

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, SEPTEMBER 8, 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**
- 5. Public Comment**
- 6. “Consent Agenda”**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.

The City’s Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council’s Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.

- A. Council Proceedings of August 25, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of August 25, 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. Illinois Commerce Commission (ICC) Petition and Filing for Installation of Pedestrian Crossings of the Railroad Tracks along the north side of Washington St., west of Western Ave. (Recommend that the Petition be approved for filing with the ICC.)**

- D. Waive Formal Bid Process and Authorize the Purchase of Personal Protective Equipment – Firefighting Turnout Gear. (Recommend that the formal bid process be waived, the purchase of twenty-five (25) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc. (MES), Deer Creek, IL, be approved, in the amount of \$62,400, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.)**
- E. Waive Formal Bid Process and Purchase of Fire Priority Dispatch System from Priority Dispatch. (Recommend that the formal bid process be waived, the purchase of a Fire Priority Dispatch System from Priority Dispatch, Salt Lake City, UT be approved, in the amount of \$53,759, the Purchasing Agent be authorized to issue a Purchase Order, the Resolution be adopted, and the City Manager or his designee to execute the necessary documents.)**
- F. Analysis of Request For Proposal (RFP) for Annual Maintenance Agreement for Citywide Network and VoIP Telephone Infrastructure. (Recommend that the RFP for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP, (Voice over Internet Protocol), infrastructure be awarded to Sentinel Technologies Inc., Springfield, IL, the agreement be approved, in the amount of \$93,308 for the first year and including up to four(4) options years, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on September 13, 2014. (Recommend that the Ordinance be passed.)**
- H. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 23, 2015. (Recommend that the Ordinance be passed.)**
- I. Application of Setinthebar, Inc., d/b/a Jazz Upfront, located at 105 W. Front St., requesting a TAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (Recommend that a TAS liquor license for Setinthebar, Inc., d/b/a Jazz Upfront, located at 105 W. Front St., be created, contingent upon compliance with all applicable health and safety codes.)**
- J. Application of Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license. (Recommend that an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, be created, contingent upon compliance with all applicable health and safety codes.)**

- K. Request for a change of classification by Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., requesting the addition of a P, packaged liquor, which allows the sale of packaged liquor for consumption off the premises seven (7) days a week, to their RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (Recommend that a change of classification from an RAS to an RAPS liquor license for Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., be approved contingent upon compliance with all health safety codes.)**
- L. Application of Highland CVS, LLC, d/b/a CVS Pharmacy #8660, located at 210 N. Center St., currently holding a PAS liquor license which allows the sale of all types of packaged liquor for consumption off the premises seven (7) days a week; to remove condition 2.) No single serve sales permitted before 12 noon. (Recommend that condition 2.) No single serve sales permitted before 12 noon for Highland Park CVS, LLC d/b/a CVS Pharmacy #8660, located at 210 N. Center St., be removed.)**
- M. Contract for Motor Fuel Tax (MFT) Project Administration and Engineering Services, Clark Dietz Inc. (Recommend that the MFT Resolution be adopted.)**

7. “Regular Agenda”

- A. Analysis of Bids and Approval of Contract for Pepsi Ice Center Parking Structure Repairs. (15 minutes)**
- B. Application of Wehrenberg, Inc., d/b/a Bloomington Galaxy 14 Cine, located at 1111 Wylie Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (Recommend that an EAS liquor license for Wehrenberg, Inc., d/b/a Bloomington Galaxy 14 Cine, located at 1111 Wylie Dr., be created, contingent upon compliance with all applicable health and safety codes.) (30 minutes)**
- C. Text Amendment to Chapter 44 (Zoning) of the Bloomington City Code, Section 44-3.2 Definitions, and Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District, to address Medical Marijuana. (Recommend that the Text Amendment be approved and the Ordinance passed.) (15 minutes)**

8. City Manager’s Discussion

9. Mayor’s Discussion

10. City Aldermen’s Discussion

11. Executive Session - cite section

12. Adjournment

13. Notes



FOR COUNCIL: September 8, 2014

SUBJECT: Council Proceedings of August 25, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of August 25, 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 August 25, 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 August 25, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of August 25, 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, August 25, 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 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.

Patricia Marton, 1114 E Grove St., addressed the Council. She continued to research elder abuse. She noted the use of the McLean County Law & Justice Center's Law Library. She had found laws regarding same. These statutes addressed physical and mental abuse. October was National Bullying Prevention Month. Information regarding same should be put on line. There were agencies available to assist individuals. Some were required reporters. She was working with the Neville House. She thanked the Council for their time and support.

Bruce Meeks, 1402 Wright, addressed the Council. 743 days had passed since he had proposed legislation regarding transparency. He expressed his disappointment. He believed that all meetings should be live streamed. The proposed Transparency Ordinance did not address retention. The City could do better. He presented the Council with a proposed Data Set Ordinance. He requested that it be placed on the Council's September 15, 2014 Committee of the Whole meeting. This City needed to change its culture. Any cost to implement the proposed ordinance could be included in the coming year's budget discussion. He thanked the Council for allowing public comment at all of its meetings.

Donna Boelen, 2702 Fox Trot Trail, addressed the Council. She questioned who at the City was responsible for Code Violation enforcement. Someone needed to hold the developer accountable. She questioned if there were consequences and mechanism in place with a time frame to address same. She cited erosion in the Fox Hollow Subdivision. She believed that this issue had been presented to the developer but nothing had been done in over three (3) years. This erosion could undermine the sewer, sidewalk, street, etc. She

believed that the issue was resident safety. She requested that the City provide information regarding an action plan to address this issue.

Alton Franklin, 508 Patterson Dr., addressed the Council. He cited the underpass for the Grove Subdivision. He thanked Alderman Schmidt for her comments regarding same. He also believed that the developers should be held responsible for same as part of the cost of doing business. He did not understand the developer's position. This was a safety issue. He questioned their concern regarding return on investment. He noted that there were Council members who expressed concern that the developers would build somewhere else.

He also addressed carriage walks. He questioned removal of same. He specifically questioned who and why they had been removed. Concerns had cited the cost of litigation.

Finally, Mr. Franklin requested that Council memorandums include a justification to waive the formal bid process.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He addressed the Grove Subdivision. He complimented Alderman Painter for standing up for the citizens. The underpass was an example of all citizens paying for something that would benefit a select few. The City intended to place the cost of sewer repairs upon low income citizens. The City had contractual obligations. There needed to be a return to reality.

The following was presented:

Oath of Tyler Zimmerman, Firefighter.

Mayor Renner introduced Mike Kimmerling, Fire Chief.

Mike Kimmerling, Fire Chief, addressed the Council. He introduced Tyler Zimmerman, Firefighter. Mr. Zimmerman was from Pontiac and had been raised on a farm. His older brothers were firefighters. Mr. Zimmerman earned his EMT – P, (Emergency Medical Technician – Paramedic), from Heartland Community College. Mr. Zimmerman had completed his probationary period with the City. He had graduated first in his class of thirty (30) from the Fire Academy. Mr. Zimmerman's family was present at this evening's meeting.

Tracey Covert, City Clerk, administer the Oath to Tyler Zimmerman.

The following was presented:

SUBJECT: Gold Level Designation as an Illinois Healthy Worksite Award

RECOMMENDATION/MOTION: Not applicable.

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

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

BACKGROUND: The City recently received “Gold” level designation as an “Illinois Healthy Worksite.” The newly-established Illinois Healthy Worksite designation is sponsored by the Governor’s Council on Health and Physical Fitness, the Illinois Chamber of Commerce, the Illinois Department of Public Health and the University of Illinois at Chicago’s Department of Kinesiology and Nutrition, who also provides evaluation and research assistance.

The Illinois Healthy Worksite designation was created as part of the statewide We Choose Health community transformation grant, which is funded by the U.S. Centers for Disease Control and Prevention and overseen by the Illinois Department of Public Health. Its purpose is to make communities healthier and reduce chronic disease. Worksite Wellness is one of the strategies selected to achieve the goal in Illinois. The Illinois Healthy Worksite designation was created to engage employers throughout the state in worksite wellness best practices.

The Illinois Healthy Worksite designation is a three (3) year award that includes three (3) levels of recognition: Gold, Silver and Bronze. The designation requires satisfying criteria that are recognized best practices in creating a worksite culture of health. The criterion includes:

1. Actively promoting and supporting healthy nutrition at work.
2. Providing and encouraging opportunities for physical activity at work.
3. Developing a 12-month Health and Wellness Calendar and an ongoing communications plan to promote employee health and wellbeing throughout the year.
4. Demonstrating a commitment to employee health and wellbeing by making it part of the organization’s mission statement, goals and operations.
5. Developing lifestyle and disease management strategies and measuring their success annually.

The City was one (1) of seven (7) organizations selected for the highest level of distinction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Pam McDowell, City Clerk Support Staff V
Nora Dukowitz, Communication Manager

Reviewed by:

Emily Bell, Director of Human Resources

Recommended by:

David A. Hales
City Manager

Mayor Renner presented the Gold Level Healthy Worksite Award to Tina Swanson, Wellness Coordinator.

David Hales, City Manager, addressed the Council. The City was one (1) of seven (7) employers in the state to receive the Gold Level. He cited Ms. Swanson's efforts and employee participation in the City's wellness programs.

The following was presented:

SUBJECT: Presentation of the Certificate of Distinction from the International City/County Management Association Center for Performance Analytics

RECOMMENDATION/MOTION: Not applicable.

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

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

BACKGROUND: The International City/County Management Association (ICMA) announced that Bloomington, Illinois, is being recognized for its performance management efforts with a Certificate of Distinction from the ICMA Center for Performance Analytics™.

“The certificate program recognizes the principles of performance management,” said Randall H. Reid, ICMA Director of Performance Initiatives. “Jurisdictions meeting the qualifications have demonstrated leadership in continuous improvement and community engagement, and they serve as examples for other governments to follow.”

ICMA assesses a local government's performance management program and encourages analysis of results by comparing to peers and gauging performance over time. Performance management aids in cost reduction, program prioritization, and quality improvement. It also encourages accountability and transparency. Certificates are awarded at the levels of Achievement, Distinction, and Excellence. Bloomington is among 11 jurisdictions receiving the Certificate of Distinction, and one of 49 recognized throughout the nation.

Criteria for the Certificate of Distinction include:

- Reporting of performance data to the public through budgets, newsletters, and/or information provided to elected officials

- Data verification efforts to ensure reliability
- Staff training
- Use of performance data in strategic planning and operational decision-making
- Sharing of performance measurement knowledge with other local governments through presentations, site visits, and other networking.

The announcement marks the third consecutive year the City has been recognized with the Certificate of Distinction from the ICMA. City Manager, David A. Hales stated “This acknowledgement from the ICMA is a testament to the hard work and dedication displayed by our City staff. The City’s culture and practice of monitoring performance and tracking results is vital to the success of the organization and the effort to continuously improve service delivery to citizens. I am very proud of staff’s accomplishments and I applaud their continuous journey toward excellence.”

About ICMA

Now in its 100th year, ICMA, the International City/County Management Association, advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA provides member support; publications; data and information; peer and results-oriented assistance; and training and professional development to nearly 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect millions of individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

About the Center for Performance Analytics

ICMA’s Center for Performance Analytics is dedicated to helping local governments use performance information to better the lives of the people they serve. The Center encourages the use and public reporting of performance information in a positive, continuous-learning environment in order to foster organizational cultures that deliver results that matter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Alexander S. McElroy, Asst. to the City Manager

Recommended by:

David A. Hales
City Manager

Mayor Renner announced the City's receipt of the ICMA Certificate of Distinction Award.

David Hales, City Manager, addressed the Commission. This was an annual award given by the ICMA's Center for Performance Analytics. The City was one (1) of eleven (11) to receive same. He noted Alex McElroy's, Asst. to the City Manager, primary responsibility regarding same. Performance metrics were part of performance measurement. He also cited the efforts of City staff regarding same.

The following was presented:

SUBJECT: Council Proceedings of August 11, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of August 11, 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 August 11, 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.

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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 Lower that the reading of the minutes of the previous Council Proceedings of August 11, 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.

FINANCIAL IMPACT: Total disbursements to be approved \$6,386,717.69, (Payroll total \$2,370,947.19, PCard total \$177,529.68, and Accounts Payable total \$3,838,240.82).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Lower 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: Appointment to the Bloomington Planning Commission

RECOMMENDATION/MOTION: That the Appointment be approved.

STRATEGIC PLAN LINK: Goal 3. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of John Protzman, 2913 Southfork Rd., Bloomington 61704 to the Planning Commission. He will replace the position held by Charles Stuckey and his term will expire on April 30, 2017.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Pam McDowell, City Clerk Support Staff V

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Lower that the Appointment 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: Towanda Ave. - Vernon Ave. Intersection Study and Planning

RECOMMENDATION/MOTION: That the formal bid process be waived, the Professional Engineering Service Contract with Knight E/A Inc. be approved, in an amount not to exceed \$57,097.74, the Mayor and City Clerk be authorized to execute the necessary documents, the Resolution be adopted, and the corresponding Motor Fuel Tax resolution be adopted.

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

STRATEGIC PLAN SIGNIFICANCE: 2a. Better quality roads and sidewalks, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: City staff believes northbound Towanda Ave. traffic would be well-served by a right turn lane at the intersection with Vernon Ave. The City and the Town of Normal jointly own and operate the intersection and plan to modernize the intersection. The jointly controlled intersection is under an intergovernmental agreement between the two (2) agencies. The City must complete a study of the intersection in order to proceed with the addition of the turn lane, which is on the City's portion of the intersection. The additional study would also justify staff's position through federal standards on the need for the northbound right turn lane. Staff requests that Knight E/A Inc., Springfield, IL, be hired to conduct the work.

Rationale to waive bidding:

1. **Quality work, competitive price.** On Oct. 28, 2013, Knight was chosen by the City under Quality Based Selection to design the installation of traffic signals at three (3) unsignalized intersections: Hershey Ave. at Arrowhead Dr., Hershey Ave. at Clearwater Dr. and GE Rd. at Keaton Pl./Auto Row. Knight was chosen over eleven (11) other engineering firms. The Public Works staff provides feedback to consultants through three (3) main criteria which are quality, customer service and project management skill. Knight has performed well within these three (3) criteria with the City and the Illinois Department of Transportation (IDOT) so far on the three (3) unsignalized intersections under design.
2. **Proximity.** The Towanda - Vernon work is in proximity to another Knight project, the intersection of GE Rd. and Keaton Pl./Auto Row. It shows a high level of competence in handling the complexities of filings and reporting required for Motor Fuel Tax projects. Using Knight for Towanda - Vernon would mark a logical extension of Knight's existing work. Using the same firm helps the City cohesively coordinate traffic and street changes along the Vernon Ave. - GE Rd. corridor.

Scope of work: Knight E/A will perform a topographic survey, prepare environmental review documents and reports, perform a traffic study and analysis, prepare an IDS and produce construction plans. It also will present at one (1) public meeting and obtain soil borings as required for the intersection of Towanda Ave. and Vernon Ave.

The Town of Normal will be participating in construction costs and also will be involved in the development, review and approval of the project.

The contract amount included in the Professional Engineering Services Agreement would be a not to exceed amount. The final overall rates and fees proposed by Knight are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal. The project will be discussed with the public during a public meeting.

FINANCIAL IMPACT: The FY 2015 Adopted Budget includes \$400,000 for the design and construction of this project. This is budgeted under Motor Fuel Tax - Design (20300300 - 70050) and Motor Fuel Tax - Street Construction and Improvements (20300300 - 72530). Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 11 and 294.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 39

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES
FOR THE TOWANDA AVE. – VERNON AVE. INTERSECTION STUDY FROM
KNIGHT E/A INC. AT A PURCHASE PRICE NOT TO EXCEED \$57,097.74**

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 Professional Engineering Services at a Purchase Price not to exceed \$57,097.74.

ADOPTED this 25th day of August, 2014.

APPROVED this 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(RESOLUTION NO. 2014 – 40 ON FILE IN CLERK’S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Lower that the formal bid process be waived, the Professional Engineering Service Contract with Knight E/A Inc. be approved, in an amount not to exceed \$57,097.74, the Mayor and City Clerk be authorized to execute the necessary documents, the Resolution adopted and the corresponding Motor Fuel Tax 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: Analysis of Bids for Compressor Replacement at the US Cellular Coliseum (USCC) and Contract with US Mechanical Services

RECOMMENDATION/MOTION: That the bid for replacement of three (3) compressors at the USCC be awarded to the sole bidder, US Mechanical Services in the amount of \$64,964.06, the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

BACKGROUND: At the time the Invitation to Bid was developed, one (1) compressor at the Coliseum was not working. Prior to the pre-bid walk through another compressor failed and the number of compressors to be replaced was changed to two (2) through Addendum No. 1 with an alternate to replace a third compressor. On July 12, 2014 large metal shavings were discovered from another failing compressor, hence the recommendation to accept Alternate No. 1 to replace a total of three (3) compressors. The contract amount represents the acceptance of the alternate, (total of three compressors being replaced; material and labor), as well as extended warranties on the new compressors. The compressors come with a one year parts and labor warranty, the extended warranty covers them for years two (2) through five (5); parts only.

Each roof top unit utilizes six (6) compressors; with one compressor down this puts extra strain and depletes the life of the five (5) working compressors. It is vital that we replace the faulty equipment to prolong the life of all components and run as efficiently as possible.

A bid submission was received from one firm; below is the bid breakdown:

Company	City, State	Proposal Price	Alt. #1	Warranty (add)
US Mechanical Services	Champaign, IL	\$36,975.51	Add \$19,138.55	\$2,950 each

There were six (6) businesses on the plan holders list, four (4) being plan houses and two (2) being HVAC contractors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Capital Lease Budget includes \$100,000 for repair & upgrades to the HVAC, ice refrigeration equipment, etc. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 110, 114 and 267.

Respectfully submitted for Council consideration.

Prepared by: Derrick Hengstebeck, Interim Facilities Manager

Reviewed by: Alexander S. McElroy, Asst. to the City Manager
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager
Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel
Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON
CONTRACT WITH U.S. MECHANICAL SERVICES, INC.
FOR COMPRESSOR REPLACEMENT**

THIS AGREEMENT, dated this ____ day of August, 2014, is between the City of Bloomington (hereinafter “CITY”) and U.S. Mechanical Services, Inc. (hereinafter “U.S. MECHANICAL SERVICES”).

WHEREAS, the CITY sought bids for the removal and installation of three new compressors at the U.S. Cellular Coliseum, and other work described in the Invitation to Bid; and

WHEREAS, the CITY determined that U.S. MECHANICAL SERVICES was the lowest responsible bidder and should be awarded the bid.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. U.S. MECHANICAL SERVICES agrees to perform the work identified in the Invitation to Bid, along with Addendum No.1, attached hereto as Exhibit A, along with a five year warranty on each compressor. The work shall include removal and replacement of compressor No. 6 in RTU No. 2, compressor No. 4 in RTU No. 1, and compressor No. 1 in RTU No. 1. U.S. MECHANICAL SERVICES shall further perform the work as set forth and identified in the Invitation to Bid and Addendum No.1 (hereinafter collectively referred to as “Work”).

Section 3. Incorporation of RFP & Proposal Terms. The provisions of the Invitation to Bid, Bid No.2015-01, and Addendum No.1 thereto, attached hereto as Exhibit A, and the proposal submitted by U.S. MECHANICAL SERVICES, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by U.S. MECHANICAL SERVICES.

Section 4. Payment. For the Work performed by U.S. MECHANICAL SERVICES, the CITY shall pay U.S. MECHANICAL SERVICES \$64,964.06. Payment terms shall be as set forth in the Invitation to Bid.

Section 5. Prevailing Wage. This Contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 6. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by U.S. MECHANICAL SERVICES’s failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within U.S. MECHANICAL SERVICES’S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 7. Indemnification. To the fullest extent permitted by law, U.S. MECHANICAL SERVICES shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with U.S. MECHANICAL SERVICES’s operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY’s officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 8. General Liability Insurance. U.S. MECHANICAL SERVICES shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, as set forth within the Invitation to Bid, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. U.S. MECHANICAL SERVICES hereby represents it is legally able to perform the work.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. U.S. MECHANICAL SERVICES and all work performed under this Contract by U.S. MECHANICAL SERVICES shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

U.S. MECHANICAL SERVICES, INC.

By: Tari Renner
Its Mayor

By: _____
Its _____

ATTEST:

By: Tracey Covert
City Clerk

By: _____
Its _____

Motion by Alderman Fazzini, seconded by Alderman Lower that the bid for replacement of three (3) compressors at the USCC be awarded to US Mechanical Services, the sole bidder, in the amount of \$64,964.06, the contract be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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: Reject the lone Proposal and Authorize staff to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services at the US Cellular Coliseum (USCC)

RECOMMENDATION/MOTION: That the lone Proposal be rejected and staff be authorized to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services for the USCC.

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

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

BACKGROUND: The City issued a legal notice of Request for Proposals (RFP) for controls system services for the USCC HVAC system on May 30, 2014. Staff proactively solicited seven (7) contractors in an effort to foster competitive selection process. Contractors solicited are as follows:

Company	Location
Applied Controls, Inc.	Warrenville, IL
ENTEK Controls	Irvine, CA
CCI Automated Technologies	Seattle, WA
iSYS	Canton, MA
Control Contractors, Inc.	Las Vegas, NV
Certified Mechanical, Inc.	Cleveland NC
Johnson Controls, Inc.	East Peoria, IL

A total of fourteen (14) contractors requested/received the RFP. RFP were due Wednesday, June 25, 2014 by 2:00 p.m. The City received only one (1) RFP in response. The result was as follows:

Company	Location	Base Bid	Alternate Bid	Hourly Breakdown
Johnson Controls, Inc.	East Peoria, IL	\$7,550	\$728	\$92.50/hr.

When the Coliseum was constructed in 2004 - 2006, Johnson Controls provided the installation of the existing HVAC controls system. Since this time the controls system has experienced significant malfunctions and deficiencies due to improper and poor installation and systems configuration. The City is currently in litigation with Johnson Controls to remedy the costs experienced by the City.

Following the City's initial solicitation for controls services, Applied Controls, Inc. (Applied) issued a letter to the City citing their inability to present a proposal due to a backlog of work. Applied stated to staff that given their current workload they would not be able to commence the work until sometime in October. If the initial proposals are rejected, the process of conducting another RFP would not result in work commencing before an October timeline. Furthermore, the City could experience similar results from an unsuccessful RFP which would delay the necessary work at the Coliseum even further.

Staff is seeking the authority to engage Applied as a sole source vendor due to their intimate knowledge of the Coliseum's HVAC systems, credentials as a Johnson Controls certified contractor, references, cost saving opportunity, and ability to complete the work within the City's timeline.

Applied is very familiar with the intricate and complex controls system inside the USCC. In December 2013, Applied accompanied Ketchmark & Associates during the initial assessment of the Coliseum's HVAC systems to offer technical advice on proper system configuration when the smoke and general exhaust systems were found to be deficient. Applied comes highly recommended by Ketchmark to perform the necessary repairs based on their credentials as being a Johnson Controls certified vendor/installer and their past experiences with the company.

Staff estimates the project will take two (2) weeks to complete with the contractor being paid hourly. Due to the complexity of the Coliseum's HVAC system, it is anticipated that a contractor unfamiliar with its specific configuration would require two (2) to three (3) days to assess before repairs could commence. Applied is knowledgeable regarding the Coliseum's system from the audit performed on the smoke and general exhaust system. Capitalizing on Applied's knowledge of the Coliseum's systems could prove to be a cost saving measure as the contractor will be paid hourly and the City would not have to pay for the time required for the contractor to learn the Coliseum's unique system configuration.

Applied has the knowledge, skills, and expertise to timely and properly assess, configure, and remedy the deficiencies with the Coliseum's HVAC controls system. Staff recommends engaging Applied to perform the necessary repairs and proper configuration of the Coliseum's HVAC system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The RFP was advertised in The Pantagraph on May 30, 2014. Applied Controls, Inc.; ENTEK Controls; CCI Automated Technologies; iSYS; Control Contractors, Inc.; Certified Mechanical, Inc.; and Johnson Controls, Inc. were notified of the RFP.

FINANCIAL IMPACT: The FY 2015 Capital Lease Budget includes \$100,000 for repair & upgrades to the HVAC, ice refrigeration equipment, etc. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 110, 114 and 267.

Respectfully submitted for Council consideration.

Prepared by: Alexander S. McElroy, Asst. to the City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Lower that the lone Proposal be rejected and staff be authorized to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services at the USCC.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets

RECOMMENDATION/MOTION: That the Change Order to the Contract for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program in the additional amount of \$100,000 be approved, the Resolution passed, and the Ordinance Amending the Budget to add funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

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

BACKGROUND: On March 24, 2014, J.G. Stewart, Inc., Bloomington, IL, was awarded a contract for this year’s sidewalk and sidewalk ramp repair and replacement in the amount of \$1,100,000. The atypically large contract related to need for sidewalk and ramp repairs associated with the bond street resurfacing work. Staff seeks a change order to enable additional sidewalk repairs in the amount not to exceed \$100,000. The request responds to an unexpectedly high number of citizen based reports for sidewalk work and the need to respond promptly to valid reports.

The Public Works Department has exhausted its funding for *reported and complaint-based sidewalk repairs*. These are repairs and ramp installations/upgrades resulting from citizen reports and unforeseen need for repairs. Residents frequently contact this department to report a problem or hazardous condition on a sidewalk that was not scheduled for work in the current year, a problem with a ramp, the need for a ramp where none exists and in which a person with a disability needs a ramp, and other sidewalk issues. While work at these particular locations has not been anticipated, Public Works budgets for report-based repairs. They occur every year, and by budgeting for the unforeseen, the City is able to promptly respond to valid citizen requests.

For FY 2014/2015, Public Works had allocated \$50,000 to respond to sidewalk call-ins from residents requesting sidewalk work. The entire amount has been exhausted. The department feared this amount would be insufficient and had requested additional funding. The request had been reduced from the department’s initial request during the budget review process. Staff is surprised that the funds have not lasted through summer.

Staff believes that the steady number of requests this year resulted from a successful customer service initiative; residents increasingly understand that reports of sidewalk hazards are answered with action. Public Works anticipates an additional wave of call-ins will result indirectly from Council and staff working on the draft Sidewalk Master Plan. The heightened attention at City Hall should translate to heightened awareness among the public.

Obligation to act. In most cases, valid report based repairs require prompt action, especially when issues relate to Americans with Disabilities Act (ADA) compliance and the needs of persons with disabilities. Some of these projects require extensive work and costs. Here are two (2) examples.

Example 1: A ramp and sidewalk at Lee and Locust St. was exceedingly steep. A person who uses a wheelchair alerted Public Works that the sidewalk was so steep that he feared tipping backward when using it. The work required re-grading the right of way in order that the incline does not exceed one inch (1”) per foot. It also required installation of retaining wall to keep the

adjoining yard at grade. An ADA compliant ramp usually costs \$1,200 to install. This one cost \$4,200 because of the associated sidewalk and retaining wall installation.

Example 2: Pending work of a similar nature, at Kelsey St. and Roosevelt Ave., will cost about \$6,300. It involves removal of stairs, re-grading, and installation of sidewalk panels, sidewalk ramp and retaining wall. The City currently has no funding allocated to pay for this work and other reported repairs through the remainder of FY 2014/2015.

Example 3: Public Works this summer became aware that a tree had caused the heaving of a sidewalk to the point that a citizen who requires use of a wheelchair can no longer use the sidewalk. The location is on Hinshaw Street across from O'Neill Park. The sidewalk repair will go beyond the basics. The department practice as well as the related operational practice of the Parks Recreation & Cultural Arts Department is to spare trees when practical. Public Works will either reroute the sidewalk around the tree, as there is ample space in the parkway, or it will use reinforced concrete for the sidewalk surface to bridge the flare of the tree and reduce the likelihood of future sidewalk panel displacement. Both methods are noted in the draft Sidewalk Master Plan as ways to address sidewalk repairs while preserving trees. Currently, the department can do nothing because of lack of funds. The sidewalk was barricaded in July and will remain barricaded until the tripping hazard can be eliminated.

