 North, Range 2 East All In The Third Principal Meridian, Mclean County, Illinois. Said Part Being Further Described As Follows:

Beginning At The Northwest Corner Of Said Section 6; Thence South 88 Degrees 51 Minutes 13 Seconds East Along The North Line Of Said Section 6 A Distance Of 4490.15 Feet To The Southwest Corner Of The East Half Of The Southeast Quarter Of Said Section 31; Thence North 00 Degree 21 Minutes 56 Seconds West Along The West Line Of The East Half Of The Southeast Quarter Of Said Section 31 A Distance Of 2638.47 Feet To The Northwest Corner Of The Said East Half; Thence South 89 Degrees 29 Minutes 20 Seconds East Along The North Line Of The Said East Half A Distance Of 1491.97 Feet To The Northeast Corner Of The Said East Half; Thence South 00 Degree 10 Minutes 47 Seconds East Along The East Line Of The Said East Half A Distance Of 2654.81 Feet To The Northeast Corner Of Said Section 6; Thence South 00 Degree 37 Minutes 05 Seconds East Along The East Line Of The Said Section 6 A Distance Of 3676.23 Feet; Thence South 89 Degrees 23 Minutes 21 Seconds East A Distance Of 53.49 Feet; Thence South 72 Degrees 18 Minutes 04 Seconds East A Distance Of 1106.16 Feet; Thence South 18 Degrees 16 Minutes 41 Seconds West 1632.26 Feet To A Point On The South Line Of The Southwest Quarter Of Said Section 5; Thence North 89 Degrees 02 Minutes 00 Seconds West Along The Said South Line A Distance Of 578.45 Feet To The Southeast Corner Of Said Section 6; Thence North 00 Degree 31 Minutes 08 Seconds West Along The East Line Of The Southeast Quarter Of Said Section 6 A Distance Of 83.79 Feet; Thence North 71 Degrees 43 Minutes 41 Seconds West A Distance Of 1189.36 Feet; Thence South 00 Degree 10 Minutes 21 Seconds East A Distance Of 462.58 Feet To A Point On The South Line Of The Southeast Quarter Of Said Section 6; Thence South 89 Degrees 42 Minutes 03 Seconds West Along The Said South Line A Distance Of 816.57 Feet; Thence South 18 Degrees 16 Minutes 19 Seconds West A Distance Of 699.56 Feet; Thence South 00 Degree 30 Minutes 38 Seconds East A

Distance Of 4642.70 Feet To A Point On The South Line Of Said Section 7; Thence South 89 Degrees 36 Minutes 59 Seconds West Along The Said South Line A Distance Of 1822.85 Feet To The Northeast Corner Of Government Lot 2 In Said Section 18; Thence South 00 Degree 26 Minutes 02 Seconds East Along The East Line Of Said Government Lot 2 A Distance Of 1330.84 Feet; Thence North 89 Degrees 30 Minutes 25 Seconds East Along The North Line Of The South Half Of Government Lot 1 Of Said Section 18 A Distance Of 1325.80 Feet To A Point On The East Line Of Said Government Lot 1; Thence South 00 Degree 26 Minutes 02 Seconds East Along The Said East Line A Distance Of 1333.78 Feet To The Center Of Said Section 18; Thence South 89 Degrees 38 Minutes 34 Seconds West Along The South Line Of The Northwest Quarter Of Said Section 18 A Distance Of 1649.59 Feet; Thence South 00 Degree 21 Minutes 26 Seconds East A Distance Of 2673.60 Feet To A Point On The South Line Of The Southwest Quarter Of Said Section 18; Thence South 89 Degrees 29 Minutes 24 Seconds West Along The Said South Line A Distance Of 1640.67 Feet To The Southwest Corner Of Said Section 18; Thence North 00 Degree 33 Minutes 26 Seconds West Along The West Line Of Said Section 18 A Distance Of 5338.58 Feet To The Northwest Corner Of Said Section 18; Thence North 89 Degrees 36 Minutes 59 Seconds East Along The South Line Of The Southwest Quarter Of Said Section 7 A Distance Of 747.71 Feet To A Point On The Extension Of The East Right Of Way Line Of Streid Drive; Thence North 40 Degrees 17 Minutes 08 Seconds West Along The Said East Right Of Way Line A Distance Of 180.30 Feet; Thence North 00 Degrees 35 Minutes 25 Seconds West Along The Said East Right Of Way Line A Distance Of 4465.78 Feet To A Point At The Beginning Of A Curve To The Left, Said Curve Having A Radius Of 1266.23 Feet And An Arc Length Of 783.71 Feet; Thence On A Chord Bearing Of North 23 Degrees 57 Minutes 22 Seconds West And A Chord Distance Of 771.26 Feet To A Point On The South Line Of The Southwest Quarter Of Said Section 6; Thence South 89 Degrees 42 Minutes 03 Seconds West Along The Said South Line A Distance Of 320.94 Feet To The Southwest Corner Of Said Section 6; Thence North 00 Degree 30 Minutes 07 Seconds West Along The West Line Of The Southwest Quarter Of Said Section 6 A Distance Of 388.83 Feet To The Southeast Corner Of Said Section 1; Thence North 00 Degree 31 Minutes 25 Seconds West Along The East Line Of Colonial Meadows Addition "I" A Distance Of 1782.74 Feet To The Northeast Corner Of The Said Colonial Meadows Addition "I"; Thence South 89 Degrees 26 Minutes 16 Seconds West Along The North Line Of The Said Colonial Meadows Addition "I" A Distance Of 836.92 Feet To The Northwest Corner Of The Said Colonial Meadows Addition "I"; Thence South 00 Degree 12 Minutes 58 Seconds West Along The West Line Of The Said Colonial Meadows Addition "I" A Distance Of 667.70 Feet To The Northeast Corner Of Waterford Estates Subdivision Second Addition; Thence South 88 Degrees 14 Minutes 37 Seconds West Along The North Line Of Waterford Estates Subdivision Second Addition And North Line Of Waterford Estates Subdivision Fourth Addition A Distance Of 1024.36 Feet To A Point At The Northwest Corner Of Waterford Estates Subdivision Fourth Addition; Thence South 33 Degrees 10 Minutes 22 Seconds West Along The Northwesterly Line Of Waterford Estates Subdivision Fourth Addition A Distance Of 112.30 Feet To A Point On The West Line Of Waterford Estates Subdivision Fourth Addition; Thence South 01 Degree 44 Minutes 13 Seconds East Along Said West Line A Distance Of 187.91 Feet To The Southwest Corner Of Waterford Estates Subdivision Fourth Addition Said Point Being On The North Line Of Waterford Estates Subdivision First Addition; Thence South 88 Degrees 15 Minutes 33 Seconds West Along The Said North Line And The North Line Of Waterford Estates Subdivision Third Addition And The North Line Of Waterford Estates Subdivision Fifth Addition A Distance Of 1288.64 Feet;

Thence South 42 Degrees 11 Minutes 11 Seconds West Along The Northwesterly Line Of Waterford Estates Subdivision Fifth Addition A Distance Of 134.74 Feet; Thence South 00 Degree 43 Minutes 01 Second East Along The West Line Of Waterford Estates Subdivision Fifth Addition A Distance Of 232.22 Feet; Thence South 88 Degree 12 Minutes 33 Seconds West Along The North Line Of Waterford Estates Subdivision Fifth Addition A Distance Of 261.35 Feet To A Point On The Southeasterly Line Of Washington East Subdivision Tenth Addition; Thence North 32 Degrees 26 Minutes 16 Seconds East Along Said Southeasterly Line And Along The Southeasterly Line Of Lot 1 Of The Evergreen Racquet Club Final Plat A Distance Of 1019.71 Feet; Thence North 36 Degrees 47 Minutes 34 Seconds East Along Said Southeasterly Line Of Lot 1 Of The Evergreen Racquet Club Final Plat A Distance Of 510.39 Feet To A Point On The West Line Of The Southeast Quarter Of Section 1; Thence North 00 Degree 03 Minutes 13 Seconds East Along Said West Line And The East Line Of Washington East Subdivision Fifth Addition A Distance Of 888.03 Feet To The Center Of Said Section 1; Thence South 89 Degrees 17 Minutes 11 Seconds West Along The South Line Of The Northwest Quarter Of Said Section 1 And The North Line Of Washington East Subdivision Fifth Addition A Distance Of 1371.43 Feet To The Southeast Corner Of Lot 5 Of Hershey Center Final Plat; Thence North 00 Degree 56 Minutes 19 Seconds East Along The East Line Of Said Lot 5 A Distance Of 473.51 Feet To The Northeast Corner Of Said Lot 5; Thence North 71 Degrees 29 Minutes 43 Seconds West Along The Northerly Line Of Hershey Center Final Plat A Distance Of 1128.64 Feet To The Southeast Corner Of Hershey Plaza Subdivision; Thence North 18 Degrees 16 Minutes 27 Seconds East Along The Easterly Line Of Hershey Plaza Subdivision And The Easterly Line Of Hershey Plaza Subdivision Second Addition And The Easterly Line Of Hershey Plaza Subdivision Fourth Addition A Distance Of 1433.71 Feet To The Northeast Corner Of Hershey Plaza Subdivision Fourth Addition; Thence North 89 Degrees 44 Minutes 09 Seconds West Along The North Line Of Hershey Plaza Subdivision Fourth Addition A Distance Of 252.46 Feet To The Southeast Corner Of Burwell Subdivision; Thence North 00 Degree 15 Minutes 51 Seconds East Along The East Line Of Burwell Subdivision A Distance Of 522.00 Feet To A Point South Right Of Way Line Of Illinois Route 9 (East Empire Street); Thence South 87 Degrees 45 Minutes 53 Seconds East Along The South Right Of Way Line Of Illinois Route 9 (East Empire Street) A Distance Of 223.53 To A Point At The Northwest Corner Of Route 9 Commercial Park Subdivision First Addition; Thence South 00 Degree 23 Minutes 23 Seconds West Along The West Line Of Said Route 9 Commercial Park Subdivision First Addition A Distance Of 237.40 Feet To A Point At The Southwest Corner Of Said Route 9 Commercial Park Subdivision First Addition; Thence South 89 Degrees 47 Minutes 34 Seconds East Along The South Line Of Said Route 9 Commercial Park Subdivision First Addition A Distance Of 126.77 Feet To A Point At The Southeast Corner Of Lot 9 Of Said Route 9 Commercial Park Subdivision First Addition; Thence Southeasterly On The Curved Existing South Right Of Way Line Of Airline Drive With A Radius Of 509.76 Feet And An Arc Length Of 202.25 Feet; Thence On A Chord Bearing Of South 77 Degrees 33 Minutes 39 Seconds East A Chord Distance Of 200.93 Feet; Thence South 64 Degrees 38 Minutes 32 Seconds East Along The Said Existing South Right Of Way Line Of Airline Drive And The Southerly Line Of Said Route 9 Commercial Park Subdivision First Addition And The Extension Thereof A Distance Of 1319.87 Feet To A Point At The Beginning Of A Curve To The Right, Said Curve Having A Radius Of 993.00 Feet And An Arc Length Of 80.33 Feet; Thence On A Chord Bearing Of South 67 Degrees 02 Minutes 46 Seconds East And A Chord Distance Of 80.31 Feet; Thence North 00 Degree 06 Minutes 43 Seconds West A Distance Of 945.58 Feet To A Point On The

North Line Of The Northwest Quarter Of Said Section 1; Thence South 89 Degrees 43 Minutes 24 Seconds East Along The North Line Of Said Section 1 A Distance Of 3092.18 Feet To The Point Of Beginning Containing 1,911 Acres More Or Less.

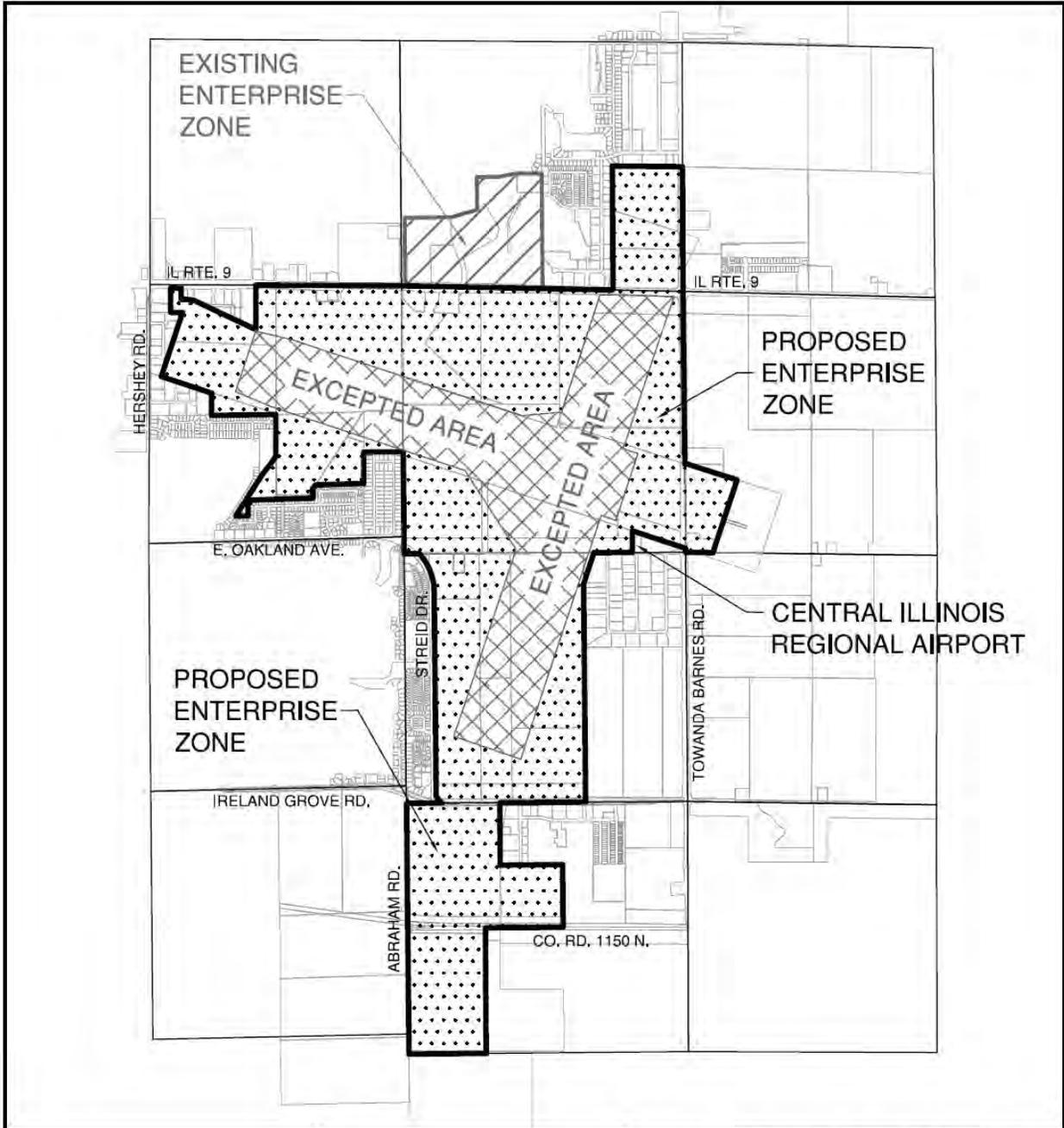
Excepting The Following Described Tract:

