

**CITY OF BLOOMINGTON  
COUNCIL MEETING AGENDA  
109 E. OLIVE  
MONDAY, DECEMBER 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. Recognition/Appointments**
  - A. Introduction & Oath – Nicole Albertson, Human Resources Director.**
- 7. “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 #9.*

*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 November 24, 2014 and November 7 and 8, 2014 Retreat Minutes. (Recommend that the reading of the minutes of the previous Council Proceedings of November 24, 2014 and November 7 and 8, 2014 Retreat Minutes 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. Request for Proposal (RFP) for two (2) replacement Cisco 5508 Wireless Controllars and Professional Implementation Services. (Recommend that the RFP for two (2) replacement Cisco 5508 Wireless Controllars and professional implementation services with Sentinel Technologies Inc., be approved, in the amount of \$51,739.05, and the Mayor and City Clerk authorized to execute the necessary documents.)**
- D. Purchase six (6) Police Interceptor Utility Vehicles through the State of Illinois Joint Purchasing Contract # 4017160. (Recommend that purchase six (6) Police Interceptor Utility vehicles through the State of Illinois Joint Purchasing Contract # 4017160, from Marrow Brothers Ford in Greenfield IL. be approved, in the amount of \$180,840.00, and the Procurement Manager be authorized to issue a Purchase Order for same.)**
- E. Amended Mutual Aid Box Alarm System (MABAS) Agreement. (Recommend that the amended agreement be approved, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.)**
- F. Waiver of Bid #2015-37 Bid for Topsoil Processing Machine. (Recommend that Bid process be waived for Topsoil Processing Machine, that staff be granted authority to purchase the Royer 264 Topsoil Processing Machine from Royer Industries, be approved in the amount of \$55,890.00, the Procurement Manager be authorized to issue a Purchase Order for the same, and the Resolution be adopted.**
- G. Training Ammunition for Police Department. (Recommend that the purchase eight - two (82) cases of .40 caliber pistol (Winchester #Q4238) and sixty - eight (68) cases of .223 rifle ammunition (Winchester #Q3131) training ammunition using Illinois Department of Central Management Services Contract # 4017592 from Ray O'Herron Company Inc., be approved, in the amount of \$43,6989, and the Procurement Manager be authorized to issue a Purchase Order.)**
- H. Council Meeting Dates for Calendar Year 2015. (Recommend that the Council Meeting dates be approved with the exception that the second meeting in December be held on December 21, 2015.)**

- I. **Application of Around the Corner, Inc., d/b/a D R McKay’s Bar & Grill, located at 909 N. Hershey Rd. Unit 2, 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 Around the Corner, Inc., d/b/a D R McKay’s Bar & Grill, located at 909 N. Hershey Rd. Unit 2, be created, contingent upon compliance with all applicable health and safety codes.)**
  - J. **Application of 602604, LLC, d/b/a Pub America, located at 602 N. Main 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 602604, LLC, d/b/a, Pub America, located at 602 N. Main St., be created, contingent upon compliance with all applicable health and safety codes.)**
  - K. **Petition submitted by Jeffrey and Janice Pfleeger requesting the approval of a Rezoning from R-1C, Single-Family Residence District to M-1, Restricted Manufacturing District for 713 East Lincoln St. (Recommend That the Rezoning be approved and the Ordinance passed.)**
- 8. “Regular Agenda”**
- A. **Enterprise Zone (EZ) Application. (Recommended that the Intergovernmental Agreement be approved, the Ordinance passed, and the Mayor and City Clerk be authorized to execute the necessary documents.)**  
*Time 20 minutes; Presentation - 10 minutes, Q & A - 10 minutes.*
  - B. **Text Amendment to Chapter 1. Adoption of Administrative Adjudication System. (Recommend that the Text Amendment to Chapter 1 of the City Code Relating to Ordinance Enforcement through Administrative Adjudication be approved and the Ordinance passed.)** *Time 20 minutes.*
- 9. City Manager’s Discussion**
- 10. Mayor’s Discussion**
- 11. City Aldermen’s Discussion**
- 12. Executive Session - cite section**
- 13. Adjournment**
- 14. Notes**



FOR COUNCIL: December 8, 2014

SUBJECT: Council Proceedings of November 24, 2014 and Retreat Minutes for November 7 and 8, 2014 and Public Hearing Minutes for November 24, 2014

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of November 24, 2014; Retreat Minutes for November 7 and 8, 2014 Retreat Minutes; and Public Hearing Minutes for November 24, 2014 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of November 24, 2014 and Retreat Minutes for November 7 and 8, 2014; and Public Hearing Minutes for November 24, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

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

David A. Hales  
City Manager

**Attachments:** Attachment 1. Draft Council Proceedings for November 24, 2014  
Attachment 2: Draft Retreat Minutes for November 7 & 8, 2014  
Attachment 3: Draft Public Hearing Minutes for November 24 2014

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Motion: That the reading of the minutes of the previous Council Proceedings of November 24, 2014; Retreat Minutes for November 7 and 8, 2014; Public Hearing Minutes for November 24, 2014 be dispensed with and the minutes approved as printed.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				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, November 24, 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, Diana Hauman, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.**

City Manager David Hales, City Clerk Tracey Covert and Deputy Corporate Counsel Angela Fyans-Jimenez were also present.

**Staff absent: Corporate Counsel Jeff Jurgens.**

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

Alton Franklin, 508 Patterson Dr., addressed the Council. He reminded the Council of his past comments regarding the Council's lack of integrity. The Council had no value. He cited Alderman Fruin's statement regarding his lack of a conflict of interest. This issue needed to be revisited. Conflict of interest was not limited to compensation.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He cited the public dialogue over the past ten (10) days regarding McGraw Park. Additional information had come to light: both positive and negative. On the negative, he cited local and state politicians who advance their own interest. On the positive: he cited local media coverage. It appeared that these grant dollars could be used for parks and/or trails. He had reviewed the Addendum II. He cited the used of Constitution Trail. The Trail would be an appropriate use of these dollars.

Marty Seigel, 615 E. Chestnut, addressed the Council. She cited an email from Dorothy Deenie and supported same. She resided in the Old East Side Neighborhood. She noted the gap in Constitution Trail in this neighborhood was not listed. The land in question belonged to the community. The land had been vacated by the railroad.

Patricia Marton, 1114 E. Grove St., addressed the Council. She had attended Sheriff Mike Emery's retirement reception. She planned to continue her efforts in the area of elder abuse. She continued to draft information. She cited Problem Oriented Policing,

(POP), and citizens' use of technology. Currently, she was working with Ken Bays, Asst. Police Chief. She believed that another program was needed. It would be a joint effort: Police Department, attorneys and seniors. She also had attended the Library Task Force meeting. She looked forward to the expansion of the Library.

Donna Boelen, 2702 Fox Trot Trail, addressed the Council. She believed that the City's ordinance regarding conflict of interest was clear. Central Catholic High School (CCHS) received millions from the Peoria Diocese. These dollars would be a loan which would be repaid by the Catholic community. This would be a purchase agreement. A third of church revenue supported CCHS. Everyone would pay for upgrades. She did not believe that a practice field was needed. CCHS providing the City with access to the building was not an extraordinary gesture. These grant dollars should become part of the General Fund and be used to support the existing Parks Master Plan.

Josh Schmidgall, 108 Boeykens, Normal, addressed the Council. He informed them that he was employed at 92.9 Radio. He questioned how the City could spend \$750,000 and raise taxes.

**The following was presented:**

Oath – Stephen Rasmussen, Asst. City Manager.

David Hales, City Manager, addressed the Council. Steve Rasmussen, Asst. City Manager, was introduced to the Council at their November 10, 2014 meeting.

Tracey Covert, City Clerk, performed the Oath.

**The following was presented:**

SUBJECT: Council Proceedings of November 10, 2014 and Special Meeting Minutes of November 5, 2014

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of November 10, 2014 and the Special Meeting Minutes of November 5, 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 November 10, 2014 and the Special Meeting Minutes of November 5, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Painter that the reading of the minutes of the previous Council Proceedings of November 10, 2014 and Special Session Minutes of November 5, 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, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

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

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

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



**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on November 26, 2014.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Painter 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, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Appointment/Reappointments to John M. Scott Health Care Commission (JMSHCC)

**RECOMMENDATION/MOTION:** Recommend that the Appointment and Reappointments be affirmed.

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

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

**BACKGROUND:** I ask your affirmation of the following appointment/reappointments:

McLean County Dental Society: Appointment of Dr. David Wyse. Dr. Wyse will replace Dr. Stephen Doran. McLean County Dental Society is authorized to appoint a member to this board.

Per Section II of the JMSHCC by-laws, Dr. David Wyse shall serve out a term ending April 30, 2017 and a new term will be added ending April 30, 2020. He will then be able to serve for two (2) additional terms with the option of a maximum of three (3) consecutive terms.

Second Presbyterian Church: Appointment of Dr. Scott Hamilton. Dr. Hamilton will replace Dr. James Swanson's, appointment. Second Presbyterian Church is authorized to appoint a member of their church to this Board.

Per Section II of the JMSHCC by-laws, Dr. Scott Hamilton shall serve out a term ending April 30, 2015 and a new term will be added ending April 30, 2017. He will then be able to serve for two (2) additional terms with the option of a maximum of three (3) consecutive terms.

Bloomington Regional Optometric Society: Dr. John Couillard. Reappointment to this Board.

Per Section II of the JMSHCC by-laws, Dr. John Couillard shall serve a third term which will end April 30, 2017.

9<sup>th</sup> District Nurses Association: Dr. Donna Hartweg. Reappointment to this Board.

Per Section II of the JMSHCC by-laws, Dr. Donna Hartweg shall serve a second term which will end April 30, 2015.

McLean County Health Department: Susan (Albee) Grant. Reappointment to this Board.

Per Section II of the JMSHCC by-laws, Susan (Albee) Grant shall serve a second term which will end April 30, 2015.

OSF St. Joseph Medical Center: Annette Martinez. Reappointment to this Board.

Per Section II of the JMSHCC by-laws, Annette Martinez shall serve a second term which will end April 30, 2015.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Asst.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Schmidt, seconded by Alderman Painter that the Appointment and Reappointments be affirmed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Purchase of Scheduled Vehicle Replacement for Facilities Management Office

**RECOMMENDATION/MOTION:** Recommend that the purchase of one (1) Ford Transit Connect from Curry Motors, Frankfort, IL using the Northwest Suburban Purchasing Cooperative (SPC) Contract Number 139 be approved, in the amount of \$22,195, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

**BACKGROUND:** The Facilities Management Office currently has a 1999 Chevrolet S10 pick-up truck that is due for replacement. This unit has 78,800 miles on it. It is fifteen (15) years old and rusting badly. Due to the rust the parking brake and brake calipers have been repaired along with replacing the fuel tank that rusted through. It has also had issues with the steering, front suspension, and the air conditioning system. Maintenance cost to date is \$8,432.84.

Staff is recommending replacing the pick-up truck with a Transit Connect. This will allow for secure storage of building maintenance supplies and keep expensive tools and equipment out of the weather.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Facilities Management Office has \$23,493 budgeted in the FY 2015 Capital Lease - Capital Outlay Licensed Vehicles (40110131 - 72130). Stakeholders can find this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 108 and 114.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

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

**Motion by Alderman Schmidt, seconded by Alderman Painter that the purchase of one (1) Ford Transit Connect from Curry Motors, Frankfort, IL using the Northwest Suburban Purchasing Cooperative Contract Number 139 be approved, in the amount of \$22,195, and the Procurement Manager be authorized to issue a Purchase Order.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT: Rejection of Bid for Replacement of the Headquarters Station Overhead Door Openers, (Bid 2015-42)**

**RECOMMENDATION/MOTION:** Recommend that the bid be rejected and the Procurement Manager and Fire Department staff be authorized to enter into negotiations with Childers Door Service of Central Illinois for completion of work described in the original bid document, to waive the formal bid process for this project, authorize the issuance of a Purchase Order with

Childers Door Service of Central Illinois for the work at a price approved by the City Manager, 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 levels of services

**BACKGROUND:** On November 6, 2014 at 2:00 PM, bids were publicly opened and read for the replacement of the Headquarters Station Overhead Door Openers. At that time only one (1) bid was received, but the bid packet was incomplete. The only documentation received was a Childers Proposal dated August 6, 2014 and a bid bond.

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Childers Door Service	Hudson, IL	\$17,192.08

The Scope of Work included replacement of seven (7) outdated overhead door openers and the additional installation of safety devices on each door.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The bid was advertised in The Pantagraph on October 17, 2014. The following companies were sent Notice to Bid for Bid 2015 - 42:

Childers Door Service	Hudson, IL
Midstate Overhead Doors	Bloomington, IL
Pinnacle Door	Bloomington, IL
Sunburst Doors	Bloomington, IL

**FINANCIAL IMPACT:** The Fire Department budgeted funds for this project in the FY 2015 Budget, Fire – Other Miscellaneous Expenses account (10015210 - 79990). The total budget approved in this account for FY 2015 is \$225,000 of which \$185,219.42 is still available. Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 273.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Les Siron, Interim 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

**RESOLUTION NO. 2014 - 59**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF OVERHEAD DOOR OPENERS FOR  
HEADQUARTERS STATION FROM CHLDERS DOOR SERVICE AT A PURCHASE  
PRICE APPROVED BY THE CITY MANAGER**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase Overhead Door Openers for Headquarters Station at a Purchase Price approved by the City Manager.

ADOPTED this 24<sup>th</sup> day of November, 2014.

APPROVED this 25<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Painter that the bid be rejected and that Procurement Manager and Fire Department staff be authorized to enter into negotiations with Childers Door Service of Central Illinois for completion of work described in the original bid document, to waive the formal bid process for this project, authorize the issuance of a Purchase Order with Childers Door Service of Central Illinois for the work at a price approved by the City Manager, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Analysis of Request for Proposal, (RFP), and Contract Award to Anderson Building Services, Inc. for Fire Headquarters Station Kitchen Remodel, (RFP 2015 – 40)

**RECOMMENDATION/MOTION:** Recommend that the RFP for Fire Headquarters Station Kitchen Remodel be awarded to Anderson Building Services, Inc., Normal, IL, the contract approved, in the amount of \$55,995, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The City issued an RFP for the purpose of remodeling the Headquarters Fire Station Kitchen. Headquarters is staffed daily by nine (9) Firefighters who work twenty-four (24) hour shifts. The Headquarters kitchen was last remodeled in the early 1990s. Due to the heavy daily use, cabinets and counter tops have deteriorated and are in need of replacement. The RFP stated that all materials should be able to withstand heavy daily use and demonstrate good durability characteristics and low maintenance. The design should maximize functionality of the space and have pleasing aesthetics that blend with the existing decor.

The deadline for RFP submittals was October 28, 2014, at 2:00 PM; the City received two (2) proposals:

<b>Company</b>	<b>City</b>	<b>Price</b>	<b>Bid Type</b>
Anderson Building Services, Inc.	Normal, IL	\$45,850	Base
“	“	\$8,400	Add Alternate
“	“	\$1,745	Voluntary Add Alternate
		\$55,995	Total Proposed Bid
CAD Construction	Tremont, IL	\$42,291	Incomplete Base
“	“	\$14,391	Incomplete Add Alternate
		\$56,682	Total Proposed Bid

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The RFP was advertised in The Pantagraph on October 8, 2014. A list of Plan holders was provided to the Council. A List of Pre-proposal Meeting held on October 15, 2014 at 10:00 AM has also been provided.

**FINANCIAL IMPACT:** The Fire Department budgeted funds for this project in the FY 2015 Budget, Fire – Other Miscellaneous Expenses account (10015210 - 79990). The total budget approved in this account for FY 2015 is \$225,000 of which \$185,219.42 is still available. Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 273.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Les Siron, Interim 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

**CITY OF BLOOMINGTON  
CONTRACT WITH ANDERSON BUILDING SERVICES  
FOR FIRE HEADQUARTERS KITCHEN REMODEL**

THIS AGREEMENT, dated this 24<sup>th</sup> day of November, 2014, is between the City of Bloomington (hereinafter “CITY”) and Anderson Building Services, Inc. (hereinafter “ANDERSON”).

WHEREAS, the City sought proposals for a remodel of the Fire Headquarters’ kitchen located at 310 N. Lee Street in Bloomington; and

WHEREAS, there were two responses to the request for proposals, however the response by ANDERSON was the only complete proposal and was deemed by the City Council to be the best value and price.

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.** ANDERSON shall remodel the Headquarters Fire Station, located at 310 N. Lee Street in Bloomington, as set forth in RFP #2015-40, including Addendum No. 1, Addendum No. 2, Addendum 3, and the response to the RFP provided by ANDERSON, as well as the Voluntary Alternate Design No. 2. ANDERSON shall further complete the Scope of Work and complete the specifications set forth in these documents and provide a guarantee as to the Work set forth in RFP #2015-40.

**Section 3. Incorporation of RFP & Proposal Terms.** The provisions of RFP #2015-40, a Request for Proposal for Fire Headquarters Kitchen Remodel, as well as Addenda Nos. 1, 2 and 3, and the proposal submitted by ANDERSON, including the Voluntary Alternate Design No. 2, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by ANDERSON. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

**Section 4. Payment.** For the work performed by ANDERSON under this Contract, the CITY shall pay ANDERSON \$55,995.00. The payment terms set forth in the RFP shall govern payment.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. 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. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 6. Indemnification.** To the fullest extent permitted by law, ANDERSON 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 ANDERSON'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. CITY shall maintain no liability once the spoils material is delivered to ANDERSON at which point ANDERSON assumes full responsibility and releases CITY of any and all claims associated therewith.

**Section 7. General Liability Insurance.** ANDERSON shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts

or omissions, with general limits shall be 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 8. Representations of Vendor.** ANDERSON hereby represents it is legally able to perform the work that is subject to this Contract and shall further abide by all obligations contained with the RFP, addenda thereto, and obligations made within its proposal to the CITY.

**Section 9. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 10. Compliance with Laws.** ANDERSON and all work by ANDERSON shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 11. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 12. 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 13. 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 14. 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 15. 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

ANDERSON BUILDING SERVICES, INC.

By: Tari Renner  
Its Mayor

By: Barbara A. Anderson  
Its President

ATTEST:

By: Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Painter that the RFP for Fire Headquarters Station Kitchen Remodel be awarded to Anderson Building Services, Inc., Normal, IL, the contract be approved, in the amount of \$55,995, 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, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Review of Executive Session Minutes from 1995 - 2014

**RECOMMENDATION/MOTION:** Recommend that the Resolution be adopted.

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

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

**BACKGROUND:** The Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session Minutes. The determination on which minutes are going to be released and which minutes still require confidential treatment must be reported on in open session. The Resolution makes this report.

The Council met previously on October 27 and November 10, 2014 in Executive Session to review the Executive Session Minutes and to make the determinations required by the Open Meetings Act. The Resolution reports on the release and/or partial release of the meeting minutes from October 10, 2011, January 24, 2014, February 10 and 24, 2014, March 24, 2014 and July 28, 2014, and the need for the continued confidential treatment of redacted portions from those and other meeting minutes listed in Schedule B.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert, City Clerk

Legal review by: Jeffrey Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**RESOLUTION NO. 2014 - 60**

**A RESOLUTION REPORTING THE RELEASE AND RETENTION  
OF EXECUTIVE SESSION MINUTES**

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has determined that portions of the minutes of the meetings listed on Schedule A, attached hereto, no longer require confidential treatment and should be made available for public inspection and that the redacted portions of said meeting minutes still have a need for confidential treatment and should not be released; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule B, attached hereto and incorporated by reference; and

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

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto and incorporated by reference, are released in part with the confidential information redacted. The preamble to this Resolution is incorporated into the body of this resolution.

Section 2. The City Clerk is hereby authorized and directed to make the un-redacted portion of the minutes from those meetings listed in Schedule A available for inspection and copying in accordance with the Open Meetings Act and standing procedures of the Clerk's Office.

Section 3. The City Clerk is hereby authorized and directed to destroy the verbatim audio recording for those Executive Sessions that have been approved by the Council and after eighteen (18) months have passed.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 24<sup>th</sup> day of November, 2014.

APPROVED this 25<sup>th</sup> day of November, 2014.

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**SCHEDULE A  
TO BE RELEASED**

<b>DATE</b>	<b>REASON</b>
October 11, 2011	Section 2(c)(12) Settlement* Section 2(c)(11) Litigation
January 27, 2014	Section 2(c)(12) Settlement*
February 10, 2014	Section 2(c)(21) Review of Closed Session*
February 24, 2014	Section 2(c)(21) Review of Closed Session
March 24, 2014	Section 2(c)(21) Review of Closed Session*
July 28, 2014	Section 2(c)(12) Settlement* Section 2(c)(6) Sale or Lease of Real Estate*

**\*Denotes release with redactions, as a need for confidentiality still exists as to part of said minutes.**

**SCHEDULE B  
TO BE RETAINED**

<b>DATE</b>	<b>REASON</b>
January 23, 1995	Section 2(c)(1) Personnel
June 12, 1995	Section 2(c)(2) Collective Bargaining
February 26, 1996	Section 2(c)(1) Personnel
October 14, 1996	Section 2(c)(2) Collective Bargaining
November 12, 1996	Section 2(c)(2) Collective Bargaining
February 24, 1997	Section 2(c)(1) Personnel
March 10, 1997	Section 2(c)(2) Collective Bargaining
May 12, 1997	Section 2(c)(2) Collective Bargaining
July 14, 1997	Section 2(c)(2) Collective Bargaining
October 13, 1997	Section 2(c)(2) Collective Bargaining
January 26, 1998	Section 2(c)(1) Personnel
July 14, 1998	Section 2(c)(2) Collective Bargaining

<b>DATE</b>	<b>REASON</b>
July 27, 1998	Section 2(c)(2) Collective Bargaining
December 28, 1998	Section 2(c)(1) Personnel
May 10, 1999	Section 2(c)(2) Collective Bargaining
June 14, 1999	Section 2(c)(2) Collective Bargaining
September 13, 1999	Section 2(c)(5) Purchase or Lease of Real Estate
November 22, 1999	Section 2(c)(1) Personnel
December 13, 1999	Section 2(c)(1) Personnel
December 11, 2000	Section 2(c)(1) Personnel
November 13, 2001	Section 2(c)(1) Personnel
May 28, 2002	Section 2(c)(2) Collective Bargaining
September 23, 2002	Section 2(c)(2) Collective Bargaining
November 12, 2002	Section 2(c)(1) Personnel
March 8, 2004	Section 2(c)(1) Personnel
May 10, 2004	Section 2(c)(2) Collective Bargaining
February 28, 2005	Section 2(c)(1) Personnel
March 14, 2005	Section 2(c)(1) Personnel
March 28, 2005	Section 2(c)(6) Sale or Lease of Real Estate
May 9, 2005	Section 2(c)(2) Collective Bargaining
August 14, 2006	Section 2(c)(1) Personnel
August 28, 2006	Section 2(c)(1) Personnel
August 13, 2007	Section 2(c)(2) Collective Bargaining
November 13, 2007	Section 2(c)(2) Collective Bargaining
December 10, 2007	Section 2(c)(1) Personnel
January 7, 2008	Section 2(c)(1) Personnel
February 11, 2008	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
June 9, 2008	Section 2(c)(5) Purchase or Lease of Real Estate
August 19, 2008	Section 2(c)(1) Personnel
October 13, 2008	Section 2(c)(5) Purchase or Lease of Real Estate
November 3, 2008	Section 2(c)(1) Personnel
November 17, 2008	Section 2(c)(1) Personnel
November 18, 2008	Section 2(c)(1) Personnel
November 19, 2008	Section 2(c)(1) Personnel
March 9, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
March 30, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 6, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 13, 2009	Section 2(c)(2) Collective Bargaining
April 27, 2009	Section 2(c)(2) Collective Bargaining
May 26, 2009	Section 2(c)(2) Collective Bargaining
June 8, 2009	Section 2(c)(2) Collective Bargaining
June 22, 2009	Section 2(c)(2) Collective Bargaining

<b>DATE</b>	<b>REASON</b>
June 27, 2009	Section 2(c)(2) Collective Bargaining
August 10, 2009	Section 2(c)(2) Collective Bargaining
September 28, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(6) Sale or Lease of Real Estate
December 14, 2009	Section 2(c)(2) Collective Bargaining
January 11, 2010	Section 2(c)(2) Collective Bargaining
January 25, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate
February 8, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(6) Sale or Lease of Real Estate
February 22, 2010	Section 2(c)(2) Collective Bargaining
April 5, 2010	Section 2(c)(2) Collective Bargaining
April 26, 2010	Section 2(c)(6) Sale or Lease of Real Estate Section 2(c)(2) Collective Bargaining
June 28, 2010	Section 2(c)(1) Personnel
September 27, 2010	Section 2(c)(1) Personnel
November 8, 2010	Section 2(c)(5) Purchase or Lease of Real Estate
November 22, 2010	Section 2(c)(2) Collective Bargaining
March 28, 2011	Section 2(c)(2) Collective Bargaining
May 9, 2011	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
June 13, 2011	Section 2(c)(2) Collective Bargaining
July 11, 2011	Section 2(c)(1) Personnel
August 8, 2001	Section 2(c)(5) Purchase or Lease of Real Estate
December 19, 2011	Section 2(c)(5) Purchase or Lease of Real Estate
May 29, 2012	Section 2(c)(2) Collective Bargaining
August 17, 2012	Section 2(c)(1) Personnel
October 10, 2011	Section 2(c)(5) Purchase or Lease of Real Estate
November 8, 2012	Section 2(c)(1) Personnel
December 10, 2012	Section 2(c)(1) Personnel
December 17, 2012	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
February 25, 2013	Section 2(c)(29) Meet with External Auditors Section 2(c)(2) Collective Bargaining
July 22, 2013	Section 2(c)(5) Purchase or Lease of Real Estate
September 23, 2013	Section 2(c)(12) Settlement
November 12, 2013	Section 2(c)(1) Personnel Section 2(c)(5) Purchase or Lease of Real Estate
December 9, 2013	Section 2(c)(11) Potential Litigation Section 2(c)(1) Personnel
December 16, 2013	Section 2(c)(11) Potential Litigation Section 2(c)(1) Personnel
January 27, 2014	Section 2(c)(12) Settlement

<b>DATE</b>	<b>REASON</b>
	Section 2(c)(2) Collective Bargaining
February 10, 2014	Section 2(c)(2) Collective Bargaining
March 24, 2014	Section 2(c)(2) Collective Bargaining
April 7, 2014	Section 2(2)(11) Litigation
June 23, 2014	Section 2(c)(11) Litigation Section 2(c)(2) Collective Bargaining
July 7, 2014	Section 2(c)(1) Personnel
July 28, 2014	Section 2(c)(1) Personnel Section 2(c)(11) Litigation Section 2(c)(6) Sale or Lease of Real Estate Section 2(c)(5) Purchase or Lease of Real Estate
August 11, 2014	Section 2(c)(5) Purchase or Lease of Real Estate
September 15, 2014	Section 2(c)(11) Litigation

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of Asia, LLC, d/b/a Asia, located at 407 N. Hershey Rd., requesting an RAS 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:** Recommend that an RAS liquor license for Asia, LLC, d/b/a Asia, located at 407 N. Hershey Rd., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) the application be reviewed by Mr. Liu's attorney and 2.) floor plan be provided prior to the Council's November 24, 2014 meeting.

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

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



**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing in order to hear the application of Asia, LLC, d/b/a Asia, located at 407 N. Hershey Rd., requesting an RAS 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 Mike Liu, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. He noted that this application had also appeared on the Commission's October 14, 2014 meeting agenda. Mike Liu, owner/operator and Applicant's representative, addressed the Commission. The business plan was to open a restaurant and serve alcohol with dinner.

Mr. Liu noted that this was his second application. He had attended Heartland Community College's BASSET, (Beverage Alcohol Sellers and Servers Education and Training), class which had been held on November 3, 2014. The restaurant's planned opening was the end of November.

Commissioner Renner noted that Asia's location had formerly operated as Ming's Restaurant. Mr. Liu noted that the restaurant offered a dining area with a small bar. He restated his hope to be granted a liquor license. Asia would offer Asian cuisine. It would be a formal dining restaurant.

Commissioner Tompkins noted that Mr. Liu had been encouraged to fine tune his application. Mr. Liu stated that Asia's floor plan would be the same as Ming's Restaurant. He had reached out to the former owner and requested a copy of the restaurant's floor plan. He had also called the realtor. He had tried to obtain the document. He restated that there would be no changes to the building's interior.

Commissioner Tompkins noted that items on the Questionnaire lacked a proper answer. Mr. Liu had worked with Lyndel Armstrong, attorney/CPA, (Certified Public Accountant), regarding the application.

Commissioner Renner believed that there were inconsistent answers.

Commissioner Jordan questioned if Mr. Liu had consulted with an attorney. Mr. Liu informed the Commission that his attorney had reviewed the application.

Commissioner Jordan questioned the bar area. Mr. Liu informed the Commission that the bar had three (3) stools and served as the restaurant's service bar.

Commissioner Jordan noted that Mr. Liu had purchased the building.

Commissioner Tompkins questioned the Emergency Call-in Sheet. Mr. Liu stated that staff interviews were being conducted.

Motion by Commissioner Jordan, seconded by Commissioner Renner to recommend to the Council that an RAS liquor license for Asia, LLC, d/b/a Asia, located at 407 N. Hershey Rd., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) the application be reviewed by Mr. Liu's attorney and 2.) floor plan be provided prior to the Council's November 24, 2014 meeting.

Ayes: Commissioner Jordan and Renner.

Nays: Commissioner Tompkins.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on October 27, 2014 in accordance with City Code. In accordance with City Code, approximately thirty-seven (37) courtesy copies of the Public Notice were mailed on October 27, 2014. In addition, the Agenda for the November 4, 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:** New liquor license would be created. Annual fee for an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Schmidt, seconded by Alderman Painter that an RAS liquor license for Asia, LLC, d/b/a Asia, located at 407 N. Hershey Rd., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) the application be reviewed by Mr. Liu's attorney and 2.) floor plan be provided prior to the Council's November 24, 2014 meeting.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 3 and the East ½ of Lot 2, Block 1 of Camp Iroquois, from Donald William Davisson to Donald William Davisson & Sue Ann Davisson, Co-Trustees of the Bill Davisson Trust dated October 8, 2014

**RECOMMENDATION/MOTION:** Recommend 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 October 2014. The septic system appears to be functioning normally, and was pumped at this time. The property does not have a basement, only a small crawl space. Outlet baffle has a good amount of corrosion. Over half the sand filter system is located under the driveway. 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 \$529.60 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Income (50100140 - 57590). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 146.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

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

**Motion by Alderman Schmidt, seconded by Alderman Painter 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, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Lake Bloomington Lease Transfer Petition for Lot 17, Block 5 of Camp Kickapoo, from Tilio Giacobassi Declaration of Trust dated October 23 1997, Tilio Giacobassi, Trustee to Martha E. Giacobassi Trust dated November 13, 2013, Martha Giacobassi, Julie Ann Giacobassi, and Michael John Giacobassi, Trustees

**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 June 2014. The septic system appears to be functioning normally, and was pumped. The age of the sewage disposal system is over fifty-nine (59) 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. This property will be used seasonally.

**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, (\$0.15 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$106.67 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Income (50100140 - 57590). Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

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

**Motion by Alderman Schmidt, seconded by Alderman Painter that the Lake Lease Transfer be approved and 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, Hauman, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

City Council Request for Reconsideration of Resolution Adoption and Agreements.

**Mayor Renner introduced this item. The Resolution Authorizing the Purchase of Lots 47 & 48 in the Empire Business Park and a Cooperation Agreement with Central Catholic High School had been passed by the Council at their November 10, 2014 meeting by a five to four (5 – 4) vote. Concerns had been raised and the documents were not**

executed. An alderman who voted on the prevailing side could make a motion to reconsider. He hoped to handle this item expeditiously.

Alderman Fruin made brief comments. He stated that there were no back room deals. He explained why he had voted on November 10, 2014 and explained why he would recuse himself this evening.

Alderman Lower requested a point of order. He believed that under Robert's Rules a motion to reconsider should be made at the same meeting.

Angela Fyans-Jimenez, Deputy Corporation Counsel, addressed the Council. A motion to reconsider is made at the Council's next regularly scheduled meeting.

Alderman Fruin stated that he took the role of alderman seriously. He cited the community conversation regarding this item. He did not recuse himself at the November 10<sup>th</sup> meeting. He noted the City's Corporation Counsel Office's opinion that conflict of interest involved ownership/management authority. Central Catholic High School, (CCHS), use of this land was limited to three percent (3%) of the time. CCHS' Board was advisory only. All authority rested with the Peoria Diocese. He cited his forty-five (45) year involvement with CCHS. He believed that this fact was well known in the community. His bio listed this relationship which has been placed on the City's web site for over seven (7) years. He explained his prior judgment. He planned to recuse himself due to the belief that there was a conflict of interest.

Alderman Fruin left the dais at 7:19 p.m.

Motion by Alderman Painter, seconded by Alderman Schmidt that the Council reconsider the approval of the Resolution and agreements passed on November 10, 2014.

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

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

Nays: Alderman Lower.

Motion carried.

David Hales, City Manager, informed the Council that there were three (3) options: 1.) approve; 2.) disapprove or 3.) some other actions.

The following was presented:

City Council Action on Reconsideration of Resolution and Agreements Authorizing the Purchase of Lots 47 & 48 in the Empire Business Park Preliminary Plan Utilizing a \$750,000 State Legislative Grant, Enter into a Purchase Agreement with FOB Development, Inc., and a Cooperation Agreement with Central Catholic High School.

**Alderman Lower expressed his disagreement with Alderman Fruin's comments. He did not believe that Alderman Fruin had to recuse himself. Senator Bill Brady had provided the City with a grant for a park. The lease with Central Catholic High School, (CCHS), was a secondary issue. He did not understand the reconsideration of this item.**

**Mayor Renner informed the Council that he had contacted the Attorney General's Office regarding conflict of interest.**

**Alderman Black cited feedback from his ward. This grant should make the community better and be targeted to one area of the City. The Council needed to find a better way to spend these dollars to benefit the community.**

**Mayor Renner read from the Council packet. These funds did not have to be spent on McGraw Park. It was designated for parks and trails.**

**Alderman Hauman requested clarification. She questioned if the City had exhausted all options to use these dollars.**

**Mayor Renner noted that the City had reach out to the Department of Commerce and Economic Opportunity, (DCEO). These funds must be used for parks and/or trails. He questioned the Council's priorities.**

**Alderman Hauman questioned timing.**

**David Hales, City Manager, addressed the Council. City staff had reached out to DCEO officials. If these funds were not used to purchase land, it could be directed towards different parks' projects. DCEO was prepared to issue a contract which would be binding.**

**Mayor Renner stated that initially these dollars were earmarked. At this time, they were a grant.**

**Alderman Mwilambwe noted that McGraw Park was located in his ward. He cited the initial vote. He had heard from constituents on both sides of the issue. He noted the media arguments. The root of the problem was everyone having the information at the right time. Additional information has surfaced since the initial vote. He also cited the initial assumption that land belonging to the Central IL Regional Airport would no longer be available. In the end, there was too much information and too many people talking. The issue for him was creditability. He noted the people's trust in their government. He needed to distance himself from this issue as he did not have a full understanding. The Council was now considering different projects. He addressed McGraw Park. All of the people involved needed to be in the same room. He stated that the information kept changing. The City needed to move beyond.**

**Alderman Painter stated that her initial vote was based upon the information available. Additional information had come to light. Citizens' concerns needed to be addressed.**

**Alderman Stearns did not believe that anything had changed. This item involved public funds. The grant was already funded. She cited the state's debt and mismanagement. She believed that these dollars should be returned to the taxpayers. She cited principal – this was the public's money. It should be spent on a public purpose. The public should have access to and use of. CCHS was a parochial school. She questioned giving these funds to a school. She believed that there were other uses. The issue involved trust. She did not plan to change her vote as there were a number of things she found troubling.**

**Mayor Renner cited the fact that the Council had met in Executive Session to address this issue. These minutes could be released after this issue is resolved.**

**Alderman Sage questioned the impact of an affirmative vote.**

**Alderman Stearns raised a point of order. Angela Fyans-Jimenez, Deputy Corporation Counsel, addressed the Council. She noted that Alderman Fruin had recuse himself and left the dais.**

**Alderman Lower questioned the impact of an Attorney General's Office ruling.**

**Mayor Renner stated none. An Alderman who voted on the prevailing side had made the motion to reconsider. An affirmative vote was to deny.**

**Motion by Alderman Black, seconded by Alderman Schmidt that the Resolution and Agreements Authorizing the Purchase of Lots 47 & 48 in the Empire Business Park Preliminary Plan Utilizing a \$750,000 State Legislative Grant, Enter into a Purchase Agreement with FOB Development, Inc., and a Cooperation Agreement with Central Catholic High School be denied.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, and Black.**

**Nays: None.**

**Motion carried.**

**Alderman Fruin returned to the meeting at 7:41 p.m.**

**The following was presented:**

**City Council Consideration/Discussion of Alternative Proposals for Utilizing a \$750,000 State Legislative Grant.**



Mayor Renner opened a discussion regarding capital projects involving parks and/or trails. He welcomed feedback from citizens.

Alderman Schmidt questioned the City's out reach efforts. She questioned if this grant would be used for a single project or multiple projects.

Angela Fyans-Jimenez, Deputy Corporation Counsel, addressed the Council. Jeff Jurgens, Corporation Counsel, had reviewed these documents. She was not familiar with same.

David Hales, City Manager, addressed the Council. He expressed his belief that the Council could make a determination. He cautioned that time was of the essence. The City needed an executed contract which would be signed by Governor Quinn. The Department of Commerce and Economic Opportunity (DCEO) was willing to work with the City. This contract could be stopped as Governor Quinn's term was almost expired. The City needed to consider projects that could be completed quickly. There was a one (1) year time line. Existing infrastructure could be repaired. The Town of Normal received a \$500,000 grant which was used for a variety of projects. City staff was ready/willing to reach out to DCEO.