Level of Service

Not responding promptly to these and other requests would reflect poorly on the City in terms of customer service and response to the citizenry and may, in many cases, open the City to liability.

An obligation to act is most profound if it comes to the department's attention that a person with a disability needs to use a sidewalk. Such a situation ranks as top priority under operational practice and under policy proposed in the draft Sidewalk Master Plan.

In many other cases, citizens report tripping hazards. Perhaps a tree root has dislodged a sidewalk panel. In these cases, too, ADA, customer service and liability concerns come into play. Without funding to act, Public Works would be inclined to barricade the sidewalk hazard until funding becomes available. However, additional funding would be delayed until spring 2015 unless the Council chooses to infuse additional funding for sidewalk response.

Legal opinion: Jeffrey R. Jurgens, Corporation Counsel, reviewed implications of delays in making repairs. He wrote the following:

Under past court rulings, an argument can be made that a municipality is liable for injuries resulting from a defective public sidewalk if the injured person was a permitted and intended user, the defect was not de minimis and/or open and obvious, and the municipality had actual or constructive notice of the defect. This follows the general principle that a municipality is not considered to be an insurer against all accidents occurring on public way, but a municipality is required to maintain its streets and sidewalks in a reasonably safe condition for the amount and kind of travel which may be fairly expected upon them. Unfortunately, there is no bright line test to determine whether a sidewalk defect is de minimis or too minor to be actionable, so caution is advised. As an example, past court rulings suggest that deviations in adjoining slabs of more

than two inches are likely to be considered an unreasonable tripping hazard and therefore potentially actionable.

Description	Amount	Account
Original Contract		
2014 Bond Issue	\$1,000,000	40100100 - 72560
50/50 Sidewalk Program	\$100,000	40100100 - 72560
Change Order 1		
Sidewalk Complaint Repairs	\$100,000	40100100 - 72560
REVISED CONTRACT TOTAL	\$1,200,000	

Description	Units	2014 Unit Price
4" sidewalk remove/replace	SF	\$6.40
6" sidewalk remove/replace	SF	\$6.75
Saw cutting	SF	\$1.65
Curb replacement	LF	\$23.00
Retaining wall	SF	\$40.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Citizens making requests for sidewalk repairs.

FINANCIAL IMPACT: The approval of the budget amendment will allow a transfer from the General Fund balance for General Fund Transfers-To Capital Improvement (10019180 - 89410) and to the Capital Improvement-From General Fund (40100100 - 85100). The expenditure will be paid from the Capital Improvement-Sidewalks account (40100100 - 72560).

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 41

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$100,000 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND, JG STEWART, INC.**

WHEREAS, the City of Bloomington has previously entered into a contract with J.G. Stewart, Inc. and

WHEREAS, for the reasons set forth in a staff report dated August 11, 2014 it was necessary to provide additional funding for sidewalk and ramp repairs due to the increase number of citizen requests; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the August 25, 2014 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$100,000 in the contract between the City of Bloomington and J.G. Stewart, Inc. be approved.

ADOPTED this 25th day of August, 2014.

APPROVED this 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 – 90

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2014 - 35.

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

PASSED the 25th day of August, 2014.

APPROVED the 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Lower that the Change Order to the Contract for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program in the additional amount of \$100,000 be approved, the Resolution adopted, and the Ordinance

Amending the Budget to add funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 7, Block 3 of Camp Kickapoo, from McLean County Land Trust HBT 408, Heartland Bank & Trust Company Trustee, to Jamie L. Drake, Trustee of the Jamie L. Drake Revocable Trust dated March 27, 2014

RECOMMENDATION/MOTION: That the Lake Lease Transfer 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 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The sewage disposal system inspection was completed in July 2014. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. A chlorine tablet should be placed in the chlorinator tube regularly as needed. The age of the sewage disposal system is over twenty-five (25) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five, (20-25), years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$404.57 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lake Lease revenue (50100140 – 57590). Stakeholders can find this in the Budget Book titled “Other Funds & Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Lower that the Lake Lease Transfer 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: Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St.

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The settlement council memo went to Council on August 11, 2014, was approved and has been attached for reference. The budget amendment is needed to make the agreed upon payments to Stark.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This item is not budgeted in FY 2015 Adopted Budget. The proposed budget amendment will have the following impact on the three different funds:

Water - \$146,361.75 of which \$56,361.75 will be paid from Water Transmission & Distribution - Water Main Construction (501000120 - 72540) and the remaining \$90,000 for reimbursement to Stark for a water storage facility will be paid from Water Transmission & Distribution - Other Miscellaneous (50100120 - 79990).

Storm Water for a storm sewer easement of which \$2,448 will be paid from Storm Water - Other Purchased Services (53101100 - 70690).

General Fund Transfer to Capital Improvement in the amount of \$32,830.15 for property conveyed to the City and utility easement. This will be transferred to the Capital Improvement fund from General Fund Transfers - To Capital Improvement (10019180 - 89410).

Capital Improvement Fund to receive the transfer from the General Fund Transfer which will be coded to Capital Improvement - From General Fund (40100100 - 85100). Capital Improvement Fund to incur the expenditures totaling \$32,830.15 of which \$25,664.43 for conveyance of land to the City. This expenditure will be coded to Capital Improvement - Capital Outlay Land (40100100 - 72510) and \$7,165.72 will be coded to Capital Improvement - Other Miscellaneous (40100100 - 79990).

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst

Reviewed by: Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 91

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2014 - 35.

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

PASSED the 25th day of August, 2014.

APPROVED the 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on August 30, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Jacobe Kaufmann and Allison Tarkowski to allow moderate consumption of alcohol at their August 30, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Tracey Covert, City Clerk, and Shannon Tarkowski, requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Shannon Tarkowski, requestor's representative, addressed the Commission. The wedding ceremony and reception would commence at 5:00 p.m. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on August 30, 2014. She anticipated eighty-five (85) guests. Famous Dave's located at 1603 B Morrissey, would provide the food and beverage services. She noted that liquor service would be limited to beer and wine only. Liquor service will end at 8:15 p.m. Quiet hours at Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Jacobe Kaufmann and Allison Tarkowski to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 30, 2014 wedding reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 12, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Rick Twait, Supt. of Water Purification - Lake Bloomington
Brett Lueschen, Supt. of Water Purification

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 92

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

WHEREAS, Jacobe Kaufmann and Allison Tarkowski are planning to hold their wedding reception at the Davis Lodge from 4:00 p.m. to 9:00 p.m. on August 30, 2014; and

WHEREAS, Jacobe Kaufmann and Allison Tarkowski have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on August 30, 2014 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 25th day of August, 2014.

APPROVED this 26th day of August, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 1
Establishment of Department – Composition – Indefinite Absences

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

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

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

- (a) There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the Fire Department. The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations; and a Deputy Chief of Administration; a Training Officer; a Public Education Officer; three (3) ~~Assistant~~ *Battalion* Chiefs, eighteen (18) Captains; eighty-seven (87) Firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. The Fire Chief, Deputy Chiefs, Training Officer and Public Education Officer shall maintain and be eligible to improve their commissioned ranks and these appointments will not affect the numbers and ranks of the remaining numbers of sworn members of the department. *The rank of Assistant Chief is the administrative equivalent of suppression Battalion Chief e.g., Training Officer.* (Ordinance No. 2008-75)
- (b) Layoffs shall be subject to the following provisos: (1) firefighters enrolled in the Certified Firefighter II *Basic Firefighter Operations* Academy ~~or in Emergency Medical Technician training~~ shall not be laid off until completion of such courses ~~or training~~; (2) if more than one firefighter is hired pursuant to this subsection, firefighters shall be laid

off to the “last-in, first out” method; and (3) a firefighter on lay-off status pursuant to this subsection shall be recalled to service prior to the hiring of a new candidate from the eligibility list.

Section 1 (a) – Is a simple name change for the current and future shift commanders from ‘Assistant Chief’ to ‘Battalion Chief’. This is being done to better reflect the shift commanders’ suppression duties and be more consistent with other fire departments in the area. The Town of Normal Fire Department will be adopting the use of Battalion Chiefs as well. There will be no change in the job description, duties, pay range, responsibilities, or authority. Their rank will continue to rate three (3) bugles.

The Assistant Chief rank (three (3) bugles) will remain and be utilized for individuals working in an administrative role such as a training chief.

Section 1 (b) – The Office of the State Fire Marshal has changed the certification name for recruit firefighters from ‘Firefighter II’ to “Basic Firefighter Operations’. All present fire academies within the state only offer ‘Basic Firefighter Operations’ academies. Because all new applicants shall possess a current Illinois Department of Public Health Paramedic license, the Department no longer sends personnel through Emergency Medical Technician training.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Michael S. Kimmerling, Fire Chief

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 93

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 17, SECTION 1**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 1 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

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

Chapter 17, Fire Department and Fire Prevention, Section 1: Establishment of Department – Composition – Indefinite Absences – *Duties*.

- (a) There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the Fire Department. The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations; and a Deputy Chief of Administration; a Training Officer; a Public Education Officer; three (3) ~~Assistant~~ Battalion Chiefs, eighteen (18) Captains; eighty-seven (87) Firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. The Fire Chief, Deputy Chiefs, Training Officer and Public Education Officer shall maintain and be eligible to improve their commissioned ranks and these appointments will not affect the numbers and ranks of the remaining numbers of sworn members of the department. *The rank of Assistant Chief is the administrative equivalent of suppression Battalion Chief e.g., Training Officer.* (Ordinance No. 2008-75)
- (b) Notwithstanding the limitation enumerated in subsection (a) above, the City Manager is authorized to request an additional member of the Fire Department whenever he determines that at least one member of the Department is absent from his or her regularly scheduled duties for a period of indefinite duration.

Whenever the City Manager makes a determination under this subsection, he shall inform the Board of Fire and Police Commissioners, which shall treat such determination as a vacancy and fill it. Any person appointed to the Department under this subsection shall receive an appointment, subject to being laid off in the event the absent member returns to his or her regular duties prior to the creation of a vacancy in the Department, unless the City Manager makes a determination that laying off the firefighter at that time would create a hardship in the department because of the particular job duties which the firefighter is engaged in at the time the absent members returns. Any person laid off shall be recalled to service as soon as a vacancy exists or another determination under this subsection is made.

Layoffs shall be subject to the following provisos: (1) firefighters enrolled in the Certified Firefighter II Basic Firefighter Operations Academy or in Emergency Medical Technician training shall not be laid off until completion of such courses or training; (2) if more than one firefighter is hired pursuant to this subsection, firefighters shall be laid off to the “last-in, first out” method; and (3) a firefighter on lay-off status pursuant to this subsection shall be recalled to service prior to the hiring of a new candidate from the eligibility list.

The making of a determination under this subsection lies solely within the discretion of the City Manager, and no person may compel the City Manager to make a determination under this subsection. (Ordinance No. 1995-50)

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

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

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

PASSED this 25th day of August, 2014.

APPROVED this 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 6 Duties

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; 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: The change in the ordinance reflects a truer representation of the operations of the Fire Department. The Fire Department handles many types of man-made and natural emergency incidents including fires, hazardous materials, medical incidents, etc.

Section 6, Duties

It shall be the function and duty of the Fire Department ~~and every member thereof to extinguish accidental or destructive fires to prevent the occurrence or spread of such fires, and to operate a rescue squad~~ *to provide fire suppression, fire prevention and lifesafety programs, public education, fire investigation, technical rescue, hazardous materials response, emergency medical services, domestic preparedness planning and response, and aviation rescue and firefighting services.*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Michael S. Kimmerling, Fire Chief

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 94

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 17, SECTION 6**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 6 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

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

Chapter 17, Fire Department and Fire Prevention, Section 6: Duties.
It shall be the function and duty of the Fire Department ~~and every member thereof to extinguish accidental or destructive fires to prevent the occurrence or spread of such fires, and to operate a rescue squad~~ *to provide fire suppression, fire prevention and lifesafety programs, public education, fire investigation, technical rescue, hazardous materials response, emergency medical services, domestic preparedness planning and response, and aviation rescue and firefighting services.*

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

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

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

PASSED this 25th day of August, 2014.

APPROVED this 26th day of August, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 18 Fire Chief or Assistant to Prescribe Limits Within Which Persons Permitted at Fires

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; 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: The change in the ordinance reflects a truer representation of the operations of the Fire Department. The Fire Department handles many types of man-made and natural emergency incidents including fires, hazardous materials, medical incidents, etc. The Incident Commander at these incidents may be the Fire Chief, Deputy Chief, Assistant Chief, Battalion Chief, or an Acting Battalion Chief.

Section 18 Fire Chief or ~~Assistant~~ *Designee* to Prescribe Limits Within Which Persons Permitted at Fire *or Other Emergency Incident Scenes*.

The Fire Chief or ~~any Assistant Fire Chiefs~~ *his designee* in command may prescribe limits in the vicinity of any fire, or other emergency, within which no persons shall be permitted to enter, except by permission of the officer in command.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Michael S. Kimmerling, Fire Chief

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 95

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 17, SECTION 18**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 18 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

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

Chapter 17, Fire Department and Fire Prevention, Section 18: Fire Chief or ~~Assistant~~ Designee to Prescribe Limits Within Which Person Permitted at Fires or Other Emergency Incident Scenes.

The Fire Chief or ~~any Assistant Fire Chiefs~~ his designee in command may prescribe limits in the vicinity of any fire, or other emergency, within which no persons shall be permitted to enter, except by permission of the officer in command.

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

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

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

PASSED this 25th day of August, 2014.

APPROVED this 26th day of August, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 38, Article III, Section 87 regarding Carriage Walks

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

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

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

BACKGROUND: Carriage walks are the walkways between sidewalks and curbs. In most cases, they were built by property owners, primarily in older neighborhoods, usually as an extension of a walkway in front of a home. City staff has been engaged in discussions with residents and members of the Council and presented the issues surrounding carriage walks to the Committee of the Whole on July 21, 2014. Based on these discussions, the Public Works Department in cooperation with Administration and other departments have formed the following policy proposal and a corresponding amendment to the City Code. The policy allows residents to retain carriage walks while also minimizing cost of them to the taxpayers.

Keeping carriage walks: The City will allow a carriage walk to remain if the property owner signs an Encroachment License and has it notarized. The license is recorded and stays in force when property ownership is transferred. The property owner then assumes costs for repairs and replacement and assumes liability. The City will record the License with the McLean County Clerk's office, which records deeds. Property owners must obtain excavation permits when repairing or replacing carriage walks.

Removing carriage walks: The City will remove a carriage walk if the property owner wishes, at no cost to the property owner. The City also will remove the walk if the property owner refuses to sign an Encroachment License or if the property owner fails to respond to multiple City attempts for feedback as outlined below.

Replacing carriage walks: The City will build a standard, concrete carriage walk at no cost to the property owner *if the owner wishes to have one, used to have one and the City removed the old*

carriage walk. The replacement is contingent on the property owner delivering a notarized Encroachment License to the City.

Communication plan: The Public Works Department will make an effort to contact property owners prior to removing a carriage walk without owner permission.

1. A letter will be sent to the person listed by the assessor as the property's taxpayer. The letter will inform the taxpayer of the policy and options.
2. If there is no reply and the owner lives at the residence or in the City, the Department will attempt to contact the owner in person through a knock-and-talk. If the person is not at home, the Department staff member may leave a door hanger.
3. If contact still is not established, a letter will inform the owner that the carriage walk may be removed by the City after 30 days.
4. If the owner still does not respond, the carriage walk will be removed.

Draft Sidewalk Master Plan: The Text Amendment and the new policy would be added to the Draft Sidewalk Master Plan if the City Council approves the motion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Members of the public, City Planner, Illinois Historic Preservation Agency, Aldermen, Committee of the Whole, public works officials from other communities, Legal Department.

FINANCIAL IMPACT: Cost to remove a standard carriage walk, re-grade the parkway and seed the parkway: Approximately \$85 using a private contractor.

Cost to replace carriage walks that were previously removed by the City: Approximately \$120 for replacement plus \$85 for the previous carriage walk removal, re-grading and seeding using a private contractor. **Total:** Approximately \$205 using a private contractor.

Currently this is being paid out of the sidewalk contract in FY 2015. The City will monitor the program and adjust the FY 2016 Budget to include funding for Carriage Walks.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

Alderman Schmidt addressed this item. She was at a disadvantage as she had not attended the July 21, 2014 Committee of the Whole meeting. She questioned the intention of the encroachment license. She noted that the City was putting the responsibility on the homeowner.

Jeff Jurgens, Corporation Counsel, addressed the Council. He addressed the rationale for the encroachment license. He noted the City's potential liability. The concept, (insurance), addressed hold harmless and indemnification. This could be covered by an individual's homeowner's insurance.

Alderman Schmidt questioned how the City would follow up on same. She specifically cited paperwork. This license would be applied to any successor, (i.e. property sale).

Mr. Jurgens responded affirmatively. The encroachment license would remain with the property, (i.e. successor's interest).

Alderman Schmidt expressed her opinion that the process was cumbersome, (i.e. bureaucracy). She questioned what would trigger termination. She was bothered by the details. She perceived retention of carriage walks as a positive.

Mr. Jurgens acknowledged that future removal was an unknown. He cited the impact of the ADA, (American with Disabilities Act). In addition, there might be right of way needs. Carriage walks were located on City property. There were issues, (i.e. how to allow same while minimizing the City's risk).

Alderman Schmidt noted that carriage walks had been in place for over 100 years. She was not comfortable with staff's recommendation. She did not understand the need for a license, indemnification, the cost, the entire process, and what she believed would be an expensive program.

Mayor Renner addressed the issue of balance, (i.e. protect the City versus property owner's responsibility).

Alderman Stearns cited her concerns and/or questions. She echoed Alderman Schmidt's comments. One needed to live in a historic neighborhood to appreciate carriage walks.

Mr. Jurgens restated that carriage walks were personal property constructed in the public right of way.

Jim Karch, Public Works Director, addressed the Council. He compared a carriage walk to a driveway. It was there by permit. The City has rights regarding public property. All property owners do not want a carriage walk.

Alderman Stearns noted that the City had the right to work under a carriage walk.

David Hales, addressed the Council. The City had the right to contract said work.

Alderman Stearns noted that carriage walks had been in place for over 100 years. They were a part of the City. She questioned if the City had been sued regarding a carriage walk. She viewed same as historic, architectural assets. She questioned the City's involvement at this time. She did not believe that there was a liability issue for the City regarding same. A carriage walk was the same as street and/or sidewalk. Homeowners cannot afford nor understand the City's proposal regarding carriage walks. She was disturbed by this proposal and questioned why the City was taking action at this time. The City needed to take responsibility for carriage walks as they were located in the City's public right of way.

Mayor Renner addressed the cost to the City for maintenance and repair of carriage walks.

Alderman Stearns restated her belief that this was the City's responsibility. Maintenance and repair of carriage walks was not affordable for those on fixed incomes.

Mr. Karch offered to reframe this proposal. He noted the City's past history regarding same. He acknowledged that the maintenance of carriage walks and minimizing City liability was a policy issue. City staff tried to address retention of carriage walks as a property owner's responsibility. The encroachment license would be attached to the property's title. Carriage walks were a private benefit on the public right of way.

Alderman Black questioned the impact of this item failing to pass. He believed that the City's old policy would remain in effect.

Mr. Karch noted that there was no official policy. City staff had removed carriage walks if requested during public improvement projects.

Alderman Black believed that there was criteria in place. Mr. Karch noted that City staff had worked with the City's legal staff to develop the proposal before the Council. Carriage walks have seen a variety of uses over time. A recent use was toter placement for refuse/recycling collection.

Alderman Black acknowledged that he understood Aldermen Schmidt and Stearns' concerns. The City needed to minimize risk/exposure. City staff attempted to address

concerns in a fair and equitable way. He believed this proposal represented a fair compromise. He had received a number of telephone calls. Carriage walks were in a variety of conditions. He expressed his support for City staff's recommendation.

Alderman Lower questioned the root of this proposal. This item had been discussed. He cited the level of bureaucracy. He questioned if there were statistics to show the need to address same.

Mr. Jurgens restated that this item was designed to mitigate risk. City staff had not quantified the risk. He cautioned that the risk was there.

Motion by Alderman Fazzini, seconded by Alderman Black that the Text Amendment be approved and the Ordinance passed.

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

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

Nays: Aldermen Stearns, Schmidt, Lower, Sage and Fruin.

Motion failed.

The following was presented:

SUBJECT: Lake Bloomington Marina Lease Agreement with TTK, LLC

RECOMMENDATION/MOTION: That the Lease Agreement be approved with the addition of an updated legal description 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 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: On January 28, 2003, the City entered into a lease with Heartland Marine, Inc., (hereinafter "Heartland Marine") to allow Heartland Marine to operate boat docks and concessions from an area of Lake Bloomington. In exchange, Heartland Marine was to pay fifteen percent (15%) of the gross slip rentals. The lease further was to go through September 2017. This year, the Water Department reported Heartland Marine's facilities were in disrepair and it was also brought to the Legal Department's attention that Heartland Marine was past due on rent. The Legal Department was therefore working on eviction proceedings as well as taking steps to have the property inspected by the County to potentially close if any public safety issues existed.

During this process, the City was contacted by one of the owners of the personal property, Teri Brady, who advised they had a buyer for the docks and concession stand and would be paying as a result of the sale of the property, the \$37,316 in late rental payments due to the City. This represents approximately eight (8) years of rental payments that were not collected dating back to 2007.

The new buyer is TTK, LLC, whose managing partner is Michael Philippi. Mr. Philippi is an attorney from Chicago with local roots in the community. He is seeking a new lease from the City under which he would pay the outstanding past due rent balance as well as a phased-in increase in rental payments. We have also improved the lease to include appropriate provisions on insurance and indemnification as well as provision to ensure proper management of the property. We have also made modification to the rental payments so that rent will be based off full occupancy and payable in one (1) lump sum each year. This payment to the City will also increase over time. As Mr. Philippi is making a significant investment in improving and upgrading the property, he is seeking a long term lease. The lease would therefore be for ten (10) years, with two (2) five-year renewal terms, each at increased rent. This is eight (8) years shorter than the total lease term initially requested (28 years). In addition the previously proposed arrangement where Gary Brady, the current operator of the property, would continue to serve as the manager of the property has been cancelled and he will no longer be involved in the property.

Staff is recommending Council approve the new lease agreement as it now contains adequate protections for the City, ensures payment of the past due amounts owed to the City, will bring new improvements to the property and will ensure the docks are properly maintained. As part of this analysis, it should be noted that the City does not own the structures or docks at the property. New measures will also be put in place to ensure timely receipt of all rental payments due under the lease. It should finally be noted that Mr. Philippi is currently having the property surveyed and the legal description may therefore be modified from the draft shown on the lease.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:

David A. Hales
City Manager

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of August, 2014, by and between THE CITY OF BLOOMINGTON, a Municipal Corporation of McLean County, Illinois, hereinafter referred to as the “Lessor”, and TTK, LLC, an Illinois limited liability company, hereinafter referred to as “Lessee”:

WITNESSETH:

1. The Lessor, for and in consideration of the rents, covenants, and agreements contained herein by said Lessee to be paid, kept and performed, has granted, demised and let, and by these presents does hereby grant, demise and let unto the Lessee, its heirs, executors, administrators and assigns, a leasehold interest in the following lands and tenements, situated in McLean County, Illinois, described as follows:

See Exhibit A.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, to said Lessee, its heirs, executors, administrators, and assigns until the 1st day of November, 2024; the Lessee, its heirs, executors, administrators and assigns covenanting and paying therefore unto the Lessor as follows:

- (a) The Lessee shall pay as rent for use of the above property as follows: for the years ending November 1, 2015, 2016 and 2017, the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00), and for the years ending November 1, 2018, 2019, and 2020, the sum of Six Thousand Five Hundred Dollars (\$6,500.00), and for the years ending November 1, 2021, 2022, 2023 and 2024, the sum of Seven Thousand Dollars (\$7,000.00). However, in the event that the rental price for a boat slip at the marina is ever raised to Seven Hundred Dollars (\$700.00) or more, the rental for any given year after 2017 shall be paid at 17% of the rental price multiplied by the number of all leased boat slips (currently 65) at the marina. As an example, if in 2018 the rental price per boat slip is \$800 and there are 65 leased boat slips, the rent due to the City prior to July 15, 2018, would be Eight Thousand Eight Hundred and Forty Dollars (\$8,840.00).
- (b) Rent shall be paid on or before July 15 of each year. Lessee shall provide documentation verifying gross rental rates.
- (c) The Lessee shall pay the City the amount of \$37,316 in past rent upon execution of the Lease Agreement. The payment provide in this paragraph 1 (c) is a condition precedent to the effectiveness of any term of this Lease Agreement, including but not limited to the commencement of the lease and right to occupancy of the demised premises.
- (d) Notwithstanding anything in this Lease Agreement to the contrary, Lessee shall not be required to pay rent in any years in which Lessee is unable to operate the

marina and rent boat slips by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty, including, but not limited to insufficient water level in the lake to dock a boat at the marina. Lessee shall have a reasonable time to repair any damage caused by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty.

2. That in consideration of the payments made, the Lessee shall have the concession privileges to sell soft drinks, packaged sandwiches, and other confections. The Lessee may also rent to others boats and motors and sell bait, oil, and other attendant boating and fishing supplies. However, Lessee may only keep and sell oil in pre-packaged containers and may not keep, store, handle or sell bulk oil on the premise. Furthermore, Lessee may not keep, store, handle or sell gasoline or motor fuel of any type on the premises, except that Lessee may keep and/or store sufficient quantities of gasoline or motor fuel to adequately service his boat rental operation. No underground storage tanks shall be used. Lessee may assign the concession privileges to any persons or entities approved by Lessor, which consent shall not unreasonably be withheld.

3. The existing 14' x 14' building and all existing docks are the property of Lessee. Construction of any additional buildings must be approved by Lessor. By April 15, 2015, Lessor shall provide a water line to the office structure (existing 14' x 14' building), and shall provide and maintain portable toilets. Throughout the duration of the tenancy pursuant to the Lease, Lessor shall maintain the water line in good working order.

4. Special Condition: Subject only to the exceptions in this paragraph 4, the Lessee shall have the exclusive right to operate a marina and rent slips on Lake Bloomington.

a. East Bay Camp Exception. East Bay Camp has boats which it rents to East Bay Campers only, and a concession to operate a boat to carry persons around the lake for sightseeing purposes. The granting of this concession to Lessee pursuant to this Agreement shall not affect East Bay Camp's right to continue renting these boats and operating the aforesaid sightseeing service. Lessee's concession to rent boats and the sale of oil on the lake shall be exclusive except for the East Bay Camp's rights as stated above.

b. ISU Exception. In the event that Illinois State University rents property on Lake Bloomington the Lessee's franchise shall not prohibit Illinois State University from providing its own boats for its students and faculty members.

5. The Lessee shall provide adequate docks and ramps so built as to protect the public, which shall be maintained by Lessee in good condition. All other things necessary to the operation of this concession shall be furnished by the Lessee. Lessee may add docks in the future as agreed by the parties.

6. Maintenance of Grounds and Facilities: The Lessee shall keep the facility open reasonable business hours and shall keep it in a clean and sanitary condition. If food or drink items are sold, the concession shall be operated under the rules and regulations for the County Board of Health. Lessee shall dispense oil so as not to contaminate the lake waters. Lessee shall

keep all buildings clean. The Lessor shall keep grounds around the concession mowed and free of debris. Lessor shall remove garbage, in an amount consistent with the existing garbage produced as of the effective date of this lease, on a regular basis consistent with its schedule for removing garbage from the contiguous park. Lessee shall manage the property in a manner consistent with industry standards and that promotes a high standard of business ethics, professionalism and customer service.