Commencing At The Center Of Said Section 1; Thence North 00 Degree 03 Minutes 13 Seconds East Along The West Line Of The Northeast Quarter Of Said Section 1 A Distance Of 135.33 Feet To A Point, Said Point Being 745.00 Feet Southwesterly When Measured At Right Angles From The Existing Centerline Or Extension Thereof Of Runway 11/29 At The Central Illinois Regional Airport And Said Point Being The Point Of Beginning; Thence North 71 Degrees 43 Minutes 48 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 11/29 A Distance Of 126.61 Feet; Thence North 67 Degrees 06 Minutes 22 Seconds West A Distance Of 802.61 Feet; Thence North 18 Degrees 16 Minutes 12 Seconds East A Distance Of 1360.59 Feet; Thence South 76 Degrees 21 Minutes 15 Seconds East A Distance Of 802.61 Feet To A Point, Said Point Being 745.00 Feet Northeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29; Thence South 71 Degrees 43 Minutes 48 Seconds East Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 11/29 A Distance Of 5141.17 Feet; Thence North 84 Degrees 48 Minutes 14 Seconds East A Distance Of 832.69 Feet To A Point, Said Point Being 745.00 Feet Northwesterly When Measured At Right Angles From The Existing Centerline Or Extension Thereof Of Runway 2/20 At The Central Illinois Regional Airport; Thence North 18 Degrees 16 Minutes 12 Seconds East Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 2/20 A Distance Of 1923.40 Feet; Thence North 17 Degrees 41 Minutes 49 Seconds East A Distance Of 707.99 Feet To The Existing South Right Of Way Line Of Illinois Route 9; Thence South 88 Degrees 25 Minutes 01 Second East Along The Said South Right Of Way Line A Distance Of 1575.01 Feet; Thence South 18 Degrees 50 Minutes 34 Seconds West Distance Of 1160.26 Feet To A Point, Said Point Being 745.00 Feet Southeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 2/20; Thence South 18 Degrees 16 Minutes 12 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 2/20 A Distance Of 2254.98 Feet To A Point, Said Point Being 745.00 Feet Northeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29; Thence South 72 Degrees 30 Minutes 48 Seconds East A Distance Of 330.03 Feet; Thence South 18 Degrees 16 Minutes 12 Seconds West A Distance Of 1499.02 Feet; Thence North 70 Degrees 56 Minutes 48 Seconds West A Distance Of 330.03 Feet To A Point, Said Point Being 745.00 Feet Southwesterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29 And Said Point Being 745.00 Feet Southeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 2/20; Thence South 18 Degrees 16 Minutes 12 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 2/20 A Distance Of 4655.02 Feet; Thence South 17 Degrees 41 Minutes 49 Seconds West A Distance Of 807.57 Feet; Thence North 71 Degrees 09 Minutes 26 Seconds West A Distance Of 1506.08 Feet; Thence North 18 Degrees 50 Minutes 34 Seconds East A Distance Of 792.51 Feet To A Point, Said Point Being 745.00 Feet Northwesterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 2/20; Thence North 18 Degrees 16 Minutes 12 Seconds East Parallel With The Said Existing Centerline Or Extension Thereof Of

Runway 2/20 A Distance Of 3400.63 Feet; Thence North 32 Degrees 5 Minutes 15 Seconds West A Distance Of 1998.59 Feet To A Point, Said Point Being 745.00 Feet Southwesterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29; Thence North 71 Degrees 43 Minutes 48 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 11/29 A Distance Of 4222.48 Feet To The Point Of Beginning Containing 612 Acres More Or Less.

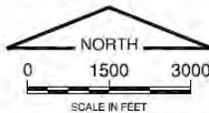
With The Aggregate Total Area Of The Proposed Enterprise Extension Area Being 1299 Acres More Or Less Affecting The Following Pin Numbers:

22-06-100-009	22-06-400-009	21-01-251-002
21-01-226-003	21-01-226-009	21-01-226-008
21-01-226-057	21-01-151-026	21-01-126-012
21-01-202-001	21-01-202-002	21-01-126-002
21-01-126-003	21-01-201-008	21-01-201-090
22-06-100-005	15-31-400-016	22-05-300-007
22-06-300-004	22-07-300-009	22-07-300-008
22-18-100-007	22-18-100-004	22-18-300-005
22-18-300-004	21-01-426-002	21-04-426-001
21-01-476-037		



CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS
License No. 154-030612

REF:
PROJECT NO: 14085-04-00
DATE: APRIL 2014
CAD DWG FILE:
DRAWN BY: MEM
CHK'D BY: DSE



PROPOSED ENTERPRISE ZONE EXTENSION



Central Illinois Regional Airport

Bloomington-Normal

EXHIBIT B

**AMENDMENT TO ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT TO INCLUDE NEW TERRITORY**

This Amendment is entered into the ____ day of _____, 2014, by and between the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation, the County of McLean, the County of Ford and the City of Gibson City, a municipal corporation, a body politic and incorporate, pursuant to the authority granted under Article VII, Section 10 of the Illinois Constitution and State law.

WHEREAS, the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation, the County of McLean, entered into an Intergovernmental Agreement in December, 1984, for the purpose of creating and operating an Enterprise Zone within the jurisdiction of said parties pursuant to the Illinois Enterprise Zone Act (the "Act"); and

WHEREAS, the Enterprise Zone was originally certified as an enterprise zone by the Department of Commerce and Economic Opportunity of the State of Illinois effective July 1, 1985; and

WHEREAS, the Enterprise Zone now compasses approximately 7.314 square miles; and

WHEREAS, the Act allows an enterprise zone to encompass up to 15 square miles if the zone is a joint effort of four or more units of government; and

WHEREAS, it has been determined that certain additional territory contiguous to the Enterprise Zone totaling up to approximately 2.02969 square miles would be benefited by being encompassed within the boundaries of said Enterprise Zone; and

WHEREAS, it would be in the best interests of the citizens of the City of Bloomington, Illinois, the Town of Normal, Illinois, and the County of McLean, Illinois, the City of Gibson City, Illinois and the County of Ford, Illinois that said additional territory be included in the Enterprise Zone.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. That Section 2 "Description" of the Intergovernmental Agreement, and the property described in Exhibit "E1-a" and incorporated in said Section by reference, as subsequently amended, be and the same is hereby amended to include therein the area described in Exhibit A attached hereto (the "Amended Area"), and the Amended Area is hereby designated as part of the Enterprise Zone pursuant to and in accordance with the Act, subject to the approval of the State as provided in the Act.
2. Except to the extent amended hereby, that all provisions, agreements, stipulations, rights, obligations, and duties set forth in the original Intergovernmental Agreement, as

subsequently amended, are hereby ratified and confirmed, and are hereby applied to the Amended Area of the Enterprise Zone in their entirety.

THE UNDERSIGNED PARTIES HAVE CAUSED THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO BE EXECUTED BY THEIR DULY DESIGNATED OFFICIALS, PURSUANT TO AUTHORITY CONFERRED BY THEIR RESPECTIVE GOVERNING BODIES THE DATE FIRST SHOWN ABOVE.

City of Bloomington
a Municipal Corporation

Town of Normal
a Municipal Corporation

By _____
Mayor

By _____
Mayor

Attest:

Attest:

City Clerk

City Clerk

County of McLean
a Body Politic and Corporate

County of Ford
a Body Politic and Corporate

By: _____
County Board Chairman

By: _____
County Board Chairman

Attest:

Attest:

County Clerk

County Clerk

City of Gibson City
A Municipal Corporation

By: _____
Mayor

Attest:

City Clerk

APPENDIX A

ORDINANCE NO. 1984-131

**AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED
PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL
AND UNINCORPORATED McLEAN COUNTY AS AN ENTERPRISE ZONE**

WHEREAS, the State of Illinois Enterprise Zone Act encourages local governmental participation in the promotion of private sector investment in economically depressed areas throughout the State; and

WHEREAS, a large number of residents in the Bloomington-Normal area have experienced pervasive poverty, unemployment and economic distress; and

WHEREAS, the Illinois Enterprise Zone Act requires units of local government to pass an Ordinance establishing an Enterprise Zone before it can apply to the Department of Commerce and Community Affairs for certification of the Zone; and

WHEREAS, a public hearing on the establishment of such a Zone was conducted by the City of Bloomington, Town of Normal and County of McLean on December 13, 1984,

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

SECTION 1. Designation. The area described and depicted in Appendix "A", which is attached hereto and incorporated herein is hereby designated as an enterprise zone (hereafter "the Zone") subject to the approval of the Illinois Department of Commerce and Community Affairs (hereafter "the Department").

SECTION 2. Qualifications. The City Council finds and determines that the Zone meets the qualifications of Section 4 of the Enterprise Zone Act (III. Rev. Stat. ch. 67 1/2, 5601 et seq.) (hereafter "the Act").

SECTION 3. Duration. The duration of the Zone shall be for a period of ten (10) years from the date of its approval by the Department.

SECTION 4. The Mayor and City Council of the City of Bloomington, in an effort to facilitate the successful development of the Enterprise Zone will make available the following incentives and target the following programs within the Enterprise Zone for the life of the Enterprise Zone and in accordance with policies and procedures to be implemented following designation of the Enterprise Zone by the Department of Commerce and Community Affairs:

Each retailer subject to the Municipal Retailer's Occupation Tax levied by the City of Bloomington may file for a credit thereon for such portion of the tax which is applied to the sale of building and construction materials used for residential, commercial and/or industrial rehabilitation, expansion, or new development projects within the Zone, subject to the limitations imposed by Section 6 of this Ordinance.

Any land owned by the City of Bloomington in the Zone that is available for sale will be sold for commercial or industrial development at a rate below its appraised fair market value as follows:

Amount of Increase in Assessed Valuation	Percentage Discount
Under \$1,000,000	0%
\$1,000,001 - \$2,000,000	20%
\$2,000,001 - \$3,000,000	40%
\$3,000,001 - \$4,000,000	60%
\$4,000,001 - \$5,000,000	80%
Over \$5,000,000	100%

Reduction by 50% of all development and permit fees for work in and related to development of the Zone. Fees subject to the reduction include water and sewer connection charges, excavation permit fees, engineering inspection fees and building permit fees.

Issuance of private activity bonds of the City of Bloomington for development of the Zone to the full extent permitted by the Internal Revenue Code.

(e) Abatement of 50% of the real estate property tax generated within the zone by residential, commercial and industrial rehabilitation, expansion, and/or new development projects in the Zone for a ten (10) year period.

SECTION 5. Pursuant to Section 4(d) of the Act, this Ordinance does not prohibit the City from extending additional tax incentives or reimbursements for business enterprises in this Enterprise Zone or its corporate limits by separate Ordinance.

SECTION 6. No taxes upon real estate shall be abated, nor shall any credit or refund of Municipal Retailer's Occupation Tax be authorized unless the Improvement, reconstruction or rehabilitation to which the same relates is of the nature and scope for which a building permit is required by the Building Code and said required permit has been obtained.

SECTION 7. That the City Manager be, and he is hereby, authorized and directed to cause application in be made to the State of Illinois pursuant to said Act containing that which is required thereby and that which Is permitted thereby to the extent deemed by him to be conducive to the carrying out of the intent and purpose of the Act and of this Ordinance, and to cause to be promulgated such programs, directives, rules and regulations, to make such recommendations, and to furnish such information not inconsistent therewith as to secure certification of said zone and to administer the same and the programs therein after the same is so certified.

SECTION 8. The position of "Zone Administrator" is hereby created. The first Zone Administrator shall be the Executive Director of the McLean County Economic Development Council, who is an officer or employee of the City of Bloomington and successors shall be designated pursuant to an Intergovernmental Agreement by and among the City of Bloomington, Town of Normal and County of McLean pertaining to the Zone. The duties of the Zone Administrator shall I be performed in addition to the regular duties of the position of Executive Director.