Bobbie Herakovich, Interim Parks, Recreation & Cultural Arts Director, addressed the Council. This grant should be used to benefit all. The first and highest use for these dollars would be expansion of an existing park. She encouraged the Council to look at other parks. She restated that the purchase of park land was the highest benefit for these dollars. She addressed the Parks Master Plan which was a guiding document.

Mayor Renner requested that hardcopies of this Plan be provided to the Council.

Ms. Herakovich addressed Constitution Trail and land acquisition for same. She was cognizant that \$750,000 was not a lot money to purchase land. Each project needed to be definable/doable in two (2) years. She cited a dog park. The sports park was too expensive. She also cited capital improvement needs. Land acquisition could address gaps in Constitution Trail. Miller Park had failing infrastructure, (i.e. roads and storm water issues). Prairie Vista's cart paths were in need of repair. The Lincoln Center parking lot also needed repair. These represented high needs.

Ms. Herakovich restated that land acquisition should be the first priority. Land was the longest lasting. The Parks Master Plan should be used as a guide. She added that Council approval(s) also required DCEO approval. These funds should be used to benefit the residents.

Mayor Renner cited trail extension along Sugar Creek. Ms. Herakovich questioned the City's ability to complete same. She did not believe that there was a survey.

Mayor Renner suggested that the Council review the Parks Master Plan and hold a Work Session.

Mr. Hales reminded the Council that the December meetings would be held on December 8<sup>th</sup> and 15<sup>th</sup>. He questioned scheduling a special meeting. The Council needed to vote on this item in December, (i.e. short time frame). Extensions to Constitution Trail would involve engineering, design and land acquisition. Constitution Trail was also in need of repair. The Parks Master Plan would be distributed to the Council.

Alderman Lower encouraged the Council to consider existing infrastructure, (i.e. storm water runoff).

Alderman Sage recommended that the Council review the Parks Master Plan's System Wide Priorities before continued conversation. He specifically cited page 81, which addressed playground renovations. Under Parcel Development, four (4) parks were listed. He also directed the Council to page 82 which contained comments regarding other parks. Final recommendations addressed expansion of Constitution Trail. The Plan also noted constraints.

Alderman Mwilambwe noted that the process was being updated. He questioned when the Parks Master Plan had been updated.

Ms. Herakovich stated that 3D Design updated the Parks Master Plan in 2010. The process included focus groups, evaluation of City parks and the parks system, no dollars were assigned, and subjects were identified. There also was a needs assessment.

Mr. Hales added that there was a written survey.

Alderman Mwilambwe noted the City's Indian community and their request for a cricket field. This did not seem to be a priority. Ms. Herakovich stated that this item would involve land acquisition. Alderman Mwilambwe noted their contribution to the community. This group had waited fifteen (15) years. Eventually the City had to do something.

Alderman Stearns addressed infrastructure, (i.e. Mille Park roads/curbs). The City needed to repair/maintain existing parks. She also cited Constitution Trail. There was a land ownership issue. The City needed to establish ownership.

The following was presented:

SUBJECT: Adoption of the 2014 Tax Levy for \$23,719,066 as estimated

**RECOMMENDATION/MOTION:** Recommend that 2014 Tax Levy be approved, in the amount of \$23,719,066, and the Ordinance passed.

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

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

**BACKGROUND:** There are three (3) components of the property tax formula that affect an increase or decrease in a homeowners property taxes. The dollar amount requested by the City or any of the other overlapping tax districts, the amount of the final Equalized Assessed Value (EAV) which is one third of the properties assessed value, and the tax rate that is generated by dividing the dollar amount by the EAV:

$$\text{Tax formula:} \quad \frac{\text{Dollar Levy}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its tax levy based on a *preliminary* EAV which is an estimate and subject to the appeals process. The Final EAV is completed by January 1, 2014. The tax rate generated is later applied to individual property owner's tax bill on April 1, 2014 and bills are sent out on May 1<sup>st</sup>.

2014 Tax formula Estimate	<u>\$23,719,066</u>	1.3157%
(Preliminary EAV):	\$1,802,822,457	

This year the City's tax levy estimate is \$23,719,066, (*the Council was provided with Exhibit 1 for the tax levy break out by component*), which appears to result in a lower tax rate than last year. Depending on what happens to the City's final EAV homeowner's could receive a slight decrease in property taxes levied by the City. (*The Council was provided with Exhibit 2 for estimated impact to individual homeowners.*)

Expenditures related to the property tax levy are primarily related to pension funding and operating costs for public safety and the Bloomington Public Library.

**COUNCIL COMMITTEE BACKGROUND:** A preliminary discussion of the 2014 Tax Levy was held at the October 20, 2014 Committee of the Whole meeting and the estimated 2014 Tax Levy was presented at the October 27, 2014 Council Meeting which were both public meetings.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Information was presented at two (2) public meetings.

**FINANCIAL IMPACT/ANALYSIS:** The Council adopted the Tax Levy last year with only a slight increase for the Public Library of \$33,233 for a final levy of \$23,219,066. The City Manager and Finance Director recommended the Council adopt the Tax Levy estimate of \$23,719,066 which increases the overall levy by \$500,000. *This increase will be solely dedicated to fund the Police and Fire Pensions.*

Staff has created two (2) exhibits. Exhibit 1 depicts the recommendations and allocation for the 2014 Tax Levy. Exhibit 2 is the estimated impact to the taxpayer.

Respectfully submitted for Council consideration.

Prepared by: Carla Murillo, Budget Manager  
Reviewed by: Patti-Lynn Silva, Finance Director  
Legal review by: Jeffrey R. Jurgens, Corporation Counsel  
Recommended by:

David A. Hales  
City Manager

**ORDINANCE 2014 – 109**

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2014 AND ENDING APRIL 30, 2015 FOR THE CITY OF BLOOMINGTON**

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

Section One. (a) The sum of Twenty-three Million, Seven Hundred Nineteen Thousand and Sixty Six dollars (\$23,719,066) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2014 and ending April 30, 2015, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2014 and ending April 30, 2015 as passed by the City Council of said City at its regular meeting held on the 28<sup>th</sup> of April, 2014, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation “Amount to be raised by Taxation”, the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

**CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS**

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2014 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I. General Corporate Purposes	\$1,287,233
II. Police Protection Fund	\$1,354,421
III. Fire Protection Fund	\$1,183,228
IV. Public Parks	\$1,001,415
V. Fire Pension Fund	\$4,196,000
VI. Police Pension Fund	\$4,008,000
VII. Illinois Municipal Retirement Fund	\$2,502,907
VIII. FICA Taxes Fund	\$1,459,009
IX. General Bond and Interest	\$2,180,143
X. Public Library Fund	\$4,546,710
Total	\$23,719,066

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the

appropriate tax books for the fiscal year of said City beginning May 1, 2014 and ending April 30, 2015.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$23,719,066.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

PASSED this 24<sup>th</sup> day of November, 2014.

APPROVED this 25<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Mayor Renner introduced this item.**

**Alderman Sage reiterated that the Tax Levy would see a slight increase but the amount paid by the taxpayer would see a slight decrease.**

Mayor Renner cited the needs of Police and Fire Pension Funds. He also cited the growth in EAV, (Equalized Assessed Value), due to construction. The Council was committed to holding the line on property taxes.

Alderman Stearns was not sure about the City’s EAV. She cited the Board of Review process which was ongoing. If the Council held the line on property taxes, then property taxes would be going down. It appeared that City staff wanted more money to run the City. In her opinion, the City had a spending problem.

Motion by Alderman Schmidt, seconded by Alderman Painter that 2014 Tax Levy be approved, in the amount of \$23,719,066, and the Ordinance passed.

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

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

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Abatements of Debt Service for the 2014 Tax Levy

**RECOMMENDATION/MOTION:** Recommend that the Resolutions for the Abatement of \$8,586,896.91 of property taxes for the 2014 Tax Levy for debt service payments be 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 services

**BACKGROUND:** The adoption of the following Resolutions are required to abate property tax for debt service the City intends to pay from funding sources other than property tax revenue. The City’s bond ordinances secure issued debt with property tax revenue; unless sufficient funds are available elsewhere to secure the debt. This covenant which guarantees payment to investors increases the marketability of City bonds and reaps a lower interest rate on debt service payments. Council action is required to abate the Bond & Interest portion of the tax levy which must be filed with the County Clerk’s Office. Staff recommends abating \$8,586,896.91 of the 2014 Tax Levy for annual debt service whereas the City has funds set aside to cover this balance.

	Current Levy Amount as per County Clerk	Abated these Resolutions	Balance to be Levied for 2014
2004 Multi-Purpose Bond	\$1,156,652.91	\$1,156,652.91	

	<b>Current Levy Amount as per County Clerk</b>	<b>Abated these Resolutions</b>	<b>Balance to be Levied for 2014</b>
PBC Lease	\$1,148,685.00	\$1,148,685.00	
2005 GO Bond	\$741,348.00	\$741,348.00	
2007 GO Bond	\$275,725.00		\$275,725.00
2009 GO Bond	\$118,400.00		\$118,400.00
2011 GO Bond	\$1,261,875.00	\$1,261,875.00	
2012 Taxable GO Bond	\$2,408,761.50	\$1,786,193.50	\$662,568.00
2013A Refunding Bond	\$1,163,450.00		\$1,163,450.00
2013B & 2013C GO Bonds	\$1,159,050.00	\$1,159,050.00	
2014A & 2014B Bonds	\$1,333,092.50	\$1,333,092.50	
<b>Total</b>	<b>\$10,767,039.91</b>	<b>\$8,586,896.91</b>	<b>\$2,180,143.00</b>

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The City will abate \$8,586,896.91 in annual debt service and levy only \$2,180,143 in the 2014 Property Tax Levy or approximately twenty percent (20%) of total annual debt service. The City has historically abated similar balances and levied \$2,180,143 for debt service for the last seven (7) years.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

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

Legal review by: Kyle Harding, Chapman & Cutler

Recommended by:

David A. Hales  
City Manager

(RESOLUTION NO. 2014 – 61 ON FILE IN CLERK’S OFFICE)



**RESOLUTION NO. 2014 - 62**

**A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE PARKING GARAGE**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 - 121 and Ordinance No. 2003 - 125 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the "Lease" with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001 and December 22, 2003; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2014, payable in year 2015 to make rental payments due under the Lease; and

WHEREAS, although the City levied \$1,148,685 for the year 2014 to make payments due under the Lease in 2015, the amount of the City's rental payment due under the Lease in 2015 is \$719,509; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay such rental payment.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2014, payable in 2015 of \$1,148,685 on account of the Lease is hereby abated in its entirety, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2014.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 24<sup>th</sup> day of November, 2014.

APPROVED this 25<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Mayor Renner introduced this item.**

**David Hales, City Manager, addressed the Council. The Council was required to abate debt service or it would be added to the Tax Levy. The City will use available General Fund dollars to address this debt not the property tax. This action needed to be taken annually. He cited the assistance of the City's bond counsel, (Chapman & Cutler).**

**Motion by Alderman Painter, seconded by Alderman Black that the Resolutions for Abatement of \$8,586,896.91 of property taxes for the 2014 Tax Levy debt service payments be adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT: Presentation of the FY 2014 Comprehensive Financial Annual Report (CAFR) as Audited**

**RECOMMENDATION/MOTION: Presentation only.**

**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.**

The production of the City's annual financial statements and completion of the annual audit process by a qualified independent entity outside the City provides assurance of the City's financial status and internal control framework.

**BACKGROUND:** The City's CAFRs for both the City and the US Cellular Coliseum were issued on October 30, 2014, by Sikich LLP, an independent audit firm who provided an unqualified or "clean" opinion on both sets of financial statements. An unqualified opinion means the financial statements have been audited to gain reasonable assurance that the financial statements are presented fairly in all material respects.

Sikich conducts its annual audits in accordance with auditing standards generally accepted in the United States of America and standards issued by the Comptroller General of the United States.

The CAFRs are posted on the City's website on October 31<sup>st</sup> and subsequently, hardcopies documents were also provided to Council members.

Other reports: Several other documents are also issued as a result of the audit. These items include the federal Single Audit and TIF (Tax Increment Financing) financial and compliance reports. Copies have been or will be forwarded to the Council. As noted in the City's CAFR, our auditors rely on audits conducted by other auditors for various component units or related entities that must be incorporated in the City's financial statements.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** An unqualified audit opinion is a major factor in maintaining the City's credit rating.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Mayor Renner introduced this item.**

**David Hales, City Manager, addressed the Council. He recognized the efforts of Paulette Hurd, Chief Accountant. Ms. Hurd was responsible for the City's financial statements. She also checked internal processes. He cited the time commitment.**

**Mr. Hales introduced Chad Lucas, Sikich partner. This was Sikich's seventh (7<sup>th</sup>) audit. All of the reports had been placed on the City's web site.**

**Chad Lucas, Sikich partner, addressed the Council. He extended his appreciation to the City's Finance Department staff. He noted their responsiveness. He planned to present a brief overview. He noted that the City's Comprehensive Annual Financial Report, (CAFR), and the City's filing for a GFOA (Government Finance Officers Association), Certificate of Achievement, meant that the City went above and beyond the basics. The City also included financial trend information.**

**Mr. Lucas pointed out that the independent auditor's opinion was clean, "unmodified". He encouraged the Council to read the Management Discussion/Analysis. He noted the CAFR's first section which included bullet points that addressed financial highlights. He noted the impact of the bond issues. He also addressed the City's Enterprise Funds.**

**Mr. Lucas informed the Council that the City needed to give consideration to future accounting pronouncements. Pension funding would be included in the CAFR in 2016, (GASB/Government Accounting Standards Boards 67/68). Pension funding would become a liability on the City's financial reports.**

**Mr. Lucas addressed the single audit for federal expenditures. There was an instance of noncompliance. It was a reporting issue. The City had not obtained HUD, (Housing Urban Development), approval. The US Cellular Coliseum's audit was included. This was a separate report. An unmodified opinion had been given. Finally, he addressed the Management Letter section.**

**Alderman Stearns had questions. She noted that the CAFR was on time. She requested to contact Mr. Lucas via email.**

**Mr. Hales requested that the Council direct its questions first to Patti-Lynn Silva, Finance Director and/or Paulette Hurd, Chief Accountant.**

**Alderman Stearns noted past meetings between the Council and Mr. Lucas. Mr. Hales believed these meetings were held prior to the audit.**

**Mr. Lucas recalled interviews and conversations with various individuals. These meetings addressed fraud, risk, etc. He added that this year Sikich staff met with the Mayor.**

**Mayor Renner noted that if there was a specific issue to schedule a meeting.**

**Alderman Black thanked Mr. Lucas for the presentation. He highlighted internal control deficiencies.**

**Mr. Hales expressed indebtedness to the Council. He cited the Tyler Munis software. City staff continued to address internal controls. Six (6) items had been addressed. City staff would review the remaining items. The goal was to resolve all of them by the end of the fiscal year. Improvement would be made. City staff would need to perform a cost/benefit analysis regarding segregation of duties.**

**Alderman Mwilambwe questioned the budget and plans for process improvement. He believed that there would be an internal auditor position.**

**Mr. Hales informed the Council that an Request for Proposal (RFP) had been issued. City staff would present the Council with a recommendation. This role would address fraud and risk assessment. This item should appear before the Council in December. The Council would be presented with an Action Plan.**

**CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He informed them that the Turkey Trout would be held on Thanksgiving, November 27, 2014 at 8:00 a.m. at Miller Park. The Parks, Recreation & Cultural Arts Department was still in need of volunteers.**

**Mr. Hales informed the Council that Les Siron had been named Interim Fire Chief. An internal search was planned. Interviews would be held in December.**

**Mr. Hales added that Patti-Lynn Silva, Finance Director, had been involved with the audit. She reviewed the final documents including the recommendations for improvement.**

**He wished those present a Happy Thanksgiving.**

**MAYOR'S DISCUSSION: Mayor Renner informed those present that the holiday tree lighting ceremony would be held at Withers Park on Friday, December 5, 2014. Alderman Schmidt would attend same. He would be out of town to accept a Pension Funding Award.**

**He wished those present a Happy Thanksgiving.**

**ALDERMEN'S DISCUSSION: Alderman Lower noted that the Home Sweet Home Mission located at 303 E. Oakland Ave., was located in his ward. This agency's efforts at Thanksgiving time was something the City should be proud of.**

**Motion by Alderman Mwilambwe, seconded by Alderman Hauman, that the meeting be adjourned. Time: 8:22 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**

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## **COUNCIL RETREAT**

**November 7, 2014**  
**The Den at Fox Creek**

Council present: Aldermen Kevin Lower, David Sage, Mboka Mwilambwe, Judy Stearns, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman and Jim Fruin, and Mayor Tari Renner.

City staff present: David Hales, City Manager, Stephen Rasmussen, Asst. City Manager, Sue McLaughlin, Interim Asst. City Manager, Brendan Heffner, Police Chief, Les Siron, Acting Fire Chief, Emily Bell, Human Resources Director, Scott Sprouls, Information Services Director, Jim Karch, Public Works, Director, Tom Dabareiner, Community Development Director, Jeff Jurgens, Corporation Counsel, Patti-Lynn Silva, Finance Director, Brett Leuschen, Interim Water Director, Georgia Bouda, Library Director and Tracey Covert, City Clerk.

Additional staff present: Tina Salamone, Performing Arts Manager, Austin Grammer, Economic Development Coordinator, Nora Durkowitz, Communication Manager, Alex McElroy, Asst. to the City Manager, and Beth Oakley, Executive Asst.

Others present: Lynn Montei, Montei Associates, facilitator, Keith Sommer, State Representative.

### **AGENDA**

Welcome, Opening Remarks – Mayor Renner

Remarks – David Hales, City Manager

Get acquainted/connection exercise

Retreat Outcomes & Agenda

Dialogue with Department Directors

- Expression of Past Year's Accomplishments

- Conversation on Organizational/City Council Shared Values

- Process for Addressing Citizen Services/Needs (Alderman/Director communications)

Clarity and Formulation of Council Purpose (Mission)

- Two new members have joined the Council since the last retreat. Review the purpose conversation from the last retreat and improve a proposed Council purpose statement.



## Vision Dialogue

Review 11 high-level vision categories identified at the last retreat. These will serve as a framework for the Mayor and Council conversation about the City of Bloomington vision for the future. Begin crystallizing the City of Bloomington Vision for 2020 and High-Level Goals for the Year 2016.

## Evaluate the Day, Plan for Day Two and Adjourn

Mayor Renner called the Retreat to order at 2:20 p.m.

Mayor Renner made opening remarks. He cited change, transition and transparency. Mayoral Open Houses had seen limited attendance. He cited his open door policy. The City had received a transparency award from the IL Policy Institute for its website. The goal was to receive 100 points from same. Information was available on the Internet. The Council passed a transparency ordinance. The culture change meant that the City was more responsive to citizens. He noted staff turnover which had been for a variety of reasons. New staff had been hired which brought new ideas/energy. He cited legal counsel/services as an example. Contract language had been improved. He applauded those who had helped. He still wanted additional change, responsiveness was key. Progress had been made.

He addressed the budget. There had been challenges. He cited the Pension Funding Policy. The Council needed to establish priorities and be clear where the dollars would go – service delivery. The majority of the budget went to Police, Fire and Public Works. Council needed to make a judgment regarding where budget dollars went. He cited Priority Based Budgeting and his interest in same. The City had been offered free consultant services from the university environment.

He cited economic development successes, (i.e. RR Donnelly, Rt. 66 Visitor's Center, Downtown Plan, etc.) There was investment interest in the Downtown. A Downtown hotel represented a single piece. He cited a \$40 million investment in the Downtown which would be one of the largest private investments in same. He noted tourism dollars from the Rt. 66 Visitor's Center. Signage would be needed in the City, Town of Normal and along the Interstates.

District 87 might support surgical TIF, (Tax Increment Financing), Districts which would increase property values, (i.e. redeveloped of the former Electrolux located at 807 N. Main St.).

The City was on the move. He thanked David Hales, City Manager and Lynn Montei, Lynn Montei Associates, for their efforts regarding the retreat.

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

Alton Franklin, 508 Patterson Dr., addressed the Council. He cited budget priorities and team building in order to do what needed to be done. There had been too much talk which had delayed action.

He expressed his appreciation to Alderman Stearns for her service to the City.

Keith Sommer, State Representative, addressed the Council. It was an honor to serve and he was present to learn more about the City.

David Hales, City Manager, addressed the Council. He informed them that Sue McLaughlin, Interim Asst. City Manager, would be relocating to the Aurora area. He expressed his appreciation to her for her service to the City. Ms. McLaughlin would assist with the transition to Steve Rasmussen, Asst. City Manager. He provided background information regarding Mr. Rasmussen.

Alderman Lower arrived at 2:37 p.m.

Mr. Hales introduced the following new staff members: Austin Grammer, Economic Development Coordinator, Tom Dabareiner, Community Development Director, Nora Durkowitz, Communications Manager, and Les Siron, Acting Fire Chief. He added that this was the first retreat for Aldermen Painter and Hauman.

Mr. Hales cited this year's accomplishments. He noted new personnel who had brought new ideas and experiences. There had been process changes related to the culture change. There was a foundation to move forward. His goal was to make Bloomington the best performing city in the state. It was critical to update and refine the City's Mission, Vision and Values. It was critical for the Council to set priorities. Key questions needed to address direction and priorities. City staff needed clarity. In the next decade, there was an opportunity to make a difference. Council/department heads/employees needed to create unity/teamwork. This was a work in progress. The new staff members provided the opportunity for unity. Council was critical to this goal. Council needed to articulate where the City was headed. He cited the Comprehensive Plan as a critical tool.

He introduced Lynn Montei, Lynn Montei Associates. He provided background information and her history working with the City.

## OUTCOMES

Ms. Montei noted a pre retreat held with the Directors. She noted the number of new staff members. There were new and seasoned employees. The organization and elected body would interact and navigate themes/topics. The hope was that there would be integrated understanding. There would be discovery work. The retreat had been designed based upon the Council interviews. Hopes for the retreat included a commitment to a quality experience.

*(See Desired Outcomes flip chart.)*

Ms. Montei explained the Past Year's Accomplishments exercise. This exercise was addressed at the table level which would be followed with a reporting by table. Participation was important.

Ms. Montei reviewed the agenda and noted that there were two (2) more components to Dialogue with Department Directors. Mission would be followed by a vision dialogue. These two (2) items would be revisited and then the group would move forward. On Saturday, the Council would address setting priorities and prioritization and budget planning.

Mayor Renner informed the group that he planned to leave the Retreat to host the Mayoral Open House at City Hall. He would be absent from 4:15 – 5:45 p.m.

EXCERPT FROM THE COUNCIL RETREAT SUMMARY OF NOVEMBER 15 – 16, 2013 (handout)

*Conversation About Shared Values*

Ms. Montei stated that values were guidelines not rules. The conversation needed to give meaning. Each person needed to control their part. There were boundaries which served as guideposts. Values govern actions/behavior when the going became tough. Foundational values addressed how to be with others.

Ms. Montei introduced the Shared Value exercise. (See handout A Conversation About Shared Values.) This exercise was completed at the table level followed by a reporting by table.

Ms. Montei welcomed comments, themes, reaction, etc.

Alderman Mwilambwe cited the importance of risk taking. Employees were fearful. The Council needed to establish a safe environment where employees would take risks, be creative and achieve excellence.

David Hales, City Manager, noted that the City's culture was one of finding fault. The City had limited resources. There were unrealistic expectations. The City wanted perfection and had no tolerance for mistakes.

Alderman Black was interested in something different. Responsiveness to citizens was better.

Ms. Montei questioned if the City was a reflection of the community. She cited diversity, (i.e. Council and City staff).

Sue McLaughlin, Interim Asst. City Manager, believed that the Council needed to empower citizens and employees. There was a culture of fear. Everyone makes mistakes. Citizens needed to be engaged and have their voices heard.

Ms. Montei noted that she would prepare a synthesis of the retreat.

Mr. Hales addressed values. The Council needed to distill core values. There should not be more than six (6) of them. Two (2) key tools were training and communications.

Ms. Montei noted the overlap. The synthesis would be given to the team. It would provide guidance, clarity, suggested wording, etc. It would be reviewed by all. It would not be built upon past retreats. The Council had made progress. Ms. Montei would draft the synthesis and then work with the team.

Break: 4:25 – 4:35 p.m.

Ms. Montei noted that Process for Addressing Citizen Services/Needs would be postponed due to the Mayor's absence.

#### DEVELOPMENT OF COUNCIL PURPOSE/MISSION STATEMENT (handout)

##### Clarity/Formulation Council Purpose

Ms. Montei noted that this would be a whole group discussion. She reviewed the handout which had been prepared from the 2013 Retreat. She addressed Council purpose and questions used to develop same. She described purpose/mission as what you do and why you do it. Council observed the what/why. The handout contained a list of ideas which had not been synthesized. Key words/phrases were underlined. The City should be a place where people wanted to live. The second page of the handout listed keywords/expressions. There were two (2) categories: Lead/Steward the City and Elevate/Lift the City. There was a listing of ways under each category. The challenges could be overwhelming. Council and staff needed to find inspiration.

Ms. Montei read a draft Council Mission statement, (see handout). She introduced a small group exercise.

Alderman Sage questioned the definition of steward. Ms. Montei noted richer than management. It included accountability, quality and caring. There was a service aspect.

Alderman Fruin noted that it lack a financial element. Citizens wanted more services while paying less in taxes.

Discussion regarding the word steward which had become overused. Well being took on a holistic approach. The vision took on a long look (i.e. future generations). Consensus to keep it simple.

Mission feedback: Council mission statement would address the Council's unique role. The Council would perform their role with clarity. There was a value to the Council's particular role. It would be for internal use. It should be short and meaningful. Uplifting applied to the City. Council's unique role was cited. City staff was operational. There was a desire for a clear short statement. The Council needed to live it, see it everyday. It needed to be single and unifying.

*(See Mission Feedback flipchart.)*

Dinner break: 5:30 – 6:01 p.m.

### Process for Addressing Citizen Services/Needs

Ms. Montei addressed the City being efficient, effective and fair. Issues had been raised by the Council and Department Directors. There were service demands and revenue constraints. Ms. Montei planned to interview Ms. McLaughlin who had had the opportunity to observe. Ms. Montei would set the content. The key was balance of roles and the purpose of the Council. The Council and City staff needed to learn how to manage time, the budget and City services. The Council set policy. City staff implemented same. However, the budget impacted the ability to provide services. City staff was pressured to address Council's requests. There might be others in the service queue and limited dollars budgeted. The Council needed to remember their policy role and send citizen requests to staff. The question of fair allocation of services across the City was mentioned. City staff would report back to the City Manager and the City Manager would then report back to the Council. It was restated that the Council made policy decisions. A 3 – 1 – 1 Work Order systems was suggested. Citizen requests would be assigned to the appropriate staff level. Staff would be responsive and held accountable. There were limited dollars to serve the service requests/needs.

An Alderman's question would be shared with the entire Council. A level playing field was cited. Requests would be centralized. The Council would address/decide any budget amendments. Council's purpose was to represent their ward and the City. It was a balancing act to respect the needs of all. The Council needed to be leaders and address the structural deficit. City staff should address the day to day. Staff wanted the Council to lead, (i.e. Board of Directors). Council needed to be empowered and ready to fulfill their unique role. Council needed to trust and empower City staff to perform. There was a fear of saying no. The Council had the power to amend policy. Things changed based upon Alderman's request.

Mayor Renner expressed his interest in being responsive to citizens and resolving the issue where possible. As Mayor, there were times when he needed to bend the rules in order to do what was right. Common sense trumped the rules. He lived by principles.

Ms. Montei stated that the conversation was about the routine not the exception. She encouraged the Council to focus on routine operations of the City and the fiscal constraints.

Alderman Schmidt noted her strong and valuable relationships with constituents. Citizens wanted to speak to their Alderman. Aldermen were requesting and not expecting privileged treatment. She added that the Council had been instructed to contact the department director. She believed that this allowed the director to deploy staff.

Ms. McLaughlin noted City staff's ability to say no to an alderman. There had been a number of requests. There were dollar costs associated with each request.

Ms. Montei cited citizen's comfort levels. She encouraged the Council to encourage citizens to call the department.

Mr. Hales also addressed routine matters. Citizens might be more comfortable with their Alderman versus City staff. However, all requests should be placed in the queue. Priority should not be given to Aldermen. City staff needed to be fair and responsive to all. The City did not have the staff and could not respond to all in a timely manner. The director needed to instruct City staff regarding the response and address deployment. The City Manager and Asst. City Manager needed to be involved in troubleshooting. If citizens were not happy with the first go round, then City staff needed to look at systems/response. The goal of improved work/life balance was cited.

Mayor Renner believed that the issue was reasonableness. Some systems were working better.

Alderman Black cited the following departments: Public Works and PACE, (Planning and Code Enforcement). He understood the more routine as he had seen the process and was often able to answer the question.

It was noted that the City had educated professional staff.

Alderman Schmidt expressed her opinion that citizens did not want to know.

Mr. Hales cited a 3 - 1 - 1 Center. He addressed common sense and questioned who would decide when to break the rule or that the situation was an exception to the rule, (i.e. Mayor, Alderman, City Manager, etc.). There were systems in place which the Council needed to make use of. If the Council wanted open, transparent government, then the City's actions needed to be consistent and fair.

Brendan Heffner, Police Chief, addressed the Council. He noted that often there was a need to have historical background information. He urged the Council to be careful. The Police Department has seen the need to track data, (i.e. has the citizen called). There could be consequences, (i.e. other citizens hear about). The Council needed to be mindful. He cited the value of good historical information.

Alderman Fruin expressed his opinion that if the City enhanced its website, then the volume of routine calls would decrease.

Alderman Mwilambwe addressed the City's website. The key to a web search was the person conducting the search.

Ms. Montei noted that the conversation had occurred. There would be no resolution today. The Council and directors needed to practice being a team. A protocol should be developed which would be better than what the City currently had.

Mayor Renner cited the information exchange and shared understanding.

Ms. Montei stated that a first step would be to follow up on this evening's discussion to find a shared solution. A team of Council members and directors could be formed to work on finding a new way.

Alderman Stearns noted that each call was unique. Citizens wanted personal attention. She questioned the ability to generalize. She respected each elected officials judgment. She could not see a protocol.

Mayor Renner believed that citizens wanted to see empathy and understanding. The majority of the time issues have been resolved.

Ms. Montei readdressed a process with guidelines. The first step would be to listen and take each citizen seriously.

Alderman Sage noted staff's stress level; the Council did not see the hows. He did not want to lose sight of this conversation.

Ms. Montei addressed next steps.

Mr. Hales expressed support for a small group (Council/Director). Protocols for the routine and the extreme needed to be updated/created.

Ms. Montei noted that guidelines/processes were needed.

Alderman Stearns left the meeting at 7:00 p.m.

Ms. McLaughlin cited the importance of being a team. Staff believed that it would be okay to tell Council no. There was a void between the two (2) groups.

Alderman Schmidt expressed her interest in a 3 - 1 - 1 system. Anyone would be able to check on the status.

Scott Sprouls, Information Services Director, informed the Council that a work order system was part of Munis Phase 4. He believed that the City had an interim solution.

Mayor Renner stated the value of the truth. The issue was responsiveness.

*(See Citizen Inquiry flipchart.)*

Mr. Hales stated that priorities needed to be set, and realistic expectations established based upon resources.

Break: 7:10 – 7:15 p.m.

#### DEVELOPMENT CITY VISION AND HIGH LEVEL GOALS FOR FUTURE TARGET YEAR (handout)

##### *Vision Dialogue*

Ms. Montei noted that the handout was developed a year ago. It was a vision for the future. There were eleven (11) categories. She noted the overlap. She had created seven (7) categories. They would be used as part of the discussion regarding priorities. She reviewed the seven (7) categories which would serve as a framework.

From the Council's brainstorming session, ideas were assigned to the seven (7) categories. She reviewed same. The framework would be used to identify priorities/accomplishment in 2016. There would be multiple vision statements. At the Saturday, November 8, 2014 session, the Council would create goals and prioritize same.

Alderman Sage addressed Priority Bases Budgeting (PBB) which identifies public safety as a category. The Downtown/Rt. 66 Visitor's Center was unique. This might be included under Local Vibrant Economy or Healthy Livable Neighborhoods. He believed that there should be six (6) not seven (7) categories.

Ms. Montei cited community preference and prioritization by expenditure level. She noted strides in the Downtown and believed that there was still more to do. This handout would be used at tomorrow's session.

Alderman Hauman expressed her interest in discussing this item with the staff.

Mr. Hales added his opinion that public safety needed to be included. He cited response times. He noted the report which addressed needed improvements to the various fire stations. He cited the cost of same. A key question addressed result measurements. Finally, there was fiscal policy/resource allocation.

Alderman Black believed that public safety could be included in Healthy, Livable Neighborhoods. He questioned PBB. He specifically cited what questions would be asked.

Ms. Montei stated that integrating citizen input would be invaluable. This would not be a substitute for Council clarity.



Ms. McLaughlin urged the Council to not forget about Parks, Recreation and Cultural Arts.

Ms. Montei informed the Council that these items had been listed under Distinctly Bloomington.

*(See Friday Vision flip chart.)*

Motion by Alderman Hauman, seconded by Alderman Schmidt to recess the meeting/retreat until Saturday, November 8, 2014 at 9:00 a.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk

## **COUNCIL RETREAT**

**November 8, 2014  
The Den at Fox Creek**

Council present: Aldermen Kevin Lower, David Sage, Mboka Mwilambwe, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman and Jim Fruin, and Mayor Tari Renner.

Council absent: Judy Stearns.

City staff present: David Hales, City Manager, Stephen Rasmussen, Asst. City Manager, and Tracey Covert, City Clerk.

Others present: Lynn Montei, Montei Associates.  
AGENDA

Check In, Review Feedback and Recap Day One

City Manager Organizational Update and Questions/Responses

Priority Setting Session

Complete Priority Selection and Strategy and Consider Implications

Budget Planning – Process Components, Deliberation and Budget Adoption

Commitment to top priorities and how they are interwoven into the budget process.

High-level examination of data (projections, forecasts and structural deficit)

Priority Based Budgeting (PBB) initiative

City Manager's proposed budget

Capital Improvement Program

Organizational Needs/Issues

Discernment of policy choices (expenditure reductions, service/program changes, revenue enhancements, tradeoffs or blended approach)

Schedule of budget development, decisions and adoption and interface with PBB calendar

Next Steps Needed to Ensure We Meet Our Commitments: Topics to Assign to Future Dates/Meeting

Closing Exercise, Evaluation of the Day and Adjournment

Motion by Alderman Hauman, seconded by Alderman Schmidt to reconvene the Council Retreat. Time: 9:10 a.m.

Motion carried, (viva voce).

Lynn Montei, Montei Associates, addressed the Council. She reviewed the agenda for they day. The retreat started with a check in exercise. She noted that the day would involve heavy lifting. She encouraged the Council to keep a sense of humor. She reminded the Council that each person needed to play his/her part: 1.) see the whole; 2.) have an understanding of the whole; 3.) use whole system thinking; and 4.) remember to benefit from all.

Mayor Renner stated the importance of scheduling a short follow up meeting in January/February 2015, (i.e. ninety/90 minutes), for a budget check in.

Ms. Montei addressed the whole system which included subsets, (i.e. Council and Department Directors). A meeting would be scheduled with a selected topic. Citizen inquiry included the public, Council and Department Directors. These three (3) groups were the stakeholder system. The result should bring interesting ideas.

#### City Manager Organizational Update and Questions/Responses

David Hales, City Manager, addressed the Council. He noted that after the 2013 municipal election, there was a willingness/desire for significant organizational change. He recalled the previous year's retreat and revitalizing City government. The goal was to right size the City. The bar would be raised. There would be ambitious goals. Customer service would be a priority as well as performance excellence. He cited the potential for organizational change. He cited new staff members, (i.e. Nora Durkowitz, Communication Manager and Tom Dabareiner, Community Development Director). Steve Rasmussen, Asst. City Manager, had just been hired. Mr. Rasmussen would oversee the following departments: Water, Public Works, Community Development, and Parks, Recreation & Cultural Arts. In addition, Mr. Rasmussen would be responsible for strategic planning, infrastructure needs, and various master plans. There needed to be a plan going forward which addressed financial resources. Major projects needed to be shovel ready, (i.e. grant opportunities). The City would leverage outside dollars. The Council would set priorities. He informed the Council that Nicole Albertson, new Human Resources Director, would commence employment with the City on December 1, 2014. Austin Grammer, Economic Development Coordinator, had commenced employment with the City on October 29, 2014.

He addressed the Fire Chief vacancy. He had met with the union's representatives, former Chief Mike Kimmerling, and the various Deputy Chiefs. The City had strong internal candidates. He believed that a new Fire Chief would be named in thirty to forty-five (30 – 45) days. He addressed the Parks, Recreation & Cultural Arts Director vacancy. Bobbie Herakovich, Interim Parks, Recreation & Cultural Arts Director, was scheduled to leave the City in January 2015. He noted the difficulty in searching for a Water Director. It had been difficult to locate candidates. He had spoken with American Water. The City needed to be strategic.

He addressed the budget at a high level. There had been some movement regarding culture change. He planned to make a specific request in the Fiscal Year (FY) 2016

budget, (i.e. performance management system). Management training was needed. He also addressed process improvement. This would address the way the City conducted business, accountability, reporting, strategic planning and productivity. He noted that fifteen percent (15%) of City employees were fifty-five (55) years old or older. These individuals were not peak performers. A key issue was how to energize City employees to bring about positive change. He cited accountability and cost efficiency/effectiveness. As an example, Mr. Hales cited the lack of flexibility in union rules. Everyone needed to work together regarding cost savings. The Council needed to work with the City's employees. The City needed good people with a passion for change. The Council needed to demonstrate a willingness to support the City's employees. He cited the importance of Council visits. Fire Department staff knew that only two (2) Aldermen showed up to tour the various Fire Stations. He added the importance of first impressions. City employees have demonstrated their value to the organization. The focus needed to be on long term goals/processes.