7. Boats: Any boats used in Lessee's boat rental operation must comply with City of Bloomington ordinances and regulations concerning boating on Lake Bloomington as well as any applicable state or county laws. Lessee shall equip all boats with safety equipment as provided by the city ordinance and state law.

8. Motors: Lessee shall not rent boat motors unless they comply with the City ordinance.

9. Electricity and Water: The Lessee shall pay all electric bills. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the Lessor and such garbage and sanitation charges and shall be fixed from time to time by the Lessor and according to the rules and regulations as to the time of payment as the Lessor may fix.

10. Indemnification and Insurance:

A. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, actions, damages, liability, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with loss, damage, or injury to persons or property occurring on or about the Premises on matters related to Lessor's ownership of the Premises or occasioned wholly or in part by any act or omission of the Lessee, Lessee's agents, contractors, customers, or employees whenever having occurred. The indemnification obligations survive the termination or expiration of this Lease. Notwithstanding the foregoing, the above indemnification specifically excludes any injury or damage resulting primarily from the reckless or intentional act or omission of Lessor, or Lessor's agents, servants, or employees.

B. Insurance. Lessee agrees to obtain and keep in force during the Term of the Lease, a policy or policies of comprehensive commercial public liability insurance insuring the Lessor and Lessee against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) general annual aggregate.

The insurance maintained by the Lessee under this Section shall be primary insurance and any insurance maintained by the Lessor shall be excess and noncontributing, except as otherwise stated herein. All the insurance provided for herein shall be in the name of Lessee, shall be with a reputable and financially sound insurance company authorized and qualified to do business in the State of Illinois, shall include Lessor as an additional insured, shall contain a clause waiving rights of subrogation against Lessor, its agents, employees, contractors, and subcontractors, and shall contain a clause that such policies may not be canceled without at least

thirty (30) days advance written notice to Lessor. Lessee shall furnish proof of insurance to Lessor in the form of a certificate of insurance that Lessee will update on an annual basis. Lessee may satisfy the foregoing insurance requirements by means of blanket policies of insurance covering the Premises and other properties by having the same coverage and provisions as are herein required.

11. Beginning no later than June 1st, 2015, Lessee shall maintain a full-time manager during the months of weekly and monthly rentals.

12. Prices: Lessee shall charge fair and reasonable prices for all products sold, which prices shall be equal for all persons.

13. The Lessor will clear the area around the concession of debris and trash prior to May 1st each year and will have the area mowed on a regular schedule, consistent with the scheduled mowing of the contiguous park areas.

14. The period of this Agreement shall be from September 15, 2014, to September 15, 2024. The Lessor reserves the right to terminate this Agreement upon sixty (60) days of notice for failure of Lessee to comply with the provisions hereof, provided that written notice of non-compliance is given to Lessee and Lessee be given a reasonable period, not less than thirty days, to cure the condition of non-compliance. Upon termination of this Agreement, whether by expiration or earlier termination, Lessee may remove all improvements made upon the premises by Lessee. If Lessee removes the 14' x 14' building now on the premises, it shall restore the surface area to the same condition as it was prior to construction of the building.

15. The Lessee and those occupying under it shall at all times be subject to such rules and regulations as may from time to time be laid down by the Lessor in the occupation and use of said premises and the use of Lake Bloomington; and said Lessee shall not engage in or permit others to engage in any occupations, business or practice on said premises that shall in any way conflict with or be in violation of any law or the bylaws or regulations of the Lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this Agreement null and void.

16. The Lessee shall not sell, assign or transfer this Agreement or sublet or allow other persons to occupy said premises without the written consent of the Lessor; nothing herein contained, however, shall prevent the Lessee from mortgaging said premises for the purpose of securing funds to construct buildings thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that Lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the Lessor regardless of any foreclosure proceedings.

17. The Lessee shall have an option to renew this Agreement for not more than two (2) additional five (5) year periods on same terms and conditions, except that the rent for the first renewal term shall be equal to eighteen percent (18%) of sum of the number of boat slips at the beginning of the renewal period multiplied by the rent per boat slip at the beginning of the first

renewal period and the rent for the second renewal term shall be equal to twenty percent (20%) of sum of the number of boat slips at the beginning of the second renewal period multiplied by the rent per boat slip at the beginning of the renewal period.

18. It is further agreed that in case default should be made by the Lessee in any of the conditions stipulated to be performed by it, and the Lessor shall see fit to declare this Agreement void, such declaration shall be made and this Agreement forfeited by sixty (60) days written notice thereof to the Lessee, if such condition remains in default after the notice period has expired.

19. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Lessor or Lessee at their respective addresses set forth herein shall be considered sufficient service thereof. Notice shall be given to Lessor by sending such to both the City Manager and the Corporation Counsel at 109 East Olive Street, Bloomington, Illinois, 61701. Notice shall be given to Lessee by sending such to John L. Pratt, Pratt and Pratt, P.C., 415 N. Center Street, Bloomington, IL 61701.

20. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Lessor has caused this instrument to be executed in its corporate name by its Mayor, and its corporate seal attached hereto, and attested by its City Clerk, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

LESSOR:

The City of Bloomington, Illinois
a municipal corporation

BY: Tari Renner
Its Mayor

ATTEST: Tracey Covert
Its City Clerk

LESSEE:

TTK, LLC

BY: _____

EXHIBIT A

(AERIAL PHOTOGRAPH/MAP OF MARINA ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

Jeff Jurgens, Corporation Counsel, noted that the Council had been provided with an aerial map of the property. The marina would be leased to TTK, LLC. Mike Philippi would be the managing partner of the LLC. Mr. Philippi had retained John Pratt as his attorney. The lease had been revised. It would be a long term lease, (ten year lease with optional five year renewals). The docks were personal property and in need of repair. Some repair work had been completed. Mr. Philippi would pay the City arrearages of \$37,316 on the behalf of the past leasee. He noted Mr. Philippi's planned investment in the property. The City would assume that all slips would be rented. Payment would be made to the City by July 15th of each year. Rental income should increase over time. The key was proper management of the property.

Alderman Stearns questioned the status of the marina and the percentage of slips rented.

Mike Philippi, TTK, LLC's managing partner, addressed the Council. He believed that all sixty-five (65) slips were rented. The Marina was at full occupancy. He restated that repairs were needed.

Alderman Stearns questioned the annual fee. Mr. Philippi stated that the annual rental was \$645. The marina needed improvements. With improvements, it would be fair to raise the rental amount over time.

Alderman Stearns questioned if priority was given to lake lease holders. Mr. Philippi noted that the marina provided access to the lake. At this time, there were no gates. The marina needed to be made safer. The water depth at the marina was fifteen feet (15'). The City would receive a \$37,316 payment from TTK, LLC.

Alderman Stearns noted that the marina was a City asset.

Alderman Fazzini expressed his support for this item. The agreement was fair. Over time marina rental income could increase to \$41,000. The arrearages dated back to 2007.

Mr. Hales stated that failure to make payment was not brought to the attention of the City Administration and Finance Departments and Corporation Counsel Office. There was no infrastructure in place to manage rental property, (i.e. lake leases and marina). He noted Mr. Jurgens' efforts to address this issue. The City needed the resources to manage its assets.

Alderman Fazzini cited arrearages in hotel/motel tax collection. He questioned if there were others. He believed that the City would benefit from the work of an Illinois Wesleyan University student intern.

Mr. Hales responded that he did not know. The City did not have modern contract administration. The City would need to inventory all of its contracts. There were other pressing day to day operational concerns.

Alderman Lower cited the proposed Transparency Ordinance. The City did not need bureaucracy. The City needed to put the information on line.

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Lease Agreement be approved with the addition of an updated legal description 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:

Analysis of Bids and Approval of Contract for Pepsi Ice Center Parking Structure Repairs – Status Report.

Mayor Renner introduced this item.

David Hales, City Manager, informed the Council that City staff did not have the analysis of bid. There was no award recommendation. He hoped to place this item on the Council's September 8, 2014 meeting agenda. The repairs needed to be completed for a winter reopening of the parking deck. He noted the assistance of Holland and Knight. He expressed concern regarding the spread of bid costs. Bidders were prequalified. Due to the concerns, City staff wanted the opportunity to clarify this project. A third Addendum was issued this day. He hoped for a quick turnaround. Bids would be resubmitted by September 5, 2014. This item might be distributed on Monday, September 8, 2014 as an Addendum or the Council might need to schedule a Special Meeting. He reviewed the Addendum. Concerns addressed liquidated damages, the time line as the majority of the work needed to be completed by the end of November. The work required warm weather.

Mayor Renner questioned the impact upon the number of parking spaces.

Mr. Hales informed the Council that 188 parking spaces would be open. The Council would take no action tonight. The goal was to save the City money. The City needed good strong cost estimates for mediation. Mediation was scheduled for the second week of September.

Alderman Fruin requested that City staff change the bid submittal date to September 3, 2014 and that the staff recommendation be provided to the Council by September 5, 2014 for review.

Mr. Hales informed the Council that a prebid meeting was scheduled for Thursday, August 28, 2014. The City needed to provide the vendors with sufficient time. He cited the Labor Day holiday, September 1, 2014.

Alderman Black requested that the information be provided as soon as possible. He added his support for an open process.

Alderman Lower expressed his concern that the City was being rushed into action. This could leave the City open to cost overruns.

Alderman Fazzini cited his visits to six (6) other Central IL cities. Council packets were delivered by their Police Departments on Friday and/or Saturday.

Mayor Renner recommended that the information be emailed to the Council.

Mr. Hales offered to share the bid results on Friday, September 5, 2014. Walker Restoration and City staff would review the bids.

Alderman Sage stressed the importance of doing it right the first time. If a Special Meeting was needed then it should be held. This was a million dollar project. The City had engaged experts. There needed to be a credible review. The Council needed to do what was necessary.

The following was presented:

SUBJECT: Website Transparency Policy

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Illinois Policy Institute has developed a Ten-Point Transparency Checklist to help provide a “best practices” framework to improve government transparency across the State of Illinois. This Checklist encourages the following information to be provided on a public body’s website: (1) Elected & Administrative Officials: Contact Information; (2) Meeting Information: Calendar (Future) Minutes & Board Packets (Past); (3) Public Records: FOIA submission & FOIA Officer Contact Information; (4) Budgets: General and Special Projects; (5) Financial Audits: Comprehensive Annual Financial Reports; (6) Expenditures: Bills

& Payroll; (7) Salary & Benefits: Wages, Salary, Overtime, Health, Dental, Life, Pension, etc.; (8) Contracts: Union, Private Contractors, Vendors, Council Contract; (9) Lobbying: Taxpayer-Funded Lobbying Associations; and (10) Taxes & Fees: Sales, Property, Income, and Miscellaneous Taxes, Non-proprietary in excess of \$25,000.

The City is committed to transparency in the conduct of the public's business. It should be noted that in 2013, Bloomington was one (1) of only fifty (50) of the nearly 7,000 communities in Illinois to earn the Illinois Policy Institute's Sunshine Award for outstanding online transparency performance. Upon final audit, Bloomington earned 88.7 points out of 100, an improvement of thirty (30) points over the City's first audit score, and finished in ninth place overall for web transparency in the State of Illinois.

City staff has modeled a Website Transparency Policy based off the Illinois Policy Institute's checklist. This Policy was previously reviewed by the Council at a Committee of the Whole meeting at which time there was a desire communicated to have it adopted by Ordinance as opposed by Resolution and to make sure that City staff had sufficient time to implement the changes set forth within the Policy. The Resolution has now been modified into an Ordinance and the Policy itself has been updated to provide further clarification on some of the issues and ensure staff has sufficient time to implement the changes.

As opposed to a September 1, 2014 start date, the Policy now calls for implementation effective October 1, 2014. The new version of the Policy also has a standard five (5) year retention policy for all documents. Clarification within the Policy was also made on the requirement that executed contracts, entered into by the Council on or after October 1, 2014, will be placed on the City's website. It is staff's intent that once these contracts are executed by all parties, they will be scanned and placed in the appropriate folder on the website. Older contracts will be scanned and placed on the website as resources allow. The revised Policy also clarifies that information on construction and building permits and application fees, along with written applications, will be available on the website. Other permits, fees and applications will be added and provided as available.

The transparency portal on the City's website will be updated as a result of this Policy to coordinate with the ten (10) areas it outlines. Links will be provided under each category to obtain the information described within the Policy. A large majority of the information detailed within the Policy is already on the website and in many cases the City will be exceeding the Policy's written standards. Staff is hopeful that by adding even more information to the website and clarifying where documents can be found, there will be a reduction in FOIA requests.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This Policy was drafted based on recommendations from the Illinois Public Policy Institute.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE 2014 - 96

**AN ORDINANCE ADOPTING A CITY
WEBSITE TRANSPARENCY POLICY**

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

WHEREAS, the City Council recognizes the importance and the need for an open and transparent government to serve its residents; and

WHEREAS, the Illinois Policy Institute is a “non-partisan research organization dedicated to supporting public policy initiatives for a better Illinois.”

WHEREAS, the Illinois Policy Institute describes itself, “as a leading voice for economic liberty and government accountability, the Institute engages policy makers, opinion leaders and citizens on the state and local level.”

WHEREAS, the Illinois Policy Institute has developed its Ten-Point Transparency Checklist to hold government and elected officials accountable to the taxpaying public. In addition, this checklist will provide a “best practices” framework to improve government transparency across the State of Illinois.

WHEREAS, the Illinois Policy Institute’s Ten Point Checklist is a proactive guideline to ensure that government bodies freely share the identified information with the public.

WHEREAS, the Ten-Point Transparency Checklist includes but is not limited to the following: (1) Elected & Administrative Officials: Contact Information; (2) Meeting Information: Calendar (Future) Minutes & Board Packets (Past); (3) Public Records: FOIA submission & FOIA Officer Contact Information; (4) Budgets: General and Special Projects; (5) Financial Audits: Comprehensive Annual Financial Reports; (6) Expenditures: Bills & Payroll; (7) Salary & Benefits: Wages, Salary, Overtime, Health, Dental, Life, Pension, etc.; (8) Contracts: Union, Private Contractors, Vendors, Council Contract; (9) Lobbying: Taxpayer-Funded Lobbying Associations; and (10) Taxes & Fees: Sales, Property, Income, and Miscellaneous Taxes, Non-proprietary in excess of \$25,000.

WHEREAS, the City Council is committed to transparency in the conduct of the public’s business; and

WHEREAS, utilizing the Illinois Policy Institutes the City Council has developed standards for the City website to provide the public with information in an accountable and transparent manner; and

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

SECTION 1. That the above recitals are hereby incorporated into the body of this Ordinance and restated as though set forth herein.

SECTION 2. The City’s Website Transparency Policy, attached hereto and made a part of as Exhibit “A”, is hereby adopted by the City Council.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 6. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of August, 2014.

APPROVED this 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

CITY OF BLOOMINGTON WEBSITE TRANSPARENCY POLICY

I. Purpose

This policy provides guidance as to how the City presents public information in a transparent and accountable manner, with emphasis on openness, ethics, and fiscal responsibility. This policy is a minimum standard and should not inhibit the dissemination of other public information where appropriate. In many cases, the information contained herein, and more, is already on the City’s

website and this policy is simply designed to provide a framework and baseline for the documents and information made available electronically. It is further recognized that the City's resources are limited and in some cases compliance may be phased in as set forth within the policy. Finally, the retention dates set forth in this policy refer to recommendations from the Illinois Policy Institute and will be followed to the extent that website space allows.

II. Effective Date

The provisions of this Policy shall be applicable on or after October 1, 2014.

III. Procedures/Guidelines

As part of the commitment of the City to open, transparent and honest government, the City website at www.cityblm.org shall include the following information and documents accessed by a link named "Transparency" on the website homepage.

1. Elected & Administrative Officials.

The City website shall include contact information, including name, department or office, job title, mailing address, facsimile number, telephone number, and an electronic contact method for all elected City Council members. The contact information for the City Manager and each City Department shall also be listed on the website. The website shall finally contain a listing of all other City boards and commissions and the names of the individuals appointed to serve on same.

2. Meeting information

The City website shall comply with the Illinois Open Meetings Act. The City website shall include the annual meeting schedule and monthly calendar for all meetings of the City Council and the City controlled boards and commissions. The website shall also include agendas, packets, minutes, audio and video recordings of all open sessions of City Council meetings. Meeting dates may be changed and meetings may be canceled, subject to the requirements of the Open Meetings Act. The City shall use its best efforts to promptly update the City's website to notify the public of any canceled or rescheduled meetings.

The City Council meeting agendas, packets and minutes shall remain available on the City's website for a minimum of five (5) years after completion of the City Council meeting. Audio and video recordings of open sessions of City Council meetings shall remain on the City's website for at least one calendar year after completion of the City Council meeting. Once per year, the City Clerk may remove audio and video recordings that have been on the City's website for at least one calendar year as authorized by law. Subsequently, the City Clerk may apply to the Illinois Records Commission for disposal of all audio and video recordings of open sessions that have been removed from the City's website.

Previous City Council meeting packets and minutes shall remain on the City's website for a minimum of five years.

3. Public Records / FOIA Requests

The City website shall include the name, department or office, job title, mailing address, telephone number, and an electronic contact method for all City Freedom of Information Act (FOIA) Officers, along with the mailing address, facsimile number, and electronic submission method for FOIA requests.

4. Budgets

The City website shall include the detailed budget for the current fiscal year, along with the detailed budgets for a minimum of five prior fiscal years. This information is to be listed on the City's website in a user-friendly format (e.g., listed and/or searchable) as possible and/or resources allow.

5. Financial Audits

The City website shall include the City's Annual Audited Financial Reports for a minimum of five years after the City's auditor presents the Audited Financial Report to the City Council. This information is to be listed on the City's website in a user-friendly format (e.g., listed and/or searchable) as possible and/or resources allow.

6. Expenditures

The City website shall include the City's bi-monthly claims reports, which shall include, where applicable, bills processed for all City funds presented within the City's annual financial statements, including bills and payroll applicable to special revenue, debt service, capital project, enterprise, agency and internal service funds (as well as special funds). This shall be in the form of the Bills & Payroll Report. The Report shall be in a searchable format and shall include the name of the payee, the amount of expenditure, and the line item and/or account number. The Bills & Payroll Report will remain on the City's website for a minimum of five years after the City Council has approved the Report.

7. Salary & Benefits

Starting with Fiscal Year 2013, the City website shall display total compensation for each City budgeted position per fiscal year in a searchable format. Each City budgeted position will be displayed by position and department or office. City paid benefits shall be shown in separate categories, including, total compensation, budgeted salary, clothing allowance, health and dental insurance, life insurance, pension, FICA, and Medicare. In addition, annual vacation days, annual personal and sick days, and annual number of holidays will be shown for each City budgeted position. This information shall be updated as required by law and shall remain available on the City's website for a minimum of five years after the information has been posted on the City's website.

8. Contracts

The City website shall include a copy of all executed vendor contracts in excess of \$25,000 entered into by the City Council on or after October 1, 2014, which shall remain available on the City's website for five years after the contracts have been executed by the parties. Existing agreements or contracts with the City (i.e., those in existence prior to October 1, 2014 and in excess of \$25,000) shall be placed onto the City's website as City staff is able to do so and as resources allow. City staff shall also attempt to categorize the contracts and agreements and make access to said contracts and agreements searchable if resources allow. Those contracts involving proprietary matters and/or information shall not be placed on the City's website.

The City website shall also display the current union contracts for all bargaining units. The union contracts will remain posted on the website until a new union contract is approved and ratified by the bargaining unit and the City Council.

The City website shall also include a section on the City's procurement services, including how to do business with the City and any current request for proposals or bidding opportunities offered by the City.

9. Lobbying

The City Council does not currently have a contract with a certified lobbyist. If the City ever enters into a lobbying contract, it will be posted on the City's website in accordance with Section 8. In addition, the City Council, Elected Officials and multiple departments may have memberships with various associations. Any contracts with those associations will be posted in accordance with Section 8 and payments made to those associations posted in accordance with Section 6.

10. Taxes and Fees

The City website shall contain a section on local tax information. This section shall include information on the City's taxes, including amusement, food and beverage, hotel/motel, motor fuel, packaged liquor, utilities, property and sales tax. This section shall be updated to coincide with any changes to existing local taxes and/or rate changes. Information on the City's construction and building permit and application fees shall also be listed, along with any applicable written application. This information is to be listed on the City's website in a user-friendly format (e.g., listed and/or searchable) as possible and/or resources allow.

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

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

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

Nays: Alderman Lower.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Mayor Renner announced that Beyond.com had labeled Bloomington as the second best city to find a job.

He also informed those present that the City's Police/Fire Departments softball team defeated the Town of Normal's Police/Fire Departments softball team by a score of 27 to 10.

Brendan Heffner, Police Chief, addressed the Council. This event raised \$600 for the children of St. Jude's. He acknowledged Alderman Fazzini's efforts to pull the event together.

ALDERMEN'S DISCUSSION: Alderman Fazzini noted that the Fire Departments used a "fill the boot" softball game for charity. It was a special night which he hoped would continue annually.

Alderman Stearns cited meetings with Tom Dabareiner, Community Development Director and Frank Koehler, Interim Economic Development Coordinator, regarding making historic neighborhoods productive. These neighborhoods were challenged. The City needed to recognize those who stayed/remained and made their neighborhoods better. She welcomed ideas.

Alderman Lower added that individuals had returned to the City.

He addressed his no vote regarding the Transparency Ordinance. He cited the lack of review regarding the dangerous dogs and noise ordinances. The proposed Transparency Ordinance needed to be refined.

Motion by Alderman Black, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 8:19 p.m.

Motion carried.

**Tracey Covert
City Clerk**



FOR COUNCIL: September 8, 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 September 4, 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: September 8, 2014

SUBJECT: Illinois Commerce Commission (ICC) Petition and Filing for Installation of Pedestrian Crossings of the Railroad Tracks along the north side of Washington St., west of Western Ave.

RECOMMENDATION/MOTION: That the Petition be approved for filing with the ICC.

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

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

BACKGROUND: The Illinois Department of Transportation (IDOT) is in the process of using federal funding to upgrade the Union Pacific (UP) railroad tracks from Chicago to St. Louis in order to provide High Speed Rail (HSR) train travel along the corridor. As part of that project, improvements are being made to at-grade rail crossings to provide safer pedestrian crossing of the HSR track. The IDOT-HSR project is providing funding for improvement of the pedestrian crossing of the UP HSR mainline track on the north side of Washington St., just west of Western Ave. However, the project does not currently provide funding for continuing the pedestrian route through the UP right of way, across the two (2) UP side tracks west of the mainline HSR track, to a logical terminus point at the City sidewalk. Unless the pedestrian route is extended across the two (2) UP side tracks, a pedestrian heading west from the HSR mainline track would still have to cross grassy soil and two (2) sets of bare tracks prior to reaching the City sidewalk on the west side of UP right of way.

Edward Gower, attorney with Hinshaw & Culbertson, LLP, Springfield, IL, has drafted a petition for the City which seeks an order from the ICC mandating the IDOT-HSR Project to fund the installation of a pedestrian crossing of the mainline HSR track and the two (2) side tracks west of the mainline, with five foot (5') wide concrete sidewalk between each rail crossing and the City sidewalk on each side of railroad right of way.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The petition as drafted requests all costs be funded by the IDOT-HSR project. However, the ICC may rule that some or all of the cost of crossing the two (2) side tracks must be funded by the City. Additional Council approval will be requested should City funding be required.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM

Reviewed by: Jim Karch, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition
Attachment 2. Map

Motion: That the Petition be approved for filing with the ICC.

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			

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

CITY OF BLOOMINGTON, ILLINOIS,)
A Municipal Corporation and Body Politic)
And Corporate in McLean County, Illinois)
Petitioner,)

No. _____

v.)

UNION PACIFIC RAILROAD COMPANY,)
NORFOLK SOUTHERN RAILROAD COMPANY)
And THE ILLINOIS DEPARTMENT OF)
TRANSPORTATION,)
Respondents.)

Petition for an Order of the Illinois Commerce)
Commission authorizing the installation of an)
at-grade pedestrian crosswalk with Union)
Pacific Railroad Company railroad tracks)
(MP 126.50 DOT #290945V, MP 126.50,)
DOT #290865C and MP 126.50 DOT #8500190))
at the existing at-grade crossings with Washington)
Street in the City of Bloomington, McLean County,)
Illinois, the allocation of responsibility for)
construction and maintenance and related costs)
and such additional relief as the Commission)
deems appropriate.)

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

**VERIFIED PETITION FOR AN ORDER AUTHORIZING THE INSTALLATION OF
AN AT-GRADE PEDESTRIAN CROSSWALK WITH RAILROAD TRACKS**

The City of Bloomington of McLean County, Illinois, a Municipal Corporation, ("Bloomington"), by and through its attorneys, Hinshaw & Culbertson LLP, petitions the Illinois Commerce Commission ("Commission") to enter an Order pursuant to Section 18c-7401 of the Illinois Commercial Transportation Law (625 ILCS 5/18c- 7401) authorizing the installation and maintenance of a pedestrian crosswalk on the north side of Washington Street at three existing at grade crossings of the tracks of the Union Pacific Railroad Company ("Union Pacific"), and allocating related costs and maintenance responsibilities. The Norfolk Southern Railroad Company (Norfolk Southern) is named because it appears to have an interest in one of the existing crossings. In support of its Petition, Bloomington states as follows:

1. Bloomington is a unit of local government, a municipal corporation, and body politic and corporate organized and existing under the laws of the State of Illinois with its principal offices in McLean County, Illinois.

2. Respondent Union Pacific is a railroad company authorized to operate as a common carrier by rail in the State of Illinois and is a rail carrier within the meaning of the Illinois Commercial Transportation Law.

3. Respondent Norfolk Southern is a railroad company authorized to operate as a common carrier by rail in the State of Illinois and is a rail carrier within the meaning of the Illinois Commercial Transportation Law.

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

4. The Respondent Illinois Department of Transportation (hereinafter "IDOT"), whose address is 2300 South Dirksen Parkway, Springfield, Illinois 62764, is a State agency created pursuant to 20 ILCS 2705/2705-1 *et seq.*

5. Bloomington owns and has jurisdiction and maintenance responsibilities for Washington Street, including the sidewalks, in Bloomington at the location relevant to this Petition.

6. The Union Pacific owns and operates three sets of railroad tracks in Bloomington that are the subject of this petition. The tracks bear DOT Nos. 290945U, 290865C and 850019O, and all have at grade crossings with Washington Street at railroad milepost 126.50.

7. The Union Pacific tracks that bear DOT No. 290945V currently carry two average daily freight trains and ten average daily Amtrak passenger trains at the Washington Street crossing. These tracks are part of the designated high speed rail route between Chicago and St. Louis. The average daily freight trains are projected to grow to eight in the next ten years. The crossing of those tracks with Washington Street is depicted on the "HSR Washington Street Railroad Plan Street" marked as "Exhibit A" attached hereto and made a part hereof. The existing at-grade crossing is protected by flashing warning lights and gates, and further improvements are planned as part of the Chicago to St. Louis High Speed Rail Improvement Project, as shown on Exhibit A.

8. The Union Pacific tracks that bear DOT No. 290865C serve a Cargill facility south of Washington Street. The average daily freight train traffic at the Washington Street crossing is zero trains. Bloomington is not aware of any plan by the UP to increase the train traffic at this location. This crossing is equipped with automatic flashing light signals.

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

9. The Union Pacific tracks that bear DOT No. 8500190 serve an interlocker with the Norfolk Southern, and currently have zero average daily freight trains at the Washington Street crossing. Bloomington is not aware of any plan by the UP to increase the train traffic at this location. This crossing is equipped with automatic flashing light signals.