It shall be the power and duty of the Zone Administrator to:

(a) supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act;

(b) act as a liaison between the City of Bloomington, the County of McLean, the Illinois Commerce and Community Affairs, organization(s); and other state, agencies, whether public or private;

(c) conduct an ongoing evaluation o. f the enterprise zone program and submit such evaluative reports on at feast an annual basis to the Mayor or the City Council;

(d) promote the coordination of other relevant programs, including but not limited to, housing, community and economic development, small I business, financial assistance and employment training with in the enterprise zone;

(e) recommend qualified designated zone organizations to the City Council; and

(f) have other such duties as specified by either the Mayor or the City Council.

In addition, the City of Bloomington may designate one or more organizations qualified under Section 3(d) of the Act as designated zone organizations.

SECTION 9. All Ordinances or parts of Ordinances, in conflict herewith are, to the extent of such conflict, hereby repealed.

SECT ION 10.This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law and shall apply to such portion of the Zone as is or becomes a part of the City of Bloomington in the duration of the Zone.

PASSED this 26th day of December, 1984.

APPROVED this 26th day of December, 1984.

APPROVED:

DONN PIERCE Acting Mayor

ATTEST:

SANDRA CORDERO, City Clerk

Published this 28th day of December, 1984.

McLean County Enterprise Zone Territory Used / Available

Project	Date Added	Size of	Total Deployed	Total Left to Deploy
		Amendment		
As of 11/15/2006			12.140	2.860
Afni Addition	December-06	0.019	12.159	2.841
Horizon Adjustment	July-09	(0.020)	12.139	2.861
Marriott Hotel	February-07	0.029	12.168	2.832
Horizon Adjustment	March-07	(0.640)	11.528	3.472
Horizon Adjustment	August-07	(3.461)	8.067	6.933
Wilder	April-07	0.108	8.175	6.826
Horizon Adjustment	Decembter-08	(2.813)	5.362	9.638
Invenergy	March-09	0.676	6.038	8.962
CAMtek	February-10	0.031	6.069	8.931
Midwest Fiber	March-10	0.016	6.085	8.915
Empire Business Park	June-10	0.174	6.259	8.741
Bridgestone	February-12	0.129	6.388	8.612
Nussbaum / Kongskilde	March-12	0.064	6.452	8.548
One Earth Energy	October-12	0.590	7.042	5.958
+2 miles	October-12	(2.000)	7.042	7.958
Downtown Bloomington	Feb-13	0.272	7.314	7.686
Total		15.000	7.314	7.686
CIRA	proposed	2.030	9.344	5.656



Project Summary for Enterprise Zone Expansion
Central Illinois Regional Airport

May 12th, 2014

Municipal staff,

This ordinance submitted by the Economic Development Council of the Bloomington-Normal Area seeks to amend the boundaries of the Bloomington/Normal/McLean County Enterprise Zone in order to cover approximately 1,299 acres of property centered around Central Illinois Regional Airport. The territory in question consists of multiple parcels of land owned by CIRA that could be utilized for new developments.

The first of these developments will feature the construction of a new FedEx Express regional sorting and distribution facility. This development alone will invest close to \$5 million and based on preliminary estimates by the EDC, the project will create at least 30 new jobs in McLean County. Additional investments are being discussed with other companies, which may in turn lead to additional projects in and around CIRA in the future. All such developments align with and support the “logistics and distribution” section of the Economic Development Council’s five-year strategic plan.

An approval of this proposed amendment brings multiple benefits to our community and region. First and foremost, new jobs and new investment will increase the tax base and employment opportunities for residents. In addition, Enterprise Zone status will enhance Central Illinois Regional Airport’s ability to attract other new developments that can take advantage of proximity to the facility. As an added benefit, these new development opportunities will provide a revenue source to CIRA that helps to de-emphasize the reliance on property taxes. Lastly, developing projects on presently tax-exempt CIRA land will bring these properties onto the tax rolls.

Two administrative issues are also addressed by this ordinance and intergovernmental agreement. The included language extends the life of Bloomington/Normal/McLean County Enterprise Zone out to July 1st, 2016 as per the new regulations set forth in [ILPA 097-0905](#). July 1, 2016 will thus be the new expiration date for our zone and it cannot be further extended past this point. The prior expiration date was December 31, 2015. Also changed is the method for calculating building materials exemption certification fees to reflect the formula allowed by ILPA 097-0905.

As with other Enterprise Zone amendments, the financial risks to local municipalities from this amendment are minimal. Some local sales taxes on building materials could be jeopardized via the building materials exemption, but as with all Enterprise Zone activity, these losses are easily offset by increases to the property tax base and the spill-over effects of job gains. With the exception of the building materials exemption, all other Enterprise Zone benefits come from the State of Illinois and not from local governments.

Lastly, the Bloomington/Normal/McLean County Enterprise Zone still has ample free territory to be deployed for expansion projects such as this. At present, the zone comprises only 7.314 square miles of the total 15 square miles allotted by state law. By adopting this ordinance and thereby amending the zone’s boundaries to include 1,299 acres, the total remaining zone territory will be 5.656 square miles.

Questions about this project can be directed to Ken Springer at 309-452-8437.



FOR COUNCIL: May 27, 2014

SUBJECT: Fiscal Year 2015 Service Agreement with the Downtown Bloomington Association (DBA)

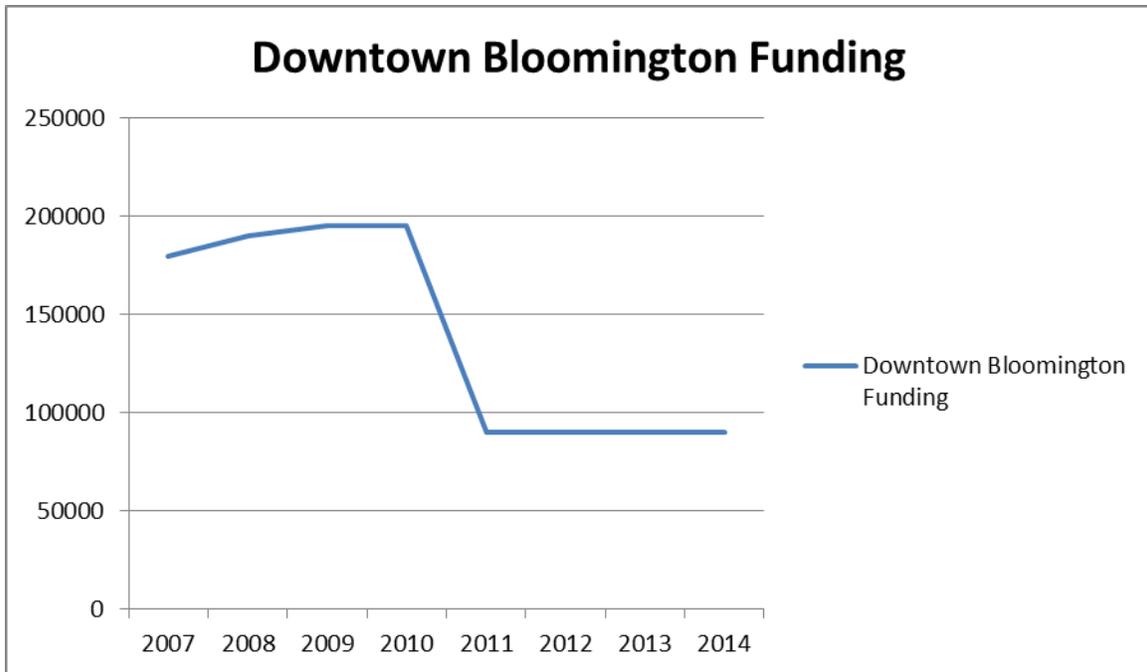
RECOMMENDATION/MOTION: That the FY 2015 Service Agreement with the Downtown Bloomington Association be approved in the amount of \$90,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy, and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; Objective 3c. Revitalization of older commercial homes; Objective 3d. Expanded retail businesses; Objective 3e. Strong working relationships among the City, businesses, economic development organizations; Objective 6a. More beautiful, clean Downtown area; Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; Objective 6c. Downtown becoming a community and regional destination; Objective 6d. Appropriate leisure and recreational opportunities responding to the needs of residents; and Objective 6e. Preservation of historic buildings.

BACKGROUND: Over the last twenty years, the City has partnered with several different organizations and programs in the Downtown area. These include Bloomington Unlimited, Uniquely Bloomington and, currently, the Downtown Bloomington Association (DBA). These partnerships have involved both financial and in-kind support aimed at developing the Downtown area as a unique neighborhood within the community.

For some years prior to 2006, the City had an agreement with Uniquely Bloomington which provided for that organization to receive \$200,000 per year of Downtown TIF (Tax Increment Finance) funds. After Uniquely Bloomington dissolved, the DBA was created and the City provided \$50,000 in funding. In 2006, the City provided \$75,000. On May 14, 2007, the Council approved a five year agreement with the DBA that included a performance clause with annual renewals based upon City staff’s recommendation, with threshold dollar amounts remaining in place. An illustration of funding patterns for the DBA is shown below.



Fewer dollars were requested in 2011, due to the DBA's efforts working towards forming a Special Services Area.

The DBA office staff consists of the Executive Director and Marketing Coordinator. The financial terms proposed within the Funding Agreement with the DBA are based on the following considerations:

1. Fixed cost, (salaries, rent and utilities);
2. Salary and benefits for the DBA's Executive Director and Marketing Coordinator;
3. Administration of the Farmers Market, including the Thanksgiving and indoor Farmer's Markets and Artist Show Case;
4. Outreach: number of activities, building renovations, public and private reinvestments statistics, design assistance projects and private partnerships that could include a formal sidewalk snow removal and refuse collection contracts;
5. Oversight of Downtown refuse/litter program through partnership with Mclean County Adult Services (probationers);
6. Further develop the existing DBA information directory;
7. Serve as a conduit for Downtown businesses and representatives for the purpose of sharing City related information and activities including, but not limited to, ordinances and fine schedules on litter, snow removal, and refuse collection for residences;
8. Create a Downtown Ambassador program;
9. Special Events would include events that would benefit all Downtown merchants;
10. Performance Measurements and Economic Development: DBA will be responsible for tracking and reporting of all Performance Measurements, including:
 1. Number of DBA members

2. Number of reoccurring events
3. Golden Broom Awards
4. Number of new events
5. Number of new businesses in the Downtown community
6. Revitalization efforts (including building renovation and public and private reinvestments statistics)
7. Number of private partnerships (including trash and snow removal)
8. Vendors for the Farmers' Market

Performance measurement data will be submitted to the City Manager's Office on a monthly basis for inclusion in the City Manager's Monthly Performance Data Report;

11. Monthly Report to be submitted to the City Manager's Office by the 15th of each month;
12. Monthly meetings are to be held with the DBA's Executive Director and the City staff liaison to ensure "immediate accomplishments";
13. Maintain the Illinois Main Street designation;
14. The agreement would be in effect, commencing on May 1, 2014 and terminating on April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: DBA Executive Director, DBA Board President and Downtown Property Owners President.

FINANCIAL IMPACT: The FY 2015 Budget included \$90,000 approved by Council on April 21, 2014, under: "Economic Development - To Downtown Bloomington Association" Line Item: 10019170 – 75012. Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Budget Overview and General Fund" on page 319.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement
Attachment 2. Backup Materials

Motion: That the FY 2015 Service Agreement with the Downtown Bloomington Association, be approved, in the amount of \$90,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**FUNDING AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE DOWNTOWN BLOOMINGTON ASSOCIATION**

This Agreement is made and entered into this ____ day of _____, 2014 by and between the City of Bloomington, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as “City”), and the Downtown Bloomington Association, a not-for-profit membership-based organization (hereinafter referred to as “DBA”).

Recitals

WHEREAS, the DBA is a not-for-profit membership-based organization representing business, property owners and residents, to enhance the vitality and livability of downtown Bloomington; and

WHEREAS, the DBA has served the Bloomington community in a variety of ways over the last several years, generating awareness and increased business traffic in downtown Bloomington with various events including the Farmers’ Market, which has proven to be one of the largest markets in central Illinois, providing opportunities for people to come downtown for fresh fruit and vegetables, as well as for local shopping; and

WHEREAS, in March 2005, the DBA was accepted into the Illinois Main Street Program, which provides technical assistance and, in partnership with the Illinois Historic Preservation Agency, provides design assistance to downtown business and property owners; and

WHEREAS, the DBA receives financial support from private sponsors, contributing members and the City; and

WHEREAS, the City Council has approved Agreements with the DBA for financial support in the following amounts: 2007 = \$180,000; 2008 = \$190,000; 2009 = \$195,000; 2010 = \$195,000; 2011 = \$90,000 and 2012 = \$90,000; and

WHEREAS, in 2013, the City Council provided financial support to the DBA in the amount of \$90,000, which expires April 30, 2014; and

WHEREAS, the City now desires to enter into a Funding Agreement with the DBA and agrees to provide financial support in the amount of \$90,000 in Fiscal Year 2015.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the City and the DBA do hereby agree as follows:

Section 1: Funding. The City, subject to the terms and conditions of this Agreement, hereby agrees to provide the DBA the sum of no less than ninety-thousand dollars (\$90,000) for FY2015. None of these funds shall be utilized for political activities, or in any other manner that is inconsistent with the vision, goals and objectives of the City.

Monthly payments shall be made to the DBA by the first of each month and shall be in the amount of \$7,500. The last payment shall be in April 2015.

Section 2: Term. The term of said agreement shall be May 1, 2014 through April 30, 2015.