Mayor Renner stated that culture change went beyond changes to various department heads. Investment was needed, (i.e. performance evaluation system).

Mr. Hales addressed technology. He cited Building Safety as an example and daily schedules. The goal was to schedule inspections within twenty-four (24) hours. The City did not have the technology/systems to accomplish same.

Mayor Renner added that Code Enforcement had been issue area.

Mr. Hales continued that residential plan review currently took twenty-one (21) days. The Village of Downers Grove completed same in five to seven (5 – 7) days. He believed that the City employed six (6) Building Inspectors. The City needed to be cautious and strategic. The old ways were not acceptable. There needed to be a sense of urgency. City staff had a responsibility to its customers. They needed to understand why/benefits. The Mayor played a key role with the various unions. The unions needed to be brought on board and become a part of the process. Deployment had been stayed. The City may need to offer retirement incentives. There had been bottlenecks when rolling out technology. All City employees needed to understand and buy in into the changes.

Mayor Renner stated that the Council needed to support the City's administration. Efficiency and effectiveness needed to be tied to the City's mission. The City needed to make an investment.

Alderman Fruin noted the pending retirement of Tracey Covert, City Clerk. He questioned realignment of administrative duties. Mr. Hales noted Ms. Covert's institutional knowledge. He hoped to streamline the development process. It would start and end in Community Development. A Project Manager would be assigned to same. This would improve the process and address accountability. He also addressed citywide business registration. This could be assigned to the Finance Department/Accounts Payable/Receivable. A recording secretary could be retained to assist with minutes. This

individual could be an independent contractor. The City Clerk would act as an editor. He cited process improvement and a work load that would be acceptable and sustainable.

Alderman Fruin cited overtime and burn out. He believed that the Department Directors needed to be challenged. He questioned the benefit to the Council/City from meaningful work.

Mr. Hales stated that the Council needed to be willing to say no and eliminate services. There were fewer resources. The City needed to do less. The organization needed to be right sized. The Department Directors needed to be able to say no to Council's requests. Priorities needed to be set.

Mayor Renner believed that Nora Durkowitz, Communication Manger, could play an ombudsman role regarding constituency services.

Alderman Fruin expressed his support for development/training. There were various avenues for same. The City needed to have the resources. Mr. Hales agreed that training was critical. He cited resistances, (i.e. unions).

Alderman Hauman noted that if all agreed to be on board, and the employees were trained, they would still have to use what they had learned. Mr. Hales noted that there were times when follow up training was needed.

Steve Rasmussen, Asst. City Manager, addressed the Council. He believed that leaders must set the example.

Alderman Sage expressed his interest in a list of services. He expressed his willingness to make service cuts. The Council must have the political will. Mr. Hales noted that a service listing was part of PBB.

Alderman Black stated that the City should operate like a business. City staff would complete leadership development and then be expected to perform. He was interested in impact. He added that the community component would be important. He was disappointed by the budget cuts which impacted training.

Mr. Hales cited discussions regarding a partnership involving parks and recreation with the Town of Normal and YMCA. New City staff had been employed in a variety of workplaces. He was looking for new ideas.

Mayor Renner cited the cost of isolation.

Alderman Mwilambwe cited his attendance at the National League of Cities Conference. He learned that other cities suffered from the same problems. The City's issues were not unique. He cited the example of potholes in the Midwest. All have the same experience. He questioned the Performance Evaluation system.

Mr. Hales described it as management by objectives. It did not measure an employee's ability to perform basic functions, knowledge, skills and abilities. It was a goal driven system with goals set by the supervisor and employee. The goals were to be SMART, (Specific, Measurable, Accountable, Realistic, Trackable). Staff training and time were needed to make this tool meaningful and valuable.

Tracey Covert, City Clerk, address the Council. She informed them that this system only applied to classified employees. This group was a limited number of City staff, (i.e. non union).

Alderman Lower cited the role for employees as they had ideas.

Mr. Hales added that there was no career development plan which addressed an employee's desire/ambition.

Ms. Montei made observations. The conversation had addressed the way things worked. She encouraged the Council to not find fault. The City was in transition and did not want to build resistance. There were employees who were ready to move on. They did not know how to fit into/align with the new culture. She cited the culture change which needed clarity and focus. The City might have to offer inducements. These could be new or tenured employees.

Mr. Hales recalled April 2014 and the City's difficult financial issues. The City will continue to have financial issues. The culture change needed assistance and resources. He had commenced research regarding performance evaluation.

Break: 10:21 – 10:34 a.m.

### Priority Setting Session

#### DEVELOPMENT OF CITY VISION AND HIGH LEVEL GOALS FOR A FUTURE TARGET YEAR (handout)

Ms. Montei addressed the seven (7) vision categories. The Council had questioned public safety. Belief that it should be a separate category or incorporated into Healthy, Livable Neighborhoods.

Alderman Sage noted that public safety was a separate strategic goal under PBB. It represented a giant share of the City's budget as it addressed safety/security. Police and fire were core City services.

Council discussion regarding changes to framework, components to the vision, and public safety being tangible.

Alderman Sage noted that the framework provided a context. The seven (7) categories represented seven (7) buckets as part of PBB.

Consensus reached to change 6 from Quality Leadership & Stewardship to Public Safety, Safety & Security. Change 1 from Financially Sound, Accountable Government to Financially Sound, Accountable Service Oriented Government. In addition, the old 6 (Quality Leadership & Stewardship) would be added into the new 1.

Alderman Fruin addressed Parks, Recreation and Cultural Arts. He suggested that this area should also be a category by itself. He noted the rankings for quality of life. This department was a substantial part of the City's budget. He questioned 7. Distinctly Bloomington and the word "amenities".

Alderman Lower cited his concern regarding the focus on Downtown. He noted the old rail yard located on the City's west side and Eastland Mall as examples of areas that needed attention. He noted Eastland Mall key roll when addressing the tax base.

Ms. Montei noted the importance of establishing a working framework.

Alderman Fruin noted that some items overlapped/crossed over. In addition, other things were missing. He cited long range water which in his opinion was a basic service.

Alderman Lower cited solid waste management.

Alderman Black believed that 3 should be changed from Enduring, Sound Infrastructure to Enduring, Strategic Infrastructure.

Alderman Sage restated that they key was to identify big buckets.

Ms. Montei led the Council in a small group vision summary exercise. The Council was presented with these questions: what is your vision for the City and what does your vision contain. The target year was 2017 and the Council needed to address tangible items. She encouraged the Council to listen without judgment and to be open minded.

Ms. Montei wanted to open a conversation with the Council. She cited the proposed Downtown hotel. She encouraged the Council to be clear. There were serious matters on Council members' minds.

Alderman Lower addressed fundamental responsibilities which needed to be funded first. The Council was spending time talking about wishes.

Alderman Black cited last year's budget and the disagreement about needs, (i.e. at risk youth programs – gang avoidance). He questioned what these services would look like.

Mayor Renner questioned what the term "public safety" meant.

Alderman Black believed that the Council needed to hear from citizens. He added that there were interesting connections.

Alderman Lower cited the \$17 million Miller Park Zoo expansion.

Alderman Sage cited the media conversation regarding a Downtown hotel. There were fundamental questions such as financing, deliverables, and the taxpayers' role.

Mayor Renner noted that the City was not Town of Normal. Citizens did not trust the Council. He added that the Downtown hotel concept was misunderstood.

Alderman Black cited the original funding gap.

Mayor Renner added the unknown impact of the Rt. 66 Visitor's Center.

Alderman Schmidt expressed her confusion. She addressed vision and saw common themes, (i.e. infrastructure funding).

Ms. Montei readdressed the exercise to develop a concrete vision for the City in 2017. This was the opportunity to address Council concerns.

Alderman Lower expressed his opinion that these two (2) items were separate conversations.

Ms. Montei noted that ideas were on the board. They needed to be listed/prioritized.

Alderman Fruin addressed the need for additional revenue and/or expense reduction. He noted union rules and the benefit structure which was richer than the average taxpayer. He cited vacation time and health insurance as examples. There was inequity in terms of salary/benefits with the community.

Ms. Montei stated that there must be the means to strike the balance. The Council had a list of budget reductions.

Alderman Lower believed that there needed to be an expansion on the previous year.

Ms. Montei cited the time line for budget development. The Council would have the opportunity to address reductions. The Council needed to develop a prioritization list.

Alderman Fruin recommended that things be taken off the table, (EXAMPLE: eliminate the Downtown hire back detail). The Council needed to talk about, make decisions and move on.

Alderman Lower recommended that the expense be placed on the business.

Alderman Sage believed that payment should be based upon the amount of City services used.



Mayor Renner suggested closing the 500 & 600 blocks of N. Main St. He also cited video gaming and liquor license issues that went beyond the Downtown. Currently, the taxpayers were bearing the cost. There had not been a liquor violation in the Downtown this calendar year.

Alderman Black expressed his opinion that the Downtown had a different feel.

Alderman Schmidt recommended that the responsibility be placed on the liquor license holder to manage their establishment.

Lunch break: 12 noon – 12:30 p.m.

Alderman Fruin left the retreat at 12:30 p.m.

Ms. Montei believed that the Council was at the crossroads. Everything was not created equal. She informed the Council that a list of programs had been developed with no costs assigned. See NON-COMPREHENSIVE INVENTORY OF PROGRAMS (handout).

The Council would need to find the intermediate level.

Alderman Sage addressed his three (3) top priorities: 1.) citizen safety/security; 2.) infrastructure; and 3.) neighborhoods. The Council needed to determine the high priorities and rank the services.

Ms. Montei recommended that the Council prioritize the seven (7) bucket by selecting the top three (3).

Alderman Lower expressed his opposition to 4. Downtown due to the limited focus.

- |                       |                     |
|-----------------------|---------------------|
| 1. Financial - 1      | 5. Neighborhood - 2 |
| 2. Vibrant - 4        | 6. Safety - 8       |
| 3. Infrastructure - 6 | 7. Distinctly - 1   |
| 4. Downtown - 2       |                     |

Alderman Hauman expressed her opinion that public safety and financially sound were givens. These were things that the City had to do. She questioned the rankings after those two (2) items.

Alderman Sage agreed that public safety was a given. However, budget decisions still needed to be made.

Ms. Montei questioned the value of ranking the remaining five.

Alderman Black questioned what the Council was willing to live without.

Alderman Schmidt expressed her opinion that the list was a mixture of apples and oranges. She added that a number of items involved a public/private partnership. She cited Mayor Koos' recent comment that municipal government as we know it was not sustainable.

Alderman Lower believed that the City should only do what it legally and morally had to. The Council could address what was affordable afterwards.

Mayor Renner addressed partnerships.

Ms. Montei stated that the Council needed to provide a sense of direction.

Alderman Sage believed that the Council was in the discovery process. First steps needed to be identified.

Alderman Schmidt questioned where the Council should put its energy.

Mayor Renner noted that the Council had the result and it needed to move forward.

Ms. Montei hoped the Council had some sense of what it owned and what it was committed to. The Council had deduced that Security/Safety was number one. Financial was an absolute. Infrastructure held the highest activity ranking.

Alderman Sage suggested an on line survey as a means to receive citizen feedback and offer citizen engagement. Priorities would be consolidated.

Alderman Lower stated that nothing was quantified.

Alderman Sage restated that the Council had established seven (7) buckets. The Council had a framework/context.

Alderman Schmidt expressed her support for the idea of partnerships. She wanted to know what was 100% the City's role.

Alderman Sage restated that budgets would not be approved carte blanche. The City needed to find efficiencies. In order to balance the budget, the Council would need to raise revenue, reduce expenditures or a combination of both.

Alderman Lower noted that two (2) Aldermen were not present.

Alderman Black questioned if there would be a framework for questions to address the budget for the Council and citizens.

Alderman Schmidt noted that #1 was different. It was a value and a cost center.

Mr. Hales reviewed last year's budget process. City staff knew that police and fire were first priority. He cited the police shooting range which was an expensive facility/amenity. The City needed to collaborate with Normal and McLean County. City staff needed high level philosophical decisions from Council. There were major drivers to the structural deficit. He addressed operational efficiencies. The Council had identified high priorities. City staff needed to know what it meant. It impacted budget preparation.

Mr. Hales addressed EMS, (Emergency Medical Services), response time which was at eight (8) minutes. The average response time was six (6) minutes. The work load was increasing. The Council needed to address high level fiscal principles.

The Downtown Master Plan provided next steps and short term action plans. The Council needed to position the City for partnerships.

Alderman Lower cited the cost/expense for infrastructure.

Alderman Schmidt addressed the police shooting range. The Public Safety Committee had addressed same. She noted that work continued on this facility.

Mr. Hales stated that City staff would prepare policy statements and the Council would select one. These statements would be carefully crafted and would address usage and cost allocation. PBB would be a service area. Program description would be specific and well drafted.

The November 17, 2014 Committee of the Whole would address the Communication Center Study. This program had increased the Police Department's operating budget. This item would be for discussion only. No formal action would be taken.

Alderman Sage addressed the shooting range. Cost allocation should be based upon usage. He restated the City needed to charge for services and cover its costs.

Alderman Hauman addressed cost recovery, (i.e. depreciation and Operation & Maintenance).

Alderman Mwilambwe questioned benefits received from other governmental units.

Mr. Hales cited the City's history of providing services at no cost. The City was the largest local governmental unit and provided assistance to other units. Historically, the City has not had a high level policy regarding cost recovery. He cited the Communication Center, Shooting Range and RIMCO, (Risk Insurance Management Co.), as City decisions to go it alone. There were budget implications to these decisions.

Alderman Schmidt expressed her belief that there would be cost allocation.

Mayor Renner addressed policy statements which could include privatization.

Ms. Montei noted the importance of follow up. A policy statement would provide direction early in the process. The Council will have to make some hard decisions. The Council may have to say no to certain services and/or reduce other services. The Council needed to clean up bad habits.

Alderman Black recommended that policy statements be presented with implications.

Break: 1:35 – 1:50 p.m.

### Budget Planning

Mr. Hales cited his responsibility to bring to the Council a balanced budget. There needed to be fiscal policy direction. He planned to present the budget to Council in February 2014. This would allow two (2) months for the Council to review and adopt the budget.

Mayor Renner noted that the City Manager made cuts to department budgets prior to presenting the budget to the Council.

Mr. Hales reminded the Council that the City had been playing catch up in the area of vehicles and equipment. There were Enterprise Funds which remained in the red. City staff needed reliable equipment in order to provide services. Challenges remained. The City's financial policies needed to be updated. Priorities needed to be reviewed. He cited the Solid Waste Fund as an example. The policy could be no deficit. City staff had prepared projections which estimated that this fund would return to the black in three (3) years. In reality, citizens selected the smallest totter which had the lowest fee. This fund will have a deficit by year end of over \$1 million. City staff was drafting options. Revenue needed to address the cost. The General Fund provided a subsidy of \$1.2 million. The City needed a solid financial policy.

He also cited Locust Colton CSO, (Combined Sewer Overflow), Phase 2 with an estimated cost of \$3 – 4 million. There are insufficient funds in the Sanitary Sewer Fund to remain in the black. This was a worthwhile project but the concern was the deficit.

Emergency expenditures also impacted fund balance. The Council needed to strive to adopt a high level fiscal policy in the next thirty (30) days.

### FISCAL OVERVIEW (handout)

Mr. Hales directed the Council to the graph entitled General Fund Revenues vs. Expenditures. In FY 2015 revenue growth was budgeted at two percent (2%). The City was not seeing same. Projections would be updated. Sales tax was flat/declining. The City was not alone. There were budget implications which resulted in a wider budget gap. He directed the Council to the comments regarding FY 2016. He noted that the proposed \$500,000 increase to the Tax Levy would be directed to Police and Fire Pensions. He cited the Council's goal to fully fund these pensions. He added that

salaries/benefits would increase by \$2.5 million. Revenue growth was not covering the cost of salary/benefit cost increases. This was a big area of concern. Only \$1 million was budgeted for street resurfacing. This would be accomplished through the use of local Motor Fuel Tax, (MFT), dollars. The City had been spending \$4 million per year on same. He restated that labor was a significant cost. The FY 2016 budget was in the early stages and structural deficit was \$4.3 million.

Alderman Lower questioned the percentage of the deficit that was related to the decline in sales tax revenue.

Mayor Renner restated that sales tax was flat/declining.

Alderman Schmidt questioned the local MFT. Mr. Hales noted the recent drop in fuel costs. He added that there were more fuel efficient vehicles. The local MFT was taxed per gallon. The estimate for the local MFT was \$1 - \$1.5 million per year.

Alderman Lower noted that less fuel was being sold.

Mr. Hales compared expenditures between FY 2015 vs. FY 2016. He cited the costs for pension payments and salary/benefits. Information would be updated. City staff would prepare high level projections. City staff was told to focus on a status quo budget as the dollars were not there.

Mr. Hales addressed PBB. He noted the handout entitled Non-Comprehensive Inventory of Programs. He directed the Council to the handout entitled FY 2016 Budget/Tax Levy Timeline. The Council would receive the recommended budget and PBB at the same time. He reviewed the handout entitled Non-Comprehensive Inventory of Programs. This document included a list of services, costs had not been allocated. Ultimately dollar figures would be attached. A key question was who would rate/prioritize the programs. He expressed his concern regarding deadlines.

Alderman Sage noted that the deadline for the mail survey had passed. The City needed to move forward with PBB. He expressed his concern regarding the level of citizen engagement.

Mayor Renner cited that there would be focus groups and an on line survey.

Mr. Hales noted that there would be a meeting with Bernie Sieracki on Wednesday, November 12, 2014.

Alderman Lower expressed his opinion that the various wards needed to be directly engaged.

Alderman Sage noted that this would be PBB's first year. Progress would be made each year. The process would be developed based upon the initial framework.

Mr. Hales expressed his opinion that the City would need assistance during the first year. Mayor Renner added that PBB would be refined annually.

Ms. Montei addressed the program inventory.

Mr. Hales stated that a list of programs would be completed in November. Program costs, which might be estimated, would be completed by December 2014/January 2015. These items would be added to the Budget Timeline Calendar.

Alderman Black requested that the Budget Timeline Calendar be placed on the City's web site.

Mr. Hales referred to the FY 2016 Budget/Tax Levy Timeline handout. The Tax Levy Ordinance would appear on the Council's November 24, 2014 meeting agenda.

Alderman Sage noted the steps forward and improvements regarding the budget process.

Mr. Hales added that the proposed FY 2016 budget would be presented to the Council at their February 23, 2015 meeting. By law, he was required to present a balanced budget. There were no planned significant revenue increases. The deficit was growing in the Solid Waste Fund. Street resurfacing would be limited to \$1 – 1.5 million, (i.e. local MFT revenue). He hoped to avoid layoffs and continue core services. There would be programmatic/service costs and performance metrics. Benchmarking would be used to address services/costs.

Mayor Renner added that the Council would determine what expenditures needed to be.

Alderman Lower expressed his interest in the big picture.

Mayor Renner stated that there were national standards. City services would be judged by these standards for urban areas.

Mr. Hales cited the City's ISO rating which had gone from 3 to 2. This would result in reduced fire insurance premiums. The City was waiting for the ISO report.

Capital expenditures would be minimal. The Council would need to develop a bridge. He addressed the Budget Timeline calendar. Key issues included the ability to balance the budget, interfund borrowing, and controversial issues. Items would be added to the calendar. There would not be any surprises.

Alderman Sage cited citizen engagement.

Mr. Hales cited one time budget balancing proposals. In addition, there would be Council updates, Council decisions, and public discussions

Alderman Hauman questioned if interfund borrowing had to be repaid. Mr. Hales stated that this would be a governing board decision.

Mayor Renner expressed his concern that the City would be deferring costs again.

Alderman Lower stated that there were amenities that he was not willing to fund.

Ms. Montei noted that the Council would perform an examination of cuts, (i.e. when and where this action fit into the process).

Mr. Hales added that PBB was a new philosophy. It would address programs/services. The City needed to do less with less.

Mayor Renner cited two (2) key questions: what would it look like and what was the cost.

Alderman Black needed to hear the public conversation.

Alderman Lower believed that each program needed to be measured, priorities set and managed same.

Mr. Hales cited additional budget controls in place this fiscal year.

Alderman Sage cited the burden of unfunded mandates.

Alderman Mwilambwe cited unintended consequences. He cited the impact of budget cuts, (i.e. staff recruitment/retention). The Council needed to be mindful.

Mr. Hales noted that other local government units were also being impacted.

Mayor Renner cited cooperation/collaboration with Normal, (i.e. fire services, recreation – soccer).

Mr. Hales cited the IL Association of Fire Chiefs report. The report recommended that the best location for fire stations be identified regardless of corporate boundaries, (i.e. City/Town).

Mr. Hales addressed capital, (see Fiscal Overview handout). He directed the Council to the graph entitled Infrastructure by Master Plan. The graph listed ten (10) master plans. He encouraged the Council to review the revenue information. The City needed to update its rate studies for water, sanitary sewer and storm water. The City had a number of completed master plans. The Council would have further discussions regarding these plans in the spring 2015. He cited an eastside issue, I & I, (Inflow & Infiltration). This impacted sanitary sewers. Survey work resulted in insufficient findings.

The City had hired a Facilities Manager. There was a Facilities Master Plan which had been prepared by Faithful & Gould. He addressed preventative maintenance. The City needed to make use of technology, (i.e. energy cost auditing).

He had the goal of changing the “Infrastructure by Master Plan” information into a more useable format.

Ms. Montei noted that a number of things would be placed on the calendar. The Council would have to make policy choices. There would be discernment conversations regarding tradeoffs.

Mr. Hales stated that as the Council work through the process there needed to be employee involvement. Employees would question the value. There needed to be employee benefit, (i.e. work load, work life balance), as the organization is right sized. Council support was needed. Everyone needed to be invested in the process. It would take 100% effort. He addressed process improvement, efficiencies and high quality product. The long term financial trends showed tough times ahead. The City had acute needs.

Alderman Lower addressed user fees. He cited Downtown hire back. This program was only a small percentage of the budget.

Alderman Sage believed that the City needed to live within its means. There would be budget cuts.

Mayor Renner expressed his interest in citizen feedback.

Alderman Lower wanted to see proper distribution of user expenses.

Mr. Hales addressed user fee adjustments. The Council would need to determine if users would be expected to pay for the full cost of the service. Ad hoc committees could be established to review rate studies and make recommendations to the Council. These rate studies would impact businesses and residents. He estimated the time line at three to five (3 – 5) months.

Alderman Sage recalled the group formed to address solid waste.

Mr. Hales readdressed the General Fund and the Capital Program. He cited the following Master Plans: Parks, Street Maintenance, Fire, Zoo, ADA Compliant Ramps, Sidewalk, Downtown Streetscape, and Facilities.

### Next Steps

Mayor Renner expressed his opinion that this had been an important conversation which needed to be continued.

Alderman Black noted that there would be a fifth Monday in March 2015.

Ms. Montei recommended that the Council schedule a meeting by the end of February 2015.



Alderman Lower believed that the Council needed a time line.

Alderman Sage recommended that the process start early, (i.e. January 2015). He added that multiple meetings would be needed.

Ms. Montei addressed the budget process. She had taken good notes and believed this would be brought to a positive closure.

Alderman Schmidt reminded the Council that there would be a PBB meeting on Wednesday, November 12, 2014.

Ms. Montei addressed the big picture. She cited next steps, meeting commitments and going beyond the budget.

Alderman Hauman addressed mission, vision and values.

Alderman Sage believed that these would be take-away items. Ms. Montei would synthesize the retreat and report back to Mr. Hales.

Alderman Schmidt believed that the Council was close to a vision statement. She requested that a Work Session be scheduled to address same.

Mr. Hales reminded the Council that there would be a vision statement for the Council and a vision statement for the City as an organization. The values needed to be updated. He cited culture change. He believed that the mission, vision and values needed to be updated. He recommended that the Council have Ms. Montei return to assist with same. A meeting would be scheduled after the draft documents were received.

Alderman Sage acknowledged that there were things that only the Council owned.

Ms. Montei cited the importance of developing a team that consisted of the Council and the Department Directors.

Mayor Renner hoped to continue the momentum.

Alderman Schmidt cited the importance of breaking down barriers.

Mr. Hales suggested that the meeting be held in the Police Department's Obsorn Room.

Alderman Black recommended that this meeting be postpone until after the budget. It was urgent but not important.

Mr. Hales informed the Council that the Bloomington Normal Economic Development Council, the McLean County Chamber of Commerce and the Bloomington Normal Convention & Visitor's Bureau were in the early stages of a regional branding effort. The City's efforts needed to compliment this effort not overlap it.

Alderman Mwilambwe cited the Comprehensive Land Use Plan.

Alderman Lower noted that there were a variety of ideas that needed to be pulled together. The City needed to be genuine.

Closing Exercise

Ms. Montei requested that everyone present state their best take-away from the retreat. She cited the importance of trust and responsibility. The Council should allow these two (2) words to be their guide. She thanked all for their participation.

Motion by Alderman Hauman, seconded by Alderman Schmidt to adjourn. Time: 3:57 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk

**COUNCIL RETREAT  
November 7 – 8, 2014**

**Flipcharts**

MISSION FEEDBACK

to “serve” not steward

“well being” not benefit

too lofty

liaison/facilitate

does a council-specific mission put the onus on Council?

shared values and mission would be unifying Council/City

incorporate representation and value

connector role

caution – don't clutter it with tasks

represent

want the Council to lead in a special sense

to lead and uplift the City through excellent stewardship for current/future generations  
well being

as representative of both current and future generations, the Council will boldly lead,  
steward and promote City

DESIRED OUTCOMES

1. Clear direction regarding level next year's budget.
2. For actionable items – a responsible party.
3. Have a summary of conclusions drawn.
4. Want the enthusiasm we know we can have.

5. Reminder of enthusiasm throughout the year.
6. Renewed understanding of roles/expectations of Council/staff.

#### VISION – Friday

Public Safety – allocation of \$ placement (neighborhood)

#### VISION – Saturday

1. Financially Sound, Accountable Government
2. Vibrant Local Economy
3. Enduring Sound Infrastructure
4. Revitalizing Thriving Downtown
5. Healthy Livable Neighborhoods
6. Quality Leadership & Stewardship
6. Distinctively Bloomington

#### CITIZEN INQUIRY NEXT STEPS

1. Small group updated process & guidelines.
2. 3 – 1 – 1 or ticketing system.
3. Team approach to finding a solution.
4. Council inquiry – FAQ for new Alderman.

#### FEEDBACK ON ORGANIZATION UPDATE

1. Are there things administration and directors should cease doing?
  - what options are there
  - do we have a political support for reduced levels of services/program reductions
  - let's see a proposed list of reductions
  - shared services

Leadership development

Training

Conferences, professional development

Build into our values best practices, leading-edge or even opening to other cities practices

Important to realize our challenges are not unique.

Performance appraisal system is broken.

80% of staff is unionized and cannot engage them in evaluation.

Need 2 way communication.

No career development for employees.

### EXPENSE

Cost of benefits of City employees.

Let's take off things

- those items on the "cuts" list that are no longer to be considered.

Downtown Police "hire back" service eliminated.

### WHAT CONCLUSIONS CAN WE DRAW FROM PRIORITIZATION OF 7 BUCKET?

1. Public safety/security is our top priority – we own it.

2. A close second is infrastructure – we own it.

These 2 budgets can be refined.

3. Financially sound accountable service oriented government is a given (high level vision statement) everything under this umbrella.

4. When studies/plans are brought forward to the Council, the next step is for staff to come back with two to four policy options & their implications for Council consideration.

### BUDGET PRIORITIES

1. Staff needs to bring financial policies in next 30 days to ask Council guidance/amendments.
2. 6 month update of projected FY 2015 (revenue/expenditure) & FY 2016 by late November meeting – last year’s projections will widen gap.
3. Revenue not growing enough to cover increases in normal salary/benefits.
4. Decline in sales tax is major component of revenue performance.
5. Inventory of programs a work in progress by Jan 1, 2016 will have \$\$\$.
6. Will add to the calendar promised staff deliverables (i.e. inventory of programs).
7. Key point of City Manager’s budget
  - will not include revenue increases, with the exception of Solid Waste fee structure, (next 60 days)
  - will only be \$1 - \$1.5 million for street resurfacing
  - no lay offs
  - continue no staff increases
  - programmatic/service costs & performance measurements/benchmarks tied to costs (i.e. 6 minute response time 90% of calls, at what cost?)
  - capital expenditures minimal
  - may consider inter-fund borrowing (one time) for budget balancing
  - schedule early interactions (December/January) for Council
  - citizen interaction to be scheduled accordingly
  - recommends programmatic cuts rather than line item cuts
  - may be some adjustments (purchasing, hiring freeze)
8. Suggest a session devoted to programmatic cuts, publicized on-line with department directors present to answer questions about implications, (suggested date: February 2, 2015)
9. Budget cuts has a bearing on staff retention, recruitment.
10. Capital improvement program
  - what revenue can we bring in & afford with current fee schedule (water, storm water & sanitary sewer plans).
  - may not bring this until spring 2015
11. Need employee involvement in analysis of programs
  - work/life balance
  - can’t perform due to resource limits
  - ultimately all invested – demonstrate that

12. Structural deficit

13. Council assumption – live within means. The assumption is this is a “live within our means” budget, pending citizen input, user – fee adjustments notwithstanding). Could be seen as a “holding pattern” budget.

14. May empanel some ad hoc committees to make recommendations to the Council, (i.e. rate studies).

15. General Fund revenue needed on types of Master Plans (parks, street maintenance, etc.)

### NEXT STEPS

Meeting notes (November 15<sup>th</sup>)

Synthesis draft (November 21<sup>st</sup>)

Mission, vision, values

Council feedback (3 weeks out – May 2015)

- Articulate roles, responsibilities
- Possibly one mission

Ad hoc committee to recommend a process to citizen inquiry (staff, Council, citizen)

Roundtable conversation between Council/Senior Management Team (might use Osborn Room)



FOR COUNCIL: December 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 (THURSDAY PRIOR TO MEETING).

**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:

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

David A. Hales  
City Manager



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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: December 8, 2014

SUBJECT: Request to Purchase Replacement Cisco Wireless Controllers (RFP #2015-38)

**RECOMMENDATION/MOTION:** That the RFP for two (2) replacement Cisco 5508 Wireless Controllers and professional implementation services with Sentinel Technologies Inc., in the amount of \$51,739.05 be approved, and the Mayor and City Clerk 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:** An RFP was released to certified Cisco partners soliciting proposals for the sale and implementation of the replacement wireless controllers. One (1) response was received, from Sentinel Technologies of Springfield, IL.

The current wireless infrastructure consists of access points and controllers mounted in network closets throughout facility locations. The controllers are used to setup and manage the access points from a central console.

These wireless controllers and many access points were installed during the winter of 2005 – 2006. They are in need of replacement/upgrade. The replacement will remove roughly nine (9) year old equipment from the network and allow use of more recent, higher capacity wireless network protocols and technology. The current controllers are able to provide redundant support for only fifty (50) access points. The replacement controllers will allow management of up to one hundred (100) access points initially, with the ability to add licensing to manage up to five hundred (500). The new controllers are also compatible with all existing access points.

Company	Location	Proposal Amount
Sentinel Technologies, Inc.	Springfield, IL	\$51,539.05

Sentinel Technologies provides the current maintenance contract for the network and Voice over IP (VoIP) infrastructures. The proposal is within the FY2015 \$60,000 budget estimate for the project.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Funding for the purchase of the replacement wireless controllers and professional implementation services were budgeted in the Information Services Capital Outlay Office and Computer Equipment account as part of the Capital Lease Program (40110131-

72120) within the FY 2015 budget. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds and Capital Improvement Program" on page 107.

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

Reviewed by: Alexander S. McElroy, Assistant to the City Manager

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

**Attachments:** Attachment 1. Agreement  
Attachment 2: Data Sheet

Motion: That the RFP for two (2) replacement Cisco 5508 Wireless Controllers and professional implementation services with Sentinel Technologies Inc., in the amount of \$51,739.05 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



## APPENDIX A

Customer Name: City of Bloomington

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Street Address: 109 East Olive Street

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City, State, Zip: Bloomington, IL 61720

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The 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 to include the following:

Commencement Date

Agreement No.

Addendum No. 049

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### Overview

City of Bloomington currently has a Cisco wireless deployment which consists of 3 Cisco 4402-25 Wireless LAN Controllers and is planning on replacing them with 1 Cisco 5508-100 Wireless LAN Controller and 1 Cisco 5508-HA Wireless LAN Controller. They also have WCS with 50 AP licenses on release 7.0 which will be migrated to Prime 2.1 using their existing Cisco SAU contract.

### Scope of Work

Sentinel Technologies technician will perform the following for City of Bloomington, IL.

- Sentinel Technologies will use the customer's existing Network Design.
- Sentinel Technologies will stage, configure and install (1) Cisco 5508-100 Wireless LAN Controller and (1) Cisco 5508-HA Wireless LAN Controller using 4 GLC-T SFPs per controller per the Network Design Document.
- Sentinel Technologies will add the customer's existing APs on the 3 4402-25 Wireless LAN Controllers to the new 5508-100 and 5508-HA Wireless LAN Controllers.
- Sentinel Technologies will configure Voice services on the new Cisco 5508 Wireless LAN Controllers per the Network Design.
- Sentinel Technologies will integrate the new 5508 Wireless LAN Controllers with the customer's existing ACS and Active Directory for 802.1x authentication.
- Sentinel Technologies will migrate the customer's 50 WCS licenses to virtual Prime 2.1 using the customer provided VMware server meeting Prime 2.1 minimum requirements and the customer's existing WCS SAU contract.
- Sentinel Technologies will import the customer's existing floor maps from their WCS to the new Prime 2.1.
- Sentinel Technologies will add the customer's existing APs on WCS to the new Prime 2.1.
- Sentinel Technologies will provide up to 2 hours of administration overview training in a single session on Prime 2.1.
- Sentinel Technologies technician will verify the (1) 5508-100 Wireless LAN Controller, (1) 5508-HA Wireless LAN Controller, Prime 2.1 are functioning properly.

### Customer Responsibilities

- Customer to provide existing Network Design.
- Customer is responsible for switch and ASA configurations changes. This is a like for like upgrade. Does not include any additional configuration changes.
- Customer is responsible for existing gig core switching for the new 5508-100 and 5508-HA to connect to.
- Customer is responsible for existing Active Directory, radius server, certificate authority and certificates.
- Customer is responsible for all existing APs which are already installed. Customer understands any Cisco 1231 or 1232 APs are not supported beyond release 7.0.



- Customer is responsible for PoE switching.
- Customer is responsible for having their existing WCS on release 7.0.x
- Customer is responsible for having a current Cisco SAU contract on their WCS for 50 licenses.
- Customer is responsible for providing a VMware server meeting virtual Prime 2.1 minimum requirements.
- Customer is responsible for network connectivity and Internet connectivity.
- Customer is responsible for all Ethernet cabling to each access point.
- Customer is responsible for Power, Rack Space and UPS backup.
- Customer is responsible for changes to their ACL, VLANs and Guest Access. This is a like for like upgrade. Does not include any additional configuration changes.
- Customer is responsible for any changes to their existing Cisco Communication Manager and Cisco Wireless IP Phones.
- Customer is responsible for all configuration changes to their existing DHCP server.
- Customer is responsible for man lift if necessary.
- Customer is responsible for wireless coverage.
- Customer is responsible for providing, configuring and troubleshooting all wireless client devices.

### General Proposal Assumptions

#### Product Lead Times

Depending on the technologies quoted, orders may be through distribution or direct. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional expedite charge to source through a warehousing distribution partner.

#### Site Readiness and Site Survey Requirement:

Every effort has been made to ensure proper power cords and patch cables have been included to match your environments infrastructure. The notes section of the Bill of Material explicitly states the quantity and type of cords quoted.

**Three options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)**

#### Initials **Option 1**

Customer waives the opportunity to complete a site/closet checklist, has reviewed the Bill of Materials and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the customer's responsibility]

#### **Option 2**

Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the customer's responsibility, unless Sentinel provided the incorrect part based on the provided checklist]

#### **Option 3**

Customer elects a "for charge" onsite survey of the facilities and closets to determine quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials changes identified post order will be Sentinels full responsibility, unless changes to the site have taken place subsequent to the site assessment]



**Indoor Wireless**

**Site Survey Requirement**

Sentinel cannot guarantee any wireless solution under fixed bid without a Sentinel performed site survey. Site surveys performed by other parties or estimated installations will be time & materials only and may require alterations of the parts included based on the actual installation requirements.

**Access Point Installation Limits**

Sentinel will install using manufacturer supplied brackets unless otherwise stated. Sentinel has proposed wireless access point and bridge deployment assuming the safe use of ladders for installation or tower climbing. Any use of a lift or crane will increase the deployment cost as Sentinel will pass on any rental and operator fees. Sentinel does maintain an outdoor small lift truck for some jobs and does maintain ladders for installations where an 8 foot ladder is safely sufficient to install any component of the system. In addition, for safety purposes, Sentinel cannot install any access points or related equipment in elevator shafts. Installations requiring above ceiling mounting, more than an 8 foot ladder, lift truck or installation in an elevator shaft must be brought to Sentinel's attention to accommodate these special circumstances.