10. Bloomington has been advised that the Norfolk Southern also apparently has an interest in this in the interlocker track crossing Washington Street, which crossing bears Dot No. 8500190. That is the reason the Norfolk Southern is named as a respondent in this proceeding.

11. The crossings at both DOT No. 290865C and DOT No. 8500190 have been improved within the last six months.

12. The crossing of the Union Pacific mainline that will carry high speed rail traffic is projected to be reconstructed within the next year. The IDOT preliminary plans for this crossing include a pedestrian crossing. *See Ex. A.*

13. There is a substantial amount of pedestrian traffic that uses the Washington Street sidewalks in the vicinity of the Union Pacific crossings. The area in the vicinity of the crossings is a mix of residential and commercial buildings.

14. The three Union Pacific crossings are immediately adjacent to one another with abutting right of way. The net effect is there is a 400 foot break in the sidewalk on the north side of Washington Street, where no sidewalk currently is constructed on the Union Pacific right of way for the three tracks.

15. Subject to Commission approval, IDOT currently plans to arrange and pay for construction of a five foot wide pedestrian crosswalk from the east side of the Union Pacific right of way to the west side of the mainline right of way. Construction of a pedestrian crossing for

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

the mainline high speed rail crossing right of way would mean that roughly one hundred feet of Union Pacific right of way would be paved. Wheelchair users would be required to traverse an additional three hundred feet of dirt track ballast and two sets of Union Pacific railroad tracks in order to get from the west edge of the sidewalk to the east edge of the sidewalk, or vice versa, on the north side of Washington Street.

16. The federal regulations implementing the Americans with Disabilities Act require that the pedestrian sidewalk crossing improvement be constructed to provide continuous sidewalk to connect to the east and west edges of the sidewalk so that users have a continuous paved path of travel. *See, e.g.*, 28 C.F.R. §35.151(b)(4).

17. In order to promote public convenience and safety, Bloomington requests that the Commission authorize and order that a pedestrian crossing in the form of a five foot wide pedestrian sidewalk be constructed at the three Union Pacific crossings described above to connect with the sidewalks on the north side of Washington Street at the east and west ends of the Union Pacific right of way for the three crossings described above. Bloomington further requests that the pedestrian crossing be constructed in accordance with the “Proposed RR Crossing Improvement Plan” attached as Exhibit A, including the sidewalk extension to connect the sidewalk at the west edge of the high speed rail pedestrian crossing improvement limits with the sidewalk at the west edge of the Union Pacific right of way limits.

18. Bloomington requests that the entire cost of the pedestrian crossing be allocated to IDOT. Bloomington further requests that all construction on Union Pacific right of way shall be performed by Union Pacific at IDOT’s cost.

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

19. Bloomington requests pursuant to the provisions of 92 Ill.Admin.Code Sections 1535.203 and 1535.206 that Union Pacific maintain the pedestrian crosswalk surface and any pedestrian gates or other additional warning or safety devices determined necessary by the Commission to protect public safety.

20. There is no anticipated additional Union Pacific right-of-way required for the pedestrian crosswalk. An Installation Easement may be required per Final Design.

21. The pedestrian crosswalk will be installed, subject to the approval of the Commission, and maintained, in conformance with the requirements of Section 18c-7401 of the Illinois Commercial Transportation Law, 92 Ill. Admin. Code Sections 1535.203 and 1535.206, and all other applicable rulings, standards, rules and regulations.

22. Bloomington agrees to accept service by electronic means as provided for in 83 Ill. Admin. Code Section 200.1050.

WHEREFORE, Bloomington requests the Commission to enter an Order pursuant to Section 18c-7401 of the Illinois Commercial Transportation Law (625 ILCS 5/18c-7401) as follows:

1. Finding that the Commission has jurisdiction over Bloomington, Union Pacific, and IDOT, and the subject matter of this Petition;

2. Finding that the installation and maintenance of a five-foot wide pedestrian crosswalk on the north side of Washington Street at its intersection with the tracks of Union Pacific (DOT/AAR Numbers 290945V, 290865C and 850019O, all at Railroad Mile Post 126.50), requested by Bloomington are necessary to promote and preserve public safety and convenience;

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

3. Granting a temporary easement, if required, for the installation and maintenance of the five-foot pedestrian crosswalk on the north side of Washington Street at its intersection with the tracks of Union Pacific (designated as DOT/AAR Number 290945V, 290865C and 850019O, all at Railroad Mile Post 126.50), substantially as shown on the plan attached hereto as "Exhibit A" upon such terms and conditions as may be reasonably necessary;

4. Directing payment of all costs related to that part of the pedestrian crosswalk to be installed within Union Pacific's right-of-way, including warning or safety devices as the Commission determines are necessary to preserve public safety, by IDOT;

5. Directing Union Pacific pursuant to the provisions of 92 Ill. Admin. Code Sections 1535.203 and 1535.206 to maintain any pedestrian crosswalk surface and any pedestrian gates or other additional warning or safety devices determined necessary by the Commission to protect public safety; and

6. Awarding such other and further relief as the Commission deems appropriate.

Respectfully submitted,

City of Bloomington, a Municipal Corporation,
Petitioner

By /s/ Edward R. Gower
Edward R. Gower
Attorney for Petitioner
400 S. Ninth St., Suite 200
Springfield, IL 62701
Tel: (217) 528-7375
egower@hinshawlaw.com
Service by Electronic Means Acceptable

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

VERIFICATION

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN)

Kevin Kothe, states that he is City Engineer for the City of Bloomington; that he has read the foregoing Petition; that he knows the contents thereof and that to the best of his knowledge, information and belief, based upon reasonable inquiry, the contents are true and correct.

Kevin Kothe

Signed and sworn to before me this
_____ day of _____, 2014

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service of the foregoing Petition was made via email to the following persons accepting email service and via first class U.S. mail, postage prepaid to the following persons not accepting email service:

Mack H. Shumate, Jr.
Union Pacific Railroad Company
101 North Wacker Drive
Suite 1920
Chicago, IL 60606
mackshumate@up.com

Jennifer Kuntz
Office of Chief Legal Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway - Suite 311
Springfield, IL 62764
Jennifer.kuntz@illinois.gov

John Saladino
Railroad Safety Specialist
Transportation Railroad Division
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701
jsaladino@icc.illinois.gov

Neil Flynn
Neil F. Flynn & Associates
600 S. Second St., Suite 102
Springfield, IL 62704

Thomas Ambler
General Attorney
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, VA 23510-2191
Thomas.ambler@nscorp.com

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

Gus B. Bankieris, Manager
Hwy. Grade Crossing Signal Eng.
Norfolk Southern Corporation
1200 Peachtree St., NE
Atlanta, GA 30309-3579
Gus.bankieris@nscorp.com

William L. Barringer, Director Grade Crossing Safety
Norfolk Southern Corporation
1200 Peachtree St., NE Box 36
Atlanta, GA 30309-0036
William.barringer@nscorp.com

Cayela J. Wimberly
Norfolk Southern Corporation
1200 Peachtree St., NE
Atlanta, GA 30309-3579
Cayela.wimberly@nscorp.com

Dave Wyatt, System Engineer
Norfolk Southern Railway Company
1200 Peachtree St., NE, Suite 7100
Atlanta, GA 30309-3579
Dave.wyatt@nscorp.com

on this _____ day of August , 2014.

/s/ Edward R. Gower

Verified Petition for an Order Authorizing
the Installation of an At-Grade Pedestrian
Crosswalk with Railroad Tracks
ICC No.
8/18/14

CONSTRUCTION NOTES

- 1 STA. 53+12.46 WASHINGTON ST. AT EXISTING MAIN TRK ANGLE 66 DEGREES
- 2 CONSTRUCT 10' x 20' CONCRETE PANELS ON 10' CONCRETE TIES PER UPRR STDS
- 3 PROVIDE SIGNAL BUNGALOW. COORDINATE LOCATION WITH UPRR
- 4 PROVIDE ACCESS ROAD TO SIGNAL BUNGALOW. COORDINATE LOCATION WITH UPRR
- 5 EXISTING C/L WASHINGTON ST.
- 6 PROPOSED HSR FENCING (TYP)
- 7 REMOVE SIGNAL FLASHERS, GATE, CANTILEVER, AND FOUNDATION.
- 8 STA. 52+84.17, 26.25' RT. CONSTRUCT SIGNAL FLASHING LIGHT GATE AND FOUNDATION 15' FROM CENTERLINE OF RAIL. PROVIDE GATE ARM LENGTH FOR CENTER OF MAST TO CENTERLINE OF ROADWAY DISTANCE 28.80', PARALLEL TO TRACKS
- 9 STA. 53+07.85, 26.25' LT. CONSTRUCT SIGNAL FLASHING LIGHT GATE AND FOUNDATION 15' FROM CENTERLINE OF RAIL. PROVIDE GATE ARM LENGTH FOR CENTER OF MAST TO CENTERLINE OF ROADWAY DISTANCE 28.80', PARALLEL TO TRACKS
- 10 STA. 53+17.11, 26.17' RT. CONSTRUCT SIGNAL FLASHING LIGHT GATE AND FOUNDATION 15' FROM CENTERLINE OF RAIL. PROVIDE GATE ARM LENGTH FOR CENTER OF MAST TO CENTERLINE OF ROADWAY DISTANCE 28.71', PARALLEL TO TRACKS.
- 11 STA. 53+39.63, 23.75' LT. CONSTRUCT SIGNAL FLASHING LIGHT GATE AND FOUNDATION 15' FROM CENTERLINE OF RAIL. PROVIDE GATE ARM LENGTH FOR CENTER OF MAST TO CENTERLINE OF ROADWAY DISTANCE 26.05', PARALLEL TO TRACKS.
- 12 CONSTRUCT HSR PEDESTRIAN CROSSING TREATMENT, NW AND NE QUADRANTS
- 13 REMOVE AND REPLACE SIDEWALKS PER ADA STANDARDS (TYP)
- 14 REMOVE SIDEWALK FROM ENTRANCE TO RR CROSSING
- 15 BEGIN SIDEWALK IMPROVEMENTS STA. 10+00.00 = STA. 52+70.99 WASHINGTON ST.
- 16 END SIDEWALK IMPROVEMENTS STA. 11+11.76 = STA. 53+82.91 WASHINGTON ST.
- 17 SIDEWALK BASELINE IS ALONG STREET SIDE (TYP.)
- 18 PROPOSED CONSTRUCTION EASEMENT AS REQUIRED PER FINAL DESIGN

CITY OF BLOOMINGTON

Extend pedestrian access from future High Speed Rail pedestrian crossing to west UPRR R.O.W.

HSR Project pedestrian crossing improvement limits.

to Norfolk Southern rail

DOT# 8500190 UPRR

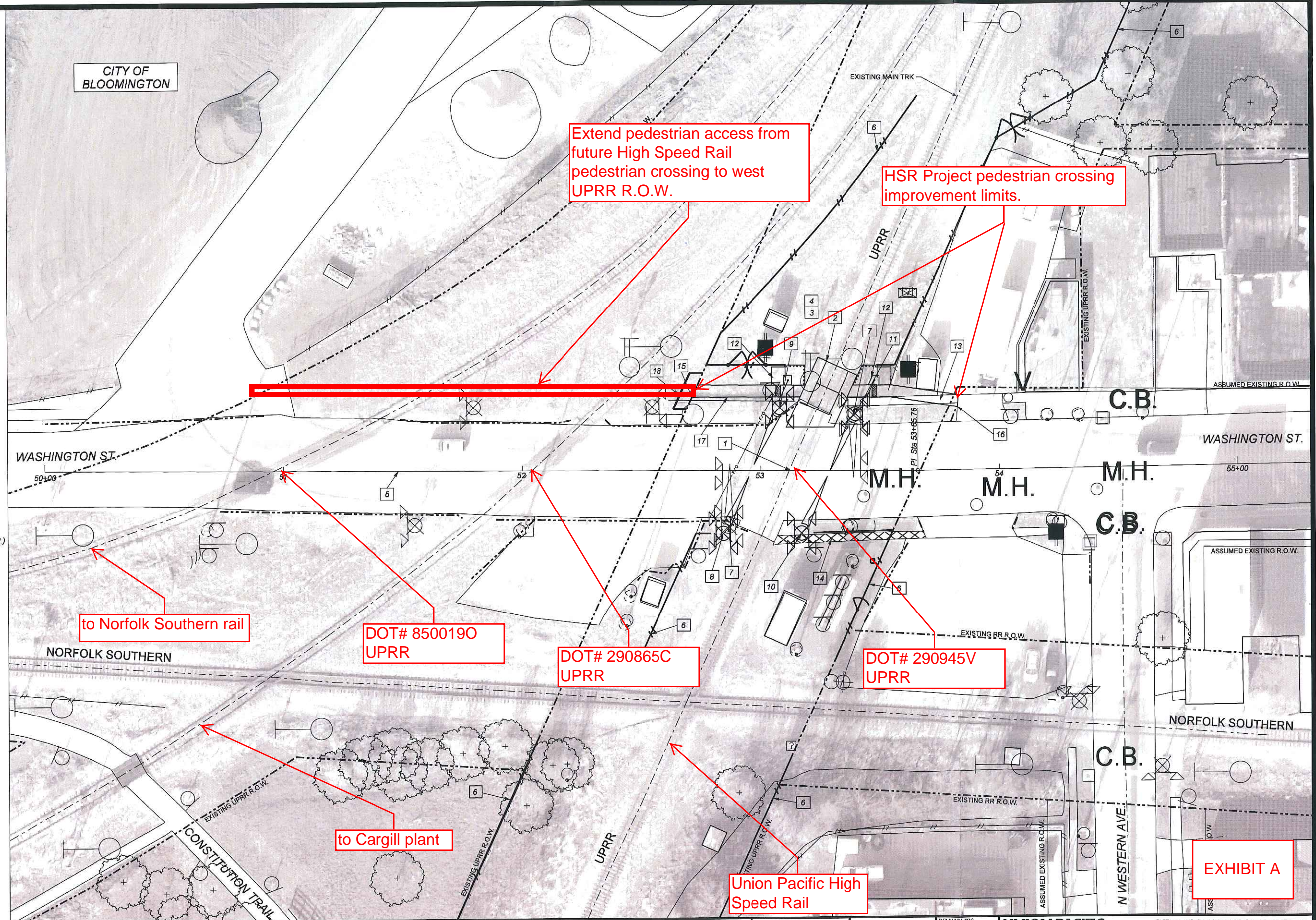
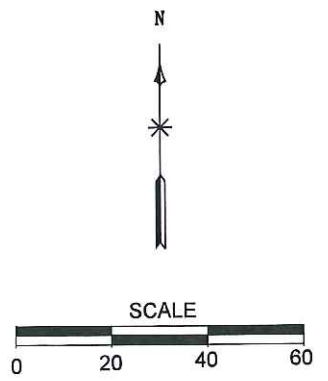
DOT# 290865C UPRR

DOT# 290945V UPRR

to Cargill plant

Union Pacific High Speed Rail

EXHIBIT A



PRELIMINARY
NOT FOR CONSTRUCTION DATE: 12/07/2012



DRAWN BY: JTM	UNION PACIFIC RAILROAD Office of Assistant Vice President Engineering Design CHICAGO TO ST. LOUIS HIGH SPEED RAIL CONCEPT ROADWAY CROSSING PLAN WASHINGTON ST. (MP 126.50) DOT #290945V
CHECKED BY: MLB	
DATE: 07 DEC 2012	
SHEET NUMBER: 4 of 7	



FOR COUNCIL: September 8, 2014

SUBJECT: Waive Formal Bid Process and Authorize the Purchase of Personal Protective Equipment – Firefighting Turnout Gear

RECOMMENDATION/MOTION: That the formal bid process be waived, the purchase of twenty-five (25) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc. (MES), Deer Creek, IL, be approved, in the amount of \$62,400, 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 1a. Budget with adequate resources to support defined services and level of service, and 1d. City services delivered in the most cost-effective and efficient manner.

BACKGROUND: Council authorized the purchase of replacement turnout gear as part of the FY 2015 budget.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association’s recommended useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular Turnout Gear providing consistency in use for firefighters and cost savings.

The gear that the department uses was selected in 2006 during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost. A major determining factor was that the gear has a shell warranty of seven (7) years against any damage that occurs during firefighting operations, eliminating gear repair line item previously budgeted at \$15,000 per year.

Attached is a letter from the Globe Manufacturing Company stating that Municipal Emergency Services, Inc. (MES) is the sole authorized dealer of Globe turnout gear in the State of Illinois.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for the Firefighter Turnout Gear is \$62,400 which has been budgeted in Fire – Protective Wear (10015210 - 62191). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 272.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Michael Kimmerling, Fire Chief

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Municipal Emergency Services, Inc. Quote dated 08/25/2014
Attachment 3. Globe Manufacturing Company, LLC Sole Authorized Dealer Letter dated 07/14/2014
Attachment 4. Gear Specifications

Motion: That the formal bid process be waived, the purchase of twenty-five (25) complete sets, (jacket and pants), of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from MES, Deer Creek, IL, be approved, in the amount of \$62,400, 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 FIREFIGHTING TURNOUT GEAR FOR THE
FIRE DEPARTMENT FROM MUNICIPAL EMERGENCY SERVICES, INC. AT A
PURCHASE PRICE OF \$62,400**

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 Firefighting Turnout Gear at a Purchase Price of \$62,400.

ADOPTED this 8th day of September, 2014.

APPROVED this ___ day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

MES - Illinois
124 East First Street
Deer Creek, IL 61733

Telephone: (309) 447-6780
 Fax: (309) 447-6903



Ship To:
 BLOOMINGTON FIRE DEPT.
 310 N. LEE STREET
 Bloomington, IL 61701

Contact:
 Phone:

Bill To:
 BLOOMINGTON F.D.
 310 N. LEE STREET
 BLOOMINGTON, IL 61701

Quotation

Number: QT_00287598-3
 Date: 8/26/2014
 Page: 1 of 1
 Sales order:
 Requisition: ERIC VAUGHN
 Your ref.: REPLACEMENT PPE
 Our ref.: JCrabtree
 Quotation deadline: 10/11/2014
 Payment: Net 30
 Sales Rep: JCrabtree
 Terms of delivery: Customer Pays Freight-
 NOT Taxable

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
33257-G	GLOBE GXTREME TAPERED COAT PER SPECS AND GLOBE QUOTE 060214-8G			25.00	EA	1,328.00	33,200.00
43257-G	GLOBE GXTREME PANT PER SPECS AND GLOBE QUOTE 060214-8G			25.00	EA	1,168.00	29,200.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.
 Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Sales balance	Total discount	S&H	Sales tax	Total
62,400.00	0.00	0.00	0.00	62,400.00 USD

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Globe Manufacturing Company, LLC

July 14, 2014

Eric Vaughn
Bloomington Fire Department

Dear Eric,

This letter stands as confirmation that MES Illinois is the sole authorized dealer in the State of Illinois for Globe Firefighter Suits, which includes the G-Xtreme style coat and pant.

GLOBE MANUFACTURING COMPANY is a 127-year old family owned and operated business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Firefighter Suits, Cairns Protective Clothing, Globe EMS, LLC and Globe FootGear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

MES Illinois and Globe Manufacturing Company, LLC have been strong partners for many years. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Mark Dolim

Mark Dolim
National Sales Manager

MD/ns

37 Loudon Road, Pittsfield NH 03263
TEL: 800-232-8323 603-435-8323
FAX: 800-442-6388 603-435-6388
www.globefiresuits.com

Globe Firefighter Suits • Globe Cairns • Globe LifeLine • Globe FootGear • Globe CARES



ATHLETIC GEAR FOR FIREFIGHTERS.™

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YOU ARE HERE: [Home](#) : [Turnout Gear](#) : [Globe Firefighter Suits](#) : [G-XTREME®](#) : [G-XTREME® Jacket](#)

Globe, DuPont, and NVFC Give Away 51 Sets of Gear in 2013

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G-XTREME Jacket



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G-XTREME® Jacket

The world's most advanced turnout gear just keeps getting better. Built to move the way the human body moves — without restriction — by providing a tailored, **less bulky fit** with added length and fullness where the body bends. Its patented AXTION® Back and AXTION® Sleeve let you make all the right moves. And now G-XTREME® comes in SHAPES to fit your body like never before.

FEATURES



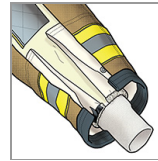
AXTION® BACK adds length across your shoulders when you work in front of you.



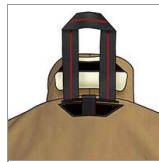
AXTION® SLEEVE provides extra length when you reach.



FREE HANGING THROAT TAB stays out of your way when not deployed.



TELESCOPING SLEEVE WELLS keep water out and add thermal protection.



YOCCO™ DRAG RESCUE DEVICE is easy to deploy when you need it, out of the way when you don't.



THERMALLY ENHANCED UPPER BODY is oversized for more coverage.



TRIMTRAX® THREAD PROTECTION cording lasts far longer than conventional stitching.



AXTION® LINER allows unrestricted movement and easy access between the layers.

MORE STANDARD FEATURES

CONTOURED SLEEVES ergonomically curved to work with you — not against you.

CONTOURED COLLAR maintains ergonomic shape when flipped up or folded down.

EXPANSION CARGO/HANDWARMER POCKETS reinforced with KEVLAR® fabric inside and NOMEX® fleece behind.

GENEROUS LINER POCKET lined with moisture barrier.

DOUBLE-STITCHED SEAMS with 8–10 stitches per inch for a longer service life.



ATHLETIC GEAR FOR FIREFIGHTERS.™

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YOU ARE HERE: [Home](#) : [Turnout Gear](#) : [Globe Firefighter Suits](#) : [G-XTREME®](#) : [G-XTREME® Pants](#)

Globe, DuPont Protection Technologies & NVFC Launch 2014 Globe Gear Giveaway

800 232-8323

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G-XTREME Pants



[enlarge image](#)

G-XTREME® Pants

Finally, turnout pants that **fit like a pair of jeans**. With its adjustable belt and elasticized back transferring weight to your hips, suspenders are a preference, not a necessity. The AXTION® Seat and AXTION® Knee work together to give you completely unrestricted movement when you bend over, squat down, step up, sit down, kneel, or crawl. And now G-XTREME® comes in SHAPES to fit your body like never before.

FEATURES



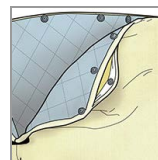
AXTION® KNEE adds length over the knee so you can step up, sit down, kneel, or crawl freely.



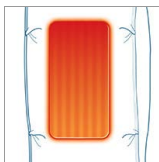
AXTION® SEAT adds length in the seat to allow you to bend at the waist and knees freely.



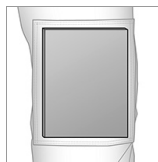
ADJUSTABLE BELT CLOSURE transfers weight to your hips and makes the pants fit like a pair of jeans.



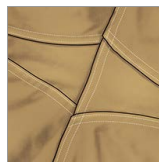
LINER ACCESS OPENING on both sides of the waist for easy access between the layers.



THERMALLY ENHANCED KNEES add a layer of thermal and moisture barrier to protect this high compression area.



Optional **SILIZONE® FOAM KNEES** make crawling almost heavenly and don't absorb water.



DIAMOND CROTCH GUSSET distributes stress in both shell and liner for durability.



PADDED H-BACK RIP-CORD SUSPENDERS attach to horizontal loops so there is no metal hardware to dig in or pull out.

MORE STANDARD FEATURES



FOR COUNCIL: September 8, 2014

SUBJECT: Waive Formal Bid Process and Authorize the Purchase of Fire Priority Dispatch System from Priority Dispatch

RECOMMENDATION/MOTION: That the formal bid process be waived, the purchase of a Fire Priority Dispatch System from Priority Dispatch, Salt Lake City, UT be approved, in the amount of \$53,759, the Purchasing Agent be authorized to issue a Purchase Order, the Resolution be adopted, and the City Manager or his designee to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services, and Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner, and 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

This purchase will allow the Communications Center to quickly and efficiently process requests from the public for Fire Department Services. In turn, the Fire Department will be better prepared with information to respond to calls with appropriate resources.

BACKGROUND: The Fire Priority Dispatch System from Priority Dispatch is a unified fire protocol system used by 911 telecommunicators to intake emergency calls from the public. The system uses systematic caller interrogation to logically prioritize responses and provide life-saving pre-arrival instructions. The system reduces liability, increases the effectiveness of call processing, and creates measureable data to implement a continuous quality improvement program. The Communications Center currently utilizes the Medical Priority Dispatch System from Priority Dispatch to provide Emergency Medical Dispatch to callers. Using the same limited source provider will allow the City to integrate with the Fire Priority Dispatch System allowing for the most efficient and cost effective protocol system choice. The Fire Priority Dispatch System will also benefit our Insurance Services Office (ISO) Public Protection Classification. In the June 2014 ISO Summary Report, Item 420 Telecommunications, the City received 80 of 100 possible points. The missing points were due to a specific lack of fire emergency dispatch protocols. This system would qualify for those additional points. Dispatch and communication account for ten percent (10%) of the final Public Protection Classification score. This will provide the City of Bloomington with sufficient points to move into a Class 2 category from a Class 3.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total project cost is \$53,759. This cost will be split between the Bloomington Communications Center, Fire, and Police Departments as follows:

Priority Dispatch Sales Quote #103671 (\$13,530 for Training)

Account	Description	Amount
10015210-71340	FIRE Telecomm	\$6,500
10015210-70632	FIRE Professional Develop	\$4,500
10015118-70632	COMM CTR Professional Develop	\$550
10015110-70632	POLICE Professional Develop	\$1,980

Priority Dispatch Products and Services Sale Quote #104235 (\$40,229)

Account	Description	Amount
10015210-70690	FIRE Other Purchased Services	\$3,484
10015118-70530	COMM CTR Repr/Mtnc Office & Computer	\$36,745

Stakeholders can locate the Police, Communication Center and Fire Budgets in the FY 2015 Budget Book titled "Budget Overview & General Fund" on pages 251, 262, 272-273 respectively.

Respectfully submitted for Council consideration.

Prepared by: Darren Wolf, Communications Center Manager
Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Michael Kimmerling, Fire Chief

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Priority Dispatch Sales Quote #103671 (\$13,530.00) dated 08/08/2014
Attachment 2. Priority Dispatch Sales Quote #104235 (\$40,229.00) dated 08/25/2014
Attachment 3. Agreement

Motion: That the formal bid process be waived, the purchase of a Fire Priority Dispatch System from Priority Dispatch, Salt Lake City, UT be approved, in the amount of \$53,759, the Purchasing Agent be authorized to issue a Purchase Order, the Resolution be adopted, and the City Manager or his designee 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			

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A FIRE PRIORITY DISPATCH SYSTEM FOR
FROM PRIORITY DISPATCH AT A PURCHASE PRICE OF \$53,759**

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 Fire Priority Dispatch System at a Purchase Price of \$53,759.

ADOPTED this 8th day of September, 2014.

APPROVED this ___ day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



Sales Quote #103671

by Jon Stones

Date 8/8/2014

110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Bill To: Bloomington PD, IL
Attn: Darren Wolf
305 S. East St.
Bloomington, IL 61702

Ship To: Bloomington PD, IL
Attn: Darren Wolf
305 S. East St.
Bloomington, IL 61702

For: Bloomington PD, IL
Attn: Darren Wolf
305 S. East St.
Bloomington, IL 61702

Phone: (309)434-2589 Fax:

Table with 4 columns: Qty, Description, Unit Price, Extended Price. Rows include Certification Course Registrant (Host), Active Assailant Course Registration, Trip Charge/Travel Expenses, and ED-Q Certification Course Registrant. Sub-Total: \$13,530.00, Tax: \$0.00, Shipping & Handling: \$0.00, Total: \$13,530.00

This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. Payment terms are Net 30 unless otherwise noted.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control. Shipments are made F.O.B. origin, which is Salt Lake City, UT, USA. All insurance expenses and risk of loss are assumed by Buyer.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may return the licensed product(s) within 10 days of receipt for a refund, less any applicable restocking fees and original shipping charges.