Section 3: DBA Responsibilities. During the funding period outlined in Section 1, the DBA's responsibilities shall include, but not be limited to, the following: 1) coordinate Bloomington's downtown revitalization efforts; 2) provide design assistance to property owners; 3) manage business recruitment activities; 4) plan and oversee the Farmers' Market from May until October of each year, the Thanksgiving Farmers' Market and the indoor Farmers' Market; 5) oversee trash and litter from the sidewalks; 6) increase DBA membership; 7) continue to work towards identifying external funding sources; 8) further develop the existing DBA information directory; 9) serve as a conduit for downtown businesses and representatives for the purpose of sharing City related information and activities including, but not limited to, ordinances and fine schedules on litter, snow removal, and trash pick-up for residences/business; and 10) create a downtown Ambassador Program. The DBA shall provide other services on an on-going and "as requested" basis as agreed upon by the City of Bloomington and the DBA Board of Directors.

Section 4: Performance Measurements. The DBA shall be responsible for the tracking and reporting of the following performance measurements: 1) number of DBA members; 2) number of reoccurring events; 3) Golden Broom Awards; 4) number of new events; 5) revitalization efforts (including building renovation and public and private reinvestments statistics); 6) number of private partnerships (including trash and snow removal); and 7) vendors for the Farmers' Market.

Section 5: Records and Reports. The DBA shall provide the performance measurement data outlined in Section 3 to the Office of the City Manager by the 15th of each month of the funding period for inclusion in the City Manager Monthly Performance Data Report.

Section 6: Board Representation. The DBA Board of Directors shall provide balanced representation across the downtown Bloomington area. The City Manager and/or their designees shall serve as ex officio members of the DBA Board of Directors.

Section 7: Termination. This Agreement may be terminated by the City immediately and without notice for any of the following reasons: 1) violation of the terms and conditions of this Agreement by the DBA; and/or 2) if the DBA enters into an arrangement for satisfaction of its creditors, receivership, or bankruptcy under the laws of the United States or the State of Illinois, either voluntarily or involuntarily.

Section 8: Dissolution of the DBA. In the event the DBA is dissolved for any reason after payment of all debts and obligations of the DBA, the City's funds for the then current fiscal year shall, to the extent permitted by law, be returned to the City in a pro-rated amount.

Section 9: Waiver. Waiver by any party of any breach of any term, condition, or covenant contained in this Agreement shall not be deemed a waiver of any other term, condition or covenant herein.

Section 10: Assignability. It is agreed that neither the City nor the DBA shall have the right to assign this Agreement, in whole or in part, without the written consent of the other party.

Section 11: Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City and the DBA and their respective successors and assigns.

In Witness Whereof, the parties hereto have executed this Agreement on the date first appearing above.

**City of Bloomington, Illinois,
a Municipal Corporation**

Downtown Bloomington Association

By: _____
Tari Renner, Mayor

By: _____
Troy Clark, President

Attest:

Tracey Covert, City Clerk

Attest:

(Name, Title)



Downtown Bloomington Association

FY2015 Backup Material – Table of Contents

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Benefits of Membership in the Downtown Bloomington Association.....3

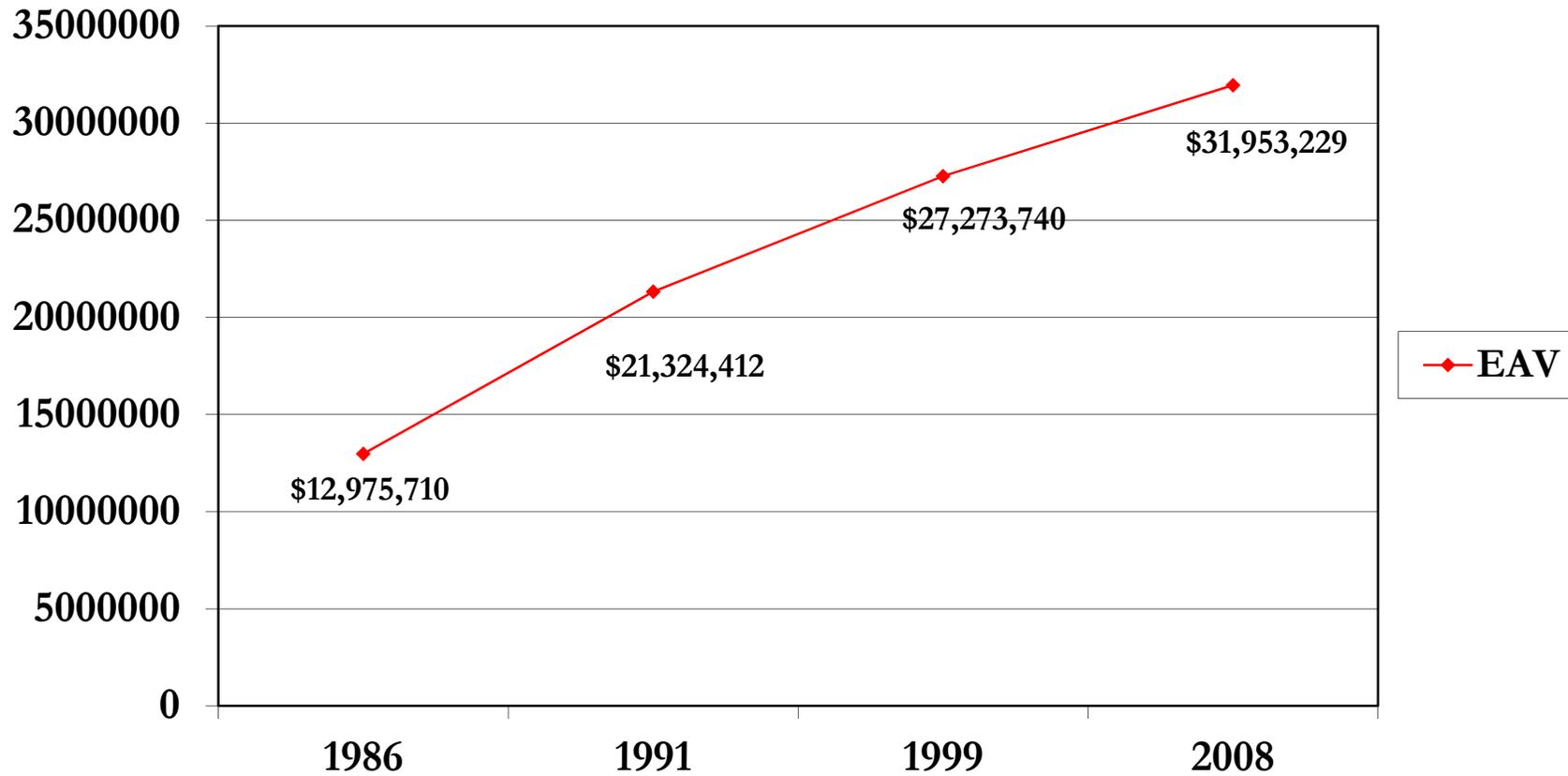
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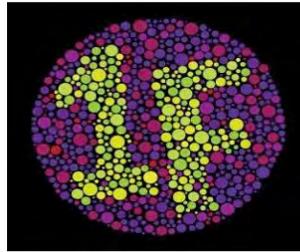
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Downtown TIF Historical EAVs 1986 through 2009





**Our members make all the difference -
Thank you for your continued partnership!
*With your annual membership you can...***

MAKE AN IMPACT

Help make downtown safe for your clients and employees.

Gain influence on important issues affecting your business and downtown development.

Protect the value of your investment

PROMOTE AND SUPPORT

Utilize DBA's daily marketing and communication efforts.

Feature your business on DBA's website and social media sites.

Increase your visibility by participating in DBA events.

NETWORK AND CONNECT

Establish relationships with business and community leaders through DBA events.

Find your next tenant for commercial or residential space through DBA property listings and personal referrals.

Membership Options. (Each level receives all of the benefits of the preceding pledge level).

Platinum Partners (\$1000)

Logo featured on home page and newsletters for one year.
Reserved space at the Farmers' Market for the full season to promote your business or organization.

Gold Partners (\$500)

First opportunity to sponsor select events at a reduced rate.
Logo featured on weekly newsletter for six months.

Business / Property Owners (\$200)

Showcase your business in the DBA office info center.
Feature your events in the DBA weekly newsletter (reaches 1800 + people each week)
Feature promotions, coupons or sales via e-newsletter.
Expand your listing in Downtown walking map
Be a featured business on the Website
Enjoy Free booth space at Farmers' Market
List available properties for sale or lease and benefit from DBA referrals
Scholarship opportunities for workshops.

Downtown Resident Partners (\$75)

Serve on a DBA committee—a great opportunity to personally make a difference in your community!
Receive invitations to networking and social events.

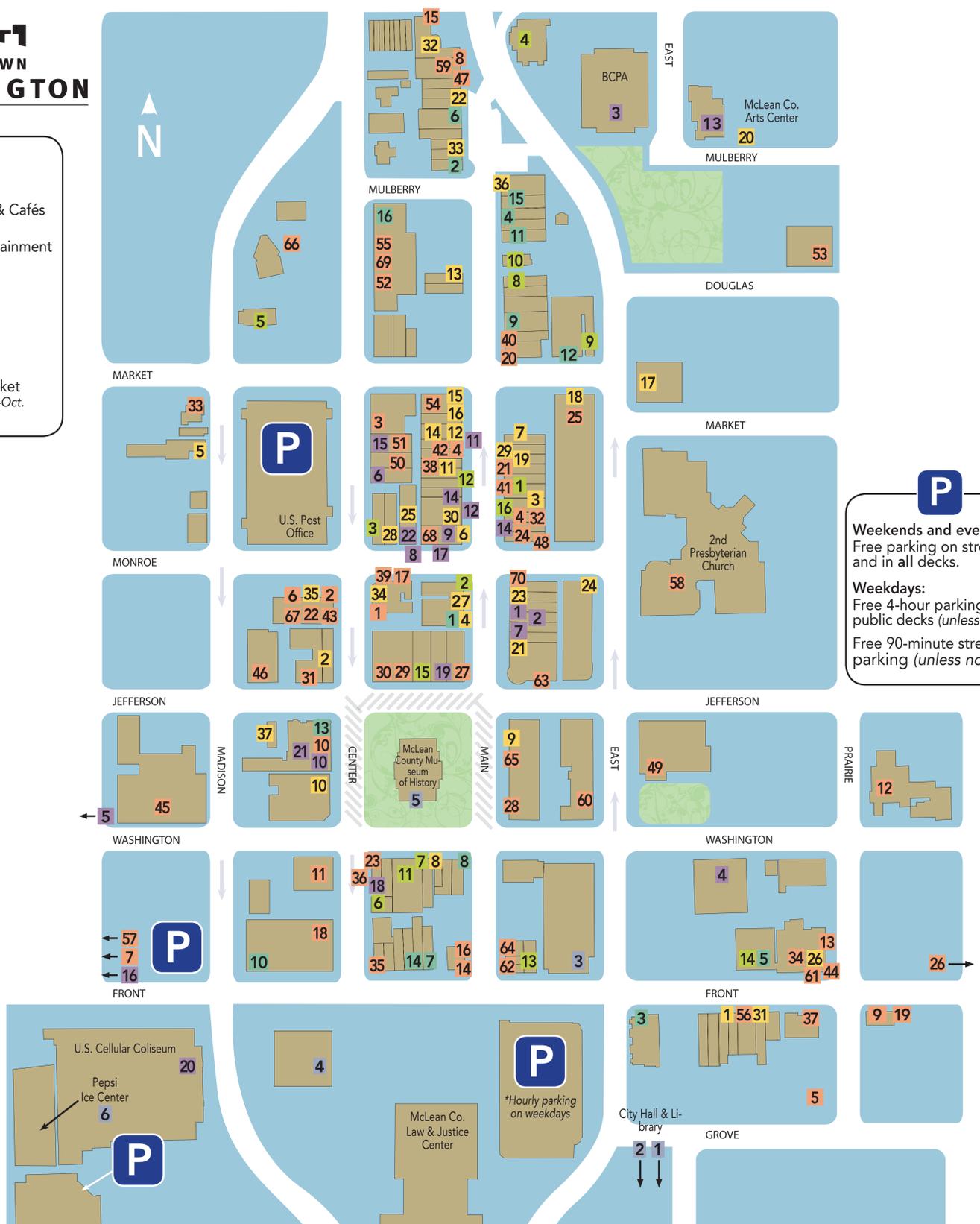
Friends of Downtown Partners (\$50)

Receive a DBA Window Cling
Receive various DBA Newsletters

Plan some DOWN time...

DOWNTOWN BLOOMINGTON

- Retail
- Restaurants & Cafés
- Arts & Entertainment
- Services
- Nightlife
- Community
- Farmer's Market
Saturdays May–Oct.