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

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Street Address: 109 East Olive Street

---

City, State, Zip: Bloomington, IL 61720

---

The 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 to include the following:

Commencement Date Agreement No. Addendum No. 049

---

### PROJECT SCHEDULE

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

### **Cisco Wireless Controller Upgrade**

#### **Cisco Wireless Controller Upgrade**

	<b>Retail Price</b>	<b>Discounted Price</b>
Cisco Wireless Controllers	63,155.00	35,889.00
<b>Section Total</b>	<b>63,155.00</b>	<b>35,889.00</b>

#### **TOTAL PROJECT**

	<b>Retail Price</b>	<b>Discounted Price</b>
Controller Hardware	63,155.00	35,889.00
Maintenance		6,825.00
Professional Services		9,025.05
<b>Project Total</b>	<b>63,155.00</b>	<b>51,739.05</b>

*Plus applicable tax, shipping & handling*

#### **Solution Maintenance & Support- Detail**

	<b>Retail Price</b>	<b>Discounted Price</b>
Hardware Maintenance	7798	6,825.00
<b>Maintenance Annual Total</b>		<b>6,825.00</b>

*Note: Multi-year discounted plans available upon request.*



Hardware and Software		
Description	Qty	Special Notes
1000BASE-T SFP	8	
Cisco 5508 Series Wireless Controller for up to 100 APs	1	
100 AP Base license	1	
Base Software License	1	
Insert, Packout - PI-MSE	1	
AIR Line Cord North America	1	
Cisco Unified Wireless Controller SW Release 7.6	1	
<b>Cisco 5508 Series Wireless Controller for High Availability</b>	1	
Base Software License	1	
Insert, Packout - PI-MSE	1	
AIR Line Cord North America	1	
Cisco Unified Wireless Controller SW Release 7.6	1	

Hardware and Software Sub-Total      \$35,889.00

Maintenance		
Description	Qty	Special Notes
SMARTNET 8X5XNBD Cisco 5508 Series	1	
SMARTNET 8X5XNBD Cisco 5508 Series W	1	

Hardware and Software Sub-Total      \$6,825.00

Cisco Controllers & Accessories		
Description	Qty	Special Notes

**Patch Cables Cat6**  
3 Meter Cat 6 patch Cable for Controller

8	
<b>Section Total</b>	<b>32</b>

Payment Terms: Labor – Net 30, Non-labor – 50% at contract, balance upon delivery for staging or to Customer location, whichever occurs first.

For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 120 days. If the storage period exceeds 120 days, Customer agrees to the following: a.) Customer will be responsible to pay a commercially reasonable rate for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.





s e n t i n e l ®

Services are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If customer requires, Contractor can perform some of these services after hours at an overtime labor rate.

**Fixed Price**

For the charges listed above, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

**This quote is valid for 30 days from 11 / 20/ 2014**

CUSTOMER:  
City of Bloomington

Signature\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

P.O. #:\_\_\_\_\_

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

# Cisco 5500 Series Wireless Controllers

<p><b>Maximum Performance and Scalability</b></p> <ul style="list-style-type: none"> <li>• Support for up to 500 access points and 7000 clients</li> <li>• 802.11n optimized for up to nine times the performance of 802.11a/g networks</li> <li>• Enhanced uptime with the ability to simultaneously configure and manage 500 access points per controller</li> </ul>
<p><b>Improved Mobility and Services</b></p> <ul style="list-style-type: none"> <li>• Larger mobility domain for more simultaneous client associations</li> <li>• Faster radio resource management (RRM) updates for uninterrupted network access when roaming</li> <li>• Intelligent RF control plane for self-configuration, self-healing, and self-optimization</li> <li>• Efficient roaming improves application performance such as toll quality, voice, and consistent streaming of video and data backup</li> </ul>
<p><b>Licensing Flexibility and Investment Protection</b></p> <ul style="list-style-type: none"> <li>• Additional access point capacity licenses may be added over time</li> </ul>
<p><b>Cisco OfficeExtend Solution</b></p> <ul style="list-style-type: none"> <li>• Secure, simple, cost-effective mobile teleworker solution</li> <li>• Up to 500 remote access points per controller</li> <li>• Supports Cisco® Unified IP Phones for reduced cell phone charges</li> </ul>
<p><b>Comprehensive Wired/Wireless Security</b></p> <ul style="list-style-type: none"> <li>• Full Control and Provisioning of Wireless Access Points (CAPWAP) access-point-to-controller encryption</li> <li>• Supports rogue access point detection and denial-of-service attacks</li> <li>• Management frame protection detects malicious users and alerts network administrators</li> </ul>
<p><b>Enterprise Wireless Mesh</b></p> <ul style="list-style-type: none"> <li>• Dynamic wireless mesh networks support indoor and outdoor connectivity for areas that are difficult to wire</li> </ul>
<p><b>Environmentally Responsible</b></p> <ul style="list-style-type: none"> <li>• Support for adaptive power management to turn off access point radios during off-peak hours to reduce power consumption</li> <li>• OfficeExtend solution reduces costs and supports green best practices by reducing commuting time and saving on gas, vehicle mileage, and insurance costs</li> </ul>

The Cisco® 5500 Series Wireless Controller, shown in Figure 1, is a highly scalable and flexible platform that enables systemwide services for mission-critical wireless networking in medium-sized to large enterprises and campus environments. Designed for [802.11n](#) performance and maximum scalability, the 5500 Series offers enhanced uptime with:

- RF visibility and protection
- The ability to simultaneously manage up to 500 [access points](#)
- Superior performance for reliable streaming video and toll-quality voice
- Sub-second stateful failover of all access points and clients from the primary to standby controller

**Figure 1.** Cisco 5500 Series Wireless LAN Controller



## Features

Optimized for high-performance [wireless](#) networking, the Cisco 5500 Series Controller offers improved mobility and prepares the business for the next wave of mobile devices and applications. The 5500 Series supports a higher density of clients and delivers more efficient roaming, with at least nine times the throughput of existing 802.11a/g networks.

The 5500 Series automates wireless configuration and management functions and allows network managers to have the visibility and control needed to cost-effectively manage, secure, and optimize the performance of their wireless networks. With integrated Cisco CleanAir® technology, the 5500 Series protects 802.11n performance by providing cross-network access to real-time and historic RF interference information for quick troubleshooting and resolution.

The Cisco 5508 Wireless Controller supports Cisco Application Visibility and Control(AVC), the technology that includes the Network-Based Application Recognition 2 (NBAR-2) engine, Cisco's deep packet inspection (DPI) capability. The NBAR-2 engine can classify applications, applies quality of service (QoS) setting to either drop or mark the traffic, and prioritizes business-critical applications in the network. Cisco AVC uses NetFlow Version 9 to export the flows to [Cisco Prime™ Infrastructure](#) or a third-party NetFlow Collector. The 5508 also supports Bonjour Services Directory to enable Bonjour Services to be advertised and utilized in a separate Layer 3 network. Wireless Policy engine is a wireless profiler and policy feature on the Cisco 5500 Series Wireless Controller that enables profiling of wireless devices and enforcement of policies such as VLAN assignment, QoS, ACL and time-of-day-based access.

As a component of the Cisco Unified Wireless Network, this controller provides real-time communications between Cisco Aironet® access points, the Cisco Wireless Control System (WCS), and the Cisco Mobility Services Engine to deliver centralized security policies, wireless intrusion prevention system (IPS) capabilities, award-winning RF management, and QoS.

### Software Licensing Flexibility

Base access point licensing offers flexibility to add up to 500 additional access points as business needs grow. The licensing structure supports a variety of business mobility needs as part of the basic feature set, including the Cisco OfficeExtend solution for secure, mobile teleworking and Cisco Enterprise Wireless Mesh, which allows access points to dynamically establish wireless connections in locations where it may be difficult or impossible to physically connect to the wired network.

Table 1 lists the features of the Cisco 5500 Series [Wireless LAN Controllers](#).

**Table 1.** Cisco 5500 Series Wireless LAN Controller Features

Feature	Benefits
<b>Scalability</b>	<ul style="list-style-type: none"> <li>Supports 12, 25, 50,100, 250, or 500 access points for business-critical wireless services at locations of all sizes</li> </ul>
<b>High Performance</b>	<ul style="list-style-type: none"> <li>Wired speed, nonblocking performance for 802.11n networks</li> </ul>
<b>RF Management</b>	<ul style="list-style-type: none"> <li>Provides both real-time and historical information about RF interference impacting network performance across controllers, via systemwide Cisco CleanAir technology integration</li> </ul>
<b>OfficeExtend</b>	<ul style="list-style-type: none"> <li>Supports corporate wireless service for mobile and remote workers with secure wired tunnels to the Cisco Aironet® 1130 or 1140 Series Access Points</li> <li>Extends the corporate network to remote locations with minimal setup and maintenance requirements (zero-touch deployment)</li> <li>Improves productivity and collaboration at remote site locations</li> <li>Separate SSID tunnels allow both corporate and personal Internet access</li> <li>Reduced CO2 emissions from decrease in commuting</li> <li>Higher employee job satisfaction from ability to work at home</li> <li>Improves business resiliency by providing continuous, secure connectivity in the event of disasters, pandemics, or inclement weather</li> </ul>
<b>Comprehensive End-to-End Security</b>	<ul style="list-style-type: none"> <li>Offers control and provisioning of wireless access points (CAPWAP)-compliant DTLS encryption to help ensure full-line-rate encryption between access points and controllers across remote WAN/LAN links</li> </ul>
<b>Enterprise Wireless Mesh</b>	<ul style="list-style-type: none"> <li>Allows access points to dynamically establish wireless connections without the need for a physical connection to the wired network</li> <li>Available on select Cisco Aironet access points, Enterprise Wireless Mesh is ideal for warehouses, manufacturing floors, shopping centers and any other location where extending a wired connection may prove difficult or aesthetically unappealing</li> </ul>
<b>High Performance Video</b>	<ul style="list-style-type: none"> <li>Integrates Cisco VideoStream technology as part of the medianet framework to optimize the delivery of video applications across the WLAN</li> </ul>

Feature	Benefits
<b>End-to-End Voice</b>	<ul style="list-style-type: none"> <li>• Supports <a href="#">Unified Communications</a> for improved collaboration through messaging, presence, and conferencing</li> <li>• Supports all <a href="#">Cisco Unified IP Phones</a> for cost-effective, real-time voice services</li> </ul>
<b>High Availability</b>	<ul style="list-style-type: none"> <li>• An optional redundant power supply that helps to ensure maximum availability</li> </ul>
<b>Environmentally Responsible</b>	<ul style="list-style-type: none"> <li>• Organizations may choose to turn off access point radios to reduce power consumption during off peak hours</li> </ul>
<b>Mobility, Security and Management for IPv6 &amp; Dual-Stack Clients</b>	<ul style="list-style-type: none"> <li>• Secure, reliable wireless connectivity and consistent end-user experience</li> <li>• Increased network availability through proactive blocking of known threats</li> <li>• Equips administrators for IPv6 troubleshooting, planning, and client traceability from a common wired and wireless management system</li> </ul>

Table 2 lists the product specifications for Cisco 5500 Series Wireless Controllers.

**Table 2.** Product Specifications for Cisco 5500 Series Wireless Controllers

Item	Specifications
<b>Wireless</b>	IEEE 802.11a, 802.11b, 802.11g, 802.11d, WMM/802.11e, 802.11h, 802.11k, 802.11n, 802.11r, 802.11u, 802.11w, 802.11ac.
<b>Wired/Switching/Routing</b>	IEEE 802.3 10BASE-T, IEEE 802.3u 100BASE-TX specification, 1000BASE-T, 1000BASE-SX, 1000BASE-LH, IEEE 802.1Q Vtagging, and IEEE 802.1AX Link Aggregation.
<b>Data Request For Comments (RFC)</b>	<ul style="list-style-type: none"> <li>• RFC 768 UDP</li> <li>• RFC 791 IP</li> <li>• RFC 2460 IPv6 (pass through Bridging mode only)</li> <li>• RFC 792 ICMP</li> <li>• RFC 793 TCP</li> <li>• RFC 826 ARP</li> <li>• RFC 1122 Requirements for Internet Hosts</li> <li>• RFC 1519 CIDR</li> <li>• RFC 1542 BOOTP</li> <li>• RFC 2131 DHCP</li> <li>• RFC 5415 CAPWAP Protocol Specification</li> <li>• RFC 5416 CAPWAP Binding for 802.11</li> </ul>
<b>Security Standards</b>	<ul style="list-style-type: none"> <li>• WPA</li> <li>• IEEE 802.11i (WPA2, RSN)</li> <li>• RFC 1321 MD5 Message-Digest Algorithm</li> <li>• RFC 1851 The ESP Triple DES Transform</li> <li>• RFC 2104 HMAC: Keyed Hashing for Message Authentication</li> <li>• RFC 2246 TLS Protocol Version 1.0</li> <li>• RFC 2401 Security Architecture for the Internet Protocol</li> <li>• RFC 2403 HMAC-MD5-96 within ESP and AH</li> <li>• RFC 2404 HMAC-SHA-1-96 within ESP and AH</li> <li>• RFC 2405 ESP DES-CBC Cipher Algorithm with Explicit IV</li> <li>• RFC 2406 IPsec</li> <li>• RFC 2407 Interpretation for ISAKMP</li> <li>• RFC 2408 ISAKMP</li> <li>• RFC 2409 IKE</li> <li>• RFC 2451 ESP CBC-Mode Cipher Algorithms</li> <li>• RFC 3280 Internet X.509 PKI Certificate and CRL Profile</li> <li>• RFC 3602 The AES-CBC Cipher Algorithm and Its Use with IPsec</li> <li>• RFC 3686 Using AES Counter Mode with IPsec ESP</li> <li>• RFC 4347 Datagram Transport Layer Security</li> <li>• RFC 4346 TLS Protocol Version 1.1</li> </ul>

Item	Specifications
<b>Encryption</b>	<ul style="list-style-type: none"> <li>• WEP and TKIP-MIC: RC4 40, 104 and 128 bits (both static and shared keys)</li> <li>• AES: CBC, CCM, CCMP</li> <li>• DES: DES-CBC, 3DES</li> <li>• SSL and TLS: RC4 128-bit and RSA 1024- and 2048-bit</li> <li>• DTLS: AES-CBC</li> <li>• IPSec: DES-CBC, 3DES, AES-CBC</li> </ul>
<b>Authentication, Authorization, and Accounting (AAA)</b>	<ul style="list-style-type: none"> <li>• IEEE 802.1X</li> <li>• RFC 2548 Microsoft Vendor-Specific RADIUS Attributes</li> <li>• RFC 2716 PPP EAP-TLS</li> <li>• RFC 2865 RADIUS Authentication</li> <li>• RFC 2866 RADIUS Accounting</li> <li>• RFC 2867 RADIUS Tunnel Accounting</li> <li>• RFC 2869 RADIUS Extensions</li> <li>• RFC 3576 Dynamic Authorization Extensions to RADIUS</li> <li>• RFC 3579 RADIUS Support for EAP</li> <li>• RFC 3580 IEEE 802.1X RADIUS Guidelines</li> <li>• RFC 3748 Extensible Authentication Protocol</li> <li>• Web-based authentication</li> <li>• TACACS support for management users</li> </ul>
<b>Management</b>	<ul style="list-style-type: none"> <li>• SNMP v1, v2c, v3</li> <li>• RFC 854 Telnet</li> <li>• RFC 1155 Management Information for TCP/IP-Based Internets</li> <li>• RFC 1156 MIB</li> <li>• RFC 1157 SNMP</li> <li>• RFC 1213 SNMP MIB II</li> <li>• RFC 1350 TFTP</li> <li>• RFC 1643 Ethernet MIB</li> <li>• RFC 2030 SNMP</li> <li>• RFC 2616 HTTP</li> <li>• RFC 2665 Ethernet-Like Interface types MIB</li> <li>• RFC 2674 Definitions of Managed Objects for Bridges with Traffic Classes, Multicast Filtering, and Virtual Extensions</li> <li>• RFC 2819 RMON MIB</li> <li>• RFC 2863 Interfaces Group MIB</li> <li>• RFC 3164 Syslog</li> <li>• RFC 3414 User-Based Security Model (USM) for SNMPv3</li> <li>• RFC 3418 MIB for SNMP</li> <li>• RFC 3636 Definitions of Managed Objects for IEEE 802.3 MAUs</li> <li>• Cisco private MIBs</li> </ul>
<b>Management Interfaces</b>	<ul style="list-style-type: none"> <li>• Web-based: HTTP/HTTPS</li> <li>• Command-line interface: Telnet, Secure Shell (SSH) Protocol, serial port</li> <li>• Cisco Wireless Control System (WCS)</li> </ul>
<b>Interfaces and Indicators</b>	<ul style="list-style-type: none"> <li>• Uplink: 8 (5508) 1000BaseT, 1000Base-SX and 1000Base-LH transceiver slots</li> <li>• Small Form-Factor Pluggable (SFP) options (only Cisco SFPs supported): GLC-T, GLC-SX-MM, GLC-LH-SM</li> <li>• LED indicators: link</li> <li>• Service Port: 10/100/1000 Mbps Ethernet (RJ45).</li> <li>• Service Port: 10/100/1000 Mbps Ethernet (RJ45) For High Availability for future use</li> <li>• LED indicators: link</li> <li>• Utility Port: 10/100/1000 Mbps Ethernet (RJ45)</li> <li>• LED indicators: link</li> <li>• Expansion Slots: 1 (5508)</li> <li>• Console Port: RS232 (DB-9 male/RJ-45 connector included), mini-USB</li> <li>• Other Indicators: Sys, ACT, Power Supply 1, Power Supply 2</li> </ul>

Item	Specifications
<b>Physical and Environmental</b>	<ul style="list-style-type: none"> <li>• Dimensions (WxDxH): 17.30 x 21.20 x 1.75 in. (440 x 539 x 44.5 mm)</li> <li>• Weight: 20 lbs (9.1 kg) with 2 power supplies</li> <li>• Temperature: Operating temperature: 32 to 104°F (0 to 40°C); Storage temperature: -13 to 158°F (-25 to 70°C)</li> <li>• Humidity: Operating humidity: 10 95%, noncondensing. Storage humidity: up to 95%</li> <li>• Input power: 100 to 240 VAC; 50/60 Hz; 1.05 A at 110 VAC, 115W Maximum; 0.523 A at 220 VAC, 115W Maximum; Test Conditions: Redundant Power Supplies, 40C, Full Traffic.</li> <li>• Heat Dissipation: 392 Btu/hour at 110/220 VAC Maximum</li> </ul>
<b>Regulatory Compliance</b>	CE Mark Safety: <ul style="list-style-type: none"> <li>• UL 60950-1:2003</li> <li>• EN 60950:2000</li> <li>• EMI and susceptibility (Class A)</li> <li>• U.S.: FCC Part 15.107 and 15.109</li> <li>• Canada: ICES-003</li> <li>• Japan: VCCI</li> <li>• Europe: EN 55022, EN 55024</li> </ul>

Tables 3 and Table 4 list the ordering and accessories information for Cisco 5500 Series Wireless Controllers.

**Table 3.** Ordering Information for Cisco 5500 Series Wireless Controllers

Part Number	Product Name	Cisco SMARTnet® Service 8x5xNBD
<b>AIR-CT5508-12-K9</b>	5500 Series Wireless Controller for up to 12 Cisco access points	CON-SNT-CT0812
<b>AIR-CT5508-25-K9</b>	5500 Series Wireless Controller for up to 25 Cisco access points	CON-SNT-CT0825
<b>AIR-CT5508-50-K9</b>	5500 Series Wireless Controller for up to 50 Cisco access points	CON-SNT-CT0850
<b>AIR-CT5508-100-K9</b>	5500 Series Wireless Controller for up to 100 Cisco access points	CON-SNT-CT08100
<b>AIR-CT5508-250-K9</b>	5500 Series Wireless Controller for up to 250 Cisco access points	CON-SNT-CT08250
<b>AIR-CT5508-500-K9</b>	5500 Series Wireless Controller for up to 500 Cisco access points	CON-SNT-CT08500
<b>AIR-CT5508-500-2PK</b>	2 Pack 5500 Series Wireless Controller for up to 500 Cisco access points each (1000 access points total)	CON-SNT-AIRC552P
<b>AIR-CT5508-HA-K9</b>	Cisco 5508 Series Wireless Controller for High Availability	CON-SNT-CT5508HA

**Table 4.** Accessories for Cisco 5500 Series Wireless Controllers

Part Number	Product Name
<b>AIR-PWR-5500-AC=</b>	5500 Series Wireless Controller Redundant AC Power Supply
<b>AIR-FAN-5500=</b>	5500 Series Wireless Controller Fan Tray
<b>AIR-CT5500-RK-MNT</b>	5500 Series Wireless Controller Spare mounting kit

## Additive Capacity Upgrade Licenses

Tables 5 and 6 list additive capacity upgrade licenses for the Cisco 5500 Series.

**Table 5.** Ordering Information for Cisco 5500 Series Wireless Controllers Additive Capacity Licenses (e-Delivery Product Authorization Keys [PAKs])

	Part Number	Product Description	Cisco SMARTnet Service 8x5xNBD
<b>e-License</b>	L-LIC-CT5508-UPG	Primary upgrade SKU: Pick any number or combination of the following options under this SKU to upgrade one or many controllers under one product authorization key	CON-SNT-LCTUPG
	L-LIC-CT5508-5A	5 AP Adder License for the 5508 Controller (eDelivery)	CON-SNT-LICT55A

	Part Number	Product Description	Cisco SMARTnet Service 8x5xNBD
	L-LIC-CT5508-25A	25 AP Adder License for the 5508 Controller (eDelivery)	CON-SNT-LCT25A
	L-LIC-CT5508-50A	50 AP Adder License for the 5508 Controller (eDelivery)	CON-SNT-LCT50A
	L-LIC-CT5508-100A	100 AP Adder License for the 5508 Controller (eDelivery)	CON-SNT-LCT100A
	L-LIC-CT5508-250A	250 AP Adder License for the 5508 Controller (eDelivery)	CON-SNT-LCT250A

**Table 6.** Ordering Information for Cisco 5500 Series Wireless Controllers Additive Capacity Licenses (Paper PAKs)

	Part Number	Product Description	Cisco SMARTnet Service 8x5xNBD
<b>Paper License</b>	LIC-CT5508-UPG	Primary upgrade SKU: Pick any number or combination of the following options under this SKU, to upgrade one or many controllers under one product authorization key.	CON-SNT-LCTUPG
	LIC-CT5508-5A	5 AP Adder License for the 5508 Controller	CON-SNT-LICT55A
	LIC-CT5508-25A	25 AP Adder License for the 5508 Controller	CON-SNT-LCT25A
	LIC-CT5508-50A	50 AP Adder License for the 5508 Controller	CON-SNT-LCT50A
	LIC-CT5508-100A	100 AP Adder License for the 5508 Controller	CON-SNT-LCT100A
	LIC-CT5508-250A	250 AP Adder License for the 5508 Controller	CON-SNT-LCT250A

The additive capacity licenses allow for the increase in access point capacity supported by the controller up to a maximum of 500 access points. As an example, if a controller was initially ordered with support for 250 access points, that capacity could be later increased to up to 500 access points by purchasing a 250-access-point additive capacity license (1x-LIC-CT5508-250A).

A certificate with a PAK is required to add additional access point capacity on the Cisco 5500 Series Wireless Controller.

The certificate may be expedited via email. If a paper certificate is required for customs, it should be ordered to ship via U.S. mail. Each additive capacity license and PAK must be registered prior to installation.

Ordering and installing the Cisco 5500 Series Wireless Controller additive capacity licenses is a three-step process:

1. Select the correct SKU for email or paper delivery.
2. Register the PAK certificate (see [Registering PAK Certificate](#)).
3. Install the license on the Cisco 5500 Series Wireless Controller (see [Installing License](#)).

Please review the Cisco Wireless LAN Controller Configuration Guide, Release 6.0 or later, for detailed ordering, registration, and installation information for the 5500 Series additive capacity licenses.

Electronic delivery of the same PAKs is available by ordering the e-License SKUs as listed in Table 5. If a paper certificate is required, please use the SKUs listed in Table 6.

### PAK Certificate Registration

Customers are required to register a PAK certificate for all upgrade licenses for the Cisco 5500 Series Wireless Controllers. Customer email address and host name are required to register the PAK certificate at:

<http://www.cisco.com/go/license>.

## Installing License on Cisco WCS Server

Follow these steps to install a license file. If you need additional help, contact Cisco Technical Assistance Center (TAC) at 800 553-2447 or [tac@cisco.com](mailto:tac@cisco.com).

1. Install Cisco WCS software if not already completed.
2. Save the license file (.lic) to a temporary directory on your hard drive. (You will receive an email from Cisco with an attached license file)
3. Open a supported version of the Internet Explorer browser.
4. In the location or address field, enter the following URL, replacing IP address with the IP address or host name of the Cisco WCS server: **https: // <IP address>**.
5. Log in to the Cisco WCS server as system administrator. (Be aware that usernames and passwords are case-sensitive.)
6. From the Help menu, select **Licensing**.
7. On the Licensing page, from the Command menu, select **Add License**.
8. On the Add License page, click **Browse** to navigate to the location where you saved the .lic file.
9. Click **Download**. The Cisco WCS server imports the license.

Table 7 shows the optional DTLS license for Cisco 5500 Series Wireless Controllers.

Datagram Transport Layer Security (DTLS) is required for all OfficeExtend deployments to encrypt the Data Plane traffic. **Customers planning to install this device physically in Russia must order the controller with DTLS disabled and then obtain a physical PAK in order to enable a DTLS license and should not download the license from Cisco.com.** Please consult your local government regulations to ensure that Data DTLS encryption is permitted.

If a customer chooses SWC5500K9-60, SWC5500K9-70 or SWC5500K9-72, DTLS Data Encryption is enabled by default. When a customer orders the 5500 Series and chooses either SWC5500LPE-K9-70 or SWC5500LPE-K9-72 in the Optional Licenses tab, data DTLS Encryption is disabled.

The DTLS Paper PAK license is designated for customers who purchase a controller with DTLS disabled due to import restrictions but get permission to add DTLS support after initial purchase. This optional DTLS license is required for Cisco OfficeExtend deployment.

**Table 7.** Optional Licensing for Cisco 5500 Series Wireless Controllers (PAKs)

Part Number	Description
LIC-CT5508-LPE-K9	5508 Wireless Controller DTLS License (Paper PAK)
L-LIC-CT55-LPE-K9=	Cisco 5508 Controller DTLS License (electronic Certificate)

Other customers can simply use the procedure outlined below in order to download the DTLS license from Cisco.com.

To obtain a data DTLS license, follow these steps:

Step 1. Browse to <http://cisco.com/go/license>

Step 2. On the Product License Registration page, choose **Licenses Not Requiring a PAK**

Step 3. Choose **Cisco Wireless Controllers DTLS License** under Wireless

Step 4. Complete the remaining steps to generate the license file. The license will be provided online or via email



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Step 5. Copy the license file to your TFTP server

Step 6. Install the license by browsing to the WLC Web Administration Page:

Management --> Software Activation --> Commands --> Action: Install License

Step 7. Browse to: [Cisco 5508 Wireless Controller Software Download Page](#)

<http://www.cisco.com/cisco/software/release.html?mdfid=282600534&release=7.0.230.0&relind=AVAILABLE&softwareid=280926587&rellifecycle=ED&reltype=latest>

Step 8. Choose the release that corresponds to the SW running on your WLC

Step 9. Choose the **NON LDPE** software release: AIR-CT5500-K9-X-X-XX.aes

Step 10. Complete the remaining steps to download the software

## Service and Support

Realize the full business value of your wireless network and mobility services investments faster with intelligent, customized services from Cisco and our partners. Backed by deep networking expertise and a broad ecosystem of partners, Cisco professional and technical services enable you to successfully plan, build, and run your network as a powerful business platform. Our services can help you successfully deploy the Cisco 5500 Series Wireless Controller and integrate mobility solutions effectively to lower the total cost of ownership and secure your wireless network.

To learn more about Cisco Wireless LAN service offers, visit: <http://www.cisco.com/go/wirelesslanservices>.

## Summary

The Cisco 5500 Series Wireless Controller is designed for 802.11n performance and offers maximum scalability for enterprise and service provider wireless deployments. It simplifies deployment and operation of wireless networks, helping to ensure smooth performance, enhance security, and maximize network availability. The Cisco 5500 Series Wireless Controller manages all the Cisco access points within campus environments and branch locations, eliminating complexity and providing network administrators with visibility and control of their wireless LANs.

## For More Information

For more information about Cisco wireless controllers, contact your local account representative or visit:

<http://www.cisco.com/en/US/products/ps6366/index.html>.

For more information about the Cisco Unified Wireless Network framework, visit:

<http://www.cisco.com/go/unifiedwireless>.




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FOR COUNCIL: December 8, 2014

SUBJECT: Purchase Six (6) Police Pursuit vehicles using the State of Illinois Joint Purchasing Contract

**RECOMMENDATION/MOTION:** Purchase six (6) Police Interceptor Utility vehicles through the State of Illinois Joint Purchasing Contract # 4017160, from Marrow Brothers Ford in Greenfield IL. in the amount of \$180,840.00, and the Procurement Manager be authorized to issue a Purchase Order for same.

**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:** Currently there are six (6) Marked Patrol units that require replacement in this Fiscal Year Budget. These units will have over 100,000 miles once replaced. Equipment will be transferred to the new units.

The current police fleet consists of Chevrolet Impalas, Caprices, Tahoes and Ford Crown Victoria's, Police Interceptor Sedans and Utility's. There is a mix of vehicles so that the entire fleet is not down due to a safety recall of which there have been many the past few years. The new units were selected for patrol use because of the increased driver interior space and all-wheel drive capability for use in snow and ice events and are pursuit rated.

Normal replacement of marked patrol cars is 100,000 miles. Total repair and maintenance on same is \$118,745.97. Staff respectfully requests replacement of six (6) units. These units are scheduled replacement or require repairs in excess of their value. Staff respectfully requests to have the replacement units declared surplus and be sold on public auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The FY 2015 Adopted Budget includes the replacement of these vehicles under the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130). The budgeted amount is \$187,800. The replacement units will cost \$180,840. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 264.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronos, Superintendent of Fleet Maintenance

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

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1: Contract

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Motion: That the purchase six (6) Police Interceptor Utility vehicles through the State of Illinois Joint Purchasing Contract # 4017160, from Marrow Brothers Ford in Greenfield IL. in the amount of \$180,840.00, and the Procurement Manager be authorized to issue a Purchase Order for same.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • Greenfield, IL 62044  
(217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038

## STATE OF ILLINOIS JOINT PURCHASE CONTRACT

# 4017160

### 2015 POLICE PURSUIT VEHICLE

ORDERING AGENCY: City of Bloomington

CONTACT PERSON: Rob Krone CELL: \_\_\_\_\_

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_

QUANTITY: 6 COST EACH: \$ 30,140.00

ADDRESS: 336 south main st

CITY: Bloomington ZIP CODE: 61701 TAX EXEMPT # E999 - - - - -

PHONE: 309-434-2296 FAX: 309-434-2279 EMAIL: rkrones@cityblm.org

TOTAL ORDER COST: \$ 180,840.00

SIGNATURE [Signature] TITLE Superintendent of fleet

Please mail order to:

Morrow Brothers Ford Inc.  
RR 2 Box 120  
Greenfield, IL 62044

Phone # 1-217-368-3037  
Fax # 1-217-368-3517  
Email: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

**\*PAYMENT DUE UPON DELIVERY\***



## 2015 UTILITY POLICE INTERCEPTOR STANDARD EQUIPMENT

### **MECHANICAL**

Alternator – 220-Amp  
Battery – H.D. maintenance-free 78A/750-CCA  
Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Calipers  
Column Shifter  
Drivetrain – All-Wheel-Drive  
Electric Power-Assist Steering (EPAS) – H.D.  
Engine – 3.7L V6 Ti-VCT  
Engine Hour Meter  
Engine Oil Cooler  
Fuel Tank – 18.6 gallons  
Transmission – 6-speed automatic

### **EXTERIOR**

Exhaust True Dual  
Front Door-Lock Cylinders Driver / Passenger /Liftgate  
Glass – 2nd and 3rd Row Privacy Glass  
Headlamps – Halogen Projector (Bi- Functional)  
Liftgate – Manual 1-Piece – Fixed Glass  
Mirrors – Power Electric Remote, Manual Folding with Integrated Spotter  
Spare – Full size 18" Tire w/TPMS  
Tail lamps – LED  
Tires – 245/55R18 A/S BSW  
Wheels – 18" x 8.0 painted black steel with wheel hub cover

### **INTERIOR/COMFORT**

Cargo Hooks  
Air Conditioning  
Door-Locks, Windows Power  
Floor Covering H.D. Vinyl  
Glove Box – Locking/non-illuminated  
Lighting  
— Overhead Console with sunglass holder  
— 1st row task lights (driver and passenger)  
— Dome Lamp – 1st row (red/white)  
— 2nd/3rd row overhead map light  
Power-Adjustable Pedals (Driver Dead Pedal)  
Powerpoints – (2) First Row  
Seats  
— Police Grade Cloth Dual Front Buckets  
— Driver 6-way Power (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)  
— Steel intrusion plates in both driver/passenger seatbacks  
— 2nd Row Vinyl, 60/40 Split Bench Seat fold-flat  
Cruise Control  
Speedometer – Calibrated  
Steering Wheel – Manual / Tilt,  
Universal Top Tray – Center of I/P for mounting equipment  
Windows, Power, 1-touch Down Driver-Side with disable feature

### **SAFETY/SECURITY**

AdvanceTrac® w/RSC® (Roll Stability Control™)  
Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®  
Anti-Lock Brakes (ABS) with Traction Control  
Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row  
Tire Pressure Monitoring System (TPMS)

### **FUNCTIONAL**

Easy Fuel® Capless Fuel-Filler  
MyFord®  
— AM/FM / CD / MP3 Capable / Clock / 6 Speakers  
— 4.2" Color LCD Screen Center-Stack "Smart Display"  
— 5-way Steering Wheel Switches, Redundant Controls  
Power pigtail harness  
Recovery Hooks, Rear Only  
Simple Fleet Key (w/o microchip, easy to replace)  
Two-way radio pre-wire  
Rear Window Defroster Heated  
Wipers –Intermittent; Rear Dual Speed

### **OPTIONS INCLUDED**

\*All-Wheel Drive  
\*Interior Lights Disabled. Dark Mode  
\*Drivers Side LED Spot Light  
\*Ignition Override System  
\*86P Front Headlamp Housing Prep  
\*66B Tail Lamp Lighting Solution  
\*5-Year/100,000 Mile Powertrain - Extended Warranty, \$0 Deductible

2015 AWD Utility Police  
Interceptor.....\$25,820.00

2015 AWD Sedan Police  
Interceptor.....\$23,980.00

**65U Interior Upgrade Package** \*\*\*Not recommended for radio and equipment mounting.\*\*\*.....\$350.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate – Includes Console
- Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted)

**Note:** Not available with options: 67G, 67H and 67U

**86P Front Headlamp / Police Interceptor Housing Only**.....No Charge/Included

- Pre-drilled hole for side marker police use, does not include LED installed bulb (eliminates need to drill housing assemblies)
- Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights)

**Note:** Not available with options: 66A and 67H

**66A Front Headlamp Lighting Solution**.....\$650.00

- Includes base projector beam headlamp plus two (2) multi-function Park/Turn/Warn (PTW) bulbs for Wig-wag simulation and two (2) white hemispheric lighthouse LED side warning lights.
- Includes pre-wire for grille lamp, siren and speaker (60A)

**Note:** Not available with option: 67H

**66B Tail Lamp Lighting Solution**.....No Charge/Included

- Includes base lamp plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in tail lamps

**Note:** Not available with option: 67H

**66C Rear Lighting Solution**.....\$480.00

- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)

**Note:** Not available with option: 67H

**67G Cargo Wiring Upfit Package**.....\$1,100.00

- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Wiring overlay harness with lighting and siren interface connections
- Vehicle Engine Harness:
  - o Two (2) light connectors – supports up to six (6) LED lights (engine compartment)
  - o Two (2) grille light connectors
  - o Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block
  - o One (1) 10-amp siren/speaker circuit (engine to cargo area)
- Whelen Lighting PCC8R Control Head
- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)
- Light Controller / Relay Center Wiring (jumper harness)
- Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head
- Pre-wiring for grille lamp, siren and speaker (60A)

**Note:** Not available with options: 65U, 67H and 67U

**63L Rear Side Quarter Glass LED Warning**.....\$460.00



**☐ 67H Ready for the Road Package:.....\$3,390.00**

**All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus**

- Whelen Cencom Light Controller Head
- Whelen Cencom Relay Center / Siren / Amp (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness)
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille lamp, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue)
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)
- Wiring Harness:
  - o Two (2) light cables – supports up to six (6) lights (engine compartment)
  - o Two (2) grille light cables
  - o Two (2) 50 amp battery and ground circuits in RH rear-quarter
  - o One (1) 10 amp Siren / Speaker circuit to engine cargo area

**Note:** Not available with options: 66A; 66B; 66C; 67G, 67U

**☒ 67U Ultimate Wiring Package:.....\$540.00**

Includes the following:

- Rear console mounting plate (85R) – contours through 2nd row; channel for wiring
- Pre-wiring for grille lamp, siren and speaker (60A)
- Wiring harness I/P to rear (overlay)
  - o Two (2) light cables – supports up to six (6) lights (engine compartment)
  - o Two (2) grille light cables
  - o Two (2) 50-amp battery and ground circuits in RH rear-quarter
  - o One (1) 10-amp siren/speaker circuit engine cargo area

**Note:** Not available with options: 65U, 67G, 67H

**☐ 47C Police Wire Harness Connector Kit – Front:.....\$115.00**

For connectivity to Ford PI Package solutions includes:

- (2) Male 4-pin connectors for siren
- (5) Female 4-pin connectors for lighting/siren/speaker
- (1) 4-pin IP connector for speakers
- (1) 4-pin IP connector for siren controller connectivity
- (1) 8-pin sealed connector
- (1) 14-pin IP connector

**Note:** See Upfitters guide for further detail [www.fordpoliceinterceptorupfit.com](http://www.fordpoliceinterceptorupfit.com)