Sign here X _____ Date _____

Payment Method: (Check enclosed, or...)

[] Purchase Order # _____

[] VISA/MasterCard/AMEX # _____

Expiration: _____

"To lead the creation of meaningful change in public safety and health."



Sales Quote #104235

by Jon Stones

Date 8/25/2014

110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Bill To: Bloomington PD, IL
Attn: Darren Wolf
305 S. East St.
Bloomington, IL 61702

Ship To: Bloomington PD, IL
Attn: Darren Wolf
305 S. East St.
Bloomington, IL 61702

For: Bloomington PD, IL
Attn: Darren Wolf
305 S. East St.
Bloomington, IL 61702

Phone: (309)434-2589 Fax:

Qty	Description	Unit Price	Discount Amount	Extended Price
5	ProQA Software Licenses (Fire - Paramount - Standard - North American English) Automated calltaking software	\$3,500.00	\$875.00	\$16,625.00
1	Client/Server Software Upgrade - Additional Users (North American English) Increased client server application capacity	\$1,500.00		\$1,500.00
1	AQUA Discipline Modules (Fire - Evolution - Standard - North American English) Licensed discipline modules for AQUA	\$800.00		\$800.00
5	Cardset (Fire - 6.0 - Standard - North American English) Licensed manual protocol set for backup	\$495.00		\$2,475.00
2	QA Guide (QAG) (Fire - 6.0 - Standard - North American English) Quality Assurance Guide for training and case review only	\$45.00		\$90.00
1	CDE Advancement Series (Fire - 2014 - Standard - North American English) CDE lessons on CD Rom	\$500.00		\$500.00
2	ProQA Software Training (Fire - Standard - North American English) 4-hour course (maximum of two complete sessions per day)	\$2,000.00		\$4,000.00
1	Software Sys Admin/Install Day (Fire - Standard - North American English) On-site technical assistance	\$2,000.00		\$2,000.00
1	Project Management/Implementation Support (Fire) Implementation support and quality management program development	\$9,000.00	\$1,350.00	\$7,650.00
1	National Q Service - 50% (Fire) Expert case review and reporting for 12calls per week for 6 mos OR 25 calls per week for 3 mos. Renewable option available.	\$9,750.00	\$4,875.00	\$4,875.00
1	Accredited Center of Excellence Application Fee (Fire) IAED fee for accreditation	\$2,250.00		\$2,250.00
1	Annual Maintenance/Support - ESP (P) License renewal, service and support (EFD). *Added to existing EMD annual maintenance fee.	\$5,280.00		\$5,280.00

"To lead the creation of meaningful change in public safety and health."



Sales Quote #104235

by Jon Stones

Date 8/25/2014

110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

1	ACE Accreditation Discount (Fire) Discount if IAED ACE Accreditation is achieved within 12 mos of Go-Live. \$2,500 charged if milestone not achieved.	(\$5,000.00)	(\$5,000.00)
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	Sub-Total:	\$43,045.00
	Discount:	\$2,856.00
	Tax:	\$0.00
	Shipping & Handling:	\$40.00
		Total:
		\$40,229.00

This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. Payment terms are Net 30 unless otherwise noted.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control. Shipments are made F.O.B. origin, which is Salt Lake City, UT, USA. All insurance expenses and risk of loss are assumed by Buyer.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may return the licensed product(s) within 10 days of receipt for a refund, less any applicable restocking fees and original shipping charges.

Sign here _____ Date _____

Payment Method: (Check enclosed, or...)

Purchase Order # _____

VISA/MasterCard/AMEX # _____

Expiration: _____

"To lead the creation of meaningful change in public safety and health."

PUBLIC SAFETY PRIORITY DISPATCH SYSTEM ("PDS")

Client License and Service Agreement for Priority Dispatch Systems

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the "Agreement") details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. ("MPC"), d.b.a. Priority Dispatch Corp. ("PDC"), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the "CLA/BSP"). The Licensed Product(s) are as specified in Client's License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support ("S&S") thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user's license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

Date: _____
Client: _____ ("Client," "Licensee" and/or "you")
Address: _____
Telephone: _____
Fax: _____
EMAIL: _____

ProQA Medical Version Number: _____ Number of Licensed Stations: _____
License Number: _____ License Fee: _____
Annual Support Dates: _____ Annual Maintenance Fee: _____

ProQA Fire Version Number: _____ Number of Licensed Stations: _____
License Number: _____ License Fee: _____
Annual Support Dates: _____ Annual Maintenance Fee: _____

ProQA Police Version Number: _____ Number of Licensed Stations: _____
License Number: _____ License Fee: _____
Annual Support Dates: _____ Annual Maintenance Fee: _____

PPDS Cards Version Number: _____ Number of Licensed Stations: _____
License Number: _____ License Fee: _____
Annual Support Dates: _____ Annual Maintenance Fee: _____

FPDS Cards Version Number: _____ Number of Licensed Stations: _____
License Number: _____ License Fee: _____
Annual Support Dates: _____ Annual Maintenance Fee: _____

MPDS Cards Version Number: _____ Number of Licensed Stations: _____
License Number: _____ License Fee: _____
Annual Support Dates: _____ Annual Maintenance Fee: _____

AQUA Version Number: _____ Number of Licensed Stations: _____
License Number: _____ License Fee: _____
Annual Support Dates: _____ Annual Maintenance Fee: _____

The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing, and that the Parties understand and agree to be bound by the terms and conditions of this Agreement.

Client, Licensee, and /or you: _____ PDC and/or Licensor: _____
Authorized Signature _____ Authorized Signature _____
Print Name _____ Print Name _____
Title _____ Title _____

Terms and Conditions of Agreement

1. Software means the Priority Dispatch System (“PDS”) software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. **Documentation** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to “Software” shall also apply to the PDS and to the Documentation, which together comprise the **Licensed Product**. Except as provided below, in the section entitled “Limited Software Warranty,” any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled “Termination”).

3. Stations, Licensed Stations, Number of Licensed Stations. “Stations” are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. “Licensed Stations” are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The “Number of Licensed Stations” is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. “Training Stations” are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. “Backup Stations” are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to you a nonexclusive, non-transferable limited license (the “License”) to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC’s express, prior written permission, you may not: (a) *decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Basic Service Plan. This Agreement includes and incorporates the accompanying Basic Service Plan (“BSP”). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and

registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC's then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current "Extended Maintenance Fee" for the Extended Service Plan ("ESP"). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC's obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person's title and e.mail address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled "Use of Software; Updates," below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. **THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.**

12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. See also, BSP section titled "Unsafe Practices."

13. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

18. Disputes. This Agreement shall be governed in all respects by the laws of the United States, and the State of Utah. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

19. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) *only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and

conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Entire Agreement. This Agreement, including the Basic and Extended Service Plan on the following pages: (a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, cancelled or rescinded by a writing signed by both Parties. No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

25. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

26. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan (“BSP”). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan (“ESP,” see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the “Agreement”) including, without limitation, the sections entitled “Disclaimer Of Other PDC Warranties,” “Limitation On PDC Liability,” “Allocation Of Risk” and “Disputes.” To assure entitlement to PDC’s maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan.

- a. BSP: Basic Product Service and Client Support (“S&S”) are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled “Basic Service Plan.”
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client’s receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC’s then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled “Updates & New Versions”).

2. Updates & New Versions. An important part of PDC’s on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch (“I/NAED”); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at http://www.prioritydispatch.net/support/int_notification.php. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** (see also, defined term “Update” in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client’s failure to register for Software notifications and implement Updates, as

provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."

- b. **New Versions** (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

5. Expert System Disclosure. This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-/NAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the I/NAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT

AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:

- a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.
- b. **Total Quality Management.** A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:
 - i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.
 - ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
 - iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
 - iv. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
 - v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy's Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED's compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
 - vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

10. Accepted Process for PDS Modification. In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled "Basic Service Plan/Extended Service Plan" and "Updates & New versions" of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. Appendix. The following Appendix, entitled "A More Detailed Definition of Certain Key Terms Used in This Agreement," is made part of this BSP for additional information and clarification:

A More Detailed Definition of Certain Key Terms Used in This Agreement

"Academies" and/or "Academy" and/or "I/NAED"

The National Academies of Emergency Dispatch ("NAED"). Also known as the International Academies of Emergency Dispatch ("IAED").

"Agreement," "Client License Agreement," "CLA"

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

"BSP" The Basic Service Plan:

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled "Basic Service Plan," the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

"Cards"

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Client," "Agency," "Licensee" and "You" or "you"

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

"certification" and "recertification"

When used in this agreement, certification and recertification mean specifically by the I/NAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

"ESP" The Extended Service Plan:

A BSP that has been extended pursuant to that part of the Agreement entitled "Extended Service Plan" becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

"PDS", Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively.

"Release"

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

"Service" and/or "Support" and/or "S&S"

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

"Software"

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

[Please complete and return the Registration Form on the next page]



Priority Dispatch System™

CLIENT REGISTRATION FORM

Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.

Agency Name: _____

Contact Person: _____

Name of Center where Licensed Product is used: _____

Address where Licensed Product is used: _____

City: _____ State/Province: _____

Zip: _____ Country: _____

Signed by: _____ Date: _____

Please provide the following data about your geographic area and Emergency Dispatch Center:

1. Geographic area (city, county, etc.): _____
2. Base population within geographic area: _____
3. Number of Emergency Dispatch call taking stations in center: _____
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: _____

For Office Use Only

License Number: _____

License Date: _____

Initial License Fee: _____

Version Number: _____

PDS Edition: _____

Number of Licensed Stations: _____
(Active _____ Supervisory/Standby _____)



FOR COUNCIL: September 8, 2014

SUBJECT: Analysis of Request for Proposal (RFP) for Annual Maintenance Agreement for Citywide Network and VoIP Telephone Infrastructure

RECOMMENDATION/MOTION: That RFP for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP, (Voice over Internet Protocol), infrastructure be awarded to Sentinel Technologies Inc., Springfield, IL, the agreement be approved, in the amount of \$93,308 for the first year and including up to four (4) option years, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City’s local and wide area network consists of well over one hundred (100) devices spread across roughly forty (40) locations. The City’s VoIP infrastructure consists of multiple virtualized servers, located in different geographical locations for redundancy, and approximately 500 telephone devices. Network and VoIP infrastructure is critical to City operations as it supports thousands of end user devices, (desktop computers, laptop computers, network printers, mobile devices, telephones, security cameras and access control, HVAC systems, lighting systems, websites, remote connectivity), used twenty-four (24) hours by seven (7) days a week to carry out operations throughout the City.

Staff recently released an RFP, (Request For Proposal), seeking proposals to provide hardware and software maintenance, remote configuration assistance, onsite and remote diagnostic and repair services for the City’s network and VoIP infrastructure. Responses were received from the following vendors:

Company	Location	Proposal Cost	
Sentinel Technologies, Inc.	Springfield, IL	\$93,308.00	**recommend
Netech Corporation	Peoria, IL	\$103,732.66	

Staff evaluated the proposal responses from both vendors and found each to be in order and fully responsive. Staff is recommending Council approve the contract with Sentinel Technologies.

The City’s network and VoIP infrastructure is composed of Cisco Systems, Inc. equipment. A requirement of the RFP is that the vendors possess a minimum Gold Level certification from Cisco. This means they has received in depth technical training and have demonstrated their ability to support, troubleshoot and maintain complex environments such as the City.

Staff believes either responding vendor would be capable of providing the required services, but is recommending Sentinel Technologies as the lowest responsible bidder. Sentinel has also provided this service historically, has performed well, and therefore already has a very good knowledge of the City's infrastructure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The \$93,308 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 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director of Information Services
Reviewed by: Alexander S. McElroy, Asst. to the City Manager
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That RFP for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP, (Voice over Internet Protocol), infrastructure be awarded to Sentinel Technologies Inc., Springfield, IL, the agreement be approved, in the amount of \$93,308 for the first year and including up to four (4) option years, 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			



APPENDIX A

Statement of Work -- Sentinel High Availability Network Support (HANS™)

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Master Services Agreement (“Agreement”) referenced below by and between Sentinel Technologies, Inc., (“Contractor”) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington (“Customer”) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended as set forth below. In the event the terms of this Appendix conflict with the terms in the Agreement, the terms of this Appendix shall prevail during the Contracted Period of Maintenance Services herein and any extensions thereof.

Commencement Date Agreement No. Addendum No.048r1

1. Inspection and Repair

Prior to the Commencement Date of Maintenance under this Appendix, the equipment covered hereunder and delineated in Appendix B (“the Equipment”), shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to modify, repudiate or terminate this Appendix if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses or fails to bring the Equipment up to an acceptable condition.

2. Responsibilities of Contractor

The Contractor shall, for the total charges set forth in Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods of Maintenance Service selected by the Customer as designated on Appendix B.

The Maintenance Service includes:

- a. Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified by the Customer that the Equipment is inoperative.
- b. All costs of labor and field installable parts, as determined necessary by Contractor for maintaining the Equipment, incurred as a result of normal usage and wear and tear. At Customer's request, Contractor will, for additional time and material cost, make required repairs not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.
- d. With regard to end of life products, Contractor shall use its commercially reasonable best efforts to support said products until such time it is determined, in Contractor's sole discretion, that the support of these products is not economically viable. At the time that determination is made, Contractor shall notify Customer, in writing, and Contractor shall then be relieved of any and all obligation or liability relating to said products.

3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor, except for work and other routine maintenance performed directly by Customer
- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.



- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers or agents.

4. Call Recording

The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service. Customer, on behalf of itself and its employees, agents and assigns, consents and authorizes Contractor to implement this procedure.

5. Periods of Maintenance Service Availability

- a. The Monthly Maintenance Fee and the Periods of Maintenance Service available to the Customer are stated in Appendix B. Notwithstanding the terms therein, the activation of the obligations under this Appendix commence no later than the date Contractor purchases any contracts or equipment on Customer's behalf.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Appendix by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

6. Excluded Services

The following services are outside the scope of this Appendix, but can be provided at an additional charge:

- a. Maintenance or repairs attributable to unauthorized attempts by third parties to repair or maintain the Equipment; Equipment being used for purposes other than that for which it was designed; maintenance or repairs necessitated by acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, accident, transportation, or similar emergency beyond the parties' control; failure to provide suitable environmental conditions; fault or negligence of the Customer, its agents, employees or assigns; improper use or misuse of the Equipment; causes external to the Equipment, such as but not limited to, power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Installation, moves, adds, or changes to Equipment/software.
- d. Maintenance or repairs attributable to manufacturer defects, bugs, viruses, or other similar defects.



7. Service Level Agreement (“SLA”) for Sentinel HANS™

SLAs are noted below, in accordance with the following general Severity Level definitions and the provisions of Section 8 below:

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- c. **Severity 3:** Non critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

Note: Due to the time required for set up to support HANS™ agreements, adherence to SLAs will become effective no sooner than 30 days after Customer signature.

Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1	15 Minutes	99.5%	1 Hour	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%

8. SLA Options

There are three SLA options for Sentinel HANS™. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS™ – provides all the services detailed under Item 8a. below. This service does not allow the Customer the ability to call the Cisco TAC directly for support or receive software updates to a device.

HANS™ Plus - provides all the services detailed under Item 8a. below with all Equipment backed by a Cisco support agreement which provides Customer and Contractor access to Cisco's Support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

HANS™ with Partner Service Support (“PSS”) – provides all the services detailed under Item 8a. and 8b. below. Contractor is authorized to deliver Cisco Support and as such, Contractor has the ability to escalate to Cisco TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

- a. The following details the level of support provided under all HANS™ service agreements:
 - All calls for service are to be placed with, monitored and escalated by Contractor.
 - Contractor will reload/configure system components with Customer supplied back up as required to ensure complete functionality and restoration.
 - For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
 - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer's agent in attempting to resolve issues with other vendors/suppliers.
 - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
 - Contractor will supply loaner equipment on a best efforts basis in emergency situations for non-core network equipment.
 - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
 - Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in Appendix B.



- b. The following details the additional level of support provided under all HANS™ with PSS service agreements:
 - Contractor will provide the software for the PSS Collector upon Customer's request. The PSS Collector will only provide the functionality outlined below and without the PSS Collector, these functions will not be possible. Specification of the hardware requirements will be given to Customer during the kick-off phase. Customer is responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible to re-configure the community string if it is not configured correctly on the devices.
 - Contractor will provide Contract and Inventory Management on the Customer infrastructure.
 - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
 - Device Diagnostics alerting and providing access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
 - Access to Cisco Worldwide Parts Depot.
 - Contractor provides TAC support and escalation of cases to Cisco TAC on behalf of the Customer. In addition, in certain circumstances Customer may participate during Contractor's call with Cisco TAC.

9. The terms and conditions of the Request for Proposals, RFP No. 2015-28, including its addendum and the response of Contractor, are made part of this agreement and required conditions thereto.

CUSTOMER:
City of Bloomington

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX B

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Master Services Agreement ("Agreement") referenced below by and between Sentinel Technologies, Inc., ("Contractor") with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington ("Customer") with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended as set forth below. In the event the terms of this Appendix conflict with the terms in the Agreement, the terms of this Appendix shall prevail during the Contracted Period of Maintenance Services herein and any extensions thereof.

Commencement Date Agreement No. Addendum No.048r1

PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

City of Bloomington							
Part Number	Serial Number	Begin Date	End Date	Qty	Unit	Ext. Price	Special Notes
Sentinel HANS™ PSS, parts & on-site 24x7x4 coverage							
ASA5540-AIP20-K9	JMX1217L129	15-Sep-14	14-Sep-15	1	\$ 4,226	\$ 4,226	
ASA5540-AIP20-K9	JMX1217L12A	15-Sep-14	14-Sep-15	1	\$ 4,226	\$ 4,226	
CISCO1811/K9	FTX1017W2EK	15-Sep-14	14-Sep-15	1	\$ 124	\$ 124	
CISCO1841	FTX1143W0YX	15-Sep-14	14-Sep-15	1	\$ 190	\$ 190	
CISCO1841	FTX1219W0DJ	15-Sep-14	14-Sep-15	1	\$ 190	\$ 190	
CISCO2821-SEC/K9	FTX0949C144	15-Sep-14	14-Sep-15	1	\$ 822	\$ 822	
CISCO2821-SEC/K9	FTX0949C146	15-Sep-14	14-Sep-15	1	\$ 822	\$ 822	
CISCO2821-SEC/K9	FTX0949C147	15-Sep-14	14-Sep-15	1	\$ 822	\$ 822	
CISCO3825-SEC/K9	FTX0949A00F	15-Sep-14	14-Sep-15	1	\$ 1,628	\$ 1,628	
UCS-C210M2-VCD2	QCI1436A9BV	15-Sep-14	14-Sep-15	1	\$ 572	\$ 572	
UCS-C210M2-VCD2	QCI1436A9IK	15-Sep-14	14-Sep-15	1	\$ 572	\$ 572	
WS-C4507R	FOX081603QL	15-Sep-14	14-Sep-15	1	\$ 3,768	\$ 3,768	
WS-C4507R	FOX093503PL	15-Sep-14	14-Sep-15	1	\$ 3,768	\$ 3,768	
WS-C6509-E	SMG0939NF0U	15-Sep-14	14-Sep-15	1	\$ 9,282	\$ 9,282	
Sentinel HANS™ PSS, parts & on-site service, 8x5xNBD coverage							
CISCO2801	FHK1146F2BD	15-Sep-14	14-Sep-15	1	\$ 299	\$ 299	
CISCO2801-SRST/K9	FTX1002W344	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W345	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W346	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W347	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W348	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W349	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W34B	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W34C	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2801-SRST/K9	FTX1002W34D	15-Sep-14	14-Sep-15	1	\$ 370	\$ 370	
CISCO2851	FHK0910F1ZL	15-Sep-14	14-Sep-15	1	\$ 719	\$ 719	
CISCO2851	FHK0915F00P	15-Sep-14	14-Sep-15	1	\$ 719	\$ 719	
CISCO2851-SRST/K9	FTX1001C4L2	15-Sep-14	14-Sep-15	1	\$ 857	\$ 857	
CISCO2851-SRST/K9	FTX1001C4L3	15-Sep-14	14-Sep-15	1	\$ 857	\$ 857	
CISCO2851-SRST/K9	FTX1002C06L	15-Sep-14	14-Sep-15	1	\$ 857	\$ 857	
CISCO3825-SRST/K9	FTX1002C0X6	15-Sep-14	14-Sep-15	1	\$ 1,894	\$ 1,894	
WS-C3560-24PS-S	CAT0950R2TE	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0951R3GU	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0951R3Z7	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0951R3ZU	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0951R3ZY	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0951R402	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0951R408	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0951R40B	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	FDO1237X3LG	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	FDO1327X03X	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560V2-24PS-S	FDO1513X1K5	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560V2-24PS-S	FDO1513X1MW	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	



City of Bloomington

Part Number	Serial Number	Begin Date	End Date	Qty	Unit	Ext. Price	Special Notes
WS-C3560V2-48PS-S	FDO1512X09F	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560V2-48PS-S	FDO1512X0BV	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
AIR-WLC4402-25-K9	FLS1008H04F	15-Sep-14	14-Sep-15	1	\$ 1,830	\$ 1,830	
AIR-WLC4402-25-K9	FLS1008H05D	15-Sep-14	14-Sep-15	1	\$ 1,830	\$ 1,830	
AIR-WLC4402-25-K9	FOC1231F0JR	15-Sep-14	14-Sep-15	1	\$ 1,830	\$ 1,830	
WS-C3560-24PS-S	CAT0849N1MF	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0946R4AK	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0946R4AN	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT0947R5NE	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT1010R0ZA	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT1011R1B1	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT1013R0G6	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT1029ZGHA	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT1030RJH	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	CAT1107NG8U	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	FDO1146Y33N	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-24PS-S	FDO1146Z73C	15-Sep-14	14-Sep-15	1	\$ 194	\$ 194	
WS-C3560-48PS-S	CAT0826N1NG	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0826Y1XM	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0946N1ZE	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0946R1EB	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0946R1R5	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0946R1SR	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0946R1T7	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0946R1T8	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	CAT0946R1TE	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	FDO1234X2EZ	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48PS-S	FDO1245Y32K	15-Sep-14	14-Sep-15	1	\$ 332	\$ 332	
WS-C3560-48TS-S	FDO1213Z0YY	15-Sep-14	14-Sep-15	1	\$ 255	\$ 332	
WS-C3560G-24PS-S	FOC1403Y467	15-Sep-14	14-Sep-15	1	\$ 317	\$ 317	
WS-C3560G-24TS-S	FOC1110Y5RK	15-Sep-14	14-Sep-15	1	\$ 317	\$ 317	
WS-C3750-48PS-S	CAT0939R44M	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT0947R1HX	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT0947R1TV	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT0947R1TZ	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT0947R1V1	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT0947R1VL	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT0947R1VY	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT0947R1W1	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750-48PS-S	CAT1115ZHPM	15-Sep-14	14-Sep-15	1	\$ 434	\$ 434	
WS-C3750G-24TS-S	CAT0823X2K6	15-Sep-14	14-Sep-15	1	\$ 422	\$ 422	
WS-C3750G-48PS-S	FOC0944Y1A6	15-Sep-14	14-Sep-15	1	\$ 873	\$ 873	
WS-C3750G-48TS-S	FOC1508Z0RV	15-Sep-14	14-Sep-15	1	\$ 786	\$ 786	
Sentinel HANS™, ISV1 L1+L2 24x7 (no HW)							
VMW-UC-STD-K9-1A		15-Sep-14	14-Sep-15	2	\$ 572	\$ 1,144	
Sentinel HANS™, SAU software support							
AIR-WCS-LL-1.0-K9		15-Sep-14	14-Sep-15	1	\$ 816	\$ 816	
Sentinel HANS™, PSS Software support							
ER-USR-LIC-10-NEW		15-Sep-14	14-Sep-15	50	\$ 21	\$ 1,050	
L-CCX-85-E-25SL=		15-Sep-14	14-Sep-15	2	\$ 2,754	\$ 5,508	
LIC-CUCM-USR-A		15-Sep-14	14-Sep-15	500	\$ 9	\$ 4,500	
L-UNITYCN8-USR		15-Sep-14	14-Sep-15	450	\$ 6	\$ 2,700	
CCX-80-A-EHA-LIC		15-Sep-14	14-Sep-15	1	\$ -	\$ -	
CUE-MIG-AC		15-Sep-14	14-Sep-15	5	\$ 302	\$ 1,510	

Note: Cisco no longer supports



City of Bloomington

Part Number	Serial Number	Begin Date	End Date	Qty	Unit	Ext. Price	Special Notes
Cisco direct, UCSS Software Subscriptions							
ER-USR-LIC-10-NEW		15-Sep-14	14-Sep-15	50	\$ 14	\$ 700	
L-CCX-85-E-25SL=		15-Sep-14	14-Sep-15	2	\$ 1,648	\$ 3,296	
LIC-CUCM-USR-A		15-Sep-14	14-Sep-15	500	\$ 12	\$ 6,000	
L-UNITYCN8-USR		15-Sep-14	14-Sep-15	450	\$ 7	\$ 3,150	
CCX-80-A-EHA-LIC		15-Sep-14	14-Sep-15	1	\$ -	\$ -	
CUE-MIG-AC		15-Sep-14	14-Sep-15	5	\$ 195	\$ 975	
Total						93,308	

Terms: Net 30 days.

This quote is valid for 30 days from 09 / 02 / 2014.

CUSTOMER:
City of Bloomington

CONTRACTOR:
Sentinel Technologies, Inc.

Signature_____

Signature:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

P.O. #:_____



FOR COUNCIL: September 8, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on September 13, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Daniel Lear and Christina Raymer to allow moderate consumption of alcohol at their September 13, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner and Tracey Covert, City Clerk; and Donald and Suzanne Raymer, bride's parents and requestor's representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Suzanne Raymer, mother of bride, addressed the Commission. The wedding ceremony and reception would commence at 4:00 p.m. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on September 13, 2014. She anticipated 130 guests. Famous Dave's located at 1603 B Morrissey, would provide the food and beverage services. She noted that liquor service would be limited to beer and wine only. Liquor service will end at 11:00 p.m. Quiet hours at Davis Lodge commence at 10:00 p.m.

Commissioner Renner stated that the request of Daniel Lear and Christina Raymer to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their September 13, 2014 wedding reception be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 28 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: **That the Ordinance be 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			

ORDINANCE NO. 2014 -

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

WHEREAS, Daniel Lear and Christina Raymer are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 3:00 p.m. to 11:00 p.m. on September 13, 2014; and

WHEREAS, Daniel Lear and Christina Raymer have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on September 13, 2014 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 8th day of September 2014.

APPROVED this ____ day of September 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: September 8, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 23, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Lucas Deal and Barbara Earnest to allow moderate consumption of alcohol at their May 23, 2015, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Jean Deal, mother of the groom and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Jean Deal, mother of the groom, addressed the Commission. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on May 23, 2015. It would start around 5:00 p.m. and end at 10:00 p.m. She anticipated 135 guests. Hickory River Smokehouse, located at 5101 W. Holiday Dr., Peoria would provide the food service. Work continued on a City licensed caterer, (alcoholic beverages). She noted that liquor service would be limited to beer and wine only. Quiet hours at Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Lucas Deal and Barbara Earnest to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their May 23, 2015 wedding reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 12, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: **That the Ordinance be 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			

ORDINANCE NO. 2014 -

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

WHEREAS, Lucas Deal and Barbara Earnest are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 11:00 p.m., May 23, 2015; and

WHEREAS, Lucas Deal and Barbara Earnest have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on May 23, 2015 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 8th day of September, 2014.