RETAIL

- 1 A. Gridley Antiques
- 2 A. Renée
- 3 Another Word For...
- 4 Beck's Family Florist
- 5 Bedtime Boutique
- 6 Bill's Key & Lock Shop
- 7 Bobzbay
- 8 Burpo's Boutique
- 9 Business Furniture LLC
- 10 CVS Pharmacy
- 11 The Chinese Tea Emporium
- 12 Churchill's Formal Wear
- 13 Common Ground Grocery
- 14 Crazy About Scrubs
- 15 Crossroads Handcrafts
- 16 Duckygirl's Resale
- 17 East Street Hardware
- 18 Frontier Retail Store
- 19 GiGi Bottega
- 20 Guitar Remedies, Inc.
- 21 Gryfalia's Aerie
- 22 Hobbyland
- 23 Hop Shoppe
- 24 Johnston's Skating and Hockey Pro Shop
- 25 Koldaire Equipment
- 26 Kramer's Drapery & Fabric Outlet
- 27 Mary Lynn's Yarn Garden & Off the Wall Gallery
- 28 ModKid
- 29 MusiCenter
- 30 Neighborhood Thrift Store
- 31 Pars Rug Gallery
- 32 Penelope's
- 33 Smoker's Den
- 34 Specs Around Town
- 35 Squeaky Clean Soaps
- 36 Stained Glass Designs
- 37 Timothy Kent Gallery & Framing

RESTAURANTS AND CAFES

- 1 Coffee Hound
- 2 Coffeehouse Deli & Chess Café
- 3 Golden Dragon Restaurant
- 4 Grand Café
- 5 Jimmy John's Gourmet Sandwiches
- 6 Kelly's Bakery and Café
- 7 LaBamba
- 8 Lancaster's Fine Dining
- 9 Lucca Grill
- 10 Main Street Grill
- 11 Michael's Restaurant / Chasers
- 12 Reality Bites
- 13 Rosie's
- 14 Station 220 / The Loft
- 15 Subway
- 16 Sugar Mama Bakery

ARTS & ENTERTAINMENT

- 1 Behind the Glass Fine Art Gallery and Studio
- 2 Beluga Press Studio
- 3 Bloomington Center for the Performing Arts
- 4 The Castle Theatre
- 5 cometogetherstudios
- 6 Eaton Studio and Gallery
- 7 Gregor Gallery
- 8 Grey Dove Gallery
- 9 Heavy Brow Gallery
- 10 Holl-e-Hock Designs Inc.
- 11 Inner Circle Gallery
- 12 Main Gallery 404
- 13 McLean County Arts Center
- 14 Merlot And A Masterpiece
- 15 Metals & Woods
- 16 Mike Smedley Photography
- 17 Monroe Building Studios
- 18 Simpson & Wilken Studio
- 19 USA Ballet
- 20 U.S. Cellular Coliseum
- 21 Wild Style Design Company
- 22 Wings Studio

SERVICES

- 1 A Caring Touch (ACT)
- 2 Amiable Interactive
- 3 Birthright for Pregnancy Help
- 4 Bodyworks Therapeutic Massage
- 5 Bloomington Rock School
- 6 Blue Dog Tech Response
- 7 Brucker Law
- 8 Bryant Miller Salon
- 9 Center for Healing and Wellness
- 10 Char Huff's Property Shoppe
- 11 Commerce Bank
- 12 The Copy Shop
- 13 D. Paul Jefferson, CPA
- 14 Degarmo Group/Bowles & Co. Insurance
- 15 Dodd's Law Office
- 16 Dorris Law Firm
- 17 Downtown Bloomington Assoc.
- 18 DUI Countermeasures Inc.
- 19 Edward Jones Investments Financial Advisor - David Stokes
- 20 Elegant Limousine
- 21 Exquisite Body Piercing & Tattoos
- 22 Fox & Hounds Hair Studio and Day Spa at the Monroe Centre
- 23 Francois Associates Architects LLC
- 24 Frank Hoffman Attorney
- 25 Frontier Communications
- 26 girl Friday spa & boutique

- 27 Habitat for Humanity
- 28 Heartland Bank
- 29 Heritage of Care
- 30 Heritage Plaza
- 31 Illinois House - 1st Floor
- 32 Illinois House - 2nd Floor
- 33 Illinois House - 3rd Floor
- 34 Illinois House - 4th Floor
- 35 Illinois House - 5th Floor
- 36 Illinois House - 6th Floor
- 37 Kanoski Bresney Attorneys
- 38 Koth & Gregory Law Firm
- 39 Lawrence, Moore & Ogar Attorney
- 40 Lewis, Yockey & Brown Inc.
- 41 Madeline Fare
- 42 Indigo City Salon
- 43 Iron & Ink Custom Tattoo & Supplies
- 44 James D. Bass Lawyer Office
- 45 Johnson Law Group
- 46 Johnathan A. Backman Law Office
- 47 Koth & Gregory Law Firm
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- 69 Koth & Gregory Law Firm
- 70 Koth & Gregory Law Firm

- 53 Old House Society Salvage Whs.
- 54 Osborn & DeLong
- 55 Recycling Furniture for Families
- 56 Ronda Glenn Law Office
- 57 Schwulst & Roseberry Attorney
- 58 Second Presbyterian Church
- 59 Smokin' Aces Tattoo
- 60 State Farm Downtown Fire Building and Home Office
- 61 Studio 234 Hair Salon
- 62 Sue Strang Realty
- 63 Tatum's Hair Studio
- 64 TEC e CIG
- 65 TEK Systems
- 66 Telecourier Communications Building: Connoisseur Media - Bob-FM 97.9, 96.7 I-Rock, Hits 100.7
- 67 Vicki Tilton, LLC
- 68 Vogel's Tailor Shop
- 69 Word Faith Christian Center Church
- 70 World Finance Corporation

NIGHTLIFE

- 1 The Bistro
- 2 BlueLine Nightclub
- 3 CII East
- 4 Daddios
- 5 Diggers Again
- 6 Drifters
- 7 Eleventh Pub
- 8 Elroy's
- 9 Fat Jack's
- 10 Illinois Brewing Company
- 11 Killarney's Irish Pub
- 12 Laugh Comedy Club
- 13 Maguire's Pub
- 14 Mugshots
- 15 Mulligans
- 16 Six Strings

COMMUNITY

- 1 Bloomington Public Library
- 2 City Hall
- 3 Government Center
- 4 McLean County Health Department
- 5 McLean County Museum of History
- 6 Pepsi Ice Center

Farmers' Market Workplan

Task	Timetable	Responsibility
Submit special events permit & liability insurance to City	December - January	Market Manager
Remind vendors to purchase health permits	January	Market Manager
Communicate with Health Dept. (Linda Foutch) about new policies	January	Market Manager
Schedule pre-season meeting	January	Market Manager
Create slide show for pre-season meeting	January	Market Manager
Revise rules, regulations, and application procedures	January	Market Manager, Intern, Committee
Update online calendars with event (WGLT, WJBC, WBNQ, Pantagraph, Chamber, CVB)	January	Intern
Update website for vendor applications	January	Market Manager
Update Manage My Market	January	Market Manager
Design and send e-mail about pre-season	January	Market Manager, Intern
Apply for LINK Up Illinois grant	January	Market Manager
Print vendor applications and organize in binder by vendor type	January - February	Intern
Update Health Dept. guidelines	January - February	Market Manager
Schedule Musicians, Community Booths, and Bake Sales	January - February	Market Manager
Send art jury submissions and fee to Art Center	January - February	Intern
Keep record of who has paid art jury fee	January - February	Intern
Coordinate Opening Day Festivities	January - March	Market Manager, Intern
Facebook and Twitter posts	January - December	Market Manager, Intern
E-mail reminder about newsletter (week of)	January - December	Intern
Share newsletter link on Facebook and Twitter	January - December	Intern
Update and send newsletter	January - December	Intern
		Market Manager, Graphic Designer,
Create poster	February	Local Artist
Create FB Opening Day invitation	February	Market Manager, Intern
Add specialty groups schedules to website	February/March	Market Manager, Intern
Communicate with volunteer barricade crew	February/March	Market Manager
Submit letter to businesses & dispense	February/March	Market Manager, Intern
Intern Training	February-April	Market Manager, Intern
Keep record of who has paid fees	March - October	Intern
Schedule FM Advisory Committee Meeting	March	Market Manager, Intern
Organize applications and information for advisory meeting	March	Market Manager, Intern
Approve/decline vendor applications	March	Market Manager

Update application binder with approvals and declines	March	Intern
Assign booths	March - April	Market Manager
Create list of participating vendors with products and contact information and send to Health Department	March - April	Market Manager, Intern
Create invoices for vendors	March - April	Market Manager, Intern Market Manager, Graphic Designer,
Develop a new FM map	March - April	Printer
Solicit volunteers	March - April	Market Manager, Intern
Create approved vendor & one for each specialty group e-mail lists	March - April	Intern
Send e-receipts for season payments	March - May	Market Manager, Intern
Send blind copy reminder e-mails to vendors about season fees	March - May	Intern
Find vendors for Washington Elementary Market (May)	April	Market Manager
Distribute posters	April	Intern
Coordinate GTG Kickoff with GLT	April	Market Manager
Create new token reimbursement spreadsheet & print	April	Intern, Printer
E-mail Carrie Muehling of WJBC about live interviews at the Market	April	Market Manager
Coordinate interviewees for Carrie Muehling	April	Market Manager, Intern
E-mail local chefs about cooking demos	April	Intern
Edit vendor information in HBT online banking portal	April	Intern
Create token bag labels & print	April	Intern
Create new token count sheet	April	Market Manager
E-mail food pantries and ask for a designated gleaner for the season	April	Market Manager, Intern
Put token bags together - label, count sheet, laminated guide	April	Intern
Edit list of IBT ID# s and e-mail to Department of Revenue, copy Barb Adkins (City Deputy Manager)	April	Intern
Mark sidewalks with booth numbers	April	Market Manager, Intern
Send e-mail to all vendors about opening day and the season	April	Market Manager
Volunteer training	April - May	Market Manager
Token reimbursement training	April - May	Market Manager, Intern
Schedule volunteer shifts	May - October	Market Manager
Set-up and tear-down information booth	May - October	Market Manager, Intern, Volunteers
Unlock and lock junction box	May - October	Market Manager
Distribute token bags to vendors	May - October	Market Manager, Intern, Volunteers
Set-up café area	May - October	Volunteers
Plug in and unplug surge protectors	May - October	Volunteers
Ring the bell at beginning of market	May - October	Volunteers

Empty sandbag wagon and leave for gleaners	May - October	Market Manager, Intern
Set-up cooking demo	May - October	Market Manager, Intern
Handle customer and vendor concerns	May - April	Market Manager, Intern
Answer questions at information booth	May - April	Market Manager, Intern, Volunteers
Operate POS machine	May - April	Volunteers
Dispense tokens	May - April	Volunteers
Sell merchandise	May - April	Market Manager, Intern, Volunteers
Photos of market	May - April	Market Manager, Intern, Volunteer
Administration at market	May - April	Market Manager, Intern
Hang fm banners	May - April	Volunteers
Token bag reconciliation	May - April	Intern
Update Wholesome Wave Portal	May - April	Intern
Deposits to bank	May - April	Intern
Record deposits in Excel and print, copy checks, and attach deposit sheets and submit to Tricia	May - April	Intern
FM Bookkeeping	May - April	Director
Coordinate National Farmers' Market Week Festivities (2nd week of August)	June - July	Market Manager, Intern
Submit photos to IDOA and LINK Up	June - August	Market Manager, Intern
Send e-mail sign-up/survey for Thanksgiving Farmers' Market (Saturday before Thanksgiving)	September	Market Manager
Edit, print and dispense TFM bookmarks for vendor booths and downtown businesses	September	Market Manager, Intern, Printer
Create Facebook invitation for TFM		Market Manager
Create bookmark/poster/flyer for indoor market and dispense at outdoor market and downtown businesses	September	Market Manager, Intern, Printer
Create TFM poster	September	Market Manager, Intern, Printer
Communicate with Coliseum Staff regarding TFM set-up	September - October	Market Manager, Intern
Create floor map for TFM	October	Market Manager, Intern
Send e-mail to approved TFM vendors with set-up and logistics	October	Market Manager
E-mail TFM volunteers about tasks and hours needed	October	Market Manager
Create waitlist for vendors for TFM (if needed)	October	Market Manager
Create volunteer task schedule for TFM	October - November	Market Manager
E-mail sign-up for Indoor Market	October - November	Market Manager
Create Facebook invitations for indoor markets	October	Market Manager, Intern