**☐ 21P Police Wire Harness Connector Kit – Rear:.....\$130.00**

For connectivity to Ford PI Package solutions includes:

- (1) 2-pin connector for rear lighting
- (6) Female 4-pin connectors
- (6) Male 4 pin connectors
- (1) 10-pin connector

**Note:** See Upfitters guide for further detail [www.fordpoliceinterceptorupfit.com](http://www.fordpoliceinterceptorupfit.com)



## VINYL WRAP OPTIONS

- 91A Two-Tone Vinyl Package #1**.....\$860.00  
Roof Vinyl  
RH/LH Front Doors Vinyl  
RH/LH Rear-Doors Vinyl  
White (YZ) Only  
**Note:** Not available with the following options: 91B, 91C, 91D, 91E, 91F, 91G, 91H, 91J
- 91B Two-Tone Vinyl Package #2**.....\$860.00  
Roof Vinyl  
Hood Vinyl  
White (YZ) Only  
**Note:** Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91G, 91H, 91J
- 91C Two-Tone Vinyl Package #3**.....\$860.00  
Roof Vinyl  
RH/LH Front Doors Only Vinyl  
White (YZ) Only  
**Note:** Not available with the following options: 91A, 91B, 91D, 91E, 91F, 91G, 91H, 91J
- 91H Two-Tone Vinyl – Roof**.....\$490.00  
Roof Vinyl  
White Only  
**Note:** Not available with the following options: 91A, 91B, 91C
- 91J Two-Tone Vinyl – RH/LH Front Doors**.....\$490.00  
White Only  
**Note:** Not available with the following options: 91A, 91B, 91C, 91D, 91E, 91F, 91G
- 91D Vinyl Word Wrap – POLICE “non-reflective”**.....\$860.00  
White (YZ) lettering located on LH/RH sides of vehicle  
**Note:** Not available with the following options: 91A, 91B, 91C, 91E, 91F, 91G, 91J
- 91F Vinyl Word Wrap – POLICE “reflective”**.....\$860.00  
White lettering located on LH/RH sides of vehicle  
**Note:** Not available with the following options: 91A, 91B, 91C, 91D, 91E, 91G, 91J
- 91E Vinyl Word Wrap – POLICE “reflective”**.....\$860.00  
Black lettering located on LH/RH sides of vehicle  
**Note:** Not available with the following options: 91A, 91B, 91C, 91D, 91F, 91G, 91J
- 91G Vinyl Word Wrap – SHERIFF “non-reflective”**.....\$860.00  
White lettering located on LH/RH sides of vehicle  
**Note:** Not available with the following options: 91A, 91B, 91C, 91D, 91E, 91F, 91J

## OPTIONS

<input type="checkbox"/> 41H Engine Block Heater .....	\$30.00
<input type="checkbox"/> 942 Daytime Running Lamps .....	\$35.00
<input checked="" type="checkbox"/> 17T Dome Lamp – Red/White in Cargo Area .....	\$55.00
<input type="checkbox"/> 60A Pre-wiring for grille lamp, siren, and speaker .....	\$45.00
<input type="checkbox"/> 92G Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass) .....	\$235.00
<input type="checkbox"/> 92R Glass – Solar Tint 2nd Row Only (Deletes Privacy Glass).....	\$125.00
<input type="checkbox"/> 68Z Black Roof Rack Side Rails .....	\$80.00
<input type="checkbox"/> 64B Wheel Covers (18" Full Face Wheel Cover).....	\$50.00
<input type="checkbox"/> 18" Aluminum Wheels .....	\$475.00
<input type="checkbox"/> 4-Molded Splash Guards.....	\$190.00
<input checked="" type="checkbox"/> Undercoat.....	\$290.00
<input type="checkbox"/> 21B Rear View Camera (Video displayed in rear view mirror) .....	\$225.00
<input type="checkbox"/> 53M SYNC® Basic (Handsfree Cellular Communication), up to 12 Individual Phones.....	\$260.00
<input type="checkbox"/> 61R Remappable (4) switches on steering wheel (less SYNC®) .....	\$135.00
<input type="checkbox"/> 61S Remappable (4) switches on steering wheel (with SYNC®) .....	\$135.00

### **Doors / Locks (Select only one)**

<input type="checkbox"/> 68L Rear-Door Handles Inoperable / Locks Operable .....	\$30.00
<input checked="" type="checkbox"/> 68G Rear-Door Handles Inoperable / Locks Inoperable.....	\$30.00
<input type="checkbox"/> 52H Hidden Door-Lock Plunger w/Rear-door handles operable.....	\$145.00
<input type="checkbox"/> 52P Hidden Door-Lock Plunger w/Rear-door handles inoperable .....	\$145.00

### **Windows**

<input checked="" type="checkbox"/> 18W Windows – Rear-window power delete, operable from front driver side switches .....	\$20.00
--	---------

### **Flooring / Seats**

<input type="checkbox"/> 16C 1st and 2nd row carpet floor covering.....	\$105.00
<input type="checkbox"/> Cloth Rear Seat in lieu of vinyl.....	\$55.00

**Keyed Alike (Note: Not available with Remote Keyless-Entry – 595).....\$45.00**

59E Keyed Alike – 1435x

59J Keyed Alike – 1111x

59B Keyed Alike – 1284x

59C Keyed Alike – 1294x

59D Keyed Alike – 0135x

59G Keyed Alike – 0151x

59F Keyed Alike – 0576x

Extra Key...\$25.00 Each Extra Remote...\$170.00 Each

**Safety & Security**

90D Ballistic Door-Panels – Driver Front Door Only .....\$1,300.00

90E Ballistic Door-Panels – Driver & Pass Front Doors.....\$2,600.00

55B BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Requires 21B).....\$430.00

549 Mirrors – Heated Sideview .....\$70.00

19L Lockable Gas Cap.....\$15.00

595 Remote Keyless-Entry Key Fob **Note:** Not available with Keyed Alike .....\$230.00

76R Reverse Sensing .....\$290.00

17A Aux Air Conditioning **Note:** Not available with Cargo Storage Vault (63V).....\$500.00

97T Trunk Circulation Fan (Sedan only).....\$90.00

62D Trunk Electronics Tray (Sedan only).....\$270.00

63V Cargo Storage Vault (includes lockable door) **Note:** Not available with Aux. Air Conditioning (17A).....\$280.00

60R Additional Noise Suppression Bonds (Ground Straps).....\$85.00

85R Rear Console Plate (Contours through 2<sup>nd</sup> row. Conduit for wiring).....\$30.00

18X 100 Watt Siren/Speaker (includes mounting bracket) .....\$250.00

License and Title Fees – Circle one: M MP Sheriff.....\$169.00

Delivery-Single Unit.....\$275.00

Delivery-Multiple Units.....EACH.....\$225.00

3.5L V6 Eco Boost 365HP (Available in All Wheel Drive).....\$2,990.00

Delete Driver’s Side Spotlight.....<\$325.00> Credit

Delete Ignition Override.....<\$110.00> Credit

## EXTERIOR COLOR OFFERINGS

- |  |  |
|--|--|
| <input type="checkbox"/> Medium Brown Metallic BU      | <input type="checkbox"/> Ultra Blue Metallic MM                  |
| <input type="checkbox"/> Arizona Beige Clearcoat E3    | <input type="checkbox"/> Silver Grey Metallic TN                 |
| <input type="checkbox"/> Smokestone Metallic HG        | <input checked="" type="checkbox"/> Black UA                     |
| <input type="checkbox"/> Kodiak Brown Metallic J1      | <input type="checkbox"/> Sterling Grey Metallic UJ               |
| <input type="checkbox"/> Deep Impact Blue J4           | <input type="checkbox"/> Ingot Silver Metallic UX                |
| <input type="checkbox"/> Dark Toreador Red Metallic JL | <input type="checkbox"/> Medium Titanium Metallic YG             |
| <input type="checkbox"/> Norsesea Blue Metallic KR     | <input type="checkbox"/> Oxford White YZ                         |
| <input type="checkbox"/> Dark Blue LK                  | <input type="checkbox"/> Fire Chief Red - Special Order \$890.00 |
| <input type="checkbox"/> Royal Blue LM                 | <input type="checkbox"/> 11R13 Sedan                             |
| <input type="checkbox"/> Light Blue Metallic LN        | <input type="checkbox"/> 12R13 Utility                           |

\* YZ Oxford White Accent Color Wrap for Vinyl Packages 91A, 91B, 91C, 91D



**POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES**

- Basic Patrol Package..... \$4,490.00
  - \*Fully Populated All LED Light Bar
  - \*Integrated Alley Lights, Take Downs with Flash
  - \*Integrated Traffic Advisor
  - \*Full Feature Siren w/Light Controls, PA.
  - \*100 Watt Siren Speaker w/Bracket
  - \*4 LED Corner Lights. 2- Front 2- Rear
  - \*Custom Equipment Console
  - \*3 Outlet 12 Volt Strip
  - \*Light Bar Mounting Kit
  - \*Installation of customer supplied radio/antenna
  - \*All parts, labor, and professional installation
  
- Slick Top Package ..... \$4,490.00
  - \*Interior LED's in lieu of light bar
  
- 2 Ion LED Grill Lights ..... \$280.00
- Ion LED Mirror Beams..... \$290.00
- Ion SideKick LED's (Sedan Only) ..... \$290.00
- Howler LOW Frequency Siren ..... \$470.00
- Prisoner Partition – Sliding Center, XL Space Saver, Center Weapons Recess ..... \$680.00
- Rear Window Armor..... \$290.00
- Dual Weapons Rack w/timer. AR/870..... \$390.00
- Push Bumper - Non-lighted ..... \$580.00
- Push Bumper with 4 Ion LED Warning Lights..... \$880.00
- Rear Prisoner Seat (Sedan) ..... \$390.00
- Rear Cargo Barrier (Utility)..... \$490.00
- Rear Prisoner Seat with Cargo Barrier (Utility)..... \$1,190.00
- Computer Mount for Customer Supplied Docking Station (includes new charge guard) ..... \$490.00

**MORROW BROTHERS FORD INC. TRADE INFORMATION**

CONTACT: Richie M. Wellenkamp

PHONE: 1-217-368-3037

FAX: 1-217-368-3517

ORDERING AGENCY: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TRADE VALUE (MORROW BROTHERS USE ONLY) \$ \_\_\_\_\_

**VEHICLE INFORMATION**

YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL / BODY STYLE \_\_\_\_\_

COLOR \_\_\_\_\_ VIN # \_\_\_\_\_

ENGINE \_\_\_\_\_ TRANSMISSION \_\_\_\_\_

MILEAGE \_\_\_\_\_ 4X4 TRUCK \_\_\_\_\_ 2WD TRUCK \_\_\_\_\_

**EQUIPMENT**

\_\_\_\_\_ AIR CONDITIONING

\_\_\_\_\_ TILT WHEEL

\_\_\_\_\_ SPOTLIGHT

\_\_\_\_\_ AM/FM RADIO

\_\_\_\_\_ OTHER (LIST ITEMS BELOW)

\_\_\_\_\_ CRUISE CONTROL

\_\_\_\_\_ POWER MIRRORS

\_\_\_\_\_ POWER LOCKS

\_\_\_\_\_ CASSETTE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU MAY E-MAIL PICTURES TO: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)

**WE WILL TRADE FOR ANYTHING!**



FOR COUNCIL: December 8, 2014

SUBJECT: Amended Mutual Aid Box Alarm System (MABAS) Agreement

**RECOMMENDATION/MOTION:** Recommend that the amended agreement be approved, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

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

**BACKGROUND:** The Fire Department has been a member of MABAS Illinois since 2007. Resolution 1997 - 97 approved on November 24, 1997 allowed membership to MABAS.

The MABAS organization consists of approximately 1,100 Illinois Fire Departments that are grouped into sixty-nine (69) divisions including the City of Chicago. The organization was established to provide statewide mutual aid. The agreement replaced all existing individual mutual aid agreements. MABAS provides substantial resources required in a natural disaster either intrastate or interstate.

The amended agreement is in compliance with FEMA Recovery Policy (RP9523.6). This policy references the reimbursement claims for disaster mobilization, associated with the federal requirements of the Stafford Act.

The amendment establishes reimbursement for any assistance provided to a community exceeding eight (8) hours. It also provides the ability to recover salary expenses over the normal level of compensations such as the overtime and backfill.

The agreement offers eligibility to participate in deployments and the ability to recover added expenses created by a statewide or interstate deployment.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Les Siron, Interim 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

- Attachments:**
- Attachment 1: Council Memo & Resolution November 24, 1997
  - Attachment 2: 1997 Agreement
  - Attachment 3: Agreement
  - Attachment 4: Background
  - Attachment 5: FEMA Policy

Motion: That the amended agreement be approved, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



67

FOR COUNCIL: November 24, 1997

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Agreement and Resolution Approving City Participation in the Mutual Aid Alarm System

Staff is recommending the council approve the attached Resolution and agreement allowing the City of Bloomington and its Fire Department to become a participating member of an organization known as MABAS. The term MABAS is an acronym for Mutual Aid Box Alarm System. This organization currently has a membership of 220 fire department and fire protection districts, most of which are comprised of communities in the outlying areas of the City of Chicago. There has been a continual growth to the north and south, with membership currently as far south as Dwight, IL.. There are several other communities around us who are considering affiliation with MABAS at this time. We feel that our membership will be the catalyst for other area department memberships, including several in McLean county.

MABAS was formed in an attempt to provide necessary emergency responses with a minimum of manpower and equipment needs. The original members were able to count on their neighbors for manpower when in need. They were able to form specialty rescue and hazardous materials teams across community lines, or at least not repeat the efforts of a neighboring community when such a resource already existed. The results were great savings of manpower and money.

Another major benefit of the organization was the development of a uniform method of mutual aid for departments responding to an incident. Several rules and procedures were developed to insure safe operations and effective emergency interventions on the part of responding departments. Radio frequencies, training activities, Incident Command systems and personnel accountability are common requirements. The City of Bloomington is very close to being in compliance with the MABAS requirements already, and the transition would be both inexpensive and procedurally easy.

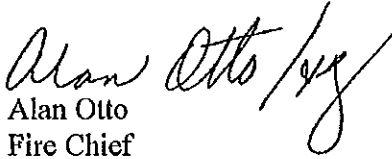
Joining MABAS will give us the opportunity to take advantage of mutual aid with the 220 members, their manpower and equipment resources, specialty rescue teams and expertise. The chances at this time for us to ask for help will far outweigh our help being requested. However, we would be willing and obligated to respond with help if requested within the guidelines of the attached agreement. Further, our joining of MABAS will not affect any mutual aid agreements we currently have signed with other local departments.

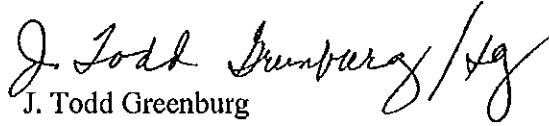
We can expect to have to pay out about \$100.00 every other year as our financial obligation to MABAS to help offset administrative costs like printing and membership materials. Our joining of MABAS and forming its newest and southernmost division will again offer us resources not currently available and which would be very infrequently needed. As other area departments join

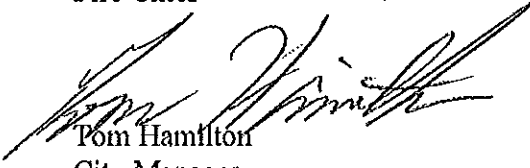
this new division, we can expect better coordinated and safer mutual aid operations to develop in our area as yet another benefit.

Staff recommends adoption of the attached Resolution and approval of the agreement.

Respectfully,

  
Alan Otto  
Fire Chief

  
J. Todd Greenburg  
Corporation Council

  
Tom Hamflton  
City Manager

Motion:

That the agreement be approved, the Resolution be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: Alderman Ciproque Seconded by: Alderman Whalen

	Aye	Nay	Other		Aye	Nay	Other
Alderman Crawford	✓			Alderman Finnegan	✓		
Alderman Fruin	✓			Alderman Rhoda	✓		
Alderman Sprague	✓			Alderman Crouch			
Alderman Matejka	✓						
Alderman Whalen	✓			Mayor Markowitz			

**RESOLUTION NO. 1997- 97**

**A RESOLUTION ESTABLISHING A FIRE MUTUAL AID RESPONSE**

WHEREAS, all parties have been participating in the Mutual Aid Box Alarm System (MABAS) to provide for communication procedures and other necessary functions to further the provision of said protection of life and property from an emergency or disaster; and

WHEREAS, an ad hoc committee has revised the existing MABAS contract to address the dynamics of change that have impacted upon the fire service since the original contract; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1 et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any unit of local government; and

WHEREAS, 5 ILCS 220/5 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, and the protection of life and property from an emergency or disaster; and

WHEREAS, the purpose of said organization is to establish procedures to be followed in an emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a single unit of local government; and

WHEREAS, the City Council of the City of Bloomington after due investigation have determined that membership in said organization will benefit the residents of said City of Bloomington.

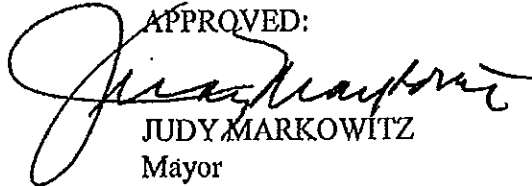
BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois as follows:

That the Mayor and City Clerk be and are hereby authorized to execute an Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Agreement being attached hereto and being made a part hereof.

PASSED this 24th day of November, 1997.

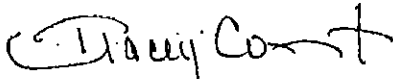
APPROVED this 25th day of November, 1997.

APPROVED:



JUDY MARKOWITZ  
Mayor

ATTEST:



TRACEY COVERT  
City Clerk

## MUTUAL AID BOX ALARM SYSTEM AGREEMENT

This agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Units(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Revised Statutes, 1987, Chapter 127, Section 741, et seq., entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, the Illinois Revised Statutes, 1987, Chapter 127, Section 745, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter "MABAS") and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

### SECTION ONE

#### Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and manmade catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment

to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO  
Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System (hereinafter referred to as "MABAS")": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village, or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;
- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units;
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS;
- H. "Executive Board": The governing body of MABAS comprised of Division representatives;

SECTION THREE  
Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
  2. Determine if the requested equipment, personnel and/or services can be committed in response to the request from the Stricken Unit;
  3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
  4. Notify the Stricken Unit of any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR  
Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of an emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE  
Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX  
Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage; workman's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any use of the items enumerated herein to any other party hereto or its personnel. The obligations of this Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN  
Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.



SECTION EIGHT  
Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE  
Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section. Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN  
Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN  
Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE  
Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

### SECTION THIRTEEN

#### Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such address as shall be agreed upon.

### SECTION FOURTEEN

#### Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

### SECTION FIFTEEN

#### Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

### SECTION SIXTEEN

#### Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, bylaws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective Division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the bylaws shall coordinate the activities of the MABAS.

### SECTION SEVENTEEN

#### Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and bylaws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN  
Rules and Procedures

Rules, procedures and bylaws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN  
Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and bylaws of the MABAS as established by the Executive Board to this Agreement.

The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

CITY OF BLOOMINGTON

JUDY MARKOWITZ  
MAYOR

Date: November 25, 1997

ATTEST:

Tracey Covert  
City Clerk

Date: November 25, 1997

## **MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT**

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

**SECTION FIVE – Compensation for Aid** is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Political Entity / Agency

\_\_\_\_\_  
President / Mayor

**ATTEST:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk / Secretary

MABAS DIVISION: \_\_\_\_\_



# MABAS Matters: Contract Addendum and Reimbursement Concerns

By Karl R. Ottosen and Shawn P. Flaherty,  
Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd.

On July 1, 2014, the Executive Board of the Mutual Aid Box Alarm System (MABAS) issued a nineteen-page document to all 1,175 of its member agencies to explain why MABAS is requesting all member agencies to execute and return an ordinance approving an addendum to the MABAS Master Agreement. The Master Agreement is the intergovernmental agreement between the member agencies that provides MABAS with the necessary authority and powers it utilizes to oversee and support mutual aid functions throughout most of Illinois and into parts of several neighboring states. While the MABAS document issued is organized and highly-detailed, our office has nevertheless received numerous questions about the intent and impact of this addendum.

The primary impetus for the addendum to the Master Agreement is the issuance of FEMA Policy RP9523.6 entitled "Mutual Aid Agreements for Public Assistance and Fire Management Assistance." This policy was deemed applicable to all emergencies and major disasters declared by FEMA on or after October 27, 2012, until rescinded or superseded prior to November 10, 2015. The stated objective

of Policy RP9523.6 is to "reimburse eligible applicants for work performed by other entities through mutual aid agreements" as long as the expenses are "directly related to a Presidentially-declared major disaster, emergency or fire; incurred in the performance of eligible work; and reasonable." The addendum process took more than a year to plan, design, draft, and edit. Our firm, as MABAS legal counsel, sought input and direction from FEMA to craft the addendum in such a way to meet the intent of Policy RP9523.6 and the rigorous federal disaster reimbursement requirements it imposes.

FEMA openly encourages parties to have written mutual aid agreements in place prior to a declaration of disaster, and it further encourages parties to address the subject of reimbursement in these agreements. It is clear that FEMA now expressly conditions its reimbursement on the terms set forth in the underlying mutual aid agreement. Until now, the MABAS Master Agreement has lacked specific language allowing for reimbursement of any eligible costs. MABAS has always provided for day-to-day mutual aid without charge, but where third parties were charged for services,

a proportional payment was made to all participating members. In federally-declared disasters, reimbursement is sought for all responding agencies for in-state events. If responding to out-of-state disasters, members are serving as state assets and receive reimbursement at 100% of eligible costs from the state.

Because of FEMA Policy RP9523.6, without a provision for reimbursement following an initial period of unpaid assistance (eight consecutive hours), municipalities and fire protection districts face a probable denial of FEMA disaster reimbursement. Any member agency who fails to execute the ordinance adopting the MABAS Master Agreement addendum will likely be denied FEMA reimbursement for any response to an incident involving a Presidential declaration of disaster.

The MABAS addendum makes clear that it is the intent that day-to-day mutual aid should remain free and that neighboring jurisdictions should not bill each other for routine mutual aid. The addendum provides a mechanism whereby an aiding unit may seek reimbursement from a stricken unit under tightly-prescribed circumstances. The amounts assessed only start after eight consecutive hours of mutual aid and cannot exceed the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefits ordinance or compensation policy, and they cannot exceed the amount of fees permitted to be assessed under Illinois law. The amounts payable are to include only the non-routine costs meant to make an aiding unit whole. Specifically, this provision is only designed to cover those costs that an aiding fire department

About the Authors: Karl R. Ottosen is a shareholder and managing partner with the law firm of Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd. at the firm's Naperville office. Mr. Ottosen has over twenty-five years of experience representing government entities. He is a frequent speaker at seminars and workshops on topics such as labor, employment, and local government law issues. You may contact Mr. Ottosen at [kottosen@ottosenbritz.com](mailto:kottosen@ottosenbritz.com). Shawn P. Flaherty is a partner with Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd. in the firm's Naperville office. He has represented fire protection districts and fire departments, fire commissions, fire and police pension boards, and other units of local government for nearly fifteen years. He has co-authored the IAFFPD Handbook for Illinois Fire Protection District Trustees, among other publications. He is a frequent speaker at fire service seminars and has taught Fire Officer classes for the IFCA and NIPSTA and Fire Protection District Certified Trustees classes for the IAFFPD. Mr. Flaherty welcomes your e-mails at [sflaherty@ottosenbritz.com](mailto:sflaherty@ottosenbritz.com).

Continued on page 32

## MABAS Matters

Continued from page 30

would not have already paid if it was not summoned to aid the stricken unit. Aiding units must invoice the stricken unit within thirty days after the completion of the emergency and failure to invoice the stricken unit within the thirty days shall render the aid as a donation of services. Finally, the addendum makes it abundantly clear that mutual aid and the assessment of costs for mutual aid are in no way conditional upon the declaration of a federal disaster.

Questions have been raised about FEMA Policy RP9523.6 and its limited federal reimbursement share rate for declarations of disaster to be generally reimbursed at 75% of eligible cost. There are large-scale incidents such as September 11th and Hurricane Katrina that were so impactful that FEMA sought separate congressional action to authorize FEMA reimbursements at 100% of eligible cost. Moreover, in the state of Illinois, the

Illinois Emergency Management Agency (IEMA), the entity which directs all MABAS missions, authorizes the state of Illinois to reimburse responding agencies at the rate of 100% of all authorized reimbursable costs. For declarations of disaster within the state, FEMA will normally reimburse Illinois 75% of reimbursable costs, while the other 25% is generally covered by the state through the IEMA memorandum of understanding.

Some individuals in the volunteer fire service have raised concerns about reimbursement for volunteer fire departments. MABAS-Illinois has been seeking the cooperation of volunteer fire departments to execute the required benefit ordinances to address compensation for volunteers who may be deployed during declared disasters. If a volunteer fire department has no official mechanism to pay its volunteers for their extraordinary efforts during extraordinary events, it will not be eligible for any FEMA reimbursement and may be denied IEMA reimbursement. Understand

that if the volunteer fire department or district adopts such a benefit ordinance, the fire department or district will be expected to compensate its employees pursuant to the terms of the ordinance but will remain eligible for federal or state reimbursement provided the event qualifies. The lesson here is to set benefits in your benefit ordinance at a level that the fire department or district can afford in case reimbursement is not approved.

As a reminder, MABAS has requested all of its member agencies to approve the ordinances at board meetings, and return the executed ordinances and Secretary/Clerk certificate either to your MABAS Division or the MABAS-Illinois office in Wheeling no later than January 1, 2015. This action will assist MABAS, IEMA, and FEMA in measuring and awarding proper reimbursement for both federal and state disasters. [n](#)



**MARK YOUR CALENDAR, PLAN TO ATTEND &  
BE ON THE LOOKOUT FOR MORE DETAILS!**

Illinois Association of Fire Protection Districts  
**72<sup>nd</sup> Annual Conference**  
**JUNE 25-27, 2015**  
**Peoria Civic Center & Pere Marquette Marriott Hotel**





# FEMA

RP9523.6

## RECOVERY POLICY

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- I. TITLE: Mutual Aid Agreements for Public Assistance and Fire Management Assistance**
- II. DATE OF ISSUANCE:** November 10, 2012
- III. PURPOSE:** This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance Program and the Fire Management Assistance Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities.
- IV. SCOPE AND EXTERNAL AUDIENCE:** This policy applies to all emergencies and major disasters declared on or after October 27, 2012. It will continue in effect until three years after its date of issuance. If rescinded or superseded, this policy will continue to apply to all emergencies and major disasters declared between the date in Paragraph II and the date it is rescinded or superseded. The policy is intended for all personnel involved in the administration of the Public Assistance Program.
- V. AUTHORITY:** This policy applies to emergency and permanent work authorized under Sections 403, 406, 407, 420, and 502, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, and the implementing regulations of Title 44 Code of Federal Regulations (44 CFR) §204 and §206.
- VI. OBJECTIVES:**
- A. The objective of this policy is to reimburse eligible applicants for work performed by other entities through mutual aid agreements. Eligible expenses must be directly related to a Presidentially-declared major disaster, emergency or fire; incurred in the performance of eligible work; and reasonable. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.
- B. There are three types of mutual aid work eligible for FEMA assistance (subject to the eligibility requirements of the respective PA and FMAG programs):
1. Emergency Work - Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program;





# FEMA

## RECOVERY POLICY

RP9523.6

2. **Permanent Work** - Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
  3. **Grant Management Work** - For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR §206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.
- C. This policy is applicable to all forms of mutual aid assistance, including agreements between *Requesting and Providing Entities*, statewide mutual aid agreements, and the mutual aid services provided under the EMAC. (See Paragraph VIII below for definition of italicized terms).
- D. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.

### VII. DEFINITIONS:

1. **Backfill**. Replacement personnel who perform the regular duties of other personnel while they are performing eligible work under the PA or FMAG programs.
2. **Declared Emergency or Major Disaster**. An emergency or major disaster as defined at 44 CFR §206.2 (a)(9) and (17) respectively.
3. **Declared Fire**. An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster for which the Regional Administrator has approved a declaration in accordance with the criteria listed in 44 CFR § 204.21.
4. **Emergency Management Assistance Compact (EMAC)**. This type of interstate mutual aid agreement allows states to assist one another in responding to all kinds of natural and man-made disasters. It is administered by the National Emergency Management Association (NEMA).
5. **Incident Commander**. The ranking official responsible for overseeing the management of emergency or fire operations, planning, logistics, and finances of the field response.
6. **Providing Entity**. The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.



# FEMA

# RP9523.6

## RECOVERY POLICY

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7. *Requesting Entity.* An entity (PA eligible applicant) that requests mutual aid assistance from a Providing Entity for work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance for the eligible mutual aid activities from the providing entities.
8. *Intra-state Mutual Aid.* Mutual Aid that supports local and regional mutual aid efforts within a State as well as regional mutual aid agreements and compacts involving local jurisdictions that cross State boundaries, or are adjacent to neighboring State (i.e., Kansas City, Kansas/Kansas City, Missouri, etc.).
9. *Inter-state Mutual Aid.* Mutual Aid that supports national mutual aid efforts requested directly between two or more States or territories through established Multi-agency Coordination Systems as directed by approved mutual aid agreements or compacts (i.e., EMAC), etc.

### VIII. POLICY:

#### A. General.

1. To be eligible for reimbursement by FEMA, the mutual aid assistance should be requested by a Requesting Entity or Incident Commander; be directly related to a Presidentially-declared emergency or major disaster, or a declared fire; used in the performance of eligible work; and the costs must be reasonable.
2. FEMA will not reimburse costs incurred by entities that "self-deploy" (deploy without a request for mutual aid assistance by a Requesting Entity) except to the extent those resources are subsequently used in the performance of eligible work at the request of the Requesting Entity or Incident Commander.
3. The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.
4. This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the EMAC.



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5. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.

### B. Pre-Event Written Mutual Aid Agreements.

FEMA recognizes mutual aid agreements between Requesting and Providing Entities, and statewide mutual aid agreements wherein the State is responsible for administering the claims for reimbursement of Providing Entities. In addition, FEMA recognizes the standard EMAC agreement as a valid form of mutual aid agreement between member states.

1. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.
  - a. When a pre-event written agreement exists between a Requesting Entity and a Providing Entity, the Providing Entity may be reimbursed through the Requesting Entity. In these circumstances, the Requesting Entity should claim the eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and the requirements of this policy, on its subgrant application, and agree to disburse the Federal share of funds to the Providing Entity.
  - b. When a statewide pre-event mutual aid agreement exists that designates the State responsible for administering the reimbursement of mutual aid costs, a Providing Entity may apply, with the prior consent of the Requesting Entity, for reimbursement directly to the Grantee, in accordance with applicable State law and procedure. In such cases the Providing Entity should obtain from the Requesting Entity the certification required in section E.3. of this policy and provide it to the State as part of its reimbursement request.
2. FEMA encourages parties to address the subject of reimbursement in their written mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.
  - a. When a pre-event agreement provides for reimbursement, but also provides for an initial period of unpaid assistance, FEMA will pay the eligible costs of assistance after such initial unpaid period.
  - b. When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.

### C. Post-Event Mutual Aid Agreements.



# FEMA

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1. When the parties do not have a pre-event written mutual aid agreement, or where a written pre-event agreement is silent on reimbursement, the Requesting and Providing Entities may verbally agree on the type and extent of mutual aid resources to be provided in the current event, and on the terms, conditions, and costs of such assistance.
2. Post-event verbal agreements must subsequently be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement. The agreement should be consistent with past practices for mutual-aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing to the Regional Administrator for review and approval.

### D. Force Account Labor Costs.

1. The straight- or regular-time wages or salaries of a Requesting Entity's permanently employed personnel performing or supervising emergency work are not eligible costs, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) *Allowable costs, Force Account Labor Costs* and §204.43(c), even when such personnel are reassigned or relocated from their usual work location to provide assistance during an emergency. Overtime costs for such personnel are eligible and may be submitted as part of a subgrant application.
2. The costs for contract labor or temporary hires performing eligible work are eligible for reimbursement. However, straight- or regular time salaries and benefits of force account labor overseeing contractors performing emergency work are not eligible in calculating the cost of eligible emergency work, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) *Allowable costs, Force Account Labor Costs*. The force account labor of a Providing Entity will be treated as contract labor, with regular- time and overtime wages and benefits eligible for reimbursement, provided labor rates are reasonable. When the Requesting Entity is the State or local government, the force account labor costs of the Providing Entity will not be treated as contract labor if the force account labor is employed by a governmental subdivision (such as an agency) within that Requesting Entity.
3. In circumstances where a Providing Entity is also an eligible applicant in its own right, the determination of eligible and ineligible costs will depend on the capacity in which the entity is incurring costs. As stated in paragraphs D.1. and D.2., an



# FEMA

## RECOVERY POLICY

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applicant's straight-time wages are not eligible costs when the applicant is using its permanently employed personnel for emergency work in its own jurisdiction, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii)

**Allowable costs, Force Account Labor Costs.**

4. Requesting and Providing Entities may not mutually deploy their labor forces to assist each other so as to circumvent the limitations of paragraph D.1 or D.2. of this policy.
5. The straight- or regular-time wages or salaries for backfill personnel incurred by Providing Entities are not eligible for reimbursement. However, the overtime portion of the replacement personnel's salary is considered an additional cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.

### E. Types of Mutual Aid Work.

There are three types of mutual aid work that may be eligible for FEMA assistance: Emergency Work, Permanent Work, and Grant Management Work. All are subject to the eligibility requirements of the respective PA and FMAG programs:

1. **Emergency Work.** Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program, is eligible.
  - a. **Examples of eligible emergency work include:**
    - i. Search and rescue, sandbagging, emergency medical care, debris removal;
    - ii. Reasonable supervision and administration in the receiving jurisdiction that is directly related to eligible emergency work;
    - iii. The cost of transporting equipment and personnel by the Providing Entity to the incident site, subject to the requirements of paragraphs A.1., 2., and 3. of this policy;
    - iv. Costs incurred in the operation of the Incident Command System (ICS), such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
    - v. State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;



# FEMA

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## RECOVERY POLICY

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- vi. Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
  - vii. Dispatch operations in the receiving State;
  - viii. Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Recovery Directorate);
  - ix. Firefighting activities; and,
  - x. Dissemination of public information authorized under Section 403 of the Act.
- b. Examples of mutual aid work that are not eligible, include:
- i. Training, exercises, on-the-job training;
  - ii. Long-term recovery and mitigation consultation;
  - iii. Costs outside the receiving State that are associated with the operations of the EMAC system (except for FEMA facilities noted in paragraph E.1.a.v. and vi. above);
  - iv. Costs for staff performing work that is not eligible under the PA or the FMAG programs;
  - v. Costs of preparing to deploy or "standing-by" [except to the extent allowed in the FMAG program pursuant to 44 CFR §204.42(e)];
  - vi. Dispatch operations outside the receiving State;
  - vii. Tracking of EMAC and U.S. Forest Service I-Suite/Incident Cost Accounting and Reporting System (ICARS) resources; and
  - viii. Situation reporting not associated with ICS operations under VIII.E.1.a.iv.
2. **Permanent Work.** Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
3. **Grant Management Work.** For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR §206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.

### F. Eligible Applicants.

- 1. Only Requesting Entities are eligible applicants for FEMA assistance. With the exception of F.2., below, a Providing Entity must submit its claim for reimbursement to a Requesting Entity.



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## RECOVERY POLICY

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2. States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

### G. Reimbursement of Mutual Aid Costs.

1. The State or Requesting Entities, as appropriate, must provide an executive summary of the services requested and received and the associated costs (i.e., labor, equipment, materials, etc.). Both Requesting and Providing Entities must keep detailed records of the services requested and received, and maintain those records for at least three years after project closeout. FEMA may review a sample of project costs, and reserves the right to review all documentation if it deems necessary. All documentation must be provided to FEMA upon request. Undocumented costs may be subject to deobligation.
2. A request for reimbursement of mutual aid costs must include a copy of the mutual aid agreement – whether pre- or post-event – between the Requesting and Providing Entities.
3. A request for reimbursement of mutual aid costs should include a written and signed certification by the Requesting Entity certifying:
  - a. The types and extent of mutual aid assistance requested and received in the performance of eligible work;
  - b. The labor and equipment rates used to determine the mutual aid cost reimbursement request; and
  - c. That all work performed was eligible under the Stafford Act and applicable FEMA regulations and policies.
4. FEMA will not reimburse the value of volunteer labor or the value of paid labor that is provided at no cost to the applicant. However:
  - a. To the extent the Providing Entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share of the Requesting Entity's emergency work in accordance with the provisions of Recovery Policy 9525.2, *Donated Resources*.
  - b. If a mutual aid agreement provides for an initial period of unpaid assistance or provides for assistance at no cost to the Requesting Entity, the value of the assistance provided at no cost to the Requesting Entity may be credited to the



# FEMA RECOVERY POLICY

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non-Federal cost share of the Requesting Entity's emergency work under the provisions of Recovery Policy 9525.2, *Donated Resources*.

5. For PA only, reimbursement for equipment provided to a Requesting Entity will be based on FEMA equipment rates, approved State rates or, in the absence of such standard rates, on rates deemed reasonable by FEMA. Equipment used can be reimbursed as outlined in the terms of the agreement or for hours utilized/in performance of eligible work.
6. For PA only, reimbursement for damage to equipment used in emergency operations will be based on Recovery Policy 9525.8, *Damage to Applicant Owned Equipment*.
7. For PA only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on Recovery Policy 9525.12, *Disposition of Equipment, Supplies, and Salvaged Materials*.
8. For FMAG only, reimbursement for equipment provided to a Requesting Entity will be based on 44 CFR § 204.42 (b)(3) and (4).
9. For FMAG only, reimbursement or replacement of equipment damaged or destroyed in the course of eligible firefighting activities will be based on 44 CFR § 204.42 (b)(5), and (6).