APPROVED this ___ day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: September 8, 2014

SUBJECT: Application of Setinthebar, Inc., d/b/a Jazz Upfront, located at 105 W. Front St., requesting a TAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That an TAS liquor license for Setinthebar, Inc., d/b/a Jazz Upfront, located at 105 W. Front St., be created, contingent upon compliance with all applicable health and safety codes

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Setinthebar, Inc., d/b/a Jazz Upfront, located at 105 W. Front St., requesting a TAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and James Gaston, owner/operator and James Bass, attorney, Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. James Bass, Applicant's attorney, addressed the Commission. James Gaston, his client, was seeking a liquor license at the Downtown tavern currently known as Eleven.

Commissioner Renner noted that this request would not result in a net increase to the number of Downtown taverns. If approved, a liquor license would have to be created. He noted Mr. Gaston's past application to establish a jazz café. There were concerns regarding the proposed location, (400 block of N. Main St.).

James Bass, Applicant's attorney noted that this application represented an opportunity for Mr. Gaston to apply for a liquor license at a different address, (i.e. on W. Front St.). He believed that a jazz club would be a nice addition to the Downtown. A jazz club was a good idea.

Commissioner Renner that Jazz Upfront would benefit from it location, (i.e. near the Rt. 66 corridor). He addressed BASSET, (Beverage Alcohol Sellers and Servers Education and Training), training.

Mr. Gaston responded affirmatively. He planned to retain Eleven's staff. Some of these individuals were BASSET certified. He planned to require all staff to be BASSET certified.

Commissioner Tompkins spoke in support of this application. He noted Mr. Gaston's experience in the entertainment industry. He expressed his support of this application.

Commissioner Renner informed the Commission that he had spoken with Council members. The location should not be an issue.

Commissioner Jordan questioned if there would be live entertainment. Mr. Gaston responded affirmatively. He planned to host live entertainment on Friday and Saturday nights. In addition, live entertainment might be offered on either Wednesday and/or Thursday nights.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that a TAS liquor license for Setinthebar, Inc., d/b/a Jazz Upfront, located at 105 W. Front St., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on August 5, 2014 in accordance with City Code. In accordance with City Code, approximately seventy-nine (79) courtesy copies of the Public Notice were mailed on August 5, 2014. In addition, the Agenda for the August 12, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for an TAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an TAS liquor license for Setinthebar, Inc., d/b/a Jazz Upfront, located at 105 W. Front St., 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			

Chapter 6: Section 4B: Creation of New License - Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;

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

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

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

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

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

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;

(7) The financial responsibility of the applicant;

(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)

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

(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;

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

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

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

(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: September 8, 2014

SUBJECT: Application of Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license

RECOMMENDATION/MOTION: That an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Stacy and Leslie Smith, owner/operators and Applicant's representatives. The Liquor Commission met on June 10, 2014 at 4:00 p.m. in the Council Chambers.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative addressed the Commission. Leslie Smith, owner/operator and Applicant's representative, addressed the Commission. He informed the Commission that the Lincoln Springs Center was located in the former OTB (Off Track Betting) facility. The Center obtained occupancy in February 2014. It was a room rental facility. The Center was a family business. Stacy Smith, his daughter, showed the space which was rented for parties. The plan was to obtain a liquor license.

Mayor Renner addressed the "E", Entertainment, liquor license. He noted the percentage of alcohol sales allowed, (forty percent/40%), under this liquor license classification. Mr. Smith responded affirmatively.

Commissioner Tompkins addressed the Emergency Contact sheet. He noted that only one (1) person had been listed. He also questioned the number of employees at the Center. Mr. Smith restated that the Center was family owned and operated. The goal was to eventually hire five (5) bartenders. The Center was showed by appointment.

Commissioner Tompkins noted that the Applicant believed that there would be 1,000 individuals visiting the Center per month. The Center would be operating a bar. He expressed his concern

regarding self-service. He also questioned BASSET (Beverage Alcohol Servers and Sellers Education & Training), certification.

Mr. Smith informed the Commission that the business plan included hiring a full time manager. There would be security staff on duty for larger events, such as weddings. The Center would not provide food and/or entertainment. The bar would be properly staffed.

Commissioner Tompkins questioned if alcohol would be stored on premise. Mr. Smith responded affirmatively. It would be kept in locked cabinets.

Stacy Smith, owner/operator and Applicant's representative, addressed the Commission. She stated that there would be a security system.

Commissioner Jordan noted the Smith's intention to lease the facility. There needed to be a responsible manager. The Center planned to host parties and would be responsible for security. Mr. Smith restated that for larger events with liquor service appropriate security measures would be applied.

Commissioner Jordan questioned an event with a hundred (100) attendees and event hours. Mr. Smith cited wedding receptions which could be held from 3:00 p.m. until 11:00 p.m. and/or high school reunions which could be held from 7:00 p.m. until 1:30 a.m. The times and number of guests would vary by event.

Commissioner Jordan cited a mixed age group event and how the Applicant planned to manage the bar service. Mr. Smith stated that the bartender would check the individual's identification. In addition, there would be a manager and security staff. Any concerns would be addressed.

Commissioner Jordan questioned a large mixed age group event and how the Applicant planned to distinguish individuals over the age of twenty-one (21). Mr. Smith cited the manager and bar staff would be responsible for same.

Mayor Renner addressed the role of the licensee.

George Boyle, Asst. Corporation Counsel, addressed the Council. He noted that in the past the Center had retained an out of town caterer. He questioned if the Center had also used in town caterers.

Mr. Smith stated that the Center was available for rentals. There were events with live music and these events offered an entertainment atmosphere. Wrist bands and other security measures would be utilized. The majority of interest shown in the Center was for wedding receptions.

Commissioner Jordan noted that generally a caterer was retained to provide food and beverage service.

Ms. Smith stated that her family was lifelong residents. She cited the investment in the facility. The focus would be on facility rentals. The plan was for the Center to become a high end

facility. Events would be hosted with trained bartenders. Security would be in place to insure safe events.

Mayor Renner readdressed BASSET training and BASSET certified staff.

Commissioner Tompkins addressed the responsibility of a liquor license holder. He cited potential liability and exposure. He questioned the Applicant's business model. He also questioned the Applicants familiarity with state liquor laws and the City's Alcoholic Beverage Code. He also cited his concern regarding adequate staffing.

Mr. Smith noted that the Center would be selective regarding the events hosted. They would meet with potential rentals and question the room's use.

Commissioner Tompkins noted that the Smiths plan to interview potential rentals. He questioned if the Center would host DJ parties. He also questioned the number of guests and the Smiths' plans if there was an overflow crowd.

Mr. Smith noted that rental decisions were discretionary. There would be proper staffing. The Center would increase staff numbers to meet business demands. The Center had assistance in the community, (i.e. current businesses that held restaurant and/or tavern liquor licenses).

Mr. Boyle questioned the cost to rent the facility. Mr. Smith cited \$2,750 for Saturday nights.

Mr. Boyle expressed his concern regarding the required percentage of nonalcohol sales, (i.e. sixty percent/60%). He also cited other separate issues. He noted outstanding code issues and notifications issued by the City's PACE, (Planning and Code Enforcement), Department.

Mr. Smith expressed his belief that all issues would be addressed by the week's end. He noted the Fire Inspector's occupancy. The Center would offer five (5) different seating plans. The rental would select the room arrangement.

Mr. Boyle questioned sprinklers. Mr. Smith responded affirmatively.

Mr. Boyle questioned if the door had been ordered. Mr. Smith responded affirmatively. *It should be noted that final inspection of the premises to verify compliance has not been scheduled as of this date, July 8, 2014.*

Commissioner Tompkins questioned if the Applicant planned to apply for a video gaming permit with the State of Illinois. Mr. Smith responded negatively.

Commissioner Jordan questioned the maximum occupancy. Mr. Smith stated with seating 315.

Commissioner Jordan stated that a DJ dance would be able to host 250 plus people. Mr. Smith responded affirmatively.

Commissioner Tompkins questioned if City staff had any concerns and/or issues with this application. Mr. Boyle noted that the Commission had a number of factors to consider, (Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License – Findings). The Commission made a recommendation to the Council.

Commissioner Tompkins expressed his belief that if the Commission's recommendation was denial then the Application would not be forwarded on to the Council.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 Morrissey Dr., Unit 1, be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

This item was removed from the July 14 and August 11, 2014 Council meeting agenda at the request of Ms. Smith. The Applicant requested that it be placed on the September 8, 2014 Council meeting agenda.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 2, 2014 in accordance with City Code. In accordance with City Code, approximately eleven (11) courtesy copies of the Public Notice were mailed on June 2, 2014. In addition, the Agenda for the June 10, 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: This is a new license. Annual fee for an EAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, 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			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;

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

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

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

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

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

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;

(7) The financial responsibility of the applicant;

(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)

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

(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;

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

- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.
 - (a) The layout and design of the establishment, including such factors as:
 - 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
 - 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;
 - (b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
 - (c) The number of employees at the establishment and their proposed function;
 - (d) Other relevant factors. (Ordinance No. 2013-13)
- (15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)
- (c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: September 8, 2014

SUBJECT: Request for a change of classification by Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., requesting the addition of a P, packaged liquor, which allows the sale of packaged liquor for consumption off the premises seven (7) days a week, to their RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That a change of classification from an RAS to an RAPS liquor license for Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., be approved contingent upon compliance with all health safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request for a change of classification by Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., requesting the addition of a P, packaged liquor, which allows the sale of packaged liquor for consumption off the premises seven (7) days a week, to their RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Julie Davis, attorney and Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request for a change of classification. Julia Davis, Applicant's attorney, addressed the Commission. The Marriott Residence Inn had been approved for an RAS liquor license. There will be a market within the hotel. It would be located near the front of the hotel's lobby. The Residence Inn offered suite rooms. Rooms offered refrigerators and microwaves. Only packaged beer and wine would be offered for sale in the market. She presented the Commission with photographs of sample lobby markets. She described same as small grocery retail stores. Packaged beer and wine would be offered for sale to hotel guests. The suites offered refrigerators. Hotel guests would be able to consume alcohol in their rooms. She restated that the market store was for hotel guests. Sale hours would be in compliance with City Code.

Commissioner Tompkins questioned the system. He hoped that the Residence Inn would not adopt an honor system. Ms. Davis cited the Residence Inn's twenty-four (24) staffing. Hotel guests would make purchases from the store and identification would be checked.

Commissioner Jordan questioned counter service and security. Ms. Davis noted that the market would be adjacent to the front desk. In addition, there would be security cameras.

Commissioner Jordan expressed his concerns regarding staffing, access and underage sales. This market should not be compared to a grocery store. Ms. Davis added that there would be a door.

Commissioner Jordan stated that the area was open to all hotel guests. He cited concerns regarding check out and security. Ms. Davis restated that there would be desk staff.

Commissioner Jordan noted that hotels represented a different venue. There would be hotel guests under the age of twenty-one (21).

Commissioner Renner cited proper staffing.

Commissioner Jordan expressed his concern regarding control. The room needed to be secured and this fact should be addressed.

Commissioner Renner noted that the Commission had communicated its concern regarding security and controlling underage sales.

Ms. Davis noted product placement. The market would be open twenty-four/seven, (24/7). Beer and wine would be secured during nonsale hours.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that a change of classification from an RAS to an RAPS liquor license for Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., be approved contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 12, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of classification. Annual fee for an RAPS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That a change of classification from an RAS to an RAPS liquor license for Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., be approved contingent upon compliance with all health 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			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;

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

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

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

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

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

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;

(7) The financial responsibility of the applicant;

(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)

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

(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;

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

- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.
 - (a) The layout and design of the establishment, including such factors as:
 - 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
 - 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;
 - (b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
 - (c) The number of employees at the establishment and their proposed function;
 - (d) Other relevant factors. (Ordinance No. 2013-13)
- (15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)
- (c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: September 8, 2014

SUBJECT: Application of Highland CVS, LLC, d/b/a CVS Pharmacy #8660, located at 210 N. Center St., currently holding a PAS liquor license which allows the sale of all types of packaged liquor for consumption off the premises seven (7) days a week; to remove condition 2.) No single serve sales permitted before 12 noon

RECOMMENDATION/MOTION: That condition 2.) No single serve sales permitted before 12 noon for Highland Park CVS, LLC d/b/a CVS Pharmacy #8660, located at 210 N. Center St., be removed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the removal of a license condition for Highland CVS, LLC, d/b/a CVS Pharmacy #8660, located at 210 N. Center St., currently holding a PAS liquor license which allows the sale of all types of packaged liquor for consumption off the premises seven (7) days a week; to remove condition 2.) no single serve sales permitted before 12 noon. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted concerns raised regarding the sale of single serve alcoholic beverages.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He had contacted Kevin Frost, CVS's Store Manager. Mr. Frost had informed him in July 2014 that the store had stopped stocking and selling half pints and pints of spirits at the end of June 2014. Mr. Frost reached out to the CVS's corporate officials regarding complaints/concerns raised by the City. CVS has voluntarily agreed to cease all sales of single serve alcoholic items upon the depletion of existing stock. It was anticipated that these sales would cease by the end of August 2014. Mr. Boyle added that the City had defined a single serve beer as any amount lower than forty ounces, (40 oz.). CVS has been a good Downtown corporate citizen.

It was noted that the City Clerk's Office provides a listing of liquor license conditions to the license holder annually. The conditions list should be posted.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that condition 2.) no single serve sales permitted before 12 noon for Highland Park CVS, LLC d/b/a CVS Pharmacy #8660, located at 210 N. Center St., be removed.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 12, 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: Request is for removal of a license condition. Annual fee for a PAS liquor license is \$1,410.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That condition 2.) No single serve sales permitted before 12 noon for Highland Park CVS, LLC d/b/a CVS Pharmacy #8660, located at 210 N. Center St., be removed.

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: September 8, 2014

SUBJECT: Contract for Motor Fuel Tax (MFT) Project Administration and Engineering Services, Clark Dietz Inc.

RECOMMENDATION/MOTION: That the MFT Resolution be adopted.

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

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

BACKGROUND: On July 28, 2014, the Bloomington City Council unanimously approved a contract for \$53,275 for engineering and administrative services with Clark Dietz Inc. to “close out” Motor Fuel Tax projects. The road/traffic work on these projects is finished but volumes of documentation work remains to meet state requirements for Motor Fuel Tax funding. The Public Works Department cannot complete this administrative work in-house because of limited staffing.

The matter comes back to the Council because of an administrative oversight. A Motor Fuel Tax Resolution is required to allocate MFT funds for the Clark Dietz contract. The resolution should have been included with the July 28, 2014, materials.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This was not included in the FY 2015 Adopted Budget however, sufficient FY 2015 budgeted funds remain in the MFT - Engineering Services (20300300 - 70050) line item account to cover the cost. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 11.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. IDOT MFT Resolution

Motion: That the MFT Resolution be 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			

**Item 7A. Analysis of Bids and Approval of
Contract for Pepsi Ice Center Parking Structure
Repairs (*15 minutes*)**

This item will be available via an Addendum.



FOR COUNCIL: September 8, 2014

SUBJECT: Application of Wehrenberg, Inc., d/b/a Bloomington Galaxy 14 Cine, located at 1111 Wylie Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That an EAS liquor license for Wehrenberg, Inc., d/b/a Bloomington Galaxy 14 Cine, located at 1111 Wylie Dr., be created, contingent upon compliance with all applicable health and safety codes

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Wehrenberg, Inc., d/b/a Bloomington Galaxy 14 Cine, located at 1111 Wylie Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Bill Menke, Wehrenberg's Executive Vice President and Chief Operating Officer and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative address this request. Bill Menke, Wehrenberg's Executive Vice President and Chief Operating Officer, addressed the Commission. Mr. Menke introduced John Mitchell, General Counsel and Jeff Brand, Chief Financial Officer.

Commissioner Renner noted that GKC Theatres, Inc., d/b/a Carmike, located at 415 Detroit Dr., had recently been approved for a liquor license. He cited Carmike's business model which was different from Wehrenberg. Wehrenberg planned to change four (4) of the theaters to twenty-one (21) or older to enter. In addition, the seating in each theater would be reduced. He added his belief that Wehrenberg's staff had reached out to Alderman Scott Black.

Mr. Menke informed the Commission that he had prepared a PowerPoint presentation for the hearing. He presented information regarding Wehrenberg. He addressed the company's history. Current operations included liquor service in a number of their facilities. Four (4) theaters would be changed to their Five Star brand. Alcoholic beverages would be served in these theaters.

Five Star lounges were upscale. Access to same was controlled. Patrons must be twenty-one (21) or older to enter. Identification would be scanned. He noted the seating configuration: eight

foot (8') row spacing with twenty-eight inch, (28") risers. Five Star lounges offered wireless call service for food and beverages. Seats would be reserved. There would be a full menu, (food and beverages). The theaters would also provide potential meeting space. There would be wait staff, food would be plated and cocktails would be served in glassware.

He restated that four (4) theaters would be converted. Five Star theaters offered kiosk. Individuals must provide proof that they were twenty-one (21) years or older. A portion of the lobby would be converted to serve the Five Star lounges exclusively. Each theater would offer between forty-one to fifty-four (41 – 54) seats. There would not be a lobby bar. Seating was compared between the existing and Five Star. He stressed that the number of seats would be reduced.

Mr. Menke addressed the menu, (food and beverages). Dine in your seat service would be offered. Wait staff would be dressed in black. If patrons ordered popcorn and soft drinks from Five Star staff, there would be free refills during the movie. The Commission was presented with a sample menu for review. The menu included a built in light.

Galaxy would offer lobby concessions for the other ten (10) remaining theaters. These would be family friendly theaters with no alcohol service.

Mr. Menke readdressed operational controls. Identification would be checked. Patrons must be twenty-one (21) or older to enter a Five Star theater. He addressed over imbibing, one drink per person, per order. TIPS, (Techniques for Intervention Procedures by Servers of Alcohol), training was required. He also addressed guest safety. Wehrenberg hired off duty City Police Patrol Officers. Wehrenberg had been serving alcohol in its theaters since 1997. There had been no incidents in other Wehrenberg Theaters that served alcohol. He noted that Wehrenberg had two (2) locations which hosted Five Star lobby bars.

Commissioner Renner questioned if Wehrenberg had any interest in a lobby bar. Mr. Menke responded negatively. These lobby bars were part of Wehrenberg's current operations. The model for the City included only twenty-one (21) or older, a defined service area, and alcoholic beverages delivered to the seat.

Mr. Menke cited benefits to the City. Galaxy would offer four (4) Five Star dine-in theaters and ten (10) family friendly theaters. He cited tax revenue. He addressed employment. There would be short term construction jobs. He anticipated hiring forty to fifty (40 – 50) part time staff. He noted Wehrenberg's investment in the facility. The construction time line was ninety (90) days. The plan called for a 2015 opening. Work would commence after final approval. Wehrenberg believed that there would be increased box office and food & beverage revenues. Alcohol sales have averaged 1.11 drinks per person per show. Alcohol sales were ten percent (10%) of total food and beverage sales.

Commissioner Tompkins noted that Wehrenberg's application had been prepared well. Mr. Menke had addressed all issues. Patrons would be segregated by age. There would be controlled access to alcohol.

Commissioner Jordan noted that security had been addressed by hiring off duty City Police Patrol Officers on weekends, holidays and big picture releases. Mr. Menke cited Wehrenberg's practice of being prepared. The Galaxy has worked with the City since its opening.

Commissioner Jordan cited the one (1) drink limit per order. He questioned if patrons needed to order food with a beverage order. Mr. Menke noted that a food order was not required. He cited the mandatory TIPS training. He restated that 1.11 drink average. Wehrenberg was experienced in handling liquor sales. Theater staff was guarded.

Commissioner Jordan noted Wehrenberg's well thought out plan. He hoped that there would be no problems at the facility.

Commissioner Tompkins noted that Amanda Hill was the Galaxy's General Manager.

Commissioner Renner stated that Wehrenberg's presentation was well done. He planned to speak with the various Council members. He would like to see Wehrenberg's investment in the community. This change would create jobs. Five Star theaters would be unique for the City and in Central IL. This was an economic development opportunity.

Mr. Menke addressed the playing field for movie theaters. Movie theaters were competing for expendable income. Wehrenberg was attempting to address guest convenience. Five Star theaters offered a child free zone.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the City Council that an EAS liquor license for Wehrenberg, Inc., d/b/a Bloomington Galaxy 14 Cine, located at 1111 Wylie Dr., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on August 4, 2014 in accordance with City Code. In accordance with City Code, approximately five (5) courtesy copies of the Public Notice were mailed on August 4, 2014. In addition, the Agenda for the August 12, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for an EAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an EAS liquor license for Wehrenberg, Inc., d/b/a Bloomington Galaxy 14 Cine, located at 1111 Wylie Dr., be created contingent upon compliance with all health 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			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;

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

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

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

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

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

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;

(7) The financial responsibility of the applicant;

(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)

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

(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;

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

- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.
 - (a) The layout and design of the establishment, including such factors as:
 - 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
 - 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;
 - (b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
 - (c) The number of employees at the establishment and their proposed function;
 - (d) Other relevant factors. (Ordinance No. 2013-13)
- (15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)
- (c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



WEHRENBERG THEATRES

Missouri, Illinois, Iowa, Minnesota

Agenda

- About Wehrenberg Theatres
- Proposal – Convert four auditoriums at the Bloomington Galaxy 14 Cine to Five Star Lounge auditoriums
 - Changes to the facility
 - Changes to food/beverage offerings
- Impact of changes:
 - Operational controls
 - Benefits to the City of Bloomington
- Wrap up

Wehrenberg Theatres

- Established in 1906 – It is the oldest family-owned theatre chain in the country. Ronald P. Krueger, CEO, is the grandson of founder Fred Wehrenberg.
- Currently operating 218 screens at 16 locations in four states (Missouri, Illinois, Iowa and Minnesota).
- Twelve of our locations have full liquor licenses with some operations serving beer and wine since 1997.
- Three of our locations currently operate a combined seven Five Star Lounges and two in-lobby bars.



Wehrenberg Locations with Five Star Lounges



St. Charles Stadium 18 Cine



Des Peres 14 Cine



Chesterfield Galaxy 14 Cine

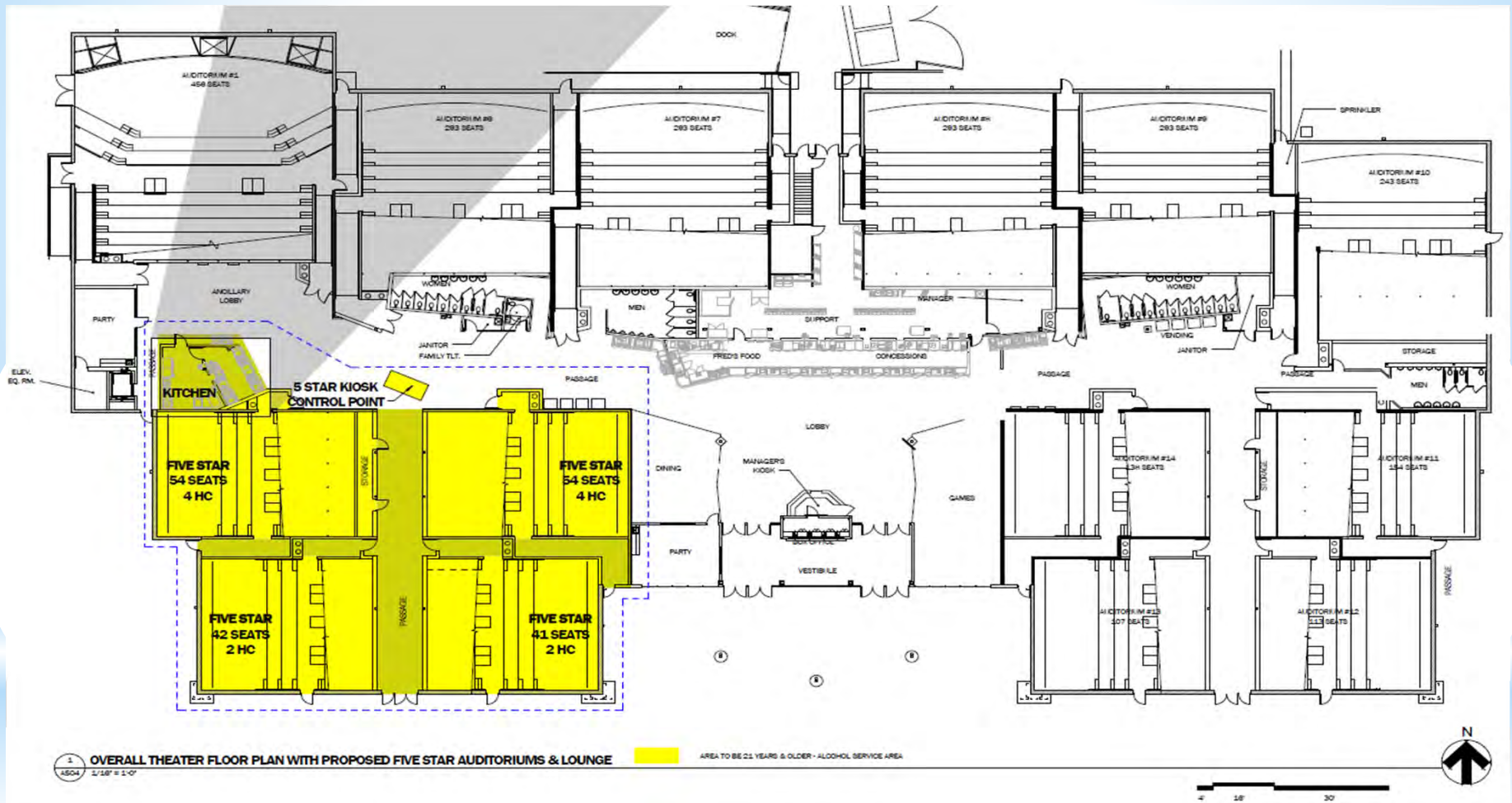
What are Five Star Lounges?