E-mail vendors about Howl at the Market and get out Boo Bucks	October (week of the last Saturday)	Market Manager, Intern
Organize token bags for TFM	November	Intern
Add any new TFM vendors to HBT Online Banking	November	Intern
E-mail Health Department list of participating vendors with product list and contact information for TFM and Indoor Market	November	Intern
Map out indoor market and e-mail list of vendors signed up	November	Market Manager
Thanksgiving Farmers' Market (day of)		
Get vehicle booths at TFM marked off and ready	November	Market Manager, Intern, Volunteers
Direct vehicle drivers into Coliseum	November	Market Manager, Volunteers
Direct non-vehicle vendors to waiting area	November	Market Manager, Volunteers
Mark off non-vehicle booths and direct vendors to spots	November	Market Manager, Volunteers
Help non-vehicle vendors load-in	November	Market Manager, Intern, Volunteers
Set-up information booth	November	Volunteers
Distribute token bags to vendors	November	Intern
Ask permission for microphone to make any announcements	November	Market Manager
Run POS machine, distribute tokens	November	Volunteers
Answer questions at information booth	November	Volunteers
Administration at market	November	Market Manager, Intern
Sell merchandise	November	Market Manager, Intern
Retrieve token bags	November	Intern
Tear-down information booth	November	Market Manager, Intern, Volunteers
Help all vendors load-out	November	Market Manager, Intern, Volunteers
~~~~~		
Fill out PCI Compliance Report via Trustwave	November	Market Manager
Complete end of season report for LINK Up Illinois	December	Market Manager
Organize token bags for Indoor Market	December	Intern
<b>Indoor Markets (day of)</b>		
Help vendors load-in	December - April	Market Manager, Intern, Volunteers
Set-up information booth	December - April	Volunteers
Hang fm banners	December - April	Intern
Distribute token bags to vendors	December - April	Volunteers
Run POS machine, distribute tokens	December - April	Volunteers
Answer questions at information booth	December - April	Market Manager, Intern
Administration at market	December - April	Market Manager, Intern
Sell merchandise	December - April	Market Manager, Intern

Retrieve token bags  
Tear-down information booth  
Help all vendors load-out

December - April  
December - April  
December - April

Market Manager, Intern, Volunteers  
Market Manager, Intern, Volunteers  
Market Manager, Intern, Volunteers

# Downtown Bloomington Association

## 2014 Annual Report



### Inside this report:

Financial Report	2
2013 Highlights	2
Committees	3
2014 Priorities	3
2013-14 Members	4

### About the Downtown Bloomington Association

The Downtown Bloomington Association (DBA) is a non-profit membership-based organization founded in 1999. Our primary focus is to enhance the viability and livability of Downtown Bloomington, which we do through events, outreach, special projects and civic engagement.

The DBA receives financial support from private sponsors, contributing members and the City of Bloomington.

In March 2005, the DBA was accepted into the Illinois Main Street Program. We continue to maintain that prestigious designation.

#### 2013 Staff

Tricia Stiller  
Executive Director

Marisa Brooks  
Events & Outreach Manager

Alyssa Payleitner  
Farmers' Market Intern

#### 2013 Board of Directors

Carl Teichman-President  
Pat Fruin -Vice President  
Russel Francois-Secretary  
Stephanie Dutko -Treasurer  
Ex-Officio—Jamie Mathy

Gemma Billings  
Georgia Bouda  
Martha Burk  
Troy Clark  
Graham Cowger  
Nora Dukowitz  
Valerie Dumser  
Dave Park  
Steve Parker  
Ken Roth  
Karen Schmidt  
Chuck Stuckey  
Tim Tilton  
Bobby Vericella  
Ryan Whitehouse

#### 2013 Committee Members

**Design:**  
Martha Burk, Chair  
Joann Goetzinger  
Karen Schmidt  
Valerie Dumser  
Kathi Builta  
Jan Lancaster  
Lori Manning  
Nancy Isaacson  
Amy Krause  
Marlene Gregor

#### 2013 Committee Members

**Organization:**  
Graham Cowger, Chair  
Troy Clark  
Jamie Mathy  
Georgia Bouda  
Jonell Kehias  
Madonna Courtright

**Economic Restructuring:**  
Chuck Stuckey, Chair  
Justine Robinson  
John Whalen  
Amy Denham  
Dave Park  
Carl Teichman  
Nancy Ammerman

**Promotions:**  
Nora Dukowitz, Chair  
Marisa Brooks  
Stephanie Dutko  
Jonell Kehias  
Julie Kubsch  
Amanda Borden  
Kathy Gann-Aiello  
Jean Bruner Jachino  
Jim Grossman  
Stevie Anthony  
Melissa Ash  
Lua Travis  
Lindsey Powell  
Kelly Mathy  
Taylor O'Connor  
Carmen Shaffer

**Merchants Group:**  
Katha Koenes  
Tim Kirby  
Katie Latta  
Jan Lancaster  
Joel Neal  
Krista Gaff  
Kathi Builta  
Karen Schmidt  
Brandon Beehner  
Julie Kubsch  
Vicki Tilton



Plan some *DOWN* time...

Downtown Bloomington Association  
106 W. Monroe Street  
Bloomington, IL 61701

(309) 829-9599

[www.DowntownBloomington.org](http://www.DowntownBloomington.org)



Mike McNeil & Valerie Dumser

Income		Expenditures	
City Contribution	\$ 90,000.00	Payroll	\$ 62,390.16
Grants	\$ 32,445.32	Marketing	\$ 26,747.29
Membership	\$ 8,789.50	Insurance	\$ 13,444.00
Ad Sales	\$ 6,576.54	Rent/Utilities	\$ 11,087.30
Fundraisers	\$ 3,926.36	Marcfirst	\$ 7,000.00
Event Income	\$ 2,058.50	Event Costs	\$ 2,501.69
Gift Certificate Sales	\$ 160.00	Prof. Development	\$ 1,913.63
<b>Total Income</b>	<b>\$ 143,956.22</b>		<b>\$ 125,084.07</b>

**2013 Highlights**



The DBA established a Non-Endowment “Friends of Downtown Bloomington” fund through the Illinois Prairie

Community Foundation. Through grants made possible through this partnership, DBA raised \$30,000 for downtown enhancement projects, including a collaborative public art project with global muralist Joel Bergner, and students from RAS.



**DBA Farmers’ Market Responds**

In the wake of the devastating storms that ripped through Washington and Gifford Illinois, The Downtown Bloomington Association Farmers’ Market donated all proceeds from retail sales at the Thanksgiving indoor market to the relief efforts. The DBA Market was proud to contribute :

- \$540 to Gifford State Bank
- \$540 to Crossroads Methodist Church of Washington
- \$120 to the Central Illinois Tornado Relief Fund, an arm of the American Red Cross.

**Total amount raised: \$1200**

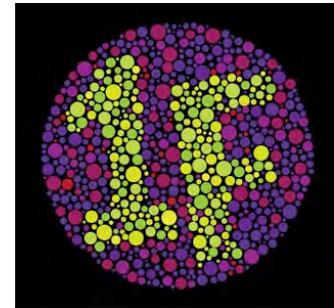
**Jean Anderson Award & Minnie Award Winners**  
 Congratulations to Valerie Dumser winner of the 2013 Jean Anderson Downtown Improvement Award, and to Theresa Necessary, winner of the Farmers’ Market Minnie Award. Your efforts on behalf of Downtown Bloomington are greatly appreciated!



Theresa Necessary



## DBA Events : Attracting Visitors Downtown



### OUTDOOR FARMERS' MARKET

- 25,200 visitors
- 70 different vendors
- 15 Community Booths

### THANKSGIVING MARKET

- 1400 visitors
- 50 different vendors

### FIRST FRIDAYS

- 9000 Visitors per month
- 30 participating shops and galleries.
- 20 on street buskers

### CRITERIUM BIKE RACE

- 200 Racers
- 60+ volunteers
- Est. 1500 spectators

### Additional Highlights:

Community guests Illinois Shakespeare Festival presented "The Magical Mind of Billy Shakespeare"

Community Players presented scenes from "Aida"

- This data was collected through the efforts of volunteer traffic counters from Illinois Wesleyan University.

### Plan Some Down Time... 2014 Events

#### First Fridays

it's art.  
it's action.  
it's entertainment.  
see and be seen.  
Every First Friday!  
5-8 pm

#### Downtown Bloomington Farmers' Market

The market runs every Saturday mid-May-October and features local produce, meats, cheeses, prepared foods and art!

Check our website for a complete listing of 2014 events!

[DowntownBloomington.org](http://DowntownBloomington.org)

## Become a DBA Member

#### Make a difference

- Protect and Enhance your business investment.
- Utilize advocacy on your behalf on important downtown issues including; business and development incentives, clean and safe streets and parking.
- Serve on DBA committees.

#### Promote your business

- Participate in DBA's promotional programs.
- Receive a featured business listing on DBA website.
- List events and happenings on DBA website and e-newsletters.
- Establish relationships with business and community leaders.

#### Get Assistance

- Stay informed with "what's happening" downtown through access to weekly calendars and e-mails.
- Access city and downtown information at the DBA office.
- Market your vacant commercial or residential property on DBA website.



Plan some **DOWN** time...

106 W. Monroe Street  
Bloomington, IL 61701

A Big **THANK YOU** to our **sponsor** members:



Parker  
Builders Inc.

Karen  
Schmidt

**Welcome to our New  
Downtown Businesses!**

A8 KELLEY JORDAN  
ALLEY KATZ  
BEHIND THE GLASS GALLERY  
COFFEEHOUSE DELI AND CHESS CAFÉ  
D'AGOSTINO'S PIZZA  
DUCKY GIRLS RESALE  
FRONTIER RETAIL STORE  
INDIGO CITY SALON  
INNER CIRCLE GALLERY  
INSIDE OUT: ACCESSIBLE ART  
IRON AND INK CUSTOM TATTOOS & SUPPLIES  
MARCO MUERTOS BARBER PARLOR  
MIKE SMEDLEY PHOTOGRAPHY  
RETROFIT CULTURE  
SQUEAKY CLEAN SOAPS  
SUGAR MAMA  
TED'S RACEWAY  
TEKSYSTEMS  
WILD STYLE

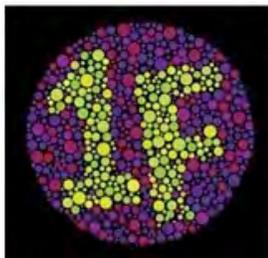
**Thank You To Our 2013 –2014 Members!**

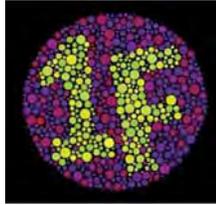
A Renee  
Bill's Key and Lock Shop  
Blm. Public Library  
BN Area CVB  
Chamber of Commerce  
EDC of McLean Co.  
Kelly's Bakery and Café  
Mavidea Technology  
Pantagraph Printing  
The Pantagraph  
Gregor Gallery  
Connoisseur Media  
McLean Co. Arts Center  
McLean Co. Museum  
Eaton Gallery  
Ronda Glenn Law  
Jimmy John's  
Monroe Centre  
Fox & Hounds  
Tim & Vicki Tilton  
Angel Ambrose Studio  
Child Protection  
Network

Merle & Carol Huff  
David Davis Mansion  
Francois Associates  
Nancy Isaacson  
Char Huff Property Shop  
Timothy Kent Gallery  
Joann Goetzinger  
Martha Burk  
Robert Varney Law  
Heritage Enterprises  
Pat Fruin  
Gryfalia's Aerie  
Six Strings  
Jon and Susan Thetard  
Jim and Susan Fruin  
Checker Cab  
Midstate Limousine  
Harold Boyd  
Rhea Edge  
Jonell Kehias  
RJV Properties  
Crossroads Fair Trade  
Illinois Wesleyan

Chuck Stuckey  
Commerce Bank  
Business Furniture  
Another Word For  
Sugar Mama  
Mike McNeil  
Dunbar - Breitweiser  
Johnson Law Group  
Frank Hoffman  
The Copy Shop  
Greg Yount  
Smokers Den  
Grey Dove Gallery  
Coffee Hound  
Troy Clark  
Bobzbay  
Apex Systems  
Bradley Higgenbotham  
Top Notch Event  
Planning  
Meltdown Graphics  
He Clicks, She Clicks

Cygnat Properties  
Ruth and Joe Haney  
Hobbyland  
Neighborhood Thrift  
Judy Markowitz  
CM Promotions  
Mike and Susan Temple  
Jack Bataoel—  
Real Estate Group  
Inside Out: Accessible  
Art  
Harold & Marlene Gregor  
Kevin and Sue Chien  
Fat Jack's  
Lancaster's  
The Bistro  
Rosie's





Do you enjoy the **Downtown Bloomington Farmers' Market**? Do you look forward to **First Friday** events each month? If so, I'd like to invite you to consider the advantages of annual membership with the Downtown Bloomington Association. Support from valued members like you make possible our continuing efforts toward the betterment of our Downtown community.

Did you know that Downtown Bloomington is one of 44 active Illinois Main Street Communities? Through this statewide program, DBA staff receives regular training and networking opportunities which enhance their knowledge of the latest trends in downtown revitalization.

Want to know more? Because of the generous support of our members, our program has grown in the last year. Some of the highlights include:

- An exciting partnership with the Illinois Prairie Community Foundation. The DBA has established through IPCF a "**Friends of Downtown Bloomington Fund**" the purpose of which will be for charitable programs that ENHANCE THE QUALITY OF LIFE in Downtown Bloomington including, but not limited to, public art, street enhancement, beautification and the implementation of special activities. Donations to this fund are tax deductible. (And much
- The DBA Design Committee has launched a Public Art subcommittee for the purpose of developing public art opportunities for local artists, and to further solidify our identity as a fine arts and entertainment mecca in Central Illinois.

The DBA is active in making the Downtown a destination by:

- Creating and implementing monthly **FIRST FRIDAY** events, such as Tour de Chocolat', Tour de Metro, and Once upon a Holiday.
- Providing litter management through partnerships with Court Services and Marcfirst, and implementing initiatives such as "Operation Clean Sweep" to keep the downtown clean and pedestrian friendly.
- Marketing and tenanting Downtown office, retail and residential space.
- Distributing weekly newsletters, customized for members, residents and business owners.
- Sponsoring other events within the Downtown area, such as the Annual GLT Summer concert.

Support from people like **you** makes our Downtown a connected community, united in our desire to live work and play in a positive and thriving environment.

We thank you in advance for your membership, and encourage you to get involved in your downtown community! Volunteer opportunities are always available. Please contact us for more information today!

Sincerely,

Tricia Stiller  
DBA Executive Director

Marisa Brooks  
Farmers' Market Manager & DBA Event Coordinator

**DBA Board of Directors:**

President – Troy Clark  
Vice President – Chuck Stuckey  
Secretary – Nora Dukowitz  
Treasurer – Stephanie Dutko  
Ex Officio – Jamie Mathy  
Historian – Russel Francois

**Committees and Chairs**

Economic Restructuring – Chuck Stuckey  
Promotions – Nora Dukowitz  
Design – Martha Burk  
Organization – Graham Cowger  
Committee for Public Art – Doug Johnson

Gemma Billings  
Georgia Bouda  
Martha Burk  
Bobby Castillo  
Graham Cowger  
Valerie Dumser  
Ruth Haney  
Jan Lancaster  
Dave Park  
Steve Parker  
Karen Schmidt  
Chuck Stuckey  
Tim Tilton  
Bobby Vericella

**Meeting Times and locations:**

Board of Directors – 1st Tuesday, 5:30 at the Museum of History  
Economic Restructuring – 2nd Tuesday, noon at the DBA office  
Promotions – 3rd Tuesday, 5:30, location varies  
Design – 3rd Wednesday, 4:00 at Business Furniture  
Organization – 2nd Wednesday, noon at the DBA office

Membership Form

- _____ \$50 Friend
- _____ \$75 Resident
- _____ \$200 Business and Property Owner
- _____ \$500 Gold Sponsor
- _____ \$1000 Platinum Sponsor

Name: _____

Business Name: _____

Address: _____

Phone: _____ Mobile _____

Email: _____



Yes, I'd like to include an additional, tax deductible donation to the IPCF Friends of Downtown Bloomington Fund, in support of public art, banners, cultural events and quality of life enhancements. (Write IPCF on the memo line of your check to DBA)

_____ \$10 _____ \$25 _____ \$50 _____ \$ 100 _____ \$500 _____ \$ Other

- _____ Sign me up for your newsletters