**IX. RESPONSIBLE OFFICE:** Recovery Directorate (Public Assistance Division).

**X. SUPERSESSSION:** For all disasters declared on or after October 27, 2012, this policy supersedes DAP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance, dated August 13, 2007, and all previous guidance on this subject.

**XI. REVIEW DATE:** This policy expires three years from the date of issuance.

\_\_\_\_\_  
//signed//

Deborah Ingram  
Assistant Administrator  
Recovery Directorate





FOR COUNCIL: December 8, 2014

SUBJECT: Waiver of Bid #2015-37 for Topsoil Processing Machine

**RECOMMENDATION/MOTION:** That the City waive the Bid process for Topsoil Processing Machine, that staff be granted authority to purchase the Royer 264 Topsoil Processing Machine from Royer Industries, be approved in the amount of \$55,890.00, the Procurement Manager be authorized to issue a Purchase Order for the same, and the Resolution be 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 1b. City services delivered in most cost-effective, efficient manner.

**BACKGROUND:** Bids were taken with a due date of October 9, 2014 and re bid with a due date of November 19, 2014. No proposals were received.

The Park Maintenance division uses over 3000 cubic yards of soil a year in backfilling of stump holes. These holes are typically in residential parkways and require quality soil for seed germination. In addition quality soil is constantly needed for filling of holes and washouts in the parks, golf courses, right of ways and Constitution Trail. All landscape beds and pots consistently need soil as well. The division currently acquires rough dirt from City stockpiles at water department, The Grove and Mitsubishi Road extension. This dirt is then processed into quality soil through the machine. The current machine is a 1990 model Royer 300. It has had extensive repairs and is no longer useable. This new machine will be available to assist other departments as well in providing quality soil.

Royer Industries were contacted on November 20, 2014. A quote for a Royer 264 Topsoil Processing Machine was submitted. The quote includes a trade in for the 1990 Royer 300 valued at \$5,000.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Published in The Pantagraph on September 17, 2014 and October 31, 2014 No submittals received by the Bid deadline. The following companies requested and received a copy of Bid #2015-37.

Screen USA, Inc  
Royer Industries  
Argus Industrial  
Prime Vendor Inc.  
Finkbinder Equipment Co.

Smyrna, GA  
OshKosh, WI  
Pontiac, MI  
Wilmington, NC  
Burr Ridge, IL

**FINANCIAL IMPACT:** The FY 2015 Adopted budget includes \$65,000 to replace the topsoil processing machine (listed as Dirt Grinder in FY 2015 budget). This is budgeted in the FY 2015 Capital Lease-Capital Outlay Equipment Other than Office (40110131-72140). Stakeholders can find this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 264.

Respectfully submitted for Council consideration.

Prepared by: David Lamb, Assistant Superintendent of Parks

Reviewed by: Robert Moews, Superintendent of Parks

Reviewed by: Bobbie Herakovich, Interim Director of Parks, Recreation and Cultural Arts Department

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

**Attachments:** Attachment 1: Resolution  
Attachment 2: Royer Quote

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Motion: That the Bid process be waived for Topsoil Processing Machine, that staff be granted authority to purchase the Royer 264 Topsoil Processing Machine from Royer Industries, be approved in the amount of \$55,890.00, the Procurement Manager be authorized to issue a Purchase Order for the same, and the Resolution be adopted.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				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 TOPSOIL PROCESSING MACHINE FOR THE  
PARKS, RECREATION & CULTURAL ARTS DEPARTMENT FROM ROYER  
INDUSTRIES AT A PURCHASE PRICE OF \$55,890**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase a Topsoil Processing Machine at a Purchase Price of \$55,890.

ADOPTED this 8<sup>th</sup> day of December, 2014.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



6856 Howlett Road  
Oshkosh, WI 54902

Toll Free: 800-881-3318  
Corp.: 920-688-2999  
FAX: 920-688-3087

11-20-14

Bob:

Thank you for your continued interest in the quality line of Royer Dirt Shredder- Mixers. We are committed to providing you and your organization with the highest quality machines, with unparalleled service and support.

It is a privilege to have the opportunity to quote on our Royer machines for your organization. Per your request, I have attached pro-forma quote for your inspection. As I mentioned in our conversations, we are prepared to accept your model 300 in on a trade.

Sincerely,

Adam Grosskopf

Sales & Service

**ROYER** INDUSTRIES, INC.

Toll-Free: 800 881-3318

Parts & Service: 888 ROYER02

Corporate: 920 688-2999

Fax: 920 688-3087

[www.royerInd.com](http://www.royerInd.com)



6856 Howlett Road  
Oshkosh, WI 54902

Toll Free: 800-881-3318  
Corp.: 920-688-2999  
FAX: 920-688-3087

## PRO-FORMA QUOTATION

Bob Maze  
City of Bloomington, IL

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	USD
<b>Royer 264- Brand New</b> <i>Model 264.</i> <i>Diesel Engine/ Manual System</i>	\$59,995.00
<b>Freight Charges</b>	\$895.00
<b>Quotation Total</b>	<b>\$60,890.00</b>

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	USD
<b>Royer 264- Brand New</b> <i>Model 264.</i> <i>Diesel Engine/ Manual System</i>	\$59,995.00
<b>Trade-In of Royer Model 300</b>	-\$5,000.00
<b>Freight Charges</b>	\$895.00
<b>Quotation Total</b>	<b>\$55,890.00</b>



FOR COUNCIL: December 8, 2014

SUBJECT: Training Ammunition for Police Department

**RECOMMENDATION/MOTION:** That the purchase eight two (82) cases of .40 caliber pistol (Winchester #Q4238) and sixty eight (68) cases of .223 rifle ammunition (Winchester #Q3131) training ammunition using Illinois Department of Central Management Services Contract # 4017592 be approved, in the amount of \$43,6989 from Ray O'Herron Company Inc., and the Procurement Manager be authorized to issue a Purchase Order.

**STRATEGIC PLAN LINK:** Goal 4. Strong Neighborhoods.

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

**BACKGROUND:** The recent revitalization of the Police Department training facility has led to firearm instructors revamping training doctrines involving the .40 caliber pistol, and the .223 AR15 patrol rifle. Review of the previous training doctrines by the Range Officers, the belief is the previous training programs were outdated they needed to be revised to reflect current training methodologies. These practices are needed to be safe and efficient if the need ever arose to use either the .40 caliber pistol or AR15 patrol rifle in the course of a police officer's duties.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Funds are budgeted in the FY 2015 Budget in Police-Other Supplies (10015110-71190). Stakeholders can find this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 251.

Respectfully submitted for Council consideration.

Prepared by: Steve Sicinski, Sergeant

Reviewed by: Ken Bays, Asst. Police 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

**Attachments:** Attachment 1.

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Motion: That the purchase eight two (82) cases of .40 caliber pistol (Winchester #Q4238) and sixty eight (68) cases of .223 rifle ammunition (Winchester #Q3131) training ammunition using Illinois Department of Central Management Services Contract # 4017592 be approved, in the amount of \$43,6989 from Ray O'Herron Company Inc., and the Procurement Manager be authorized to issue a Purchase Order.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



FOR COUNCIL: December 8, 2014

SUBJECT: Council Meeting Dates for Calendar Year 2015

**RECOMMENDATION/MOTION:** That the Council Meeting dates be approved with the exception that the second meeting in December be held on December 21, 2015.

**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 Open Meeting Act, (OMA) requires that public notice be given of the regular schedule of meetings at the beginning of the calendar or fiscal year. The City has a history of preparing this list on the calendar year basis. City staff is currently in the process of preparing the Annual List of Meetings.

The Council's second meeting in December would fall on Monday, December 28, 2015, (the City's Christmas holidays will be Thursday and Friday, December 24 and 25, 2015). It is recommended that this meeting be moved to December 21, 2015. The OMA allows for a change to a single regular meeting date.

The Committee of the Whole meets on the third Monday of each. The exception would be that the Committee would not meet in December 2015.

**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

**Attachment:** Attachment 1. Proposed Annual List of Meeting for the City Council



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Motion: That the Council Meeting dates be approved with the exception that the second meeting in December be held on December 21, 2015.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

# *Council Meeting Date*

*(Second and Fourth Mondays of each month. 7:00 p.m. Prevailing Time)*

*January 12, 2015*

*January 26, 2015*

*February 9, 2015*

*February 23, 2015*

*March 9, 2015*

*March 23, 2015*

*April 13, 2015*

*April 27, 2015*

*May 11, 2015*

***May 26, 2015 (Tuesday)***

*June 8, 2015*

*June 22, 2015*

*July 13, 2015*

*July 27, 2015*

*August 10, 2015*

*August 24, 2015*

*September 14, 2015*

*September 28, 2015*

*October 12, 2015*

*October 26, 2015*

*November 9, 2015*

*November 23, 2015*

*December 14, 2015*

***December 21, 2015 (Monday)***

# *Committee of the Whole Meeting Date*

*(Third Mondays of each month. 5:30 p.m. Prevailing Time)*

*January 20, 2015 (Tuesday)*

*February 16, 2015*

*March 16, 2015*

*April 20, 2015*

*May 18, 2015*

*June 15, 2015*

*July 20, 2015*

*August 17, 2015*

*September 21, 2015*

*October 19, 2015*

*November 16, 2015*



FOR COUNCIL: December 8, 2014

**SUBJECT:** Application of Around the Corner, Inc., d/b/a D R McKay's Bar & Grill, located at 909 N. Hershey Rd. Unit 2, requesting an 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:** Recommend that a TAS liquor license for Around the Corner, Inc., d/b/a D R McKay's Bar & Grill, located at 909 N. Hershey Rd. Unit 2, 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 4.a. 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 Around the Corner, Inc., d/b/a D R McKay's Bar & Grill, located at 909 N. Hershey Rd. Unit 2, requesting an 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 Don Jones, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative address this request. Don Jones, owner/operator and Applicant's representative, addressed the Commission. His role would be operating manager and partner. Gary Biddle was the other corporate officer. Mr. Biddle held interest in two (2) other corporations with liquor licenses: Coppertop, Inc., d/b/a Coppertop Lounge located at 1107 W. Locust and Treehouse Lounge of Bloomington, Inc., d/b/a Treehouse Lounge located at 2060 Ireland Grove Rd. Both establishments held TAPS, (Tavern, All types of alcohol, Packaged sales, Sunday sales), liquor licenses. D R McKay's Bar & Grill would be located at the former Entourage Lounge.

Mr. Jones informed the Commission that he had twenty (20) years of restaurant experience. He was currently employed at Mugsy's Pub, 1310 N. Main St. D R McKay's would offer a pub atmosphere. There would be TV for watching sporting events. D R McKay's would offer lunch specials and carry out service. It would be a nice place to grab a burger with friends. The emphasis would be on home cooked food. Four to five (4 – 5) craft beers would be on tap plus domestics. Entourage offered a great space with potential. He believed that there would be a good response from the community. People were looking for an alternative to the chain restaurants. There would be a manager on staff. Mr. Jones held the food service certificate and was also BASSET, (Beverage Alcohol Sellers and Servers Education and Training), certified.

Commissioner Renner questioned if there were other Tavern licenses in the area. Mr. Jones noted that there were a number of nearby restaurants.

Commissioner Tompkins cited the plan for home cooked food. Mr. Jones stated that due to the fact the percentage of food sales was unknown; the decision was reached to apply for a tavern license.

Commissioner Tompkins noted that the floor plan showed a gaming room. Mr. Jones informed the Commission that there would be dart boards and two (2) video gaming terminals. In addition, D R McKay's had a room for private parties.

Commissioner Renner questioned if Entourage had video gaming. Mr. Jones responded affirmatively, (*Entourage had been licensed for three/3 video gaming terminals*).

Commissioner Jordan noted that there was not a tavern located in this area. He questioned the logic of a tavern application. D R McKay's would offer comfort food and carry out service. He added that if there was no food available, then an establishment would need to offer entertainment. The Council had expressed concerns regarding video gaming. He noted that Mr. Jones was not comfortable committing to an "R" liquor license.

Mr. Jones reminded the Council that he had a business partner. Mr. Jones would oversee the day to day operations. His partner was the investor. Concerns had been raised regarding the percentage of food sales.

Commissioner Renner requested that City staff verify the type of license held by Entourage. (*Entourage held an RAS liquor license.*)

Commissioner Jordan believed that a Tavern license would open the door to video gaming.

George Boyle, Asst. Corporation Counsel, addressed the Commission. Video gaming was allowed if an establishment had a liquor license which allowed sale by the glass.

Commissioner Jordan stated that video gaming could be introduced at this establishment. He questioned neighborhood impact.

Commissioner Tompkins stated his comfort level with an RAS liquor license.

Commissioner Renner added that the City had recently amended the City Code to more clearly define the "R" license with an emphasis on food sales. He thought that this application represented a change of ownership. The Commission would not be setting a precedent.

Commissioner Jordan stated that there would not be live entertainment. D R McKay's would offer some food. Video gaming would be a revenue source. He questioned the level of control. Liquor sales could not stand alone. Managing a liquor establishment was hard work. He expressed his concern as there was not a tavern in the area. He restated that video gaming would be a revenue stream.

Mr. Jones addressed his vision for D R McKay's. He believed that there would be \$500,000 in food sales in the first year. The goal was fifty percent (50%) in food sales. Video gaming represented additional revenue. He believed that every tavern in the City offered video gaming.

Commissioner Renner cited a recent liquor violation hearing. He believed that the combination of a liquor license and video gaming can have a negative impact upon a neighborhood. D R McKay's was not located in a residential neighborhood.

Commissioner Renner questioned if there was anyone presented who wished to speak in support of or in opposition to this application.

Rachel Jones, 1210 Bancroft Dr., Mr. Jones' wife, addressed the Commission. She had been a frequent customer at Entourage. D R McKay's would sell food. Her husband had twenty (20) years of experience in the restaurant business. This business opportunity was her husband's dream. She requested that the Commission give consideration to this application. She added that there were numerous businesses in the City that offered video gaming.

Commissioner Tompkins questioned changing this application from a TAS to an RAS.

Commissioner Renner believed that there had been a tavern at this location in the past. *(VIV held a Tavern, Beer & wine only, Packaged sale, Sunday sales liquor license. This establishment closed in 2006)*

Commissioner Tompkins questioned if there would be an emphasis on video gaming, (i.e. signage). Mr. Jones informed the Council that D R McKay's would be listed on a joint sign.

Commissioner Jordan expressed his appreciation to Mrs. Jones for her comments. Good food sells itself. He cited the applicant's comfort level regarding an RAS license. A liquor license that allowed sales by glass would be eligible for video gaming. D R McKay's would be advertised as a bar and grill. The Commission needed to be in line with the Council.

Commissioner Renner questioned if there were issues with Entourage. Clay Wheeler, Asst. Police Chief, addressed the Council. There had been calls for service. The incidents were not described as major.

Motion by Commissioner Tompkins, seconded by Commissioner Renner to recommend to the Council that a TAS liquor license for Around the Corner, Inc., d/b/a D R McKay's Bar & Grill, located at 909 N. Hershey Rd. Unit 2, be approved contingent upon compliance with all health safety codes.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on October 27, 2014 in accordance with City Code. In accordance with City Code, approximately five (5) courtesy copies of the Public Notice were mailed on October 27, 2014. In addition, the Agenda for the November 4, 2014 Meeting of the Liquor

Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None. Request is for a change of ownership. Annual fee for a TAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

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Motion: That a TAS liquor license for Around the Corner, Inc., d/b/a D R McKay's Bar & Grill, located at 909 N. Hershey Rd. Unit 2, 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 Fruin				Alderman Sage			
Alderman Hauman				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: December 8, 2014

**SUBJECT:** Application of 602604, LLC, d/b/a Pub America, located at 602 N. Main St., requesting an 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:** Recommend that a TAS liquor license for 602604, LLC, d/b/a, Pub America, located at 602 N. Main 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 4.a. 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 602604, LLC, d/b/a Pub America, located at 602 N. Main St., requesting an 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 Michael Manna and Phil Charleston, owners/operators, and Rich Marvel, Applicant's attorney and Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Rich Marvel, Applicant's attorney, addressed the Commission. Pub America would be located at the same location as the former Blue Line Night Club. Michael Manna, owner/operator and Applicant representative, owned the building and would be responsible for the structure. Phil Charleston, owner/operator and Applicant representative, would be the Manager. Mr. Marvel cited the Applicants' belief that this corner was underutilized. Pub America would offer a different feel. The plan for the building included renting the three (3) apartments located on the building's upper floor.

Commissioner Renner cited the Council's mandate that there be no new net liquor licenses on Main St. He noted that Blue Line Night Club had been located at this address until July 1, 2014. Pub America seemed to be offering a different concept. He had spoken with the Council. He stated his intention that there be no disconnect between the Commission and the Council. He restated that the Council had no interest in new liquor licenses in this area of the Downtown.

Mr. Marvel restated that Blue Line Night Club held a TAS liquor license at this address. He hoped that the Commission would view this application as a change of ownership. This application would not result in a net increase in the number of liquor licenses in the Downtown.

Phil Charleston, owner/operator and Applicant representative, addressed the Commission. Currently, he was employed at the US Cellular Coliseum as the Events Manager. He also was employed at Pub II, in Normal, as a bartender. He had worked at Pub II since his attendance at Illinois State University. He had completed BASSET (Beverage Alcohol Sellers and Servers Education and Training), training. He cited his twenty (20) years of liquor sales experience. Pub America would be fun and upbeat. The atmosphere would be welcoming and inviting. Pub America would not offer live music or a dj. The atmosphere would be laid back with friendly staff. Mr. Charleston cited the fact the Pub America would be located along Rt. 66. The goal was to reopen the doors and as there was a foundation to build upon.

Michael Manna, owner/operator and Applicant representative, addressed the Commission. He was a long time Downtown developer and resident. He also cited Rt. 66. Pub America would be light tavern. He cited his intention to rent the three (3) upstairs apartments that were currently vacant. He hoped to enhance the overall picture of the Downtown.

Commissioner Tompkins questioned a floor plan. Mr. Manna had reached out to Jack Bataoel, owner/operator and form liquor license holder for Blue Line Night Club. He had hoped that Mr. Bataoel would grant permission to transfer Blue Line's floor plan to Pub America's file. Pub America would offer additional table seating.

Commissioner Tompkins questioned if the Applicants were familiar with Chapter 6. Alcoholic Beverages, (City Code). The Applicants responded affirmatively.

Commissioner Jordan questioned the Council's opinion regarding this application. He expressed his concern regarding the Downtown and the number of people on the streets at closing time. He questioned the occupancy for Pub America. Mr. Manna informed the Commission that the occupancy sticker at Blue Line Night Club stated 273. The inspection had been completed by one of the City's Fire Inspectors.

Commissioner Jordan restated that Pub America would not offer live music and/or a dj. Mr. Charleston informed the Commission that Pub America might offer acoustic music. He planned to obtain a dance license. He restated that the plan included renting the three (3) upstairs apartments.

Commissioner Jordan understood that this application involved new ownership at an address which had recently held a tavern liquor license. He viewed this application as a new license. He recommended that the Commission refer this application to the Council without a recommendation. It appeared that the Applicant understood the requirements and had liquor sales experience. They also were familiar with Downtown issues. They would need to remain conscious of these facts. All Downtown taverns were heavily scrutinized.

Mayor Renner restated that there would be no net increase in the number of liquor licenses. This application involved a change of ownership. Blue Line Night Club had been at this address and held a Tavern liquor license. There would not be a net increase in the number of liquor licenses in the Downtown.

Commissioner Tompkins believed that two (2) Downtown Taverns had closed recently. (*Blue Line Night Club and Illinois Brewing Company which had been located at 102 n. Center St.*)

Commissioner Renner added that other Downtown establishments had closed, (*Lancaster's which had been located at 513 N. Main St. and Laugh Comedy Club which had been located at 108 E. Market St. Both establishments held Restaurant liquor licenses*).

Commissioner Renner questioned if there was anyone present who wished to speak in support of or in opposition to this application. No one came forward to address the Commission.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He questioned the impact on the neighborhood.

Clay Wheeler, Asst. Police Chief, addressed the Commission. The Police Department benefitted from less liquor licenses in the Downtown. He would have no objection if the Council chose to reduce the number of liquor licenses in the Downtown.

Commissioner Jordan restated his recommendation to defer a decision regarding this application to the Council. An additional 270 people on the Downtown streets had a potential to create issues. Pub II in Normal was a different operation. Pub II was well managed. Problems occur in the Downtown when individuals exit the licensed establishments.

Commissioner Tompkins disagreed with Commissioner Jordan. He cited the occupancy, 273. It was not the Commission's role to defer reaching a decision. He did not believe that issuing a liquor license for Pub America meant that an additional 273 individuals would come to the Downtown.

Commissioner Jordan noted that Lancaster's held a Restaurant liquor license. It attracted a different clientele. Pub America would be a tavern and would not offer any food for sale. The Commission's action should be prudent. He added that he would understand if the Council voted to deny this application. This application was an opportunity for issues.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a TAS liquor license for 602604, LLC, d/b/a Pub America, located at 602 N. Main St., be approved contingent upon compliance with all health safety codes.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on October 27, 2014 in accordance with City Code. In accordance with City Code, approximately eighty (80) courtesy copies of the Public Notice were mailed on October 27, 2014. In addition, the Agenda for the November 4, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None. Request is for a change of ownership. Annual fee for a TAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

---

Motion: That a TAS liquor license for 602604, LLC, d/b/a, Pub America, located at 602 N. Main 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 Fruin				Alderman Sage			
Alderman Hauman				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.

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(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: December 8, 2014

SUBJECT: Petition submitted by Jeffrey and Janice Pfleeger requesting the approval of a Rezoning from R-1C, Single-Family Residence District to M-1, Restricted Manufacturing District for 713 East Lincoln St.

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

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

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

**BACKGROUND:** The land is currently vacant and void of any structures and consists of approximately .42 acres. The owner intends to provide overflow parking for their customers and employees. There is no intention of constructing any buildings. The petitioner will erect a fence or other opaque barrier to screen parking and business from adjacent residences.

The land is located on the south side of East Lincoln St. just west of the intersection of Lincoln and Clinton Streets. The adjacent land to the east is a single-family residence currently owned by the applicant. To the west is the applicant's auto repair business. A detention basin is located to the south. Across Lincoln St. to the north are residences.

This case was before the Planning Commission for a public hearing and review on November 12, 2014. Staff explained that request was an extension of the zoning from the west and southwest. There are several existing business' and industrial uses in same. The residences to the north are buffered by Lincoln St. The petitioner noted that several neighbors supported the business plan.

No one else from the public spoke regarding the petition. The Planning Commission voted to recommend approval of the rezoning by a vote of 10-0. This recommendation is consistent with staff's position.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 69 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The City may realize a slight increase in property if the rezoning is approved.

Respectfully submitted for Council consideration.



Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Angela Fyans-Jimenez, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Petition, Ordinance & Legal Description  
Attachment 2: Planning Commission Minutes  
Attachment 3: Planning Commission Staff Report  
Attachment 4: Mailing Labels  
Attachment 5: Maps

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**PETITION FOR ZONING MAP AMENDMENT**

State of Illinois        )  
                                  ) ss.  
County of McLean     )

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

Now comes Jeffrey and Janice Pfleeger, hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or are a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of R – 1C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the M – 1, Restricted Manufacturing District, zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioners by the present zoning of said premises.

WHEREFORE, your petitioners respectfully pray that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R – 1C to M - 1.

Respectfully submitted,

By: Jeffrey Pfleeger  
Janice Pfleeger

**ORDINANCE NO. 2014 - \_\_\_\_**

**AN ORDINANCE REZONING 713 E. LINCOLN STREET FROM R- 1C, SINGLE FAMILY RESIDENCE DISTRICT TO M – 1, RESTRICTED MANUFACTURING DISTRICT**

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

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

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

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

1. That the premises hereinafter described in Exhibit “A” shall be and the same are hereby rezoned from R – 1C, Single Family Residence District to M – 1, Restricted Manufacturing District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 8<sup>th</sup> day of December, 2014.

APPROVED this \_\_\_\_<sup>th</sup> day of December, 2014.

APPROVED:

Mayor

ATTEST:

Tracey Covert  
City Clerk

## **EXHIBIT A**

### Legal Description

County Clerks Subdivision east end of Lot 1 and all of Lots 3, 4, 5, & 9 in Hunt Subdivision, east ½ southeast quarter Section 9, Township 23 North, Range 2 East, (except north 15'), west 82.5' of Lot 17.

**UNAPPROVED MINUTES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING  
WEDNESDAY, NOVEMBER 12, 2014, 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Cain, Mr. Suess, Mr. Pearson, Mr. Scritchlow, Mr. Protzman, Mr. Stanczak, Mr. Cornell, Mr. Diamond, Mr. Wills

**OTHERS PRESENT:** Ms. Vasu Pinnamaraju, Executive Director of McLean County Regional Planning Commission  
Ms. Jennifer Sicks, McLean County Regional Transportation Planner  
Mr. Tom Dabareiner, Community Development Director  
Mr. Mark Woolard, City Planner

**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

**REGULAR AGENDA:**

**Z-09-14.** Public hearing and review on the petition submitted by Jeffrey and Janice Pfleeger requesting the approval of a Rezoning from R-1C, Single-Family Residence District to M-1, Restricted Manufacturing District, for 713 E. Lincoln St., consisting of approximately .42 acres.

Chairman Cain introduced the case. Mr. Woolard presented the staff report and described the adjacent land uses and area zoning. Mr. Woolard stated 713 E. Lincoln is a vacant lot and the applicant wants to build a parking lot to serve their adjacent auto repair business located at 711 E. Lincoln. He explained how the zoning change request is compatible with the nearby land uses and that the exceptionally busy Lincoln Street provides a buffer from the land uses across the street. He stated staff recommends approval for the rezoning.

Mr. Diamond asked if the parking lot will have access to the street. Mr. Woolard stated there is not a proposed new access point because there is access to Lincoln Street from the existing parking lot. Mr. Balmer inquired about the type of lot surface. Mr. Woolard explained the code requires paving when there are 10 or more parking spaces.

Chairman Cain opened the public hearing. Ms. Janice Pfleeger, 9629 Wolf Hill Road, Bloomington was sworn in and stated her family business is Preferred Automotive Services at 711 E. Lincoln, and they need to expand their parking. She said their plans for 713 E. Lincoln would be for overflow parking and there are no other business plans for the lot at this time. Ms. Pfleeger stated they talked to the surrounding neighbors located at 706, 710, 712, 714, 715, 716, 718, and 801 E Lincoln, and received unanimous support for their business growth. Ms. Pfleeger stated they are willing to comply with the required paving.

Mr. Balmer asked if the use for the lot was for parking only or if there were plans for storage. Ms. Pfleeger confirmed the use was for overflow parking only and not for storage.

Chairman Cain asked if there was anyone who would like to speak in favor or in opposition of the petition or who had questions or comments and no one spoke. He closed the public hearing.

Mr. Cornell moved to recommend approval for the Case Z-09-14. Mr. Balmer seconded the motion which passed by a vote of 10 to 0 with the following votes being cast on roll call: Mr. Balmer-yes; Mr. Pearson-yes; Stanczak-yes; Mr. Scritchlow-yes; Mr. Suess-yes; Mr. Protzman-yes; Mr. Cain-yes; Mr. Cornell-yes; Mr. Mr. Diamond-yes; Mr. Wills-present.

To: Planning Commission

From: Staff

Subject: **Z-09-14.** Public hearing and review on the petition submitted by Jeffrey and Janice Pfleeger requesting the approval of a Rezoning from R-1C, Single-Family Residence District to M-1, Restricted Manufacturing District, for 713 East Lincoln Street, consisting of approximately .42 acres.

**BACKGROUND INFORMATION:**

Adjacent Zoning

North: R-1C, Single-Family Residence District  
South: B-2, General Business District  
East: R-1C, Single-Family District  
West: M-1, Restricted Manufacturing District

Adjacent Land Uses

North: Single & Two Family Residences  
South: Detention Basin  
East: Single-Family Residence  
West: Auto Repair Business

The Comprehensive Plan calls for low medium residential for the site.

**Description and Request**

The subject site currently is vacant. The petitioners are the owners of the site subject to the rezoning as well as the adjacent lots to the west and the east. On the adjacent lot to the west they have an auto repair business. The intention of the zoning change is to enable the owners to expand their parking for their auto repair business onto the vacant lot. Because the new parking is accessory to the primary use on the neighboring property the lots must be combined.

**Analysis**

The rezoning to M-1 should not create incompatibility issues for the existing auto repair and the detention basin to the south. The change should also not generate issues to the east since the owner of the adjacent lot to the east is the petitioner. In addition a buffer yard and screening will be required between the rezoned lot and the residence to the east. The busy nature of Lincoln Street should also provide a buffer from M-1 zone which is only a slight expansion of the existing M-1 zone. Since the requested zoning change is compatible, or being made compatible, with the adjacent land uses staff supports the request.

**STAFF RECOMMENDATION:**

Staff recommends the planning commission pass a motion recommending that the City Council rezone the property in Case Z-09-14 from R-1C, Single-Family Residence District to M-1, Restricted Manufacturing District, for the property located at 713 E. Lincoln Street.

Respectfully submitted,

Mark Woolard  
City Planner



707 E BISSELL ST  
BLOOMINGTON IL 617016801

MARIA HIRSCH  
1506 JULIE DR  
BLOOMINGTON IL 617016835

708 E Bissell St  
Bloomington IL 617016802

808 E BUCHANAN ST  
BLOOMINGTON IL 617016807

709 E BISSELL ST  
BLOOMINGTON IL 617016801

707 E BISSELL ST  
BLOOMINGTON IL 617016801

2503 YORKTOWN DR  
BLOOMINGTON IL 617044531

1112 S CLAYTON  
BLOOMINGTON IL 61701

1820 Jackson Ave  
Lehigh Acres FL 339721225

501 E STEWART ST  
BLOOMINGTON IL 617016863

511 W EXCHANGE  
DANVERS IL 61732

1510 JULIE DR  
BLOOMINGTON IL 617016835

1512 JULIE DR  
BLOOMINGTON IL 61701

1401 BUNN ST  
BLOOMINGTON IL 617016920

710 E LINCOLN ST  
BLOOMINGTON IL 617016840

1201 S CLAYTON ST  
BLOOMINGTON IL 617016816

1514 JULIE DR  
BLOOMINGTON IL 617010835

710 E BISSELL  
BLOOMINGTON IL 61701

1202 S CLAYTON ST  
BLOOMINGTON IL 617016817

714 E LINCOLN ST  
BLOOMINGTON IL 617016840

17509 N 900 EAST RD  
BLOOMINGTON IL 617056815

1515 Julie Dr  
Bloomington IL 617016834

9629 WOLF HILL RD  
BLOOMINGTON IL 617048031

1223 S LOW  
BLOOMINGTON IL 61701

1206 S CLAYTON ST  
BLOOMINGTON IL 61701

1507 JULIE DR  
BLOOMINGTON IL 61701

1503 Julie Dr  
Bloomington IL 617016834

208 DASHER DR  
HEYWORTH IL 61745

712 E BISSELL ST  
BLOOMINGTON IL 617016802

802 E Bissell St  
Bloomington IL 617016804

13526 N 3200 EAST RD  
ARROWSMITH IL 617229402

811 E BISSELL  
BLOOMINGTON IL 61701

714 E BISSELL ST  
BLOOMINGTON IL 617016802

1203 S CLINTON ST  
BLOOMINGTON IL 617016825

1502 JULIE DR  
BLOOMINGTON IL 617016835

1519 JULIE DR  
BLOOMINGTON IL 61701

1509 Julie Dr  
Bloomington IL 617016834

1205 S CLAYTON ST  
BLOOMINGTON IL 617016816

1403 BUNN ST  
BLOOMINGTON IL 617016920

803 E BISSELL ST  
BLOOMINGTON IL 617016803

715 E BISSELL ST  
BLOOMINGTON IL 617016801

*One envelope*

1504 JULIE DR  
BLOOMINGTON IL 61704

1516 JULIE DR  
BLOOMINGTON IL 617016835

715 E BISSELL ST  
BLOOMINGTON IL 617016801

713 E BISSELL ST  
BLOOMINGTON IL 617016801

409 E LINCOLN AVE  
ONARGA IL 609551314

706 E BISSELL ST  
BLOOMINGTON IL 61701

1201 S CLAYTON ST  
BLOOMINGTON IL 617016816

1508 JULIE DR  
BLOOMINGTON IL 61701

1513 JULIE DR  
BLOOMINGTON IL 617016834

1211 S CLAYTON ST  
BLOOMINGTON IL 61701

702 E LINCOLN ST  
BLOOMINGTON IL 617016840

705 E BISSELL  
BLOOMINGTON IL 61701

1517 JULIE DR  
BLOOMINGTON IL 817016834

1003 W COLLEGE AVE  
NORMAL IL 617612429

711 BISSELL  
BLOOMINGTON IL 61701

312 AVENUE F - HILLTOP  
BLOOMINGTON IL 617047416

712 E LINCOLN ST  
BLOOMINGTON IL 817016840

1511 JULIE DR  
BLOOMINGTON IL 61701

801 E LINCOLN ST  
BLOOMINGTON IL 617016841

1505 JULIE DR  
BLOOMINGTON IL 617016834

%CSP PACKAGING 2 LAFAYETTE CT  
BLOOMINGTON IL 617016880

707 E LINCOLN ST  
BLOOMINGTON IL 617016838

124 S MAIN ST  
FLANAGAN IL 617407536

803 E LINCOLN ST  
BLOOMINGTON IL 617016841

N 1501 JULIE DR  
BLOOMINGTON IL 617016834

7817 N KNOXVILLE AVE  
PEORIA IL 616142090

1305 BUNN ST  
BLOOMINGTON IL 617016918

1107 W MILLER ST  
BLOOMINGTON IL 617016341

302 E MILLER  
BLOOMINGTON IL 61701

South Oakland

608 S Clinton  
Bloomington IL 61701

Total sent: 69









R-1C

706

710

712

714

716

718

802

804

Clinton St

Lincoln St

705

M-1

711

713

Subject Site

715

R-1C

801

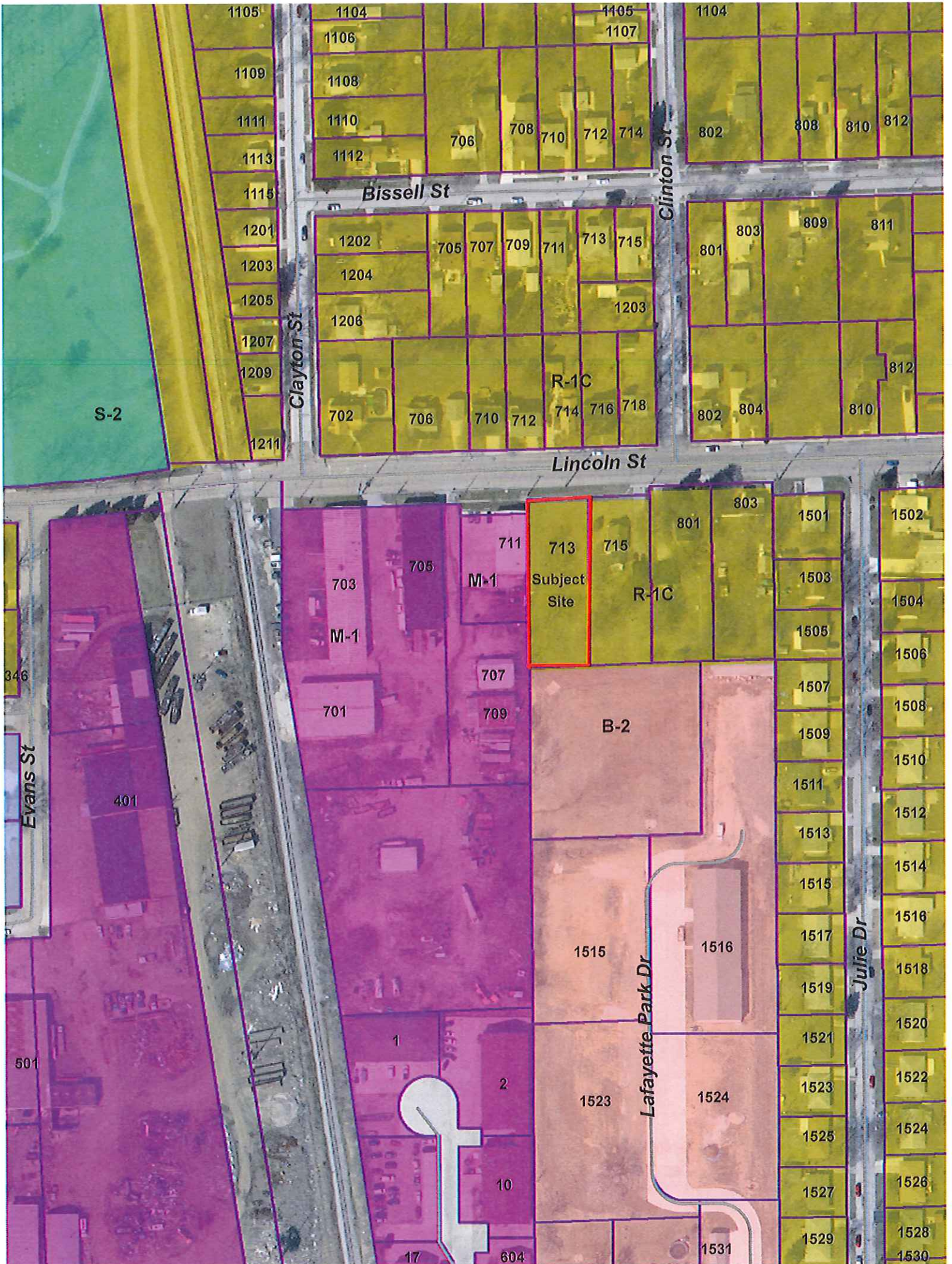
803

707

709

B-2

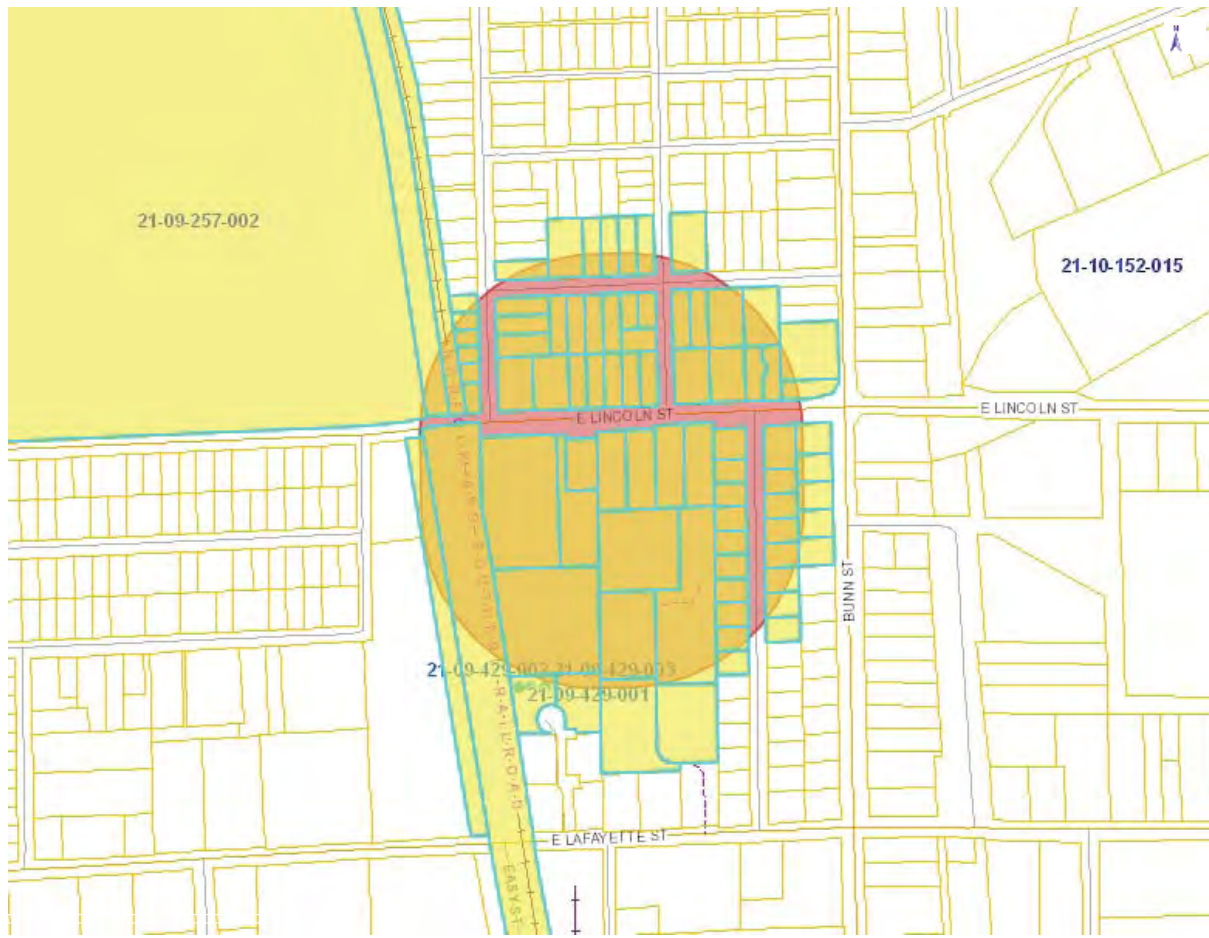






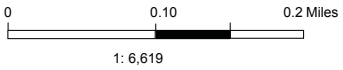


# 713 E Lincoln - Neighbor Mailing - 500 Feet from property lines



### Legend

- Parcels
- Condo\_Improve
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- County\_Rd
  - CITY\_ARTERIAL
  - CITY\_COLLECTOR
  - CITY\_STREET
  - COUNTY\_ROAD
  - PRIVATE\_STREET
- City\_Streets
  - ALLEY
  - CITY\_ARTERIAL
  - CITY\_COLLECTOR
  - CITY\_STREET
  - PRIVATE\_STREET
- Railroad
- County



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### Notes

Printed: October 28, 2014

Printed: 10/28/2014 11:27:53 AM



FOR COUNCIL: December 8, 2014

SUBJECT: Enterprise Zone (EZ) Application

**RECOMMENDATION:** Recommended that the Intergovernmental Agreement be approved, the Ordinance passed, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3. Grow the local economy and Goal 6. Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3a. Retention and growth of current local businesses; Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; and Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** Since 1985, the City partnered with the Town of Normal and McLean County in the formation of an EZ Program. Under this program, as authorized by the state, eligible developments may qualify for investment tax credits, reduction in sales tax liability and utility tax credits provided certain investment and employment thresholds are met. That EZ is set to expire in 2016. Efforts are underway to secure a replacement EZ for the area. The proposed ordinance would authorize the City’s participation in the new EZ. All participating agencies must adopt the ordinance for the proposed EZ to move forward.