- Upscale auditoriums with controlled access for service of adult beverages (Guests must be 21-or-older to be admitted.)
- Lounger seats with electronically-controlled seat heaters and footrests
- Eight-foot row spacing (widest in the industry) with 28-inch risers for an unobstructed view of the screen
- Wireless call buttons for in-seat food and beverage service
- Enhanced food/beverage menu (beyond “basic” theatre offerings)
- Potential meeting areas for business meetings/presentations

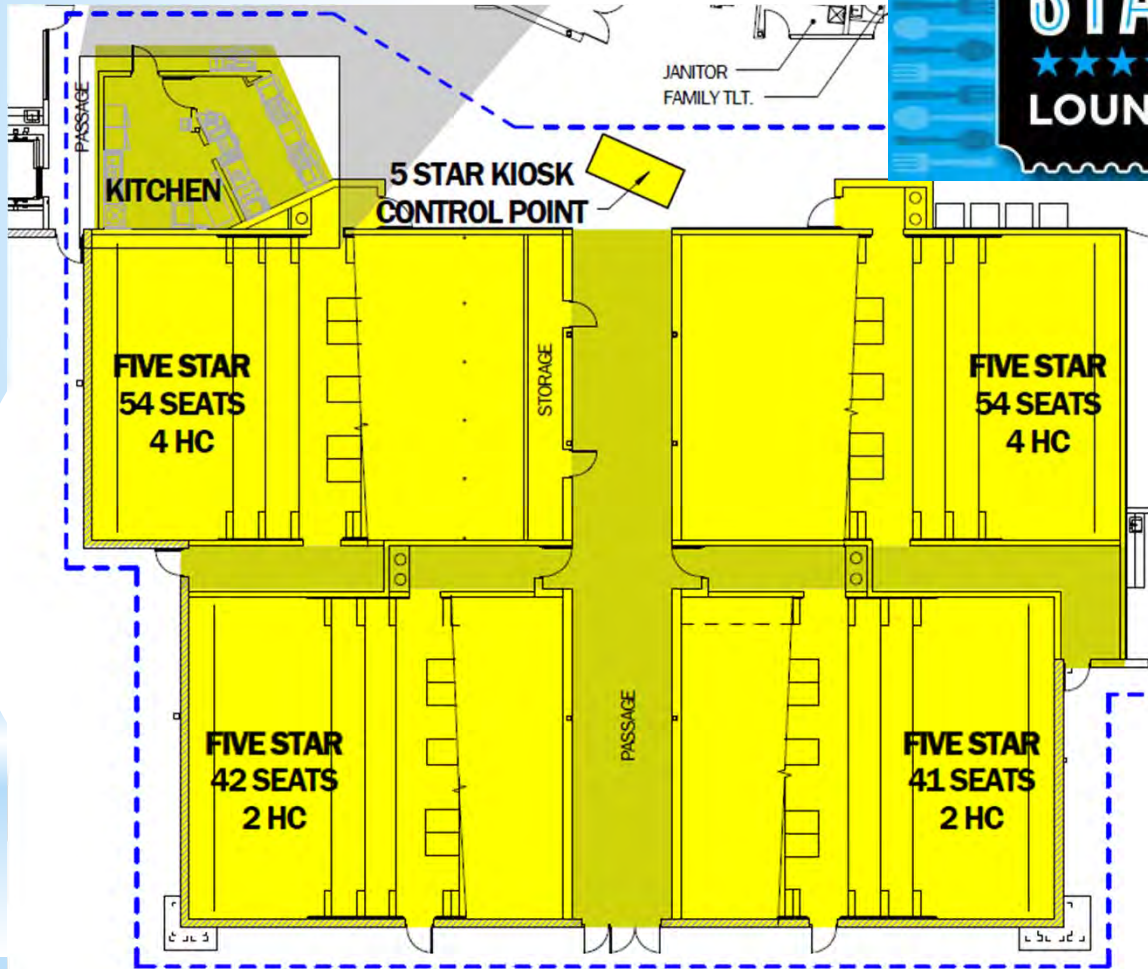
Changes to the Facility

- Four auditoriums, at the front and left as you enter, will be re-purposed as Five Star Lounges.
- A Five Star Kiosk will limit access to the Five Star Lounges to guests ages 21-and-above.
- A portion of the ancillary lobby will be converted to a kitchen/service area to serve the Five Star Lounges.
- Preliminary floor plans and photos/drawings of the proposal follow.

Proposed Five Star Lounge Area



Proposed Five Star Lounges



**JOIN US FOR OUR NEWEST
ELEGANT MOVIE & DINING EXPERIENCE
AT**

FIVE STAR ★ ★ ★ ★ ★ LOUNGE

CALAXY 14 CINE

- ★ Plush, heated, leather recliners
- ★ Tableside service from an on-call wait staff
- ★ Full food & cocktail menus
- ★ Reserved seating
- ★ Adults (21 & over) only
- ★ Featuring blockbusters, 3D & independent films

Five Star Lounge Seating



Existing Bloomington auditorium



New St. Charles auditorium

Five Star Lounge Seating



Existing Bloomington auditorium



New Des Peres auditorium

Five Star Lounge Seating



New Chesterfield auditorium



New Des Peres auditorium

Food and Beverage Menu Offerings

- Expanded menu to offer:

Appetizers

Salads

Sandwiches

Baskets

Nachos

Pizza

Desserts

- Expanded drink selection to include:

Soft Drinks

Beer

Adult Milk Shakes

Spirits

Wine

- Wait Staff to provide “dine-in-your-seat” service:
 - Staff summoned via call button in tray top.
 - Menu and hot towel provided upon initial seating.

**JOIN US FOR OUR NEWEST
ELEGANT MOVIE & DINING EXPERIENCE
AT**

FIVE STAR LOUNGE

- ★ Plush, heated, leather recliners
- ★ Tableside service from an on-call wait staff
- ★ Full food & cocktail menus
- ★ Reserved seating
- ★ Adults (21 & over) only
- ★ Featuring blockbusters, 3D & independent films



13

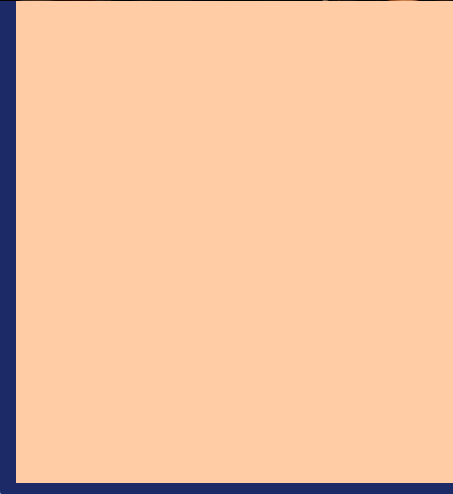
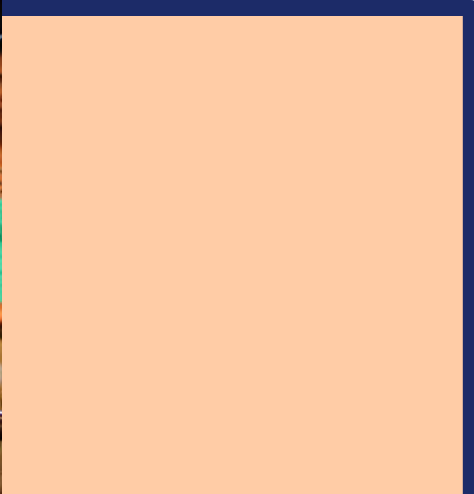


8/12/2014

**FIVE
STAR
★ ★ ★ ★ ★
LOUNGE**



**FIVE
STAR
★ ★ ★ ★ ★
LOUNGE**



Five Star Lounge Menu



Appetizers

- Refillable Popcorn**.....\$8.00
Just the right size and unlimited refills
- Veggie Tray with Hummus**.....\$8.50
Toasted flatbread, carrots, celery, red/green peppers
- Bavarian Pretzel or Pretzel Nuggets**.....\$8.50
Plain, salted, or cinnamon & sugar with nacho cheese
- Beer & Pretzel Cheese Bites**.....\$8.50
Dark ale mustard dipping sauce
- Toasted Ravioli**.....\$8.50
A St. Louis favorite served with marinara sauce
- Portabella Mushrooms**.....\$8.50
Lightly-breaded, sliced mushrooms with ranch
- Artichoke & Spinach Rangoon**.....\$8.50
A crispy rangoon with sweet and sour sauce
- Loaded Potato Skins**.....\$8.50
Topped with cheddar jack, bacon crumbles, sour cream
- Deep Fried Green Beans**.....\$8.50
With wasabi ranch or sriracha ranch sauce
- Mahi Mahi Fingers**.....\$8.50
*Finger-size, breaded mahi mahi filets perfect for dipping
Wasabi ranch, sriracha ranch, chipotle ranch sauce*
- Flatbread Specialty Pizzetes**.....\$8.50
*Margherita- pesto, diced tomatoes, mozzarella cheese
Sicilian- pepperoni, sausage, bacon, mozzarella cheese
Veggie- alfredo sauce, sliced peppers, onion, mushroom
Chipotle chicken, bacon & ranch - that says it all*
- Build Your Own Quesadilla**.....\$9.00
*Choice of chicken, steak, shrimp, or lobster
Served with sour cream & salsa for dipping
Toppings include bacon, onions, peppers, tomatoes, mushrooms, black olives*
- Five Star Sampler**.....\$10.50
Chicken tenders, onion rings, pretzel cheese bites, fried green beans, mahi mahi fingers
- Toasted Ravioli Sampler**.....\$10.50
A selection of caprese mezza luna with basil, jalapeno cream cheese, traditional meat, breaded four-cheese, spinach & cheese

Salads

- | | | |
|--|---------------|---------------|
| | <i>Side</i> | <i>Full</i> |
| House Salad | \$3.00 | \$7.00 |
| <i>Mix of crisp greens, jack cheese, bacon crumbles, onion, tomatoes, and choice of dressings</i> | | |
| | <i>Side</i> | <i>Full</i> |
| Caesar Salad | \$4.00 | \$8.00 |
| <i>Romaine lettuce, shredded parmesan, croutons
Add grilled chicken breast for only \$1.00</i> | | |

Sandwiches and Wraps

includes fries or a side salad

- 1/2 LB Bacon Cheeseburger**.....\$10.00
American, Swiss, pepper jack, provolone
- Veggie Burger**.....\$10.00
Spicy black bean patty with lettuce and tomato
- Mushroom & Swiss Burger**.....\$10.00
1/2 lb patty topped with mushrooms and Swiss cheese
- Western Bacon Cheeseburger**.....\$10.00
BBQ sauce, bacon, onion ring, choice of cheese
- 3 Cheeseburger Silders**.....\$10.00
Choice of American, pepper jack, provolone, or Swiss
- The Philly**.....\$10.00
Grilled steak, onions, peppers, provolone cheese
- Grilled Chicken**.....\$9.00
Grilled breast filet, with lettuce and tomato
- Crispy Pork Tenderloin**.....\$9.00
Golden-breaded pork loin with lettuce and tomato
- Chicken Wrap**.....\$9.00
Crispy or grilled, ranch, buffalo, or Caesar dressing
- Broiled Salmon Wrap**.....\$9.00
With pesto ranch aioli, lettuce, tomato
- Grilled Cheese with Vodka Marinara**.....\$8.50
Garlic bread, Swiss and provolone with vodka marinara

Baskets

includes fries

- Chicken Strips**.....\$9.50
Deep-fried chicken tenders with dipping sauce
- Wings**.....\$9.50
Choice of buffalo, Asian zing, or BBQ sauce
- Butterfly Shrimp**.....\$9.50
Golden-fried butterfly shrimp with cocktail sauce
- Coconut Shrimp**.....\$9.50
Golden-fried coconut shrimp with cocktail sauce
- Fish 'N Chips**.....\$9.50
*Beer-battered Icelandic cod with fries, tartar sauce
Add 2 butterfly shrimp for only \$1.50*

Specialty Nachos

- Nacho Grande**.....\$9.50
*Fresh chips, taco meat, nacho cheese, salsa, jalapenos
Substitute sliced chicken breast \$1.00*
- Lobster Nachos**.....\$10.00
Sauteed lobster, bacon, onion, jack & nacho cheese
- BBQ Chicken Nachos**.....\$9.50
Fresh chips, BBQ chicken, nacho cheese, jalapenos
- Buffalo Chicken Nachos**.....\$9.50
Fresh chips, buffalo, chicken, nacho cheese, jalapenos

Five Star Lounge Menu

Pizza

Available Toppings: Pepperoni, sausage, cheese, onion, mushrooms, black olives, tomato, bacon, jalapenos, green peppers

Large 16" Pizza	\$16.00
<i>Your choice of any of the above toppings</i>	
Pizza By The Slice	\$4.25
BBQ Chicken Pizza	\$16.50
<i>Covered in rich BBQ sauce, pulled chicken, cheese</i>	
Buffalo Chicken Pizza	\$16.50
<i>Buffalo and ranch sauce, pulled chicken, cheese</i>	
Lobster Carbonara Pizza	\$16.50
<i>Alfredo sauce, lobster, bacon, diced onions covered in mozzarella cheese and diced tomatoes</i>	

Desserts

Ice Cream bowl	\$6.00
<i>Ask servers for hand dipped and soft-serve selections</i>	
<i>Add 3 double chocolate brownies \$1.00</i>	
Milk Shakes	\$6.75
<i>Ask server for selections and about our adult milk shakes</i>	
Concretes	\$6.75
<i>Reese's Peanut Butter Cups, M&M's, Cookie Crumbles, Snickers</i>	
Root Beer Floats	\$6.75
<i>Vanilla ice cream in our Mug Root Beer</i>	
Double Chocolate Deep-Fried Brownies	\$5.00
<i>Deep-fried and double chocolate bite-size brownies</i>	
Funnel Cake	\$5.00
<i>Add a scoop of ice cream for only \$1.00</i>	

Drinks

Soft Drinks

Refillable Soda	\$5.75
<i>Pepsi, Diet Pepsi, Mt Dew, Diet Mt Dew, Sierra Mist, Mug Root Beer, Dr Pepper, Lemonade Sweetened/Unsweetened Lipton Tea, Sobe Water</i>	
Aquafina Water 20 oz	\$4.50
Aquafina Water 1 Liter	\$4.75
Coffee / Tea / Hot Chocolate	\$3.75

Beer

16 oz Draft Beer	\$5.50
<i>Ask server for selection</i>	
16 oz Bottled Beer	\$6.75
<i>Ask server for selection</i>	

Adult Milk Shakes

A Collision of Your Favorite Spirit & Favorite Ice Cream

Rum Chata Shake	\$9.00
<i>Vanilla or Chocolate + Rum Chata Cinnamon Liqueur</i>	
Blueberry Blast	\$9.00
<i>Vanilla shake + Blueberry Schnapps</i>	
Cinnamon Twist	\$9.00
<i>Vanilla Shake + Rum Chata and Fireball Whisky</i>	
Kahlua and Cream	\$9.00
<i>Chocolate or Mocha Shake + Kahlua and Bailey's</i>	
Mint Plus	\$9.00
<i>Cool Mint shake + Bailey's Mint and Cookie Crumbles</i>	
It's Your Birthday	\$9.00
<i>Strawberry Cheesecake Shake + Cake Vodka, Rum Chata</i>	
Tropical Twist	\$9.00
<i>Strawberry Banana Shake + Malibu Rum & Midori</i>	

Spirits

Premium as a Shot or with a Mix	\$9.50
<i>Ask server for selection</i>	
Standard as a Shot or with a Mix	\$7.50
<i>Ask server for selection</i>	

Wine

Whites

Houge Riesling.....	\$7.25 Glass/\$25 Bottle
BV Coastal Riesling.....	\$7.25 Glass/\$25 Bottle
Ruffino Lumina Pinot Grigio.....	\$7.25 Glass/\$25 Bottle
Rose N Blum Pinot Grigio.....	\$7.25 Glass/\$25 Bottle
Nobilo Sauvignon Blanc.....	\$7.25 Glass/\$30 Bottle
Estancia Sauvignon Blanc.....	\$7.25 Glass/\$30 Bottle
Kendall Jackson Chardonnay.....	\$7.25 Glass/\$25 Bottle
La Crema Chardonnay Monterey.....	\$7.25 Glass/\$30 Bottle
Sterling Vintner's Chardonnay.....	\$7.25 Glass/\$25 Bottle
Seven Daughters Moscato.....	\$7.25 Glass/\$25 Bottle
BV Coastal Moscato.....	\$7.25 Glass/\$25 Bottle
Kenwood White Zinfandel Yulupa.....	\$7.25 Glass/\$20 Bottle
Ruffino Prosecco Champagne.....	\$45 Bottle

Reds

Estancia Cabernet Sauvignon.....	\$7.25 Glass/\$25 Bottle
Sterling Vintner's Cabernet.....	\$7.25 Glass/\$25 Bottle
Mark West Pinot Noir.....	\$7.25 Glass/\$30 Bottle
Irony Pinot Noir.....	\$7.25 Glass/\$30 Bottle
Ravenswood Zinfandel Lodi.....	\$7.25 Glass/\$25 Bottle
Smoking Loon Syrah.....	\$7.25 Glass/\$25 Bottle
Blackstone Merlot Special, CA.....	\$7.25 Glass/\$25 Bottle
Great American Wine Red Blend.....	\$7.25 Glass/\$25 Bottle



Existing concessions will continue to be offered for family enjoyment.

Concession stand at Bloomington Galaxy 14 Cine



Operational Controls

- Control against underage drinking:
 - Five Star Lounges are 21-and-over auditoriums – age is checked via electronic ID checking device at the Five Star Lounge kiosk.
- Controls to prevent over-imbibing:
 - Limited to one drink per person, per order.
 - Servers are trained to spot, and cut-off, inebriated guests (TIPS Training for Managers and Employees).
- Control for guest safety:
 - Off-duty police officers will continue to patrol the theatre on weekends and holidays.

Five Star Lounge Kiosk at the Chesterfield 14 Cine

Manager and Guest Service Host on duty



Benefits to the City of Bloomington

- Additional upscale entertainment venue, for adults, creating “one-stop” restaurant and theater experience with 4 Five Star Dine-In auditoriums
- Maintaining 10 family-friendly, alcohol-free auditoriums for all to enjoy
- Incremental, recurring, tax revenue from increased box office and concession revenue
- Employment:
 - Short-term improvement due to investment/construction
 - Addition of permanent, part-time employees (estimated 40-50 new positions)

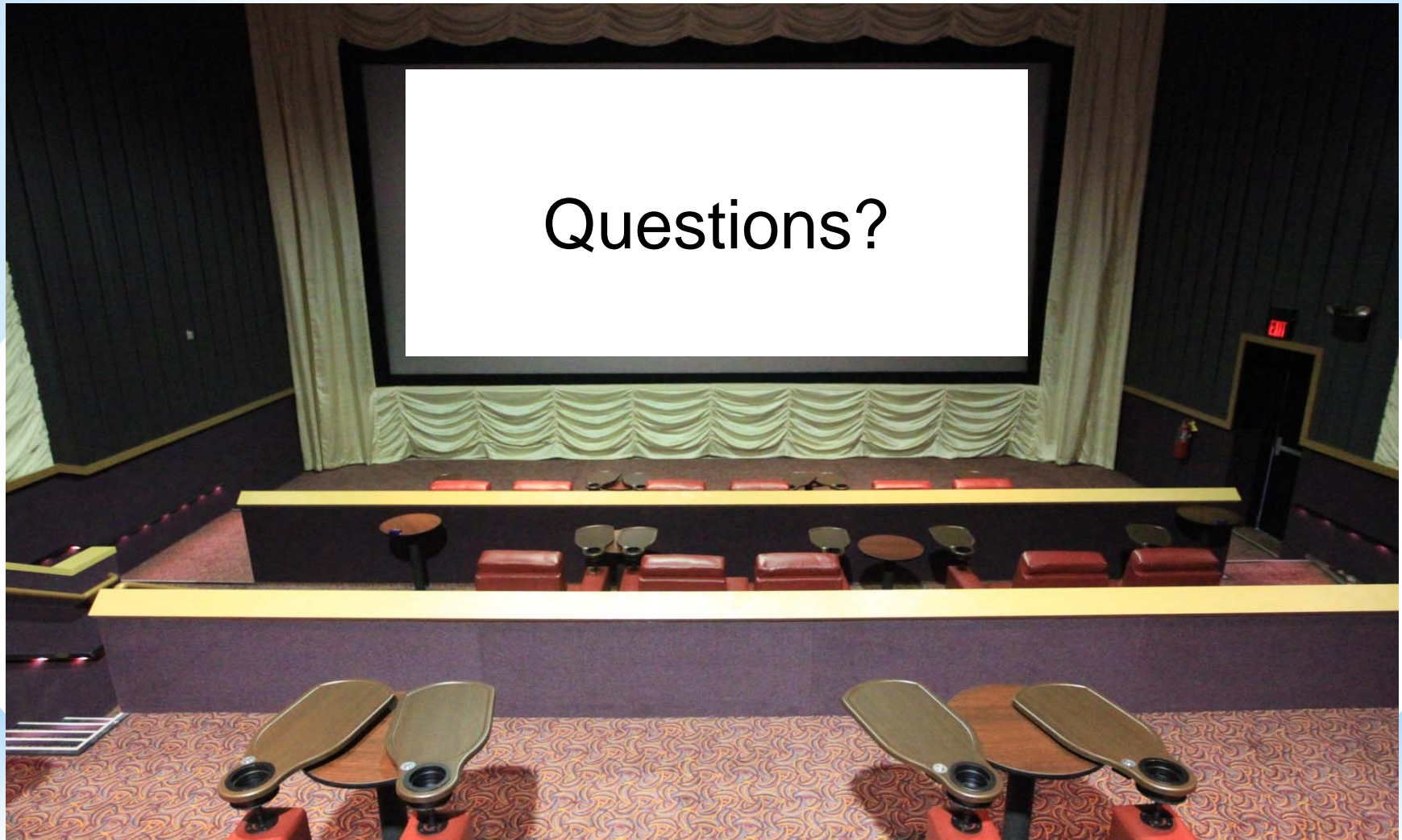
Miscellaneous Project Information

- Construction costs for the renovation are estimated to be \$1,500,000.
- Furniture, fixtures and equipment costs are estimated to be \$750,000.
- Estimated remodel time is 90 days.
- Work to be performed in 2015.

Miscellaneous Information

- Increased box office revenue is estimated to be approximately \$250,000 per year. This is subject to Bloomington's 4% amusement tax.
- Increased food/beverage revenue is estimated to be approximately \$500,000 per year. This is subject to state and local sales tax.
- On average, Five Star guests are having 1.11 beverages per person, per show. Of the total Five Star beverage sales, approximately 63% are alcoholic beverages.
- Alcohol sales are expected to be approximately 10% of total food and beverage sales at the facility.

Bloomington Galaxy 14 Cine – Five Star Lounges



Wehrenberg Theatres Five Star Lounges – Coming soon to the Bloomington Galaxy 14 Cine?





**WEHRENBURG
THEATRES**

Thank You.



FOR COUNCIL: September 8, 2014

SUBJECT: Text Amendment to Chapter 44 (Zoning) of the Bloomington City Code, Section 44-3.2 Definitions, and Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District, to address Medical Marijuana

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

STRATEGIC PLAN LINK: Goal 3. Grow the local economy and Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationships among the City, businesses, economic development organizations and 4c. Preservation of property/home valuations.

BACKGROUND: In 2013, the State of Illinois enacted legislation entitled “Compassionate Use of Medical Cannabis Pilot Program Act”, more commonly known as Medical Marijuana legislation. Under the Act, a total of twenty-two (22) Cultivation Centers and sixty (60) Dispensing Organizations, or facilities, would be allowed within the state. The location of these centers would be based on a fixed number established by the legislature and centered around State Police Districts. For the McLean County area, only one (1) Cultivation Center and only one (1) Dispensing Facility would be authorized.

Within the state legislation, specific standards were established regulating the location of Cultivation Centers and Dispensing Organizations. Under state law, Cultivation Centers may not be located within 2,500’ of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group care home, part day care child care facility, or an area zoned for residential use.

Dispensing facilities may not be located within 1,000’ of the property line of a pre-existing public or private preschool or elementary or secondary school, or day care center, day care home, group day care home, or part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium or an area zoned for residential use. Finally, a registered dispensing facility may not share office space with a physician.

The legislation further provided that municipalities may enact reasonable zoning ordinances regulating cultivating centers and dispensing facilities, provided the ordinances are not in conflict with state law, or Administrative Rules of the Department of Agriculture or Department of Public Health. However, municipalities are prohibited from unreasonably prohibiting the cultivation, dispensing or use of medical marijuana.

The initial proposal to the Planning Commission suggested the Cultivation Centers and Dispensing Organizations, or Facilities, be restricted to Special Uses in the M - 1 and M - 2 Zoning Districts. After extensive discussions and public commentary, the Planning Commission agreed that since no additional conditions were being inserted as part of the Special Use recommendation, the proposed uses should be treated as permitted uses. Moreover, the Commission felt that the Dispensing Organizations or Facilities were similar in nature to other uses, such as pharmacies requiring prescriptions and should therefore be authorized within the “C” and “B” Districts, subject to the state’s locational restrictions. Additional language was added to the City Zoning Ordinance to clarify the definition of a Day Care Home to be consistent with applicable state definitions.

Subsequent to the release of Administrative Rules earlier this year, questions arose concerning interpretations of language in the legislation. Syntax and punctuation differences left open the question did Cultivation Centers have to be 2,500’ distant from a residential area or simply not in an area zoned for residential use. Likewise, did Dispensing Organizations or Facilities have to be 1,000’ distant from a residential area or simply not within an area zoned for residential use? And what did constitute an area zoned for residential use? Within the City, some “C” Districts and some “B” districts do allow for residential either as a permitted or special use, even though the intended or primary purpose of the district was for commercial or business purposes.

A recent ruling by JCAR, (Joint Committee on Administrative Rules), attempted to answer these questions. JCAR is comprised of members of both the Illinois Senate and General Assembly. They had initially released the full Administrative Rules in April of this year. The recent ruling differentiated between areas zoned exclusively for residential use, such as a Single Family or Multi Family District, or an area with mixed use, such as our “C” or “B” districts. The new ruling provides that Cultivation Centers may not be located within 2,500’ of an area zoned exclusively for residential use but can be within 2,500’ or less of an area with mixed use zoning. Likewise, a Dispensing Organization or Facility can be within an area having mixed use zoning, such as our “C” or “B” Districts, but cannot be within an area zoned exclusively for residential use.

An applicant to the state wishing to establish a Cultivation Center or a Dispensing Organization/Facility must, as part of the application to the state, include an affidavit from the municipality where such a Center or Facility is proposed that the exact location of the Cultivation Center or Dispensing Organization/Facility is in compliance with local zoning regulations. While there is a check off that states that “there are no local zoning restrictions specific to a medical cannabis dispensary at the identified location”, it does leave open to interpretation as under what provisions a Cultivation Center or dispensing Organization/Facility would be found.

City staff understands that the City of Lincoln is recommending that the uses be treated as specific permitted uses within certain zoning districts, subject to the state’s locational requirements.

Some communities have taken a softer approach, relying on state locational restrictions and interpretation of their own zoning provisions to guide the potential locations of a cultivation

center or dispensing organization/facility. That is, a Cultivation Center is simply an indoor agricultural operation and would be allowed wherever such facilities would be authorized, (permitted or special use), subject to state locational restrictions. And to the same extent, a Dispensing Organization or Facility would be similar to a pharmacy and would be allowed wherever such facilities would be authorized, (permitted or special use), subject to state locational restrictions. The recent case of the proposed Special Use within McLean County is an example of this approach. The Cultivation Center was seen as the same as agricultural processing, which is a special use similar to fertilizer plants or seed sales and requires a Special Use permit in the County's Commercial Districts and M - 1 Zone. It is however a permitted use in the M - 2 Zone.

However, there is a concern as to the state legislation in that each section begins with the provision that "this section is scheduled to be repealed on January 1, 2018". We do not know the intention of this language, so it was considered more prudent to go on record with the legislation as it is currently written and not leaving the door open to unintended provisions when the legislation expires or is modified on or before January 1, 2018.

Another issue to consider is that the state is basically enacting legislation which is in essence a land use matter. Namely, should a particular activity, which in this case involves medical marijuana, be allowed in a community and within so many feet of a school, day care center or the like? Land use decisions are customarily the purview of municipalities, as evidenced by Court rulings, comprehensive plans, zoning ordinances and other documents. Caution should be taken in returning land use decisions to the state, notwithstanding as in this case the nullification of home rule authority. By adopting the stated "zoning" requirements, the City also assumes compliance over other elements of the code, (e.g., landscaping, parking, etc.), and provides for an approval process.

Many communities have taken a more regulatory approach. Some have listed Cultivation Centers and Dispensing Organizations/Facilities as special uses within a particular zoning district, subject to that community's procedural regulations for special uses, (public hearings, notification of adjacent property owners, etc.). The Village of Niles in Cook County is even recommending to their Council that an eight (8) month moratorium be put in place to allow for consideration of the question. The challenge is the state is now accepting applications for the Centers or Facilities. Even though additional Centers or Facilities may be provided for in Cook County based on population, the total number of authorized Centers or Facilities may be licensed during that eight (8) month period. The Village of Downers Grove in DuPage County also made the activities special uses within their manufacturing districts, and applied the separation requirements, (2,500' and 1,000'), to public parks as well.

COMMUNITY GROUPS / INTERESTED PARTIES CONTACTED: Courtesy copies of the notification were sent to fifteen (15) Architectural and Engineering Firms, as is customary in any public hearings. Notice of the public hearing was provided to the Pantagraph and published on July 28, 2014, as required. This agenda item received considerable coverage by the local media due in part to its subject matter and the need for what amounted to a second but actually primary public hearing. An oversight caused the City to re-hold the public hearing.