- _____ Contact me about volunteer opportunities
- _____ I'd like to serve on a committee.



FOR COUNCIL: May 27, 2014

**SUBJECT:** Intergovernmental Agreement to Support Household Hazardous Waste (HHW) Collection in Bloomington, Normal and McLean County to be Overseen by the Ecology Action Center (EAC) for \$31,500 per year for three (3) years

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

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

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

**BACKGROUND:** Bloomington has limited service in the area of HHW collection. These materials are contaminants that cannot be legally disposed of in the McLean County Landfill. The same is true for Normal and McLean County. Rather than each government entity creating their own programs, the municipal governments have turned to the EAC to lead this effort through periodic special collections. The Biennial HHW Collection Agreement formalizes this arrangement and provides a funding mechanism. The proposal fits squarely into the City's Strategic Plan by partnering in order to provide service and address cost efficiency.

The service is valuable and should be provided as a way to dissuade people from illegally placing the materials into their household waste. These HHWs are materials that are commonly found in households. Following are examples:

- Oil-based paints
- Paint thinners
- Used motor oil
- Herbicides
- Drain cleaners
- Old gasoline
- Antifreeze
- Cleaning products
- Mercury
- Double bagged and wetted asbestos
- Household batteries
- Insecticides
- Lawn chemicals
- Pesticides
- Solvents
- Pool chemicals
- Hobby chemicals
- Aerosol paints and pesticides
- Fluorescent lamp bulbs
- Old and outdated medicines and pharmaceuticals

Payment to the EAC will be made to a designated fund. It is to be based on a per capita ratio. The City was asked to pay \$31,500 per year, which amounts to forty-five percent (45%) of the cost. The contract lasts three (3) years and ensures biennial collections. Annual renewal is automatic unless the City formally withdraws.

**Demonstrated Need:** An HHW collection event in 2012 had a cost of \$143,000. The three (3) governing bodies paid half and contributions provided the other half. According to the EAC, residents used 1,951 vehicles to bring 161,640 pounds of hazardous waste to the collection point, the McLean County Interstate Center. It was the first locally produced and funded collection event and demonstrated the need to hold more such events. The unexpectedly high turnout resulted in two (2) hour wait times during the September 2012 event, the first one held in Bloomington-Normal in five (5) years. EAC turned to local funding because of lack of available funding from the Illinois Environmental Protection Agency (IEPA).

Another event was hosted by EAC in October 2013. At this event, wait times were reduced to forty-five (45) minutes at peak times and far less at others. Collection results from EAC include the following:

- Combined total of 20,693 gallons of hazardous materials including
- 1,155 gallons of oil paints
- 4,439 gallons of pesticides
- 1,615 gallons of aerosol paints
- 5,652 gallons of combustible substances among other materials.

HHW collection is a need identified in the McLean County Integrated Solid Waste Management Plan Five (5) Year Update, which was produced in 2012. The document notes few HHW collection options in the area and warns that household hazardous waste can contaminate ground water.

EAC also provides educational components. Its Internet site promotes use of non-hazardous materials to replace common household hazardous waste.

**FINANCIAL IMPACT:** The \$31,500 has been appropriated in the FY 2015 Budget under Solid Waste - Other Purchased Services (54404400 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on page 145.

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Proposed Intergovernmental Agreement  
Attachment 2: McLean County Integrated Solid Waste Management Plan Five Year Update

---

Motion: That the agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

## HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This agreement is entered into by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the "City", "Town", and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

### A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the administration and implementation of the McLean County Household Hazardous Waste Program, hereafter referred to as the "Program", to include coordination of biennial household hazardous waste (HHW) collection events for the City, Town, and County.

### B. Period of Agreement:

The agreement commences July 1, 2014 and ends December 31, 2017. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

### C. Services:

#### 1. City, Town, and County

The City, Town, and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee and
- b. provide funding for the project in accordance with item "D" of this agreement.
- c. provide direct assistance with HHW event needs where appropriate including usage of traffic barricades, police for traffic control on public roadways, etc.

#### 2. Center

The Center shall:

- a. coordinate biennial HHW collection events for the residents of the City, Town, and County in Fall 2015 and Fall 2017;
- b. provide the specific HHW coordination services to the City, Town, and County as outlined in Appendix A; and
- c. complete the following reporting requirements: 1) post-collection event reports to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) reporting to the Illinois Environmental Protection Agency if required; 3) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

### D. Project Costs:

1. The annual contract cost of the "Program" will be split by the City, Town, and County proportionally by population using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population.

2. Annual payments of \$31,500 each shall be made by the City by August 1st, pending receipt of an invoice from the Center by July 15th.
3. Annual payments of \$21,700 each shall be made by the Town by August 1st, pending receipt of an invoice from the Center by July 15th.
4. Annual payments of \$16,800 each shall be made by the County by August 1st, pending receipt of an invoice from the Center by July 15th.
5. Upon receipt by the Center, all program funds shall be designated as restricted funds within the "McLean County HHW Fund" held by the Center within a separate banking account.
  - a. Any interest earned by this account will be also be considered restricted funds for HHW purposes.
  - b. The Center will accept public contributions to the "McLean County HHW Fund" to be treated and expended in the same manner.
  - c. In the event of HHW funding received from the Illinois Environmental Protection Agency, said funding will be used prior to expending program funds.
  - d. At the end of the agreement period, unused program funds will be returned to the City, Town, and County unless re-designation for related purposes is mutually agreed upon at that time by all parties.
  - e. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, and County General Revenue Funds. Furthermore, it is also understood that the Center's ability to execute this agreement is contingent upon the continued renewal of the "Solid Waste Program Agreement", which provides funding for staff necessary to coordinate this Household Hazardous Waste program.
- E. The Center shall save and hold the City, Town, and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

_____  
City of Bloomington

_____  
Date

_____  
Town of Normal

_____  
Date

Paul Soren  
County of McLean

4/15/2014  
Date

_____  
Ecology Action Center

_____  
Date

APPENDIX A  
Services Provided

The Center shall:

- a. perform the following coordination services in providing for a HHW collection every second year of the contract:
  - distribute a request for proposals to potential subcontractors for the collection, transportation and disposal of hazardous and universal wastes;
  - review submitted proposals against criteria outlined in RFP;
  - select and hire qualified and insured hazardous waste service provider or providers ;
  - utilize local and/or nonprofit partners where beneficial to reduce service costs, i.e. e-waste collection;
  - identify and secure permission for usage of an appropriate event site;
  - secure permits and/or permission from the Illinois Environmental Protection Agency as required;
  - schedule biennial HHW collection event;
  - recruit and coordinate sufficient personnel to staff the non-hazardous needs of the collection event;
  - publicize biennial collection utilizing traditional and social media;
  - maintain opt-in email notification service to notify community residents of upcoming HHW collection opportunities;
  - adhere to all applicable laws and regulations;
  - design and manage collection events to minimize traffic issues or other hazards on public roadways;
  - promote other regional HHW collection events when open to local residents.
  
- b. provide for the financial management of the program to include:
  - application for HHW collection funding from the Illinois Environmental Protection Agency or other potential funding sources that become available;
  - solicitation of donations from the general public to the "McLean County HHW Fund" to supplement program funding;
  - the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
  - accounting of HHW program funds as restricted funds designated for the "McLean County HHW Fund" held in a separate account by the Center.
  
- c. provide for the administration of the program to include:
  - the submission of biennial reports to the City, Town, and County on the activities conducted in compliance with this agreement;
  - the submission of any required reports to the Illinois Environmental Protection Agency (IEPA);
  - the invoices for services performed in accordance with item "D" of this agreement and;
  - the reporting of program activities to the McLean County Solid Waste Technical Committee and other local government entities as requested.

APPENDIX B  
Biennial Program Budget

year	program funding	population percentage	subtotal
2014	Bloomington	45.0%	\$ 31,500
2014	Normal	31.0%	\$ 21,700
2014	McLean County Solid Waste Fund	24.0%	\$ 16,800
2015	Bloomington	45.0%	\$ 31,500
2015	Normal	31.0%	\$ 21,700
2015	McLean County Solid Waste Fund	24.0%	\$ 16,800
2015	Voluntary gate donations		\$ 10,000
2016	Bloomington	45.0%	\$ 31,500
2016	Normal	31.0%	\$ 21,700
2016	McLean County Solid Waste Fund	24.0%	\$ 16,800
2017	Bloomington	45.0%	\$ 31,500
2017	Normal	31.0%	\$ 21,700
2017	McLean County Solid Waste Fund	24.0%	\$ 16,800
2017	Voluntary gate donations		\$ 10,000
	TOTAL		\$ 300,000

year	expenses	subtotal
2015	HHW Disposal	\$ 141,000
2015	Printing	\$ 1,500
2015	Promotions	\$ 6,000
2015	Event Supplies	\$ 1,500
2015	Administration and Coordination	\$ 0 *
2017	HHW Disposal	\$ 141,000
2017	Printing	\$ 1,500
2017	Promotions	\$ 6,000
2017	Event Supplies	\$ 1,500
2017	Administration and Coordination	\$ 0 *
	TOTAL	\$ 300,000

* Funded through the McLean County Solid Waste Program

Exhibit A - Contractor Certification For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, or County of McLean to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. CONFLICT. Contractor certifies that no Town of Normal, City of Bloomington, or County of McLean officer or employee has any interest in the proceeds of this contract.
2. BRIBERY. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. DEBARMENT. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. SARBANES-OXLEY. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. BID RIGGING/BID ROTATING. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. DELINQUENT PAYMENTS. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, or County of McLean.
7. RECORDS. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. HUMAN RIGHTS ACTS. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. NON-DISCRIMINATION. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. DBE. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. PATRIOT ACT. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is 37-1157100.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal, City of Bloomington, or County of McLean held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal, City of Bloomington, or County of McLean its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this _____ day of _____, 20_____.

_____  
Ecology Action Center as Contractor

202 W. College Avenue  
Normal, Illinois 61761-2552



www.ecologyactioncenter.org  
Phone: 309-454-3169 • Fax: 309-454-7508

April 1, 2014

Jim Karch  
Bloomington Public Works  
P.O. Box 3157  
115 East Washington Street  
Bloomington, Illinois 61702-3157

RE: HHW Funding 2012 and 2015

Dear Mr. Karch:

In 2012 the Ecology Action Center coordinated the first-ever locally funded Household Hazardous Waste (HHW) collection event in McLean County. This was the culmination of a year-long fundraising effort necessitated by the absence of traditional funding for HHW from the Illinois Environmental Protection Agency (IEPA). While the community had grown accustomed to annual collection events provided by the IEPA in previous years, by September 2012 it had been five years since the last state funded event due to budget limitations at the state level and changes in the IEPA's site selection process.

The 2012 HHW campaign was successful in raising \$143,000 plus significant contributions of in-kind services which together covered the costs of the extremely successful September 2012 collection. Approximately half of the funding came from the City of Bloomington, Town of Normal, and McLean County, together providing \$75,000.

Going forward, the Ecology Action Center proposes a funding strategy less dependent upon private contributions. While demand for regular HHW collection is still strong, and a local study has documented a willingness on the part of local residents to pay at least a nominal fee for the service,¹ the EAC feels strongly that increased frequency of solicitations for HHW will not have the same result as the 2012 fundraising campaign. The success of the 2012 effort was highly dependent upon the long interval since the last HHW collection—five years. The backlog of demand resulted in significant generosity on the part of area businesses and residents, some making contributions multiple times. While the EAC will continue to solicit private contributions to supplement local government funding, the re-establishment of regular collections on a biennial schedule is unlikely to produce the same level of contributions.