The EZ is the only major economic development tool the City has in play at the present time. There are only ninety-seven (97) EZ authorized in the state and competition will be tough to secure the new EZ. Having the EZ allows the area to be competitive with other markets in the state. Lacking the EZ would definitely put the area at a competitive disadvantage to attract and retain businesses.

**COMMUNITY GROUPS/INTERESTED PARTIES CONTACTED:** The City has been working with the Bloomington Normal Economic Development Council (EDC), Town of Normal and McLean County in the structuring of the new EZ. Recently, the Council approved the boundaries of the EZ with respect to the City. These boundaries are part of the official submittal to the state.

A recent public hearing, (Wednesday, October 29, 2014), was held by the EDC as to the proposed EZ application. The City was represented at the hearing, along with the Town of Normal and McLean County. A copy of Ken Springer’s, EDC’s Vice President, presentation at the Public Hearing, along with a map of the proposed district boundaries, has been provided to the Council.



**FINANCIAL IMPACT:** With respect to the request for the EZ, there is no direct financial impact. However, to the extent that companies considering locating or expanding in the area may seek assistance, such as consideration of property tax abatement, which is currently offered by the City, these impacts would be considered on a case by case basis.

Respectively submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development/ED Coordinator  
Frank Koehler, Interim ED Coordinator

Financial & budgetary review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Legal review by:

Recommended by:



David A. Hales  
City Manager

- Attachments: Attachment 1. Ordinance & Legal Ken Springer, EDC’s Vice President, at recent Enterprise Zone Public Hearing  
Attachment 2. Intergovernmental Agreement  
Attachment 3: Ken Springer, EDC Vice President Memo  
Attachment 4: Timeline  
Attachment 5: Application  
Attachment 6: Boundary Map for New Enterprise Zone

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Motion: That the Intergovernmental Agreement be approved, the Ordinance passed, 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 Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE NO. 2014 - \_\_\_\_\_**

**AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA AS AN ENTERPRISE ZONE**

WHEREAS, the State of Illinois Enterprise Zone Act encourages local governmental participation in the promotion of private sector investment in economically depressed area throughout the State; and

WHEREAS, a large number of residents in the Bloomington-Normal area have experience pervasive property, unemployment, and economic distress; and

WHEREAS, the Illinois Enterprise Zone Act requires units of local government to pass an Ordinance establishing an Enterprise Zone before it can apply to the Department of Commerce and Economic Opportunity for certification of the Zone; and

WHEREAS, a public hearing on the establishment of such a Zone was conducted by the City of Bloomington, Town of Normal, City of Gibson City, County of Ford, and County of McLean on October 29, 2014;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: Definitions. As used in this ordinance:

“Act” means the Enterprise Zone Act (20 ILCS 655/).

“Department” means the Department of Commerce and Economic Opportunity.

“EDC” means the Economic Development Council of Bloomington Normal Area.

“IGA Parties” means the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford.

“Zone Area” means the area described and depicted in Appendix A, which is incorporated into this ordinance.

SECTION TWO: Designation. The Zone Area is designated as an Enterprise Zone, subject to the approval of the Department as set forth under the Act.

SECTION THREE: Qualifications. The City Council finds and determines that the Enterprise Zone meets the qualifications set forth under Section 4 of the Act.

SECTION FOUR: Duration. The duration of the Enterprise Zone is the maximum duration allowed for the Zone under Section 5.3 of the Act, including allowable extensions.

SECTION FOUR: Incentive. The City, in an effort to facilitate the successful development of the Enterprise Zone, will provide for a limited, discretionary property-tax abatement on improvements as follows:

**A. Eligible Projects:** To be considered for an abatement under this Section, a new attraction or a competitively-bid expansion project must create or maintain 50 or more FTE jobs and meet one of the following minimum qualification criteria:

- (1) The enterprise has invested or intends to invest a minimum of \$5 million which is or will be placed in service in the qualified property; or
- (2) Result in the creation of a new property lease with a minimum term of 5 years whose value is \$600,000 annually.

**B. Demonstrated Need:** Each project must present a documented “but-for” case, either by providing a written offer from another locality or a signed affidavit.

**C. Two-track system:** Abatements will be offered in two different tracks, based on the impact of the project in question. Projects of a higher quality are eligible for a “high impact” abatement, and projects meeting only the minimum criteria are eligible for the “standard” abatement.

“High-Impact” Abatement: Five-year 100% abatement on improvements (existing tax revenue not jeopardized).

“Standard Abatement”: Five-year graduated abatement on improvements (existing tax revenue not jeopardized) as follows:

- (1) 100% of improvements in year one;
- (2) 80% of improvements in year two;
- (3) 60% of improvements in year three;
- (4) 40% of improvements in year four; and
- (5) 20% of improvements in year five.

Projects qualifying for the “High-Impact Abatement” are generally one or more of the following:

- (1) Projects in the industries of Agribusiness, Logistics & Warehousing, IT/Clean Tech Manufacturing, Finance, Insurance and Real Estate, or Education;

- (2) Projects that will create jobs whose average pay (wages + benefits), across all new positions, is greater than the McLean County per-capita income level, as determined by the most recent American Community Survey 5-year estimates (presently \$28,167);
- (3) Projects that will locate in a “targeted area.” Targeted areas include officially-designated brownfields, distressed areas as defined by the Federal New Markets Tax Credit program, designated shovel-ready sites, or similar areas; or
- (4) Projects that will derive a high percentage of revenue from exports.

**C. Restrictions:** The following types of projects are ineligible for abatement consideration:

- (1) Residential-only development; and
- (2) Wind Energy.

**D. Approval Process:** All projects requesting an abatement must apply to the EDC. The EDC will evaluate the applications and award the abatement to qualifying applicants. The EDC must notify each affected taxing body of the award.

**E. Clawbacks and Enforcement:** In all cases, individual abatement agreements must contain clawback provisions to ensure that the projects incentivized by this abatement program perform to the expectations set forth in the agreement.

Any project that receives an abatement but is found not to have created the number of jobs and quantity of investment set forth in its abatement agreement is required pay back previously received abatement amounts on a pro-rata basis. Each taxing body retains the right to terminate abatement agreements for non-performance.

Each project receiving property tax abatements must also agree to not challenge their property tax assessment for a period of 5 years following the end of the abatement period.

**F. Inspection & Monitoring:** Each abatement agreement must provide a mechanism for inspection to ensure that the investment promised by the company has taken place. This “audit” may occur no more than once annually and is the responsibility of the Economic Development Council to undertake at the request of a taxing body. The audit will include:

- (1) Inspection of employee records, date of hire, and salary information;

(2) Review of construction budgets, building permits, and depreciation information on tax documents; and

(3) On-site visual inspection of the investment.

SECTION FIVE: Additional incentives allowed. This Ordinance does not prohibit the City from extending additional tax incentives of reimbursement for business enterprises in this Enterprise Zone or its corporate limits by separate Ordinance.

SECTION SIX: Conformance to codes, ordinances, and regulations. No incentive is available to any project that is not constructed, used, or occupied in conformance with all City codes, ordinances, and regulations. Except as expressly and specifically provided in this Ordinance, nothing contained in this Ordinance may be construed to waive, abrogate, lessen, or weaken the full force, effect, and application of all laws, resolutions, codes, regulations, and ordinances of the City to any project or any person or property.

SECTION SEVEN: Application and administration. That the City Manager is authorized and directed to (i) make an application to the Department under Section 5.1 of the Act, (ii) as he deems proper, to cause to be promulgated any program, directive, rule, or regulations, to make any recommendation, and to furnish any information for the purpose of securing certification of Zone Area as an Enterprise Zone, and (iii) to administer the Enterprise Zone and the related programs after the Zone is certified.

SECTION EIGHT: Zone Administrator. The position of "Zone Administrator" is created. The first Zone Administrator is the Executive Director of the EDC, and successors shall be designated pursuant to an Intergovernmental Agreement by and among the IGA Parties pertaining to the Zone. The duties of the Zone Administrator shall be performed in addition to the regular duties of the position of Executive Director. It is the power and duty of the Zone Administrator to:

- A. Supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act;
- B. Act as a liaison between the IGA Parties, the Department, any designated zone organization, and other State, federal, and local agencies, whether public or private;
- C. Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the President and Board of Trustees;
- D. Promote the coordination of other relevant programs, including but not limited to housing, community and economic development, small business, financial assistance, and employment training within the Enterprise Zone;
- E. Recommend qualified designated zone organizations to the City Council; and

F. Have other duties as specified by either the Mayor of the City Council.

SECTION NINE. Designated zone organizations. In order to facilitate the successful development of the Enterprise Zone and in accordance with the Act, the City may establish one or more designated zone organizations to carry out any or all of the functions provided for in Section 8 of the Act.

SECTION TEN. Certification fee. The Enterprise Zone Administrator is authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for enterprise zone benefits.

- A. The amount of the certification fee is 0.5% of the cost of the building materials of a project, as determined at the time of certification of the project by the Enterprise Zone Administrator. No fee, however, may exceed \$50,000.
- B. The certification fee must be paid at the time that the application for certification for eligibility for zone benefits is filed. The applicant and the Zoning Administrator, however, may arrange a different payment date for the fee with respect to any application.
- C. The proceeds of the certification fee shall be distributed to the Economic Development Council of Bloomington Normal Area.

SECTION ELEVEN: Prevailing wage. Any applicant (i) for certification of eligibility for a tax exemption for building materials on a project with an investment value of \$100,000 or more or (ii) the tax abatement under Section 4 must demonstrate that the applicant is paying prevailing wage for all work on the project. Nothing in this Section may be construed to relieve any person of any other duty under the Prevailing Wage Act.

SECTION TWELVE: Repeal of conflicting ordinances. The provisions of any ordinance that conflicts with the provisions of this Ordinance are repealed to the extent of the conflict.

SECTION THIRTEEN: Effective date. This Ordinance takes effect 10 days after the date of its publication and applies to such portion of the Zone as is or becomes a part of the City of Bloomington in the duration of the Zone.

APPROVED:

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Mayor

ATTEST:

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City Clerk

(SEAL)

2039.01

Bloomington - Normal - McLean County  
Enterprise Zone  
Full Zone Legal Description  
Tract 1

Point of Beginning: In the City of Bloomington, County of McLean, State of Illinois, at the intersection of the north right-of-way line of West Market Street and the western right-of-way line of Illinois Central Gulf Railroad tracks; thence south-westerly along said western right-of-way line to the intersection of the north right-of-way line of West Front Street and the east right-of-way line of South Lumber Street; thence southwesterly along said east right-of-way line of South Lumber Street to its intersection with the south right-of-way line of West Oakland Avenue. From this point the boundary runs westerly along the south right-of-way line of Oakland Avenue/Oakland County Road to the west right-of-way line of Interstate 55-74. The boundary follows the western Interstate 55-74 right-of-way line northward to the south right-of-way line of West Washington Street. The boundary follows this right-of-way line westward until it intersects with the west right-of-way line of Bloomington Heights Road; thence Northerly on said west right of way line of Bloomington Heights Road to the north right of way line of said West Washington Street; thence Westerly on the north right of way line of said West Washington Street to the south line of the N1/2 of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian; thence Westerly on the south line of said N1/2 of Section 1 to the west line of said Section 1; thence Northerly on the west line of said Section 1 to the south right of way line of West Market Street; thence Easterly on the south right of way line of said West Market Street to the southwesterly right of way line of the roadway commonly known as Old Peoria Road; thence Northwesterly on the southwesterly right of way line of said Old Peoria Road to the west right of way line of County Road 1100 East. The boundary then follows the west right-of-way line of 1100 East in a northerly direction to its intersection with the centerline of West Raab Road; thence westerly on the centerline of said West Raab Road to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the northeasterly right of way line of said Norfolk Southern Railroad to the centerline of Interstate 74; thence Easterly on the centerline of said Interstate 74 to the centerline of Ropp Road; thence Southerly on the centerline of said Ropp Road to the south right of way line of said Raab Road; thence Easterly on the south right of way line of said Raab Road to the west right of way line of Interstate 55/74; thence Southerly on the west right of way line of said Interstate 55/74 to the north right of way line of College Avenue; thence Westerly on the north right of way line of said College Avenue to the easterly right of way line of White Oak Road; thence Southeasterly on the easterly right of way line of said White Oak Road to the east right of way line of said Interstate



55/74; thence Southerly on the east right of way line of said Interstate 55/74 to the north right of way line of said West Market Street; thence Easterly on the north right of way line of said West Market Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the south right of way line of Empire Street; thence Westerly on the south right of way line of Empire Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the north right of way line of Seminary Street; thence Easterly on the north right of way line of said Seminary Street and the north right of way line of Emerson Street to the easterly right of way line of the Illinois Central Gulf Railroad; thence Southwesterly on the easterly right of way line of said Illinois Central Gulf Railroad to the east right of way line of Allin Street; thence Southerly on the east right of way line of said Allin Street to the south line of the public alley in Block 9 Western Addition to the City of Bloomington; thence Easterly on the south right of way line of said public alley to the east right of way line of Mason Street; thence Southerly on the east right of way line of said Mason Street to the south right of way line of the public alley in Block 10 in said Western Addition to the City of Bloomington; thence Westerly on the south right of way line of said public alley to the east right of way line of said Allin Street; thence Southerly on the east right of way line of said Allin Street to the north right of way line of Locust Street; thence Easterly on the north right of way line of said Locust Street to the west right of way line of Main Street; thence Northerly on the west right of way line of said Main Street to the south right of way line of Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the west right of way line of Center Street; thence Northerly on the west right of way line of said Center Street to the north right of way line of said Empire Street; thence Easterly on the north right of way line of said Empire Street to the east right of way line of said Main Street; thence Southerly on the east right of way line of said Main Street to the north line of the South 8 feet of the N1/2 of Block 5 in Durley Addition to the City of Bloomington, being the south line of the property described in a Quit-Claim Deed recorded as Document No. 2004-29484 in the McLean County Recorder of Deeds Office to the west right of way line of the public alley in said Block 5 Durley Addition; thence Southerly on the west right of way line of said public alley to the north right of way line of Walnut Street; thence Easterly on the north right of way line of said Walnut Street to the east right of way line of Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the south right of way line of said Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the east right of way line of East Street; thence Southerly on the east right of way line of said East Street to the north line of Lot 7 in Block 11 in Durley Addition to the City of Bloomington; thence Easterly on the north line of said Lot 7 and the north line of Lot 8 in said Block 11 Durley Addition, being the north line of the property described in a Warranty Deed recorded as Document No. 2012-23170 in the McLean County Recorder of Deeds Office to the west right of way line of Prairie Street; thence Northwesterly to the southwest corner of Lot 12 in Block 10 in said Durley Addition, said corner being at the point of intersection with the east right of way line of said Prairie Street and the north right of way line of a public alley; thence Easterly on the north right of way line of said public alley to the point of intersection with the northerly extension of the east line of the West 33 and 1/3 feet of Lot 15 in said Block 10 in Durley Addition; thence Southerly on said northerly extension and the east line of West 33 and 1/3 feet of said Lot 15, being the east line of the property described in a Warranty Deed recorded as Document No. 2002-12446 in the McLean County Recorder of Deeds Office to the north right of way line of said Locust Street; thence Westerly on the north right of way line of said Locust Street to the east right of way line of said

Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the north right of way line of said Market Street; thence Easterly on the north right of way line of said Market Street to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Jefferson Street; thence Easterly on the north right of way line of said Jefferson Street to the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the south right of way line of Front Street; thence Westerly on the south right of way line of said Front Street to the to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Oakland Avenue; thence Easterly on the north right of way line of said Oakland Avenue to the east right of way line of Clayton Street; thence Southerly on the east right of way line of said Clayton Street to the point of intersection with the easterly extension of the south line of Lot 2 in Castle Subdivision to the City of Bloomington; thence Westerly on the easterly extension of said south line, the south line and the westerly extension said south line to the southwesterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the southwesterly right of way line of said Norfolk Southern Railroad to the southeast corner of Lot 7 in Schroeder's Addition to Bloomington also being the southwest corner of the property described in a Warranty Deed recorded as Document No. 2005-24103 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of the tract of land described in said Warranty Deed to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the south right of way line of Wood Street; thence Westerly on the south right of way line of said Wood Street to the west right of way line of Lee Street; thence Northerly on the west right of way line of said Lee Street to the south right of way line of Taylor Street; thence Westerly on the south right of way line of said Taylor Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of said Front Street; thence Easterly on the north right of way line of said Front Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of Monroe Street; thence Westerly on the north right of way line of said Monroe Street to the west right of way line of Morris Avenue; thence Southerly on the west right of way line of said Morris Avenue to the north right of way line of Washington Street; thence Westerly on the north right of way line of said Washington Street to the southeasterly right of way line of said Illinois Central Gulf Railroad; thence Northeasterly on the southeasterly right of way line of said railroad to the north right of way line of said Market Street; thence westerly on the north right of way line of said Market Street to the Point of Beginning containing 5,279.27 acres / 8.25 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 2  
Passive Enterprise Zone Connector

A strip of land 3 feet in width lying east of and adjacent to the west right-of-way line of Dr. Martin Luther King Jr. Drive in the City of Bloomington, McLean County, Illinois. Said strip is bounded on the north by the southwesterly right-of-way line of the Norfolk and Southern Railroad and on the south by the north right-of-way line of Market Street in the City of Bloomington, said north right-of-way line being the north line of the existing Enterprise Zone.

Tract 2 contains 13,134 S.F. / 0.13 acres, more or less.

Legal Description Tract 3  
Enterprise Zone

Lot 1 and Outlot A in Kalamaya Subdivision Third Addition to the City of Bloomington, McLean County, Illinois, per plat recorded May 29, 1998 as Document No. 98-18176 in the McLean County Recorder's Office, together with:

Part of the North 133.00 feet of Lot 1 of Kalamaya Subdivision First Addition recorded as Document No. 94-24439 in the McLean County Recorder's Office described as follows: Beginning at the northeast corner of said Lot 1 of Kalamaya Subdivision First Addition; thence Southerly along the east line of said Lot 1 and the west right-of-way line of Dr. Martin Luther King Jr. Drive along a curve convex to the west, with an initial tangent bearing S.33°-28'-44"W. and a radius of 693.00 feet, a distance of 149.94 feet; thence West 492.83 feet; thence North 133.00 feet to the north line of said Lot 1 in Kalamaya Subdivision First Addition; thence east along the north line of said Lot 1, 561.42 feet to the Point of Beginning.

Tract 3 contains 12.41 acres / 0.02 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 4  
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 30 and a part of the NE ¼ of Section 31 all in Township 24 North Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width, lying 3 feet southwest of and adjoining the following described line: Beginning at the intersection of the northeasterly right of way line of White Oak Road and the centerline of Hovey Avenue; thence Southeast along the northeasterly right of way line of said White Oak Road to the Point of Termination at the southernmost corner of Lot 26 in the Second Re-subdivision of Normal Industrial Park Subdivision according to the Plat thereof recorded as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 4 contains 2,439 S.F. / 0.06 acres, more or less.

Legal Description Tract 5  
Enterprise Zone

Lot 26 and Outlots 28 and 29 of the Second Re-subdivision of Normal Industrial Park, according to the Plat thereof recorded March 15, 1974 as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 5 contains 10.53 acres / 0.02 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 6  
Passive Enterprise Zone Connector

A part of Section 9, 16 and 21 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjoining the following described line: Beginning at the point of intersection of the south right of way line of Wood Street and the west right of way line of Main Street in the City of Bloomington; thence Southerly on the west right of way line of said Main Street / U.S. Route 51 to the Point of Termination on the easterly extension of the south right of way line of Brigham School Road.

Tract 6 contains 32,769 S.F. / 0.75 acres, more or less.

Legal Description Tract 7  
Enterprise Zone

A part of Sections 20, 21, 22, 28 and 29 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Main Street / U.S. Route 51 and the easterly extension of the south right of way line of Brigham School Road; thence Easterly on said easterly extension to the centerline of Main Street / U.S. Route 51; thence Southerly on the centerline of said Main Street / U.S. Route 51 to the south right of way line of Interstate 74; thence Easterly on the south right of way line of said Interstate 74 to the west right of way line of Township Road 1350 East; thence Southerly on the east right of way line of said Township Road 1350 East to the south line of the SW  $\frac{1}{4}$  of Section 22; thence Westerly on the south line of said SW  $\frac{1}{4}$  of Section 22 and the south line of the SE  $\frac{1}{4}$  of Section 21 to the east right of way line of said U.S. Route 51; thence Southerly on the east right of way line of said U.S. Route 51 to the south line of the NW  $\frac{1}{4}$  of Section 28; thence Westerly on the south line of said NW  $\frac{1}{4}$  of Section 28 and the south line of the NE  $\frac{1}{4}$  of Section 29 to the west line of the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of said Section 29; thence Northerly on the west line of the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of said Section 29 to the north line of the NE  $\frac{1}{4}$  of said Section 29; thence Easterly on the north line of the NE  $\frac{1}{4}$  of said Section 29 to the east right of way line of Morris Avenue; thence Northerly on the east right of way line of Morris Avenue to the south right of way line of said Brigham School Road; thence Easterly on the south right of way line of said Brigham School Road to the Point of Beginning containing 825.12 acres / 1.29 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 8  
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the east right of way line of McLean Street and the centerline of Front Street; thence Easterly on the centerline of said Front Street to the Point of Termination on the west right of way line of Robinson Street.

Tract 8 contains 4,554 S.F. / 0.10 acres, more or less.

Legal Description Tract 9  
Enterprise Zone

A part of Sections 3, 4, 9 and 10 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the centerline of Front Street and the west right of way line of Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the south right of way line of Washington Street; thence Easterly on the south right of way line of said Washington Street to the east right of way line of McClun Street; thence Southerly on the east right of way line of said McClun Street to the north line of Lot 19 in the Subdivision of the S ½ of Section 3; thence Easterly on the north line of said Lot 19 and the north line of Lot 16 in said Subdivision to the northeast corner of said Lot 16; thence Southerly on the east line of said Lot 16 to the north line of the North 45 feet of the South 100 feet of Lot 9 in said Subdivision, being the north line of the property described in a Warranty Deed recorded as Document No. 93-31402 in the McLean County Recorder of Deeds Office; thence Easterly on the north line of the property described in said Warranty Deed and the easterly extension thereof to the east right of way line of Denver Street; thence Southerly on the east right of way line of said Denver Street to the south right of way line of Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the east right of way line of Hannah Street; thence Southerly on the east right of way line of said Hannah Street to the north right of way line of Bell Street; thence Easterly on the north right of way line of said Bell Street to the easterly right of way line of Maizefield Avenue; thence Southeasterly on the easterly right of way line of Maizefield Avenue to the east right of way line of OConnel Street; thence Southerly on the east right of way line of said OConnel Street to the south right of way line of Croxton Avenue; thence Southwesterly on the south right of way line of said Croxton Avenue to the easterly right of way line of Morrissey Avenue; thence Southeasterly on the easterly right of way line of Morrissey Avenue to the south right of way line of Lincoln Street; thence Westerly on the south right of way line of said Lincoln Street to the west right of way line of Bunn Street; thence Northerly on the west right of way of said Bunn Street to the south right of way line of said Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the west right of way line of said Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the Point of Beginning containing 133.80 acres / 0.21 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 10  
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjacent to the following described line: Beginning at the intersection of the centerline of Beaufort Street and the west right of way line of Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Termination at the northwesterly right of way line of the Union Pacific Railroad.

Tract 10 contains 432 S.F. / 0.01 acres, more or less.

Legal Description Tract 11  
Enterprise Zone

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the west right of way line of Fell Avenue and the northwesterly right of way line of the Union Pacific Railroad; thence Southwesterly 463 feet on the northwesterly right of way line of said railroad; thence Northwesterly 25 feet on the northwesterly right of way line of said railroad; thence Southwesterly on the northwesterly right of way line of said railroad to the east right of way line of School Street; thence Northerly on the east right of way line of said School Street to the southerly right of way line of said Beaufort Street; thence Northeasterly on the southerly right of way line of said Beaufort Street to the west right of way line of said Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Beginning, EXCEPTING THEREFROM the vacated alley lying between Lots 50 and 52, ALSO EXCEPTING all of Lots 52, 53, 54, 55, 56, 57, 58 and the East 2.9 feet of Lot 59, ALSO EXCEPTING the vacated alley lying between Lots 55 and 56 all in Fifth Addition to the Town of Normal recorded in Plat Book 1 on Page 69 in the McLean County Recorder of Deeds Office.

Tract 11 contains 67,079 S.F. / 1.54 acres, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 12  
Passive Enterprise Zone Connector

A strip of land, 3 feet in width, lying 1.5 feet on each side of the following described line and being a part of Sections 28, 29, 30, 31, 32 and 33 in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the centerline of White Oak Road (formerly U.S. Route 150) with the east line of the existing Bloomington and Normal Enterprise Zone, said east line being the east right-of-way line of Interstate 55-74. From said Point of Beginning, thence

Southeasterly along the centerline of said White Oak Road to the centerline of Hovey Avenue in the Town of Normal, Illinois; thence Easterly along the centerline of said Hovey Avenue to the centerline of Beaufort Street in the Town of Normal; thence Northeasterly along the centerline of said Beaufort Street to a point lying 1.5 feet east of the east right-of-way line of Fell Avenue in the Town of Normal; thence North parallel with said east right-of-way line to the north right-of-way line of said Beaufort Street. Said 3-foot wide strip is bounded on the west by the east right-of-way line of said Interstate 55-74 and is bounded on the east by the north right-of-way line of said Beaufort Street.

Tract 12 contains 37,413 S.F. / 0.86 acres, more or less.

Legal Description Tract 13  
Enterprise Zone

A part of the W $\frac{1}{2}$  of Section 27 and a part of the SE $\frac{1}{4}$  of Section 28, all in Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, McLean County, Illinois, described as follows: Beginning at the intersection of the east right-of-way line of Fell Avenue with the north right-of-way line of Beaufort Street. From said Point of Beginning, thence North along said east right-of-way line to the south right-of-way line of Mulberry Street; thence East along the south right-of-way line of said Mulberry Street to the northeast corner of Lot 6 in Block 38 First Addition to the Town of Normal; thence South on the east line of said Lot 6 and the east line of Lot 13 in said Block 38 and the southerly extension of said east line to the south right-of-way line of College Avenue; thence East on the south right-of-way line of said College Avenue to the point of intersection with the southerly extension of the west line of Lot 5 in Re-subdivision of Lot 3 Bank of Illinois Subdivision recorded as Document No. 2007-21948 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Lot 5 and the west line of Lot 4 in said Re-subdivision to the south right-of-way line of said Mulberry Street; thence West on the south right-of-way line of said Mulberry Street to the point of intersection with the southerly extension of the west line of Lot 16 in Block 37 First Addition to the Town of Normal; thence North on said southerly extension, the west line of said Lot 16 and the west line of Lot 3 in said Block 37 to the south right-of-way line of Cherry Street; thence East on the south right-of-way line of said Cherry Street to the northeast corner of Lot 1 in said Block 37; thence South on the east line of said Lot 1 and the east line of Lot 18 in said Block 37 and the southerly extension thereof to the south right-of-way line of said Mulberry Street; thence East on the south right-of-way line of said Mulberry Street to the west right-of-way line of Constitution Boulevard; thence South on the west right-of-way line of said Constitution Boulevard to the south right-of-way line of said College Avenue; thence East along said south right-of-way line to a point lying 45 feet east of the northwest corner of Lot 3 in the Subdivision of Block 1 and part of Block 2 in the Original Town of Normal and also of Lots 2, 3 and 4 in Block 43 in the First Addition to Normal; thence South along the west line of property conveyed per deed recorded as Document No. 2003-26653 in the McLean County Recorder's Office and the southerly extension thereof to the Northwesterly Extension of the east line of the West 3 feet of Lots 6, 7 and 13 in said Subdivision; thence Southeast along said northwesterly extension and along said east line and the southeasterly extension thereof to the south right-of-way line of the Beaufort Street; thence Northeasterly along said south right-of-way line to the east right-of-way line of Linden Street; thence North along said east right-of-way line to the



south right-of-way line of Mulberry Street; thence East along said south right-of-way line to the southwesterly right-of-way line of the Mulberry/College Avenue Crossover; thence Southeast along said southwesterly right-of-way line to the northwesterly right-of-way line of the Union Pacific Railroad; thence Southwest along said northwesterly right-of-way line to the southeasterly extension of the westerly line of the easterly 2.5 feet of Lot 5 in Block 7 in the Original Town of Normal; thence Northwest along said southeasterly extension, along said westerly line and along the northwesterly extension of said westerly line to the north right-of-way line of Beaufort Street; thence Southwest along said north right-of-way line to the Point of Beginning containing 22.87 acres / 0.04 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 14  
Passive Enterprise Zone Connector

A part of the SW ¼ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying north of and adjoining the following described line: Beginning at the point of intersection of the centerline of Main Street / U.S. Route 51 and the easterly extension of the south line of Lot 11 in Northmeadow Subdivision recorded as Document No. 78-15579 in the McLean County Recorder of Deeds Office; thence Westerly on said easterly extension to the Point of Termination on the east line of said Lot 11.

Tract 14 contains 300S.F. / 0.01 acres, more or less.

Legal Description Tract 15  
Enterprise Zone

Lot 11 in Northmeadow Subdivision according to the Plat thereof recorded October 25, 1978 as Document No. 78-15579 in the McLean County Recorder of Deeds Office, being a part of the SW ¼ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois.

Tract 15 contains 5.84 acres / 0.01 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 16  
Passive Enterprise Zone Connector

A part of the SW¼ of Section 9, a part of the W½ of Section 16, a part of the W½ of Section 21, a part of the W½ of Section 28, a part of Section 29, and a part of Section 30, all in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning at a point on the east line of the Bloomington/Normal “Enterprise Zone” as described in Ordinance No. 3618 dated May 19, 1986, filed with the Town Clerk of the Town of

Normal, Illinois, said point being the intersection of the east right of way line of White Oak Road (Formerly U. S. Route 150), and the westerly extension of the centerline of West College Avenue; thence Easterly 3613 feet on the westerly extension and the centerline of said West College Avenue to the centerline of Parkside Road; thence Easterly 2715 feet on the centerline of said West College Avenue to the centerline Cottage Avenue; thence Easterly 2709 feet on the centerline of said West College Avenue to the centerline of Adelaide Street; thence Easterly 1833 feet on the centerline of said West College Avenue and Sudduth Road extended easterly to the centerline of northbound North Main Street (U.S. Route 51); thence Northerly 309 feet on the centerline of said North Main Street to the centerline of West College Avenue, as lying east of North Main Street; thence Northerly 1904 feet on the centerline of said North Main Street to the centerline of Gregory Street and Bowles Street; thence Northerly 739 feet on the centerline of said North Main Street to the centerline of Gregory Street, as lying east of North Main Street; thence Northerly 5040 feet on the centerline of said North Main Street to the centerline of Raab Road; thence Northerly 6740 feet on the centerline of said North Main Street to the south line of N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 9; thence continuing Northerly 86.7 feet on the centerline of said Main Street to a point lying 86.5 feet North of the south line of N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 9; thence Easterly 79.8 feet parallel with the south line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 9 to the Point of Termination on the east right of way line of said North Main Street, containing 77,306 square feet/1.77 acres, more or less.

Legal Description Tract 17  
Enterprise Zone

The N $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian which lies Westerly of and adjacent to a line that lies parallel and 25 feet Westerly from the centerline of the Illinois Central Gulf's Amboy District North Main track on the East and the highway on the West, being North Main Street of Bloomington, Illinois, as extended North, EXCEPTING THEREFROM that part conveyed to McLean County Service Company in Quit Claim Deed recorded January 5, 1996 as Document No. 96-505, ALSO EXCEPTING the South 85 feet thereof, in McLean County, Illinois. Together with the following described tract: Beginning at the point of intersection of the east right of way line of North Main Street / U.S. Route 51 and the north line of the South 85 feet of the N  $\frac{1}{2}$  of the S  $\frac{1}{2}$  of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian; thence East on said north line of the South 85 feet of the N  $\frac{1}{2}$  of the S  $\frac{1}{2}$  of Section 9 to the west right of way line of the Constitution Trail; thence Southerly on the west right of way line of said Constitution Trail to the south right of way line of Northtown Road; thence Easterly on the north right of way line of said Northtown Road to the west right of way line of Linden Street; thence Southerly on the west right of way line of said Linden Street to the to the southeast corner of Lot 2 Re-subdivision of Lot 1 Northtown Center Subdivision recorded as Document No. 2007-4082 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of said Lot 1 and the south line of Lot 3 in said subdivision to the southwest corner thereof on the east line of Lot 1 Normal Industrial Park; thence Southerly on the east line of said Lot 1 to the southeast corner thereof; thence Westerly on the south line of said Lot 1 to the east right of way line of said Constitution Trail; thence Southerly on the east right of way line of said Constitution Trail to the north right of way line of Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of

said Main Street / U.S. Route 51 to the north right of way line of said Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the east right of way line of Interstate 39; thence Northerly on the east right of way line of Interstate 39 to the north line of the SW ¼ of said Section 9; thence East on the north line of the SW ¼ of said Section 9 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of Main Street / U.S. Route 51 to the westerly extension of said north line of the South 85 feet of the N ½ of the S ½ of Section 9; thence Easterly on said westerly extension to the Point of Beginning containing 488.66 acres / 0.76 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 18  
Passive Enterprise Zone Connector

A part of the NW¼ of Section 9 and a part of the SW¼ of Section 4, all in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning on the east right of way line of North Main Street, also known as U.S. Route 51 in the Town of Normal, at a point 86.5 feet North of the south line of the N½ of the S½ of Section 9; thence Westerly 79.8 feet parallel with the south line of the N½ of the S½ of said Section 9 to the centerline of said North Main Street and U.S. Route 51 according to the Right of Way Plans thereof recorded as Document No. 87-22330 in the McLean County Recorder of Deeds Office; thence North 3579 feet on said centerline of U.S. Route 51, and as according to the Right of Way Plans thereof recorded as Document No. 87-22333 and Document No. 87-22332 in the McLean County recorder of Deeds Office, to the centerline of Township Road (T.R.) 181 East as depicted on said Right of Way Plans; thence Northeasterly 300 feet on the centerline of said Township Road (T.R.) 181 East to the intersection of the centerline of a public road, as depicted on said Right of Way Plans, now commonly known as Former U.S. Route 51; thence Northerly 1904 feet on the centerline of said public road and Former U.S. Route 51 to a point 1.5 feet north of the easterly extension of the south line of Lot 1 of Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office; thence Westerly 60 feet parallel with the south line of said Lot 1 to the Point of Termination on the east line of said Lot 1 in Birkey's Farm Store Subdivision, containing 16,896 square feet/0.39 acres, more or less.

Legal Description Tract 19  
Enterprise Zone

Lot 1 in Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office, Lot 1 in Bates Subdivision according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office and a part of Lot 8 in Heirs Survey, all in Section 4, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 1 in Birkey's Farm Store Subdivision; thence S.87°-56'-26"W. 822.27 feet to the southwest corner of said Lot 1; thence N.00°-38'-14"W. 513.24 feet on the west line of said Lot 1; thence N.07°-53'-37"E. 303.36 feet

on the west line of said Lot 1; thence N.00°-38'-14"W. 300.00 feet on the west line of said Lot 1 and the easterly right of way line of F.A.P. 412/Interstate 39; thence N.24°-51'-54"W. 109.66 feet on said easterly right of way line of F.A.P. 412/Interstate 39; thence N.00°-38'-14"W. 837.38 feet on said right of way line; thence N.01°-45'-54"E. 438.03 feet on said right of way line to the north line of Lot 8 in Heirs Survey of Section 4; thence N.89°-19'-03"E. 567.21 feet on said north line of Lot 8 to the northwest corner of a tract conveyed in a Warranty Deed recorded December 15, 1993 as Document No. 93-38725 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 363.28 feet to the southwest corner of said tract conveyed in Document No. 93-38725; thence S.87°-05'-31"W. 120.83 feet on the westerly extension of the south line of said tract conveyed in Document No. 93-38725 to the northwest corner of a tract of land conveyed to Arin Rader in Warranty Deed recorded as Document No. 2006-13844 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 431.39 feet to the southwest corner of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 176.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence S.02°-03'-34"E. 69.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 124.00 feet to the southeast corner of said tract conveyed to Arin Rader in Document No. 2006-13844 on the west right of way line of Former U.S. Route 51; thence S.02°-03'-34"E. 509.00 feet on said west right of way line of Former U.S. Route 51 to the southeast corner of Lot 1 in Bates Subdivision, according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office, also being the northeast corner of said Lot 1 in Birkey's Farm Store Subdivision; thence S.01°-51'-01"E. 1098.96 feet on said west right of way line of Former U.S. Route 51 to the Point of Beginning containing 1,768,972 square feet/ 40.61 acres, more or less, with assumed bearings given for description purposes only.

**Together with the following described tracts of land to wit:**

Legal Description Tract 20  
Passive Enterprise Zone Connector

A strip of land 3 feet wide in Sections 23, 26 and 35 in Township 24 North, Range 2 East, of the Third Principal Meridian, in McLean County, Illinois, and lying 1.5 feet on each side of the following described centerline: Beginning at the intersection of the centerline of F.A.P. 704 (Veterans Parkway) according to right of way plans recorded May 7, 1996 as Document No. 1996-12491 in the McLean County Recorder's Office, with the centerline of Arrowhead Drive. From said Point of Beginning, thence North along said centerline of Veterans Parkway through said Sections 35, 26 and 23 to Station 355+80.00 as shown on right of way plans recorded January 15, 2002 as Document No. 2002-2123, thence West perpendicular to said centerline 100.00 feet to the west right-of-way line as shown on said right of way plans, said point also being the Point of Terminus.

Tract 20 contains 26,724 S.F. / 0.61 acres, more or less.

Legal Description Tract 21  
Enterprise Zone

Lot 5 in Gregory's Subdivision of part of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, except (Exception No. 1) a piece of the north end thereof described as follows: Beginning at a point 50 feet southeasterly at a right angle from the centerline of the southbound main track and in the southeasterly right-of-way line of the Chicago and Alton Railway at Station 6437+04.6 measured from Chicago; thence Southwesterly along said right-of-way line 2217.7 feet; thence South 128 feet to a point 100 feet southeasterly at a right angle from said right-of-way line; thence Northeasterly parallel with said right-of-way line 2217.7 feet; thence North 128 feet to the Place of Beginning, except (Exception No. 2) also a tract of land conveyed to the State of Illinois for highway purposes by deed recorded June 6, 1939 in Book 428, Page 235 and per Book 638, Page 445; and also except (Exception No. 3) that part of the real estate lying east of the U.S. Highway 66; also except (Exception No. 4) that part conveyed to the State of Illinois by Quit-Claim Deed recorded January 11, 1977 as Document No. 77-473, (Exception No. 5) by Quit-Claim Deed recorded June 1, 1982 as Document No. 82-4778, and (Exception No. 6) by deed recorded as Document No. 98-31415, and (Exception No. 7) that part taken by the State of Illinois, Department of Transportation in Condemnation Case #2001ED10 filed November 21, 2001 and also (Exception No. 8) all that part lying within Veterans Business Park Subdivision Unit 1 according to the plat recorded October 19, 2005 as Document No. 2005-31837, all in McLean County, Illinois, together with the following described tract: A part of Sections 22, 23 and 27 in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the centerline of the Union Pacific Railroad and the northerly extension of the east line of Lot 2 in Eureka Subdivision Extension No. One according to the Plat thereof recorded as Document No. 2002-52025 in the McLean County Recorder of Deeds Office; thence Southerly on the east line of said Lot 2 to the north right of way line of Fort Jesse Road; thence Westerly on the north right of way line of said Fort Jesse Road and Willow Street to the east right of way line of Beech Street; thence Northerly of the east right of way line of said Beech Street to the northwest corner of Lot 1 in Skatium Subdivision according to the Plat thereof recorded as Document No. 82-9787 in the McLean County Recorder of Deeds Office; thence Easterly 382.15 feet on the north line of said Lot 1; thence Northerly 70.10 feet on said north line; thence Easterly 215.65 feet on said north line; thence Southerly 8.6 feet on said north line; thence Easterly 50.0 feet on said north line to the west line of Lot 1 in Darnall Concrete Products Subdivision according to the Plat thereof recorded as Document No. 2001-35500 in the McLean County Recorder of Deeds Office; thence Northerly on the west line of said Lot 1 to the north line of said Lot 1, also being the south right of way line of Pine Street; thence Easterly on the north line of said Lot 1, the north line of Lot 2 in said Darnall Concrete Products Subdivision, the north line of Marguerite Subdivision according to the Plat thereof recorded as Document No. 74-8248 in the McLean County Recorder of Deeds Office and the easterly extension thereof to the centerline of said Union Pacific Railroad; thence Northeasterly on said centerline to the Point of Beginning containing 216.58 acres / 0.34 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 22  
Passive Enterprise Zone Connector

A part of the N ½ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the centerline of Veterans Parkway and the centerline of General Electric Road; thence Easterly on the centerline of said General Electric Road to a point lying 1.5 feet east of the point of intersection of the centerline of said General Electric Road and the east right of way line of Keaton Place; thence Southerly parallel with the east right of way line of said Keaton Place to the Point of Termination on the south right of way line of said General Electric Road.

Tract 22 contains 1,779 S.F. / 0.04 acres, more or less.

Legal Description Tract 23  
Enterprise Zone

A part of the NE ¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the south right of way line of General Electric Road and the east right of way line of Keaton Place; thence Easterly on the north right of way line of said General Electric Road to the east line of the NE ¼ of said Section 35; thence South on the east line of the NE ¼ of said Section 35 to the north line of Lakewood Estates Subdivision First Addition; thence Westerly on said north line to the northwest corner of Lot 204 in said First Addition; thence Southerly on the west line of said Lot 204 to the northeast corner of Lot 203 in said First Addition; thence Westerly on the north line of said First Addition, the north line of Lakewood Estates Second Addition and the north line of Lakewood Estates Sixth Addition to the southeast corner of General Electric Company Subdivision according to the Plat thereof recorded as Document No. 96-33517 in the McLean County Recorder of Deeds Office; thence continuing Westerly on the south line of said General Electric Company Subdivision to the southwest corner thereof; thence Northerly on the west line of said General Electric Company Subdivision and the east right of way line of said Keaton Place to the Point of Beginning containing 1.08 acres / 0.09 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 24  
Passive Enterprise Zone Connector

A part of the SW¼ of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 1 in Empire East Development recorded as Document No. 85-14445 in the McLean County Recorder's Office. From said Point of Beginning, thence south along the southerly extension of the west line of said Lot 1 to the centerline of Illinois Route 9; thence east along said centerline to a point lying 3.00 feet normally distant east of said southerly extension; thence north along a line parallel with said southerly extension to the south

line of said Lot 1; thence west along said south line to the Point of Beginning, except the South 1.50 feet thereof.

Tract 24 contains 444 S.F. / 0.01 acres, more or less.

Legal Description Tract 25  
Enterprise Zone

Lot 1 in Empire East Development being a part of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 13, 1985 as Document No. 85-14445, in McLean County, Illinois.

Tract 25 contains 19.96 acres / 0.03 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 26  
Passive Enterprise Zone Connector

A part of the SW $\frac{1}{4}$  of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3 feet in width, lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of Trinity Lane as dedicated in Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in the McLean County Recorder's Office. From said Point of Beginning, thence south along a line which is perpendicular to the south line of said Trinity Lane to the centerline of Illinois Route 9. Said strip is bounded on the north by the south line of said Trinity Lane and on the south by the centerline of Illinois Route 9.

Tract 26 contains 483 S.F. / 0.01 acres, more or less.

Legal Description Tract 27  
Enterprise Zone

A part of the SW $\frac{1}{4}$  of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Cornelius Road as dedicated per the final plat of Central Catholic/McGraw Park Subdivision in the City of Bloomington, Illinois, per Ordinance No. 2002-90 approved by the Bloomington City Council, said southeast corner being a point lying 70.00 feet southeast of the southeast corner of Lot 2 in said subdivision. From said Point of Beginning, thence southwesterly 328.65 feet along the south right-of-way line of said Cornelius Road being the arc of a curve concave to the northwest with a radius of 530.00 feet and a long chord of 323.41 feet to a point of tangency; thence west 1,245.00 feet along said south right-of-way line which forms an angle to the right of 197°-45'-51" with the last described chord; thence southwest 64.37 feet along the southeasterly right-of-way line of Airport Road in the City of Bloomington which forms an angle to the right of 148°-32'-19" with the last described course to the east right-of-way line of said Airport Road; thence south 843.23 feet



along said east right-of-way line which forms an angle to the right of  $120^{\circ}-46'-26''$  with the last described course; thence south 150.74 feet along said east right-of-way line which forms an angle to the right of  $178^{\circ}-04'-06''$  with the last described course; thence south 290.00 feet along said east right-of-way line which forms an angle to the right of  $182^{\circ}-49'-06''$  with the last described course; thence southeast 75.47 feet along said east right-of-way line which forms an angle to the right of  $131^{\circ}-09'-39''$  with the last described course to the north right-of-way line of F.A.P. 693 (Illinois Route 9) as shown on a plat recorded as Document No. 95-5258 in the McLean County Recorder's Office; thence east 226.27 feet along said north right-of-way line which forms an angle to the right of  $140^{\circ}-29'-01''$  with the last described course; thence east 280.50 feet along said north right-of-way line which forms an angle to the right of  $180^{\circ}-11'-51''$  with the last described course; thence east 150.35 feet along said north right-of-way line which forms an angle to the right of  $176^{\circ}-11'-11''$  with the last described course; thence east 468.55 feet along said north right-of-way line which forms an angle to the right of  $185^{\circ}-02'-28''$  with the last described course to the intersection of said north right-of-way line with the west right-of-way line of Trinity Lane as dedicated in the Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in said Recorder's Office; thence continuing east 231.70 feet along said north right-of-way line which is also the south right-of-way line and the easterly extension thereof of said Trinity Lane which forms an angle to the right of  $180^{\circ}-00'-00''$  with the last described course; thence east 500.34 feet along said north right-of-way line which forms an angle to the right of  $176^{\circ}-28'-54''$  with the last described course; thence east 199.98 feet along said north right-of-way line which forms an angle to the right of  $182^{\circ}-17'-27''$  with the last described course; thence east 600.23 feet along said north right-of-way line which forms an angle to the right of  $181^{\circ}-54'-34''$  with the last described course; thence east 214.07 feet along a line which forms an angle to the right of  $178^{\circ}-05'-26''$  with the last described course to the east line of the Survey of 355.15 acres off the west side of said Section 31 as shown in Plat Book 12, page 120 in said Recorder's Office; thence north 2389.85 feet along said east line which forms an angle to the right of  $88^{\circ}-01'-36''$  with the last described course to the southeast corner Golden Eagle South Subdivision in the City of Bloomington, Illinois, per plat recorded March 15, 1999 as Document No. 99-7564 in said Recorder's Office; thence west 561.48 feet along the south line of said Golden Eagle South Subdivision which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence southwest 360.00 feet along said south line which forms an angle to the right of  $169^{\circ}-06'-43''$  with the last described course; thence west 461.13 feet along said south line, the south line of the First Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded July 7, 1999 as Document No. 99-21172 in said Recorder's Office and the south line of the Third Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded February 24, 2000 as Document No. 2000-4395 in said Recorder's Office, which forms an angle to the right of  $190^{\circ}-53'-17''$  with the last described course to the northeast corner of Lot 2 in said Central Catholic/McGraw Park Subdivision; thence south 694.15 feet along the easternmost line of said Lot 2 which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described to the southeast corner thereof; thence southeast 70.00 feet along the northeast line of said Cornelius Road which forms an angle to the right of  $144^{\circ}-24'-14''$  with the last described course to the Point of Beginning, except therefrom the following described tracts:

Exception No. 1:

Commencing at the southernmost corner of Lot 1 in Empire Business Park Subdivision in the City of Bloomington, Illinois, per plat recorded January 17, 2007 as Document No. 2007-1452 in said Recorder's Office, thence northeast 245.35 feet along the southeast line of said Lot 1 to the Point of Beginning. From said Point of Beginning, thence southeast 158.00 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course; thence east 127.41 feet along a line which forms an angle to the right of  $120^{\circ}-04'-18''$  with the last described course; thence northeast 194.91 feet along a line which forms an angle to the right of  $149^{\circ}-55'-42''$  with the last described course; thence northeast 135.59 feet along a line which forms an angle to the right of  $202^{\circ}-12'-00''$  with the last described course; thence east 285.69 feet along a line which forms an angle to the right of  $187^{\circ}-52'-18''$  with the last described course; thence north 566.33 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence west 45.63 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence northeast 639.87 feet along a line which forms an angle to the right of  $297^{\circ}-31'-00''$  with the last described course; thence north 72.35 feet along a line which forms an angle to the right of  $152^{\circ}-29'-00''$  with the last described course; thence west 18.69 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence southwest 721.45 feet along a line which forms an angle to the right of  $117^{\circ}-31'-00''$  with the last described course; thence west 46.14 feet along a line which forms an angle to the right of  $242^{\circ}-29'-00''$  with the last described course; thence southwest 95.50 feet along a line which forms an angle to the right of  $149^{\circ}-55'-58''$  with the last described course to the easternmost corner of said Lot 1; thence southwest 209.48 feet along the east line of said Lot 1 which forms an angle to the right of  $135^{\circ}-00'-00''$  with the last described course; thence southwest 589.89 feet along the southeast line of said Lot 1 which forms an angle to the right of  $224^{\circ}-59'-44''$  with the last described course to the Point of Beginning; and also, except:

Exception No. 2

Beginning at the southeast corner of Outlot 70 in said Golden Eagle South Subdivision. From said Point of Beginning, thence west 525.84 feet along the south line of said Golden Eagle South Subdivision; thence south 405.38 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence east 525.84 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the southerly extension of the east line of said Subdivision; thence north 405.38 feet along said east line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Point of Beginning.

Tract 27 contains 111.34 acres / 0.17 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 28  
Passive Enterprise Zone Connector

Part of the SW $\frac{1}{4}$  of Section 31 in Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3.00 feet in width and lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of said Section 31; thence S.88°-51'-13"E. along the south line of said Section 31 a distance of 79.66 feet; thence Northerly along the southerly extension of the east right-of-way line of Airport Road to the Point of Termination at the centerline of Illinois Route 9. Said strip is bounded on the north by the centerline of Illinois Route 9 and on the south by the south line of said Section 31.

Tract 28 contains 666.66 S.F. / 0.02 acres, more or less.

Legal Description Tract 29  
Enterprise Zone

Part of the SE $\frac{1}{4}$  of Section 31 in Township 24 North, Range 3 East and part of Sections 5, 6, 7 and 18 in Township 23 North, Range 3 East and part of Section 1 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois. Said part being further described as follows: Beginning at the northwest corner of said Section 6; thence S.88°-51'-13"E. along the north line of said Section 6 a distance of 4490.15 feet to the southwest corner of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 31; thence N.00°-21'-56"W. along the west line of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 31 a distance of 2638.47 feet to the northwest corner of the said E $\frac{1}{2}$ ; thence S.89°-29'-20"E. along the north line of the said E $\frac{1}{2}$  a distance of 1491.97 feet to the northeast corner of the said E $\frac{1}{2}$ ; thence S.00°-10'-47"E. along the east line of the said E $\frac{1}{2}$  a distance of 2654.81 feet to the northeast corner of said Section 6; thence S.00°-37'-05"E. along the east line of said Section 6 a distance of 3676.23 feet; thence S.89°-23'-21"E. a distance of 53.49 feet; thence S.72°-18'-04"E. a distance of 1106.16 feet; thence S.18°-16'-41"W. 1632.26 feet to a point on the south line of the SW $\frac{1}{4}$  of said Section 5; thence N.89°-02'-00"W. along the said south line a distance of 578.45 feet to the southeast corner of said Section 6; thence N.00°-31'-08"W. along the east line of the SE $\frac{1}{4}$  of said Section 6 a distance of 83.79 feet; thence N.71°-43'-41"W. a distance of 1189.36 feet; thence S.00°-10'-21"E. a distance of 462.58 feet to a point on the south line of the SE $\frac{1}{4}$  of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 816.57 feet; thence S.18°-16'-19"W. a distance of 699.56 feet to a point on the east line of Lot 13 Sixth Addition to Towanda-Barnes Business Park recorded as Document No. 2002-12737 in the McLean County Recorder of Deeds Office; thence South on the west line of said Sixth Addition, the west line of Seventh Addition, the west line of Ninth Addition, the west line of Eighteenth Addition and the west line of Nineteenth Addition to the southwest corner of Lot 39 in Nineteenth Addition to Towanda-Barnes Business Park recorded as Document No. 2007-15254 in the McLean County Recorder of Deeds Office; thence East on the south line of said Nineteenth Addition, the south line of Sixteenth Addition, the south line of Fourteenth Addition and the south line of Third Addition to the southeast corner of Lot 43 in the Re-subdivision of Lot 7 and Outlot 8 in the Third Addition to Towanda-Barnes Business Park recorded as Document No. 2008-14030 in the McLean County Recorder of Deeds Office, said corner being on the west right of way line of Towanda-Barnes Road; thence South on the west right of way line of said Towanda-Barnes Road to the north right of way line of Ireland Grove

Road; thence West on the north right of way line of said Ireland Grove Road to the west line of the East 2,166.80 feet of Section 7, being a tract of Land described in a Trustee's Deed recorded as Document No. 2010-4479 in the McLean County Recorder of Deeds Office; thence South on said west line to the south line of said Section 7; thence S.89°-36'-59"W. along the said south line a distance of 1822.85 feet to the northeast corner of Government Lot 2 in Section 18; thence S.00°-26'-02"E. along the east line of said Government Lot 2 a distance of 1330.84 feet; thence N.89°-30'-25"E. along the north line of the S½ of Government Lot 1 of said Section 18 a distance of 1325.80 feet to a point on the east line of said Government Lot 1; thence S.00°-26'-02"E. along the said east line a distance of 1333.78 feet to the center of said Section 18; thence S.89°-38'-34"W. along the south line of the NW¼ of said Section 18 a distance of 1649.59 feet; thence S.00°-21'-26"E. a distance of 2673.60 feet to a point on the south line of the SW¼ of said Section 18; thence S.89°-29'-24"W. along the said south line a distance of 1640.67 feet to the southwest corner of said Section 18; thence N.00°-33'-26"W. along the west line of said Section 18 a distance of 5338.58 feet to the northwest corner of said Section 18; thence N.89°-36'-59"E. along the south line of the SW¼ of said Section 7 a distance of 747.71 feet to a point on the extension of the east right-of-way line of Streid Drive; thence N.40°-17'-08"W. along the said east right-of-way line a distance of 180.30 feet; thence N.00°-35'-25"W. along the said east right-of-way line a distance of 4465.78 feet to a point at the beginning of a curve to the left, said curve having a radius of 1266.23 feet and an arc length of 783.71 feet; thence on a chord bearing of N.23°-57'-22"W. and a chord distance of 771.26 feet to a point on the south line of the SW¼ of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 320.94 feet to the southwest corner of said Section 6; thence N.00°-30'-07"W. along the west line of the SW¼ of said Section 6 a distance of 388.83 feet to the southeast corner of said Section 1; thence N.00°-31'-25"W. along the east line of Colonial Meadows Addition "I" a distance of 1782.74 feet to the northeast corner of the said Colonial Meadows Addition "I"; thence S.89°-26'-16"W. along the north line of the said Colonial Meadows Addition "I" a distance of 836.92 feet to the northwest corner of the said Colonial Meadows Addition "I"; thence S.00°-12'-58"W. along the west line of the said Colonial Meadows Addition "I" a distance of 667.70 feet to the northeast corner of Waterford Estates Subdivision Second Addition; thence S.88°-14'-37"W. along the north line of Waterford Estates Subdivision Second Addition and north line of Waterford Estates Subdivision Fourth Addition a distance of 1024.36 feet to a point at the northwest corner of Waterford Estates Subdivision Fourth Addition; thence S.33°-10'-22"W. along the northwesterly line of Waterford Estates Subdivision Fourth Addition a distance of 112.30 feet to a point on the west line of Waterford Estates Subdivision Fourth Addition; thence S.01°-44'-13"E. along said west line a distance of 187.91 feet to the southwest corner of Waterford Estates Subdivision Fourth Addition said point being on the north line of Waterford Estates Subdivision First Addition; thence S.88°-15'-33"W. along the said north line and the north line of Waterford Estates Subdivision Third Addition and the north line of Waterford Estates Subdivision Fifth Addition a distance of 1288.64 feet; thence S.42°-11'-11"W. along the northwesterly line of Waterford Estates Subdivision Fifth Addition a distance of 134.74 feet; thence S.00°-43'-01"E. along the west line of Waterford Estates Subdivision Fifth Addition a distance of 232.22 feet; thence S.88°-12'-33"W. along the north line of Waterford Estates Subdivision Fifth Addition a distance of 261.35 feet to a point on the southeasterly line of Washington East Subdivision Tenth Addition; thence N.32°-26'-16"E. along said southeasterly line and along the southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 1019.71 feet; thence N.36°-47'-34"E. along said southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance

of 510.39 feet to a point on the west line of the SE $\frac{1}{4}$  of Section 1; thence N.00°-03'-13"E. along said west line and the east line of Washington East Subdivision Fifth Addition a distance of 888.03 feet to the center of said Section 1; thence S.89°-17'-11"W. along the south line of the NW $\frac{1}{4}$  of said Section 1 and the north line of Washington East Subdivision Fifth Addition a distance of 1371.43 feet to the southeast corner of Lot 5 of Hershey Center Final Plat; thence N.00°-56'-19"E. along the east line of said Lot 5 a distance of 473.51 feet to the northeast corner of said Lot 5; thence N.71°-29'-43"W. along the northerly line of Hershey Center Final Plat a distance of 1128.64 feet to the southeast corner of Hershey Plaza Subdivision; thence N.18°-16'-27"E. along the easterly line of Hershey Plaza Subdivision and the easterly line of Hershey Plaza Subdivision Second Addition and the easterly line of Hershey Plaza Subdivision Fourth Addition a distance of 1433.71 feet to the northeast corner of Hershey Plaza Subdivision Fourth Addition; thence N.89°-44'-09"W. along the north line of Hershey Plaza Subdivision Fourth Addition a distance of 252.46 feet to the southeast corner of Burwell Subdivision; thence N.00°-15'-51"E. along the east line of Burwell Subdivision a distance of 522.00 feet to a point on the south right-of-way line of Illinois Route 9 (East Empire Street); thence S.87°-45'-53"E. along the south right-of-way line of Illinois Route 9 (East Empire Street) a distance of 223.53 to a point at the northwest corner of Route 9 Commercial Park Subdivision First Addition; thence S.00°-23'-23"W. along the west line of said Route 9 Commercial Park Subdivision First Addition a distance of 237.40 feet to a point at the southwest corner of said Route 9 Commercial Park Subdivision First Addition; thence S.89°-47'-34"E. along the south line of said Route 9 Commercial Park Subdivision First Addition a distance of 126.77 feet to a point at the southeast corner of Lot 9 of said Route 9 Commercial Park Subdivision First Addition; thence southeasterly on the curved existing south right-of-way line of Airline Drive with a radius of 509.76 feet and an arc length of 202.25 feet; thence on a chord bearing of S.77°-33'-39"E. a chord distance of 200.93 feet; thence S.64°-38'-32"E. along the said existing south right-of-way line of Airline Drive and the southerly line of said Route 9 Commercial Park Subdivision First Addition and the extension thereof a distance of 1319.87 feet to a point at the beginning of a curve to the right, said curve having a radius of 993.00 feet and an arc length of 80.33 feet; thence on a chord bearing of S.67°-02'-46"E. and a chord distance of 80.31 feet; thence N.00°-06'-43"W. a distance of 945.58 feet to a point on the north line of the NW $\frac{1}{4}$  of said Section 1; thence S.89°-43'-24"E. along the north line of said Section 1 a distance of 3092.18 feet to the Point of Beginning.

Excepting the Following Described Tract:

Commencing at the center of said Section 1; thence N.00°-03'-13"E. along the west line of the NE $\frac{1}{4}$  of said Section 1 a distance of 135.33 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the existing centerline or extension thereof of runway 11/29 at the Central Illinois Regional Airport and said point being the Point of Beginning; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 126.61 feet; thence N.67°-06'-22"W. a distance of 802.61 feet; thence N.18°-16'-12"E. a distance of 1360.59 feet; thence S.76°-21'-15"E. a distance of 802.61 feet to a point, said point being 745.00 feet northeasterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.71°-43'-48"E. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 5141.17 feet; thence N.84°-48'-14"E. a distance of 832.69 feet to a point, said point being

745.00 feet northwesterly when measured at right angles from the existing centerline or extension thereof of runway 2/20 at the Central Illinois Regional Airport; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 1923.40 feet; thence N.17°-41'-49"E. a distance of 707.99 feet to the existing south right-of-way line of Illinois Route 9; thence S.88°-25'-01"E. along the said south right-of-way line a distance of 1575.01 feet; thence S.18°-50'-34"W. a distance of 1160.26 feet to a point, said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 2254.98 feet to a point, said point being 745.00 feet northeasterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.72°-30'-48"E. a distance of 330.03 feet; thence S.18°-16'-12"W. a distance of 1499.02 feet; thence N.70°-56'-48"W. a distance of 330.03 feet to a point, said point being 745.00 feet southwestly when measured at right angles from the said existing centerline or extension thereof of runway 11/29 and said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 4655.02 feet; thence S.17°-41'-49"W. a distance of 807.57 feet; thence N.71°-09'-26"W. a distance of 1506.08 feet; thence N.18°-50'-34"E. a distance of 792.51 feet to a point, said point being 745.00 feet northwesterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 3400.63 feet; thence N.32°-51'-15"W. a distance of 1998.59 feet to a point, said point being 745.00 feet southwestly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 4222.48 feet to the Point of Beginning, containing 612 acres, more or less.

Tract 29 contains 1461.67 acres / 2.28 square miles, more or less.

**Together with the following described tracts of land to wit:**

Legal Description Tract 31  
Passive Connector and Enterprise Zone

Site A: - One Earth Energy Site – from the intersection of West Emerson Street and the east right of way line of the Illinois Central Railroad, in the corporate limits of the City of Bloomington, Illinois hence Easterly along West Emerson Street on a three foot wide strip to North Towanda Avenue; hence Northerly along North Towanda Avenue to Rowe Drive; hence Easterly along Rowe Drive to North Veterans Parkway; hence North along North Veterans Parkway to Arrowhead Drive; hence Easterly along Arrowhead Drive to Gettysburg Drive; hence Southerly along Gettysburg Drive to the centerline of Illinois Route 9; hence Easterly on the centerline of Illinois Route 9 to the border of McLean County, Illinois; hence easterly along the centerline of Illinois Route 9 in Ford County, Illinois to the city limits of the City of Gibson City, Illinois; hence Easterly along the centerline of Illinois Route 9 in the City of Gibson City, Illinois to N 300E Road for the Starting Point; then from the Starting Point at the intersection of Illinois Route 9 and N 300E Road; hence Northerly on N 300E Road to E 550N Road; hence Easterly along E

550N Road 3004 feet to a point; hence directly South to Illinois Route 9; thence Westerly along Illinois Route 9 to the Starting Point at the intersection of Illinois Route 9 and N 300E Road containing 372.09 acres / 0.58 square miles, more or less.

Said Enterprise Zone contains 9,008.14 acres / 14.08 square miles, more or less.



**Intergovernmental Agreement  
Concerning Enterprise Zone Designation and Operation**

This agreement is dated \_\_\_\_\_, 2014 and is between the COUNTY OF McLEAN, the COUNTY OF FORD, the CITY OF BLOOMINGTON, the CITY OF GIBSON CITY, and the TOWN OF NORMAL.

In consideration of the mutual covenants contained in this contract and for other good and valuable consideration, the parties agree as follows:

Section 1. Purpose. The purpose of this agreement is to organize and coordinate the efforts of the parties in bringing about the designation and operation of an Enterprise Zone under the provisions of the Enterprise Zone Act (20 ILCS 655/).

Section 2. Description. The property that is the subject of this agreement is described in Exhibit A (“Zone Property”). The Zone Property is located partly in the jurisdiction of each of the parties.

Section 3. Enabling ordinance. Each party to this agreement agrees to adopt an ordinance meeting the requirements of the Enterprise Zone Act. Each party agrees to adopt any other ordinances or legislation as may be necessary to carry out the intent of the enabling ordinance.

Section 4. Application. The parties agree to submit to the Department of Commerce and Economic Opportunity a joint application for designation of the Zone Property as an Enterprise Zone in accordance with the requirements of the Enterprise Zone Act.

Section 5. Administrator. The Executive Director of the Economic Development Council of Bloomington Normal Area shall serve as the first administrator to administer the Zone. The parties agree to appoint, collectively, each successor. To that extent, each party agrees to adopt any ordinance or resolution that is necessary to empower the Administrator to act on behalf of that party with respect to the administration of the Zone within its jurisdiction. In selecting an Administrator, each party has one vote, which shall be cast by the chief executive officer of each party (mayor or county board chairman, as applicable). Each Administrator continues to hold the position until he or she resigns or dies or until the chief executive officers of at least 3 of the parties vote to discharge him or her.

Section 6. Specific performance. Because the success of the Zone depends upon the unified and coordinated actions of all of the parties to this agreement, and because it is impossible to calculate the damage that may be done by the failure to adhere to the provisions of this agreement, it is hereby declared by and among the parties that any obligations imposed upon any

party by this agreement or undertaken through the submission of a joint application under the Enterprise Zone Act is specifically enforceable against any party by any or all of the other four parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

<b>County of Ford</b>  By: _____ County Board Chairman  ATTEST:  By: _____ County Clerk	<b>County of McLean</b>  By: _____ County Board Chairman  ATTEST:  By: _____ County Clerk
<b>City of Bloomington</b>  By: _____ Mayor  ATTEST:  By: _____ City Clerk	<b>City of Gibson City</b>  By: _____ Mayor  ATTEST:  By: _____ City Clerk
<b>Town of Normal</b>  By: _____ Mayor  ATTEST:  By: _____ Town Clerk	



## **Executive Summary – Proposed Application to Apply for a New Enterprise Zone**

The legislation accompanying this memo sets forth parameters for a proposed new Enterprise Zone (EZ) to be sought in a competitive application through the Illinois Department of Commerce and Economic Opportunity. Our community's existing EZ will expire in 2016 and cannot be renewed. This application concerns the creation of an entirely new EZ for the communities of Bloomington, Normal, McLean County, Gibson City and Ford County.

### **Background:**

Enterprise Zone has been the most useful economic development incentive program utilized by our local community over the past ten years. EZ has been a component in 74% of the successful projects the Economic Development Council has worked on, resulting in over \$1 billion of new capital investment and over 1,000 full-time jobs since 2004. The Bloomington-Normal Area Economic Development Council has served as the existing zone's administrator since 2004.

Enterprise Zone functions as an incentives platform, wherein state incentives and local incentives are made available on a statutory basis to projects that locate within the boundaries of the zone. At the state level, Enterprise Zones are jointly overseen by the Illinois Department of Commerce and Economic Opportunity as well as the Illinois Department of Revenue. Local communities have some flexibility in the administration of their EZ as well as in the participation of local taxing bodies in the provision of incentives.

Individual EZs are constrained by the amount of geographic area the zone can cover, with multi-jurisdictional zones receiving more territory to allocate. The maximum size of any zone is currently 15 square miles. Communities may choose to deploy all of their zone territory at the outset, or withhold portions of their territory in reserve for future zone expansions.

In late 2012, the Illinois legislature passed an update to the Illinois Enterprise Zone Act, which phased out all existing EZs in Illinois and provided in its place an open and competitive reapplication process. There are a finite number of Enterprise Zones in Illinois, with the number currently capped at 97 and not expected to increase. Thus, the application process for re-allocating Illinois' 97 Enterprise Zones is expected to be fiercely competitive, with many communities vying for zones. Currently, the majority of EZs in Illinois are located south of I-80. It is widely anticipated however, that the reapplication process will see the distribution of zones shifted northward.



### **Zone size and location:**

The proposed new Enterprise Zone will comprise 14.08 square miles of deployed territory, with .92 square miles of undeployed territory held in reserve to accommodate future projects. This is a higher deployment-to-reserve ratio than we have utilized in our existing zone. The intent of deploying more zone area is to limit the number of future amendments we will have to undertake, given the extensive time and effort required to complete an amendment. The zone's location is again spread widely across the community, with a large portion of territory located in West Bloomington and in West Normal. The zone will also encompass multiple re-development and infill opportunities such as the former Bloomington Rail Yards, the former Wildwood Properties along Morrissey Ave, the former Electrolux building on Main St. and the former GE facility on GE road. The new zone, like the existing EZ, also includes the One Earth Energy facility in Gibson City. Virtually all of the properties that are located in the existing zone will be carried over to the new zone, with the exception of the two wind farms. A full legal description as well as a map showing the location of the new zone is attached to this packet.

### **Administration:**

The proposed new Enterprise Zone will continue to be administrated by the Bloomington-Normal Area Economic Development Council. The only change in the administration process of the proposed new zone concerns the issue of prevailing wage. EDC proposes that for the new zone, projects wishing to utilize local incentives and having a construction value of \$100,000 or more will be required to pay prevailing wage during construction. Projects that are unwilling to pay prevailing wage will not be issued building material exemption certificates by the zone's administrator and will be ineligible for local property tax abatement. This requirement does not create a blanket mandate for all projects in the zone to pay prevailing wage, but rather ties the usage of the two local incentives under our local control to prevailing wage.

### **Incentives:**

Enterprise Zone has always been conceived of as a partnership between the State and the local community hosting the zone to provide incentives. EDC believes that the failure to include local incentives would be a significant obstacle for our proposed zone's approval. The proposed new Enterprise Zone will therefore seek to include local incentives in the form of local property tax abatement.

In 2013, the elected boards of Bloomington, Normal, McLean County, District 87 and Unit 5 all voted to create via MOU a standing discretionary property tax abatement program. The EDC



seeks to roll that discretionary program into the proposed new EZ, using the same criteria and requirements for access. The program allows for up to 100% property tax abatement on improvements made to properties for a period of five years.

One key change in doing this will be the change of property tax abatement from a discretionary program to a statutory one. Enterprise Zone forbids the type of individual approvals required by discretionary incentives. On the contrary, Enterprise Zone is designed to be an open-to-all incentive, where local councils do not get to vote individually on deals. With that said, local taxing bodies are still welcome to place restrictions on incentives which will limit their use. For example, the proposed property tax abatement will be restricted to those projects that will invest at least \$5 million and will create at least 50 permanent full-time jobs