An Attorney representing clients interested in pursuing approval of a Dispensing Organization of Facility spoke in favor of the proposed legislation.

FINANCIAL IMPACT: There is no financial impact on the City as we are merely providing for a text amendment to the City's zoning ordinance.

Respectfully submitted for Council consideration.

Prepared by: Frank Koehler, Int. Economic Development Coordinator

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, Corporation Counsel

Recommended by:



David A. Hales
City Manager

- Attachment:** Attachment 1. Petition, Ordinance
Attachment 2. Letter to Planning Commission
Attachment 3. Compassionate Use Regulations
Attachment 4. Planning Commission Minutes from June 25, July 9, and August 13, 2014
Attachment 5. Mailing list
Attachment 6. Proof of Publication
Attachment 7. Notice of Proper Zoning Form

Motion: That the Text Amendment 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 ZONING TEXT AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes the City of Bloomington, McLean County, Illinois, a Municipal Corporation hereinafter referred to as your petitioner respectfully representing and requesting as follows:

1. That certain provisions of the text of Chapter 44, Sections 44.3-2 and 44.6-30 of the Bloomington City Code no longer contribute to the public welfare for the following reasons:
 - a. Do not provide definitions for medical marijuana cultivation centers and medical marijuana dispensing organizations; and
 - b. Do not provide for appropriate zoning standards consistent with applicable state standards, for the regulation of medical marijuana cultivation centers and medical marijuana dispensing organizations.
2. That your petitioner hereby requests that said Sections be amended as hereinafter proposed in Exhibit "A".
3. That the approval of said amendment will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code – 1960; and
4. That the approval of said amendment will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the proposed text of Said Sections.

WHEREFORE, your petitioner respectively pray (s) that this petition to amend Chapter 44, Sections 44.3-2 and 44.6-30 Of the Bloomington City Code - 1960 as stated herein be approved in the public interest.

Respectively submitted:

By: Frank Koehler
Interim Economic Development Coordinator

ORDINANCE NO. 2014 - _____

AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 44, SECTIONS 44.3-2 and 44.6-30 OF THE BLOOMINGTON CITY CODE.

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition praying for the amendment of Chapter 44, Sections 44-3.2, and 44.6-30 of the Bloomington City Code; and

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

WHEREAS, the text amendment prayed for in said petition is in the public interest; and

WHEREAS, The City Council of said City has the power to pass ordinance to amend Section(s) of Chapter 44 of the Bloomington City Code – 1960.

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

1. That the Chapter 44, Sections 44.3-2 and 44.6-30 of the Bloomington City Code – 1960 shall and the same are hereby amended as hereinafter printed in Exhibit “A”.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 8th day of September, 2014

APPROVED this ____ day of September, 2014

APPROVED:

Tari Renner,
Mayor

ATTEST:

Tracey Covert,
City Clerk



MEMORANDUM

TO: Stan Cain, Chair
Members,
BLOOMINGTON PLANNING COMMISSION

cc: David Hales, Bloomington City Manager
Vasu Pinnamaraju, McLean County Regional Planning Commission Executive Director
Mark Woolard, Bloomington Planner
Jeff Jurgens, Interim City Counsel, City of Bloomington

FR: Frank Koehler, Interim PACE / Community Development Director

DT: Friday, May 30th, 2014

RE: **MEDICAL MARIJUANA**

In 2013, the State of Illinois enacted legislation allowing for medical marijuana usage within the state, the locating of up to 22 cultivation centers, and up to 60 dispensing organizations within the state. Standards were included in the legislation as to locational restrictions for the cultivation centers and dispensing organizations. The law further provides that units of local government may enact reasonable zoning ordinances not in conflict with the state standards, regulating cultivation centers or dispensing organizations.

Under the regulations, a cultivation center is defined as “a facility operated by an organization or business that is registered by the Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.”

A Medical Cannabis dispensing organization, or “dispensing organization” means a “facility operated by an organization or business that is registered by the Department of Financial and Professional Regulation to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients”.

Locational restrictions for a cultivation center (maximum 22 statewide), stipulate that the centers may not be located within 2,500 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility or an area zoned for residential use.

Locational restrictions for a dispensing organization (maximum 60 statewide) stipulate that such dispensing organizations may not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school, or day care center, day care home, group day care home, or part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use. Finally, a roistered dispensing origination may not share office space with a physician.

Many communities have designated cultivation centers and dispensing organizations as special uses within their respective manufacturing or industrial district, and as such, pursuant to the applicable regulations. I have drafted suggested legislation that would do the same for Bloomington. I welcome any comments you may have.

**SORLING
NORTHROP**
ATTORNEYS

Reply To:
**1 North Old State Capitol
Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705**
**P: 217-544-1144
F: 217-522-3173**

www.sorlinglaw.com

MEMORANDUM

Gregory E. Moredock
Attorney
gemoredock@sorlinglaw.com

TO: AFJ
FROM: GEM
DATE: 09/03/2014
SUBJECT: RECENTLY PROMULGATED REGULATIONS PERTAINING TO THE COMPASSIONATE USE
OF MEDICAL CANNABIS PILOT PROGRAM ACT

On July 15, 2014, the Joint Committee on Administrative Rules approved the rules for the medical cannabis pilot program from the Departments of Agriculture, Financial and Professional Regulation, Public Health, and Revenue. The new regulations can be found in Title 8 Chapter I Subchapter V Part 1000 of the Illinois Regulations.

A registered cultivation center may not be located within 2,500 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, or an area zoned for residential use. 410 ILCS 130/105(c).

A dispensing organization may not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use. 410 ILCS 130/130(d).

The regulations further define “area zoned for residential use” as “an area zoned *exclusively* for residential use; provided that, in municipalities with a population over 2,000,000 people, ‘an area zoned for residential use’ means an area zoned as a residential district or a residential planned development” (*emphasis added*).

This definition greatly clarifies where cultivation centers and dispensing organizations may be located. Under this new definition, cultivation centers are allowed within 2,500 feet of areas zoned for mixed use, so long as they are not within 2,500 feet of an area zoned exclusively for residential use. Likewise, dispensing organizations may be located within areas zoned for mixed use; they simply cannot be located within an area zoned exclusively for residential use.

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, AUGUST 13, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Wills, Mr. Balmer, Mr. Diamond, Mr. Pearson, Mr. Scritchlow, Mr. Cornell, Mr. Cain, Mr. Stanczak, Mr. Suess

MEMBERS ABSENT: Mr. Stuckey

OTHERS PRESENT: Mr. Frank Koehler, Interim Economic Development Coordinator
Mr. Tom Dabareiner, Director of Planning and Code Enforcement

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Koehler called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the July 23, 2014 minutes. Mr. Pearson moved to approve the July 23, 2014, minutes as written. Mr. Cornell seconded the motion which passed by a vote of 6-0 with following votes being cast on roll call: Mr. Wills-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Cain-yes; Mr. Pearson-yes; Mr. Diamond-yes; Mr. Balmer-present; Mr. Suess-present; Mr. Stanczak-present; Mr. Stuckey-absent.

REGULAR AGENDA:

Z-05-14. Public hearing and review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44-3.2, Definitions, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and Section 44.10 Special Use Regulations, to address Medical Marijuana.

Chairman Cain introduced the case. Mr. Koehler stated there was no change to the petition from the last meeting. He said the proposal allows medical marijuana cultivation centers as a

permitted use in the M1 and M2 districts subject to state locational restrictions. The medical marijuana dispensaries would be a permitted use within C1, C2, C3, B1, B2, B3, M1 and M2 districts subject to the state locational restrictions. Mr. Koehler stated this case needed to come back before this commission for the required publication. He stated the notice was published for this meeting as mandated by city ordinance and that staff recommends approval.

Mr. Stanczak stated his prior comments questioning whether the general assembly knew what they were doing when they passed the medical marijuana law may not have been well founded. He said one of the areas of criticism had to do with the excessive separation requirements. He read a news article regarding the marijuana industry as it has developed in Colorado and the current issues with industrial orders. Mr. Stanczak said the Illinois law requires a 2500 foot separation from residential zoned areas and that he now understands the reasoning.

Mr. Pearson questioned if a business would be grandfathered in if it met the approved separation guidelines and then a residential zoning district moved within the allotted separation. Mr. Koehler stated the liquor license could provide precedence for this situation.

Mr. Pearson asked for the original thinking for the special use designations. Mr. Koehler stated the original approach was more restrictive and could be relaxed as needed.

Chairman Cain opened the public hearing and asked for anyone to speak in opposition. Chairman Cain asked if anyone was in favor of the petition. Mr. Nick Williams, 5 Timber View Drive, was sworn in and stated he is chief staff counsel for a Bloomington, Normal based enterprise. He provided the commission with the information regarding a state application for medical marijuana dispensaries. Mr. Williams explained the state application deadline is September 22, 2014 and requires approximately \$30,000 - \$40,000 of materials. A special use requirement might prevent meeting the state deadline and a loss of investment.

Chairman Cain asked if there were any questions, comments, or if anyone was in favor or in opposition to the petition and no one spoke. He closed the public hearing.

Mr. Pearson stated there should not be a list of permissive uses since the state has removed the home rule option and they would just follow the state law. There was discussion on taking a

direction now as opposed to waiting for possible changes by the state.

Mr. Balmer moved to recommend the City Council approval for case Z-05-14, the amended Chapter 44 (Zoning), of the Bloomington City Code, Section 44-3.2, Definitions, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and Section 44.10 Special Use Regulations, to address Medical Marijuana. Mr. Diamond seconded the motion which passed by a vote of 7 to 2 with the following votes being cast on roll call: Mr. Scritchlow-no; Mr. Cornell-yes; Mr. Cain-yes; Mr. Pearson-no; Mr. Wills-yes; Mr. Diamond-yes; Mr. Balmer-yes; Mr. Suess-yes; Mr. Stanczak-yes; Mr. Stuckey-absent.

DRAFT

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, JULY 9, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Stuckey, Mr. Diamond, Mr. Balmer, Mr. Scritchlow, Mr. Cornell, Mr. Suess, Mr. Cain, Mr. Stanczak, Mr. Pearson, Mr. Wills

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director
of Planning and Code Enforcement
Ms. Rosalee Dodson, Assistant

Corporation Counsel

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: Mr. Nick Williams, 5 Timber View Drive, requested an opportunity to reserve the possibility to make a public comment after the outcome of the items on the regular agenda.

MINUTES: The Commission reviewed the June 25, 2014 minutes. On page four, in the first sentence of the last paragraph, "in" is to be after "recalled", "was" replaces "that" and insert "lines of" before "business."

Mr. Stanczak moved to approve the corrected June 25, 2014, minutes. Mr. Balmer seconded the motion which passed by a vote of 9-0 with following votes being cast on roll call: Mr. Diamond-yes; Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Cain-yes; Mr. Suess-yes; Mr. Stanczak-yes; Mr. Pearson-yes; Mr. Stuckey-Present; Mr. Wills-absent.

REGULAR AGENDA:

Z-05-14. Public hearing and review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the

Bloomington City Code, Section 44-3.2, Definitions, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and Section 44.10 Special Use Regulations, to address Medical Marijuana.

Chairman Cain introduced the case. Mr. Woolard explained the draft has changed showing a special use designation for the B and C zoning districts for dispensing centers. A summary of the Illinois law was provided by legal. Staff is recommending approval.

Chairman Cain opened the public hearing. Mr. Koehler stated the regional planning commission is working to create a map to specify the 2500' setback for the cultivation center and a 1000' setback for distribution centers and the marked state licensed day care centers.

Mr. Scritchlow inquired if there was a benefit to having the cultivation centers as a permitted use, instead of a special use, within the M-1 and M-2 districts. Mr. Koehler stated the special use would allow for public hearings however no changes could be made contrary to the state mandated requirements. There was discussion on special uses verses permitted uses within a district. Mr. Koehler said there will be only one dispensing center and one cultivation center allowed within McLean County.

Mr. Woolard explained the use regulations can be thought of in three general categories for land uses which are permitted, prohibited or allowed with a special use permit. Mr. Koehler stated the dispensing center cannot be allowed in a residential building and is bound by the 1000' separation from schools and day cares.

Chairman Cain asked if there was anyone with questions, or who was in favor or in opposition to the petition. Mr. Nick Williams, 5 Timber View Drive, was sworn in and stated he is an attorney and that the documents which are required by the Illinois State statute are extensive and require much detail and cost. He said some of the requirements include an architectural plan including security aspects such as bullet proof glass and vault workings. Mr. Williams stated the state has already placed a special use designation onto this type of business and there is no need for a special use. He requested that the commission consider the distribution centers as permitted uses within the B and C districts and since there is a development committee to pole state licensed daycare and schools, there would be no need for a special use. He explained business owners don't want to come before a

commission to be denied a special use permit after investing \$15,000 - \$20,000 to develop plans for the state application phase.

Chairman Cain asked if there was anyone else with questions, or who was in favor or in opposition to the petition and no one spoke. Chairman Cain closed the public hearing.

Mr. Balmer moved to recommend approval for case Z-05-14 and for the dispensary centers with permitted uses in C1, C2, C3, B1, B2, B3, M1 and M2. Mr. Wills seconded the motion which was passed by a vote of 8 to 2 with the following votes being cast on roll call: Mr. Wills-yes; Mr. Diamond-yes; Mr. Balmer-yes; Mr. Pearson-no; Mr. Stanczak-yes; Mr. Scritchlow-no; Mr. Cornell-yes; Mr. Suess-yes; Mr. Cain-yes; Mr. Stuckey-yes.

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, JUNE 25, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Wills, Mr. Diamond, Mr. Balmer, Mr. Scritchlow, Mr. Cornell, Mr. Suess, Mr. Cain, Mr. Stanczak, Mr. Pearson

MEMBERS ABSENT: Mr. Stuckey

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Ms. Vasu Pinnamaraju, Executive Director of McLean County Regional Planning Commission
Mr. Jim Karch, Director of Public

Works

Ms. Angela Fyans-Jimenez, Deputy Corporation Legal Counsel

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed and approved the June 11, 2014 minutes. Mr. Balmer moved to approve the June 11, 2014, minutes as written. Mr. Stanczak seconded the motion which passed by a vote of 8-0 with following votes being cast on roll call: Mr. Diamond-yes; Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Cain-yes; Mr. Suess-yes; Mr. Stanczak-yes; Mr. Pearson-yes; Mr. Wills-absent; Mr. Stuckey-absent.

REGULAR AGENDA:

PS-03-14. Public hearing and review on the petition submitted by RBT of Illinois, Inc., requesting the approval of an Amended Preliminary Plan for the Harvest Pointe Commercial Subdivision, for the property commonly located north of Illinois Route 9, west and east of Harvest Pointe Boulevard, consisting of approximately 14.3 acres.

Chairman Cain introduced the case. Mr. Woolard stated there are many unresolved issues for the preliminary plan. The city attorney and the developer's attorney have been working toward a development agreement, but need more time. Staff recommends laying this case over for a month. Mr. Balmer asked if the issues that were previously brought forward had been addressed. Mr. Woolard stated the attorneys and engineering are working on the details. Mr. Cornell stated that there were no signs displayed at the subdivision site. Mr. Woolard will make sure the sign is up.

Chairman Cain invited the petitioner to speak. Mr. Neil Finlen, 2709 McGraw Drive, was sworn in and stated the preliminary plan will depend on the development agreement. He stated the major items to be addressed include the turn lane, punch list and drainage. He requested to keep this case on the agenda for an option to share the results.

Chairman Cain opened the public hearing and invited anyone to speak in opposition of this case. Ms. Denise Wilson, 2908 Mockingbird Lane, was sworn in and stated she represented her Aunt Leta Snyder who owns the farm land across Route 9 from the proposed development. She stated the recent subdivision development has caused an increase in farming expenses due to improper water drainage. She said that since 2006 there have been multiple meetings between Neil Finlen, an uncle, Aunt Leta and Mr. Benjamin, the tenant farmer, concerning standing water and storm sewers. Ms. Wilson stated there is a continued concern over the lack of follow through from Mr. Finlen. She distributed photos of the area showing a current water way on which the proposed building will stand. The photos also included views of standing water, erosion, cattails and fowl life which are thriving from the improperly drained water. She stated with heavy rains, the water floods into the field and has washed out crops. With the proposed addition of the flat paved surface, the water runoff will only escalate the existing problem. The extra water passing through the farm tile prematurely decreases the life span of the tile. Ms. Wilson stated with the current water runoff issues and eight years of a lack of follow through with their subdivision, she is opposed to the addition and asked that further development not be considered until the current issues are resolved.

Mr. Diamond inquired about the status of the punch list items. Ms. Wilson stated she was not aware of any items that have been addressed.

Mr. Finlen stated if there is a document that needed to be clarified, he will provide such and he invited further discussion with the farm owners to see what might be mitigated in regard to the downstream flow or erosion problems. Mr. Finlen acknowledged one of the prime items on the punch list is drainage. The rules for the water flow are solid and he can not deviate such as with the new addition. The details will need to be in place before anything can be completed on the project. He stated on the north side of Route 9 there are cattails because the storm sewer system has not been completed. The installation of a 48" diameter pipe was intentionally delayed because the commercial plan was not confirmed. This project will complete the storm sewer system.

Mr. Karch explained any water runoff detention changes are directed by city ordinance. The development of farmland includes paving and compaction which results in changes in the soils ability to absorb and release water. He said the water runs off much faster and that's the reason for the detention basin to slow the release of water. The key management component is the development agreement which will address the necessary corrections. Mr. Karch suggested pulling the case from the agenda until the development agreement is completed.

Chairman Cain asked if there were any other questions or comments from the audience and no one spoke. Chairman Cain closed the public hearing.

Mr. Diamond moved to pull the case and invited a reapplication once all of the items have been addressed. Mr. Balmer seconded the motion.

Case PS-03-14 passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Wills-present; Mr. Diamond-yes; Mr. Balmer-yes; Mr. Pearson-yes; Mr. Stanczak-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Suess-yes; Mr. Cain-yes; Mr. Stuckey-absent.

Z-04-14. Public hearing and review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44.3-2, Definitions and Section 44.7-2.H, Minimum Number of Street Parking Spaces Required to address Parking for Senior Housing.

Chairman Cain introduced the case. Mr. Woolard gave a brief history of the requested text amendment which developed from a

variance request. He explained the research on parking requirements for senior housing in other communities is much less restrictive which lead to this text amendment. Staff is recommending approval for the change in parking requirements.

There was discussion on the definitions, the definition of employee and the intent of chart concept 1 and 2.

Chairman Cain asked if there were any questions, comments, or anyone in favor or in opposition from the audience. Mr. Richard L. Veitengruber, 1222 S. Mason, was sworn in and said he is against the proposed chapter 44 code amendment. He stated he doesn't believe the reason for amending the code is valid. There have been numerous senior housing projects built in Bloomington under the existing code without any issues. The code change for this particular project seems drastic and without much discussion. This project was brought up last month and the city wants to change the code one month later. He stated there are avenues to get what they want without changing the code. The former director of PACE, who represented this case at last month's Zoning Board of Appeals meeting, decided to change the code and go to the planning commission, because the code was outdated. Mr. Veitengruber stated the code was not outdated last month and there seems to be a lot of questions to be answered. He asked many questions such as: how this change would affect businesses that applied for variances and/or followed the code all these years. What are the negatives and positives to less parking? When was the code last changed? He asked for answers to these and many more questions before a change is made to the city code. Mr. Veitengruber encouraged a 'no' vote of this commission stating that any code change should require study and justification and not just a change for the sake of benefiting one project.

Chairman Cain asked if there were others in favor or in opposition to the petition and Mr. Hadley Phillips, 1062 Woodberry Lane, Charleston, IL, was sworn in. He stated that he is one of three partners who are looking to develop an assisted and memory care units in this area. Mr. Phillips explained how the concept of an assisted living facility is different than that of a nursing home. He stated that last code update may have been some thirty three years ago when nursing homes with high populations were being built. Today's assisted living facility has a limited amount of people which is around 50 to 60 people at this assisted living facility. Mr. Phillips stated his partnership has built many facilities since 2008 with five more buildings going into the ground at this time. About 30% of the residences drive with approximately 15 staff, no

visiting physicians and the memory care residents would not have a car. The current 119 parking spot recommendation will never be full based on the ten facilities his company has opened.

Mr. Dan Muhs, Austin Engineering, was sworn in and stated he works with Mr. Phillips. Mr. Muhs stated when more unnecessary parking spaces are added, then that is more water runoff. He stated it's important to protect farm land and green space.

Chairman Cain asked if there was anyone else who had questions or was in favor or in opposition and no one spoke. Chairman Cain closed the public hearing. Chairman Cain suggested we need for more time for dialogue and for the commission to digest the information.

A discussion ensued regarding the details of this case, variances, standards, current code requirements and possible changes. Mr. Diamond stated the handicap parking at 10% may require too many spaces. Mr. Stanczak acknowledged changing the code specifically for one project is not appropriate, however the information presented seems to justify lowering the required parking for similar projects. Mr. Pearson stated the purpose behind the parking requirements was to keep the city streets from being congested. He also stated that the parking needs to fit the particular facility without acres of empty asphalt and if the code has been out of touch, that doesn't justify keeping the code the same. Mr. Balmer stated his observations of many significant discussions in which the code did not address the issue at hand and there is a need for code updates in many areas. Mr. Pearson stated this is not a code change to accommodate one applicant rather many times a variance is requested, not because there is something wrong with the application, but rather the standard that the code is asking for compliance to is something unrealistic.

Mr. Balmer moved to layover the case pending clarification of terms and further review. Mr. Stanczak seconded the motion which passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Wills-yes; Mr. Diamond-yes; Mr. Balmer-yes; Mr. Pearson-yes; Mr. Stanczak-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Suess-yes; Mr. Cain-yes; Mr. Stuckey-absent.

Z-05-14. Public hearing and review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44-3.2, Definitions, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and

Section 44.10 Special Use Regulations, to address Medical Marijuana.

Chairman Cain introduced the case. Mr. Woolard explained the changes from the last meeting have to do with the Industrial zones and with a special use in the C-1 zone. The definition of a child care facility would follow the state's definition of a child care facility.

Mr. Balmer recalled in the previous discussion that the dispensary center would fall more along the lines of business designation. He stated this is similar to a pharmacy with a liquor license. He said one of the problems of moving it into manufacturing is that those that may be utilizing this type of business would have no way to get to it. If this business is operating within a business district, the public transportation would be available for the folks. There was discussion on which districts are appropriate for dispensing centers, the state definition of child care facilities and vacation Bible school situations within churches which are not state certified child care facilities. Mr. Scritchlow inquired why there seems to be extra city paperwork when the state has numerous pages of guidelines and the town of Normal is simply following the state law. Mr. Woolard stated the process adds an extra layer of protection and offers an opportunity for public input. Mr. Stanczak asked if the city is required to amend zoning ordinances to accommodate the centers. Mr. Balmer suggested a review of those states which have already adopted the medical marijuana usage.

Chairman Cain opened the public hearing and asked if there were anyone with questions, or who were in favor or in opposition to the petition and no one spoke. Ms. Angela Fyans-Jimenez, read a portion of the statute and offered to put together a memo to better guide the process.

Chairman Cain closed the public hearing.

Mr. Pearson moved to layover the case pending clarification and further review. Mr. Balmer seconded the motion which was passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Wills-yes; Mr. Diamond-yes; Mr. Balmer-yes; Mr. Pearson-yes; Mr. Stanczak-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Suess-yes; Mr. Cain-yes; Mr. Stuckey-absent.

Mr. Wills left at 5:30 p.m.

NEW BUSINESS:

Presentation of Sidewalk Master Plan – Jim Karch, Director of Public Works

Mr. Woolard explained this presentation is postponed.

OLD BUSINESS:

Discussion of Comprehensive Plan: Ms. Pinnamaraju presented the first phase of the comprehensive plan. The existing conditions analysis included data in areas such as population patterns, education levels, home values and rental patterns. She also presented an analysis on vacant land and aging infrastructure. Ms. Pinnamaraju stated Bloomington is in a great place to position itself well into the future, however there is an issue within the core that has not had residential development since 1970. She also presented an overview of the community outreach.

ADJOURNMENT: There being no further business to come to the Bloomington Planning Commission's attention, Mr. Scritchlow moved to adjourn this meeting. Mr. Cornell seconded the motion which was approved unanimously. The meeting was adjourned at 6:12 p.m.

Respectfully submitted,

Mark Woolard, City Planner

For further information contact:

Mr. Woolard, City Planner

Department of Planning and Code Enforcement

Government Center, 115 E. Washington Street, Bloomington, IL 61701

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Up Dated: 2-28-13

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P.J. Hoerr, Inc 117 Merle Lane Normal IL 61761	Kelly Sanner 6715 Wolfcreek Rd Riverton IL 62561	BLDD Architects 115 W. Jefferson St Bloomington IL 61701
Lewis, Yockey & Brown 505 N Main St Bloomington IL 61701	Shive Hattery Inc. 2103 Eastland Dr Bloomington IL 61704	Young Architects 211 Prospect Rd. Bloomington IL 61704
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COUNTY OF MCLEAN
CITY OF BLOOMINGTON

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By *Janette Johnson*

Date 07-28-2014

20657178

PUBLIC NOTICE

Public Notice is hereby given that the Bloomington Planning Commission will hold a public hearing on a Petition of the City of Bloomington, Illinois, a municipal corporation, to amend Chapter 44, Zoning, Sections 44.3 - 2. Definitions, 44.6 - 30. Principal Uses & Standards of Districts, Table of Authorized Principal Uses in Each Zoning District, and 44.10 - 4. Special Use Regulations, Special Use Standards, to address medical marijuana.

Notice is hereby given that a Public Hearing will be held upon said Petition on Wednesday, August 13, 2014 at 4:00 p.m., in the Conference Room, City Hall, 109 E. Olive Street, Bloomington, Illinois, at which time all interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

Said Petition and all accompanying documents are on file and available for public inspection between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday in the Office of the City Clerk, City Hall, 109 E. Olive Street, Bloomington, Illinois.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, e-mail at cityclerk@cityblm.org or by telephone at 309-434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Tracey Covert
City Clerk
Published: July 28, 2014

IMPORTANT NOTICE:
Completion of this form is necessary for consideration for licensure in connection with the Medical Cannabis Pilot Program Act, 410 ILCS 130 and 68 IAC 1290.

ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION

SUPPORTING DOCUMENT

NOTICE OF PROPER ZONING FORM

MEDICAL CANNABIS DISPENSARY

TO BE COMPLETED BY APPLICANT

1. NAME OF ENTITY APPLYING FOR A DISPENSARY AUTHORIZATION

2. STREET ADDRESS OF THE PROPOSED DISPENSARY LOCATION

3. DISTRICT

4. CITY

5. COUNTY

6. ZIP CODE

CHECK ALL THAT APPLY

There are no local zoning restrictions specific to a medical cannabis dispensary at the identified location.

Yes

No

The location of the proposed medical cannabis dispensary is in compliance with local zoning restrictions for medical cannabis dispensaries.

Yes

No

The proposed dispensary has duly filed a request to the appropriate local zoning authority to approve the specified location for a medical cannabis dispensary.

Yes

No

If a zoning request was filed but has not been approved, the zoning determination is expected to be issued in approximately _____ DAYS WEEKS MONTHS (check one)

The specified location is not in compliance with local zoning rules and cannot become compliant pursuant to current local zoning rules.

Yes

No

The proposed location is in compliance with Section 130(d) of the Act.

Yes

No

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE LOCAL ZONING OFFICE

Title of the Authorized Zoning Representative

Name of the Local Jurisdiction

Printed Name

Telephone Number

Signature / Date

Subscribed and sworn to before me this _____ day of _____, 20_____.

(SEAL)

Notary Public

NOTE: Section 130(d) of the Medical Cannabis Pilot Program Act states in pertinent part:

(d) A dispensing organization may not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use.