Sincerely,

A handwritten signature in black ink that reads "Michael Brown".

Michael Brown  
Executive Director & Community Solid Waste Coordinator

---

¹ Conrad, Curran, Dawson, Glaza, Karplus, King, Madden, Myers, Neupane, Ouedraogo, Rardin, Saunders, Savacool, Schulte, Shtraus, Slisz, Smolski, Tervola, & Williams. Reducing Our Waste in Bloomington-Normal, IL. Normal, Illinois: Illinois State University Stevenson Center, 2011.



FOR COUNCIL: May 27, 2014

**SUBJECT:** Acceptance of Woodbury Estates Subdivision Park and Detention Basin Land for Ownership and Maintenance

**RECOMMENDATION/MOTION:** That the 1.4 acre park and 0.74 acre detention basin land in Woodbury Estates Subdivision be accepted by the City for ownership and maintenance, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods, and Goal 5. Great place - livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4d. Improved neighborhood infrastructure, and 5b. City decisions consistent with plans and policies. This development improves the quality of life for lower income residents and develops stronger neighborhoods, through the pride of ownership, by offering affordable housing to those who may not otherwise have been able to obtain home ownership.

**BACKGROUND:** The Woodbury Estates Subdivision has been developed by the Tornquist Family Foundation, a not for profit charitable foundation, with the intent of providing “affordable housing” to low income families. There are fifty-five (55) buildable lots in the subdivision. The City’s Community Development Division provided a Community Development Block Grant of \$354,354 to help in this effort. In return, ten percent (10%) of the lots were conveyed to Community Development for Youth Build projects, Area Vocational Center Building Trades class projects and others; twenty percent (20%) of the homes are to be built through Habitat for Humanity and sold to families whose income is below fifty percent (50%) of the median income for the metropolitan area; with the remaining seventy percent (70%) being subsidized, built and sold by the Tornquist Family Foundation. In return for providing these affordable properties, the City agreed to waive fees for permits, annexation and park dedication.

Council approval is requested for the City to accept ownership and maintenance of the 1.4 acre park and 0.74 acre detention basin, Outlots B and A respectively as shown on Exhibit A.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Tornquist Family Foundation.

**FINANCIAL IMPACT:** The Parks, Recreation and Cultural Arts Department will maintain the acquired properties utilizing existing mowing and maintenance crews. The department has developed conceptual plans (Exhibit B) for the 1.4 acres of green space. This park will be developed in the future as funding allows.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, Director of Public Works  
John R. Kennedy, Director of Parks, Rec. & Cultural Arts  
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Detention Basin Land Grant  
Attachment 2. Park Land Grant  
Attachment 3. Exhibit A – Plat  
Attachment 4. Exhibit B – Concept Plan

Motion: That the 1.4 acre park and 0.74 acre detention basin land in Woodbury Estates Subdivision be accepted by the City for ownership and maintenance, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**WARRANTY DEED**



This Indenture Witnesseth that Tornquist Family Foundation, of the City of Bloomington in the County of McLean and State of Illinois, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, CONVEYS and WARRANTS to CITY OF BLOOMINGTON, a Municipal Corporation of the City of Bloomington County of McLean and State of Illinois, hereinafter referred to as "Grantee", the following described Real Estate, to wit:

OUTLOT "A" IN WOODBURY ESTATES SUBDIVISION, FIRST ADDITION, CITY OF BLOOMINGTON, McLEAN COUNTY, AS FILED FOR RECORD AS DOCUMENT NUMBER 2007-00017474 IN THE OFFICE OF THE RECORDER OF MCLEAN COUNTY, ILLINOIS, BEING 0.74 +/- ACRES.

Parcel ID Number: part of 21-08-182-015

Situated in the County of McLean and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Grantee assumes and agrees to pay the 2014 and subsequent years real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.

Dated this _____ day of _____, A.D. 2014

_____(Seal)

_____(Seal)

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF McLEAN        )

I, the undersigned, a Notary Public in, and for said County and State aforesaid DO  
HEREBY

CERTIFY, that _____ is/are personally known to me to  
be the same persons whose names are subscribed to the foregoing instrument, appeared before  
me this day in person and acknowledged that they signed, sealed and delivered the said  
instrument as their free and voluntary act, for the uses and purposes therein set forth, including  
the release and waiver of the right of homestead.

Given under my hand and notarial seal, this _____ day of _____. A.D. 2014.

_____

Notary Public

Send tax notice to: City of Bloomington, Finance Department, 109 E. Olive Street,  
Bloomington, IL 61701

This instrument was prepared by _____, 109 E. Olive, Bloomington, IL 61701

**WARRANTY DEED**



This Indenture Witnesseth that Tornquist Family Foundation, of the City of Bloomington in the County of McLean and State of Illinois, hereinafter referred to as "Grantor", for and in consideration of the sum of

TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, CONVEYS and WARRANTS to CITY OF BLOOMINGTON, a Municipal Corporation of the City of Bloomington County of McLean and State of Illinois, hereinafter referred to as "Grantee", the following described Real Estate, to wit:

OUTLOT "B" IN WOODBURY ESTATES SUBDIVISION, FIRST ADDITION, CITY OF BLOOMINGTON, McLEAN COUNTY, AS FILED FOR RECORD AS DOCUMENT NUMBER 2007-00017474 IN THE OFFICE OF THE RECORDER OF MCLEAN COUNTY, ILLINOIS, BEING 1.40 +/- ACRES.

Parcel ID Number: part of 21-08-185-007

Situated in the County of McLean and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Grantee assumes and agrees to pay the 2014 and subsequent years real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.

Dated this _____ day of _____, A.D. 2014

_____(Seal)

_____(Seal)

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF McLEAN        )

I, the undersigned, a Notary Public in, and for said County and State aforesaid DO  
HEREBY

CERTIFY, that _____ is/are personally known to me to  
be the same persons whose names are subscribed to the foregoing instrument, appeared before  
me this day in person and acknowledged that they signed, sealed and delivered the said  
instrument as their free and voluntary act, for the uses and purposes therein set forth, including  
the release and waiver of the right of homestead.

Given under my hand and notarial seal, this _____ day of _____. A.D. 2014.

_____

Notary Public

Send tax notice to: City of Bloomington, Finance Department, 109 E. Olive Street,  
Bloomington, IL 61701

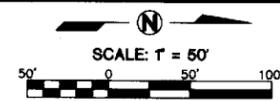
This instrument was prepared by _____, 109 E. Olive, Bloomington, IL 61701

# WOODBURY ESTATES SUBDIVISION FIRST ADDITION

PART OF THE SW1/4 & PART OF THE NW1/4 SEC. 8, T.23N, R.2E, 3P.M, CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

**DEVELOPER**  
Tomquist Family Foundation  
John Tomquist, President  
3 Northcrest Road  
Bloomington, IL 61701  
Phone No. 309/663-1428

**ATTORNEY**  
Todd Bugg  
1001 N. Main Street  
Bloomington, IL 61701  
Phone No. 309/826-4310



- LEGEND**
- BOUNDARY OF SUBJECT PREMISES
  - 5/8" IRON ROD SET
  - 5/8" IRON ROD FOUND
  - UTILITY EASEMENT LIMITS
  - 25' BUILDING SETBACK LINE
  - EASEMENT CENTERLINE
  - CREEK FLOW LINE
  - 8" GAS CENTERLINE EXISTING 8" GAS MAIN

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF McLEAN)

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that I have surveyed, in accordance with the laws and usages of the State of Illinois, and with the Ordinances of the City of Bloomington, for Tomquist Family Foundation the following described property to wit:

Part of the SW1/4 and part of the NW1/4 of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of the SW1/4 of Section 8, said point also being the southeast corner of the NW1/4 of Section 8; thence N 89°-32'-49"W, 437.05 feet on the north line of the SW1/4 of Section 8 to the Point of Beginning on the west line of Parkview Subdivision according to the Plat recorded in Plat Book 6, Page 16 in the McLean County Recorder of Deeds Office; thence S 01°-02'-18"E, 328.35 feet on said west line of Parkview Subdivision to the centerline of Goose Creek; thence N 68°-18'-17"W, 41.88 feet on said centerline of Goose Creek; thence N 30°-25'-48"W, 78.23 feet on said centerline of Goose Creek; thence N 68°-20'-53"W, 156.49 feet on said centerline of Goose Creek; thence N 51°-23'-39"W, 56.25 feet on said centerline of Goose Creek; thence N 58°-47'-58"W, 75.97 feet on said centerline of Goose Creek; thence N 51°-58'-38"W, 59.14 feet on said centerline of Goose Creek; thence N 77°-02'-45"W, 95.82 feet on said centerline of Goose Creek; thence N 55°-30'-53"W, 72.15 feet on said centerline of Goose Creek; thence N 57°-45'-49"W, 44.94 feet on said centerline of Goose Creek; thence N 59°-44'-23"W, 74.87 feet on said centerline of Goose Creek; thence N 67°-00'-45"W, 41.35 feet on said centerline of Goose Creek; thence N 58°-29'-26"W, 71.14 feet on said centerline of Goose Creek; thence N 69°-05'-09"W, 34.82 feet on said centerline of Goose Creek; thence N 21°-04'-21"E, 349.20 feet on said right of way line to a point lying 60.00 feet easterly of said southbound main track centerline of the Union Pacific Railroad, thence N 24°-45'-09"E, 193.52 feet on said right of way line, parallel with and 60.00 feet easterly of the southbound main track centerline of the Union Pacific Railroad, to the southwest corner of Lot 10 in Woodbury Estates Subdivision according to the Plat thereof recorded as Document No. 2006-13632; thence S 05°-14'-51"E, 113.80 feet on the south line of said Woodbury Estates Subdivision; thence S 24°-45'-09"W, 21.74 feet on the south line of said Woodbury Estates Subdivision; thence S 85°-14'-51"E, 150.28 feet on the south line of said Woodbury Estates Subdivision; thence N 25°-36'-26"E, 62.44 feet on the south line of said Woodbury Estates Subdivision; thence S 80°-36'-23"E, 107.91 feet on the south line of said Woodbury Estates Subdivision; thence S 01°-16'-32"E, 4.43 feet on the south line of said Woodbury Estates Subdivision; thence S 80°-19'-06"E, 50.00 feet on the south line of said Woodbury Estates Subdivision; thence N 88°-43'-28"E, 105.93 feet on the south line of said Woodbury Estates Subdivision to the west line of said Parkview Subdivision; thence S 01°-16'-32"E, 483.58 feet on the west line of said Parkview Subdivision to the corner of said Parkview Subdivision on the south line of the NW1/4 of Section 8; thence S 89°-32'-49"E, 25.85 feet on said south line of the NW1/4 of Section 8 to the Point of Beginning containing 9.57 acres, more or less, with assumed bearings given for description purposes only.

**CURVE DATA TABLE**

CURVE #1
Δ = 10°-57'-26"
R = 275.00'
L = 52.59'
T = 26.38'
C = 52.51'
CB = S.04°-12'-11"W.

NOTE: SEE SHEET 2 OF 2 FOR EASEMENT DETAILS

**CITY CLERK'S CERTIFICATE**

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF McLEAN)

I, Tracey Covert, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of Woodbury Estates Subdivision First Addition, presented, passed and approved at a regular meeting of said City Council held on _____ day of _____, 2007, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____ A.D. 2007.

*Tracey Covert*  
City Clerk

**DIRECTOR OF ENGINEERING CERTIFICATE**

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF McLEAN)

I, Douglas G. Groveteen, Director of Engineering for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2007.

*Douglas G. Groveteen*  
Director of Engineering

I further certify that I have subdivided the same into 28 lots, Outlot "A", Outlot "B" and the streets as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All streets and easements designated on said plat are dedicated for public use and the use of community antenna television systems.

Said subdivision is to be known as Woodbury Estates Subdivision First Addition, City of Bloomington, McLean County, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the described property as subdivided.

I further certify that a part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Map Number 17113C0484D with an effective date of February 9, 2001.

Lewis, Yockey & Brown, Inc.  
Consulting Engineers & Land Surveyors  
505 N. Main St.  
Bloomington, IL 61701

Date: 5/8/07  
David P. Brown  
Illinois Professional Land Surveyor No. 2725  
License Expires 11/30/2008

ORDINANCE 2007-51



PL 2136 D  
FINAL PLAT  
WOODBURY ESTATES SUBDIVISION  
FIRST ADDITION  
CITY OF BLOOMINGTON, McLEAN COUNTY, IL

**Lewis, Yockey & Brown, Inc.**  
Consulting Engineers & Land Surveyors  
505 North Main Street  
Bloomington, Illinois  
Ph. (309) 829-2532

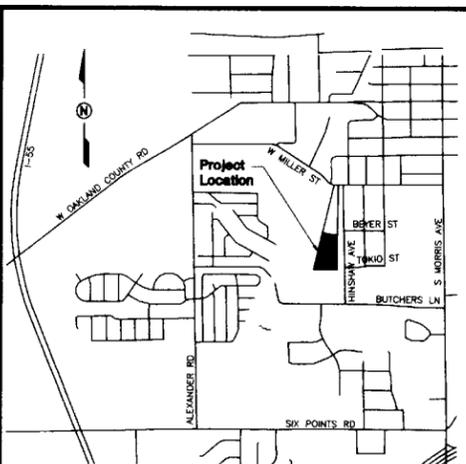
222 East Center Street  
Lafayette, Illinois  
Ph. (309) 962-8151

155 South Elm Street  
El Paso, Illinois  
Ph. (309) 527-2532

Rev.		By	744
		Drawn	SPN
		Design	DEM
		Approved	DPB

4535101

Exhibit A



**LOCATION MAP**  
NO SCALE

APPROXIMATE LOCATION OF 100 YEAR BASE FLOOD FLOODPLAIN LIMIT PER FIRM MAP NUMBER 17113C0484D DATED FEBRUARY 9, 2001



65' STRIP OF LAND PREVIOUSLY DEDICATED TO THE CITY OF BLOOMINGTON AND AMERICAN ON THE FINAL PLAT OF WOODBURY ESTATES SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOC. NO. 2006-13632.

INFORM# 00588550013 Type: PLAT  
Recorded: 05/29/2007 at 09:51:22 AM  
Total Amt: \$94.00 Page 1 of 13  
Rentals: \$10.00  
Bloomington, IL  
McLean County, IL  
H. Leo Newton Recorder  
File 2007-00017474

N. Line SW1/4 Sec. 8      S. Line NW1/4 Sec. 8

N.89°-32'-49"W.  
437.05'

NE Corner SW1/4 Sec. 8 &  
SE Corner NW1/4 Sec. 8



**CONCEPT PLAN**

**Woodbury Park  
Concept Plan  
February 14th, 2014  
North ↑**

Preliminary internal cost estimate to develop in-house is \$50,000-\$100,000. Range could fluctuate when a more formal grading and drainage plan is completed.  
Green Area ~.84 acres  
Total ~ 1.25 acres  
Concept plan created by: Dave Lamb and Bob Moews.

# Pillar Ridge

Express Price: \$10,927.00*

Model Number: **ES19600**



Model View

**SAMPLE: 5-12  
YEARS OLDS**

# Toddler 6

\$9,060.00

Model Number: 20006



Model View

**SAMPLE: 2-5  
YEAR OLDS**



SAMPLE TREEHOUSE

SAMPLE TREEHOUSE



**Item 8E.**

**Resolution Supporting the Mahomet Aquifer  
Sole Source Application with the  
US Environmental Protection Agency**

**(10 minutes)**

**(This item will be provided via addendum.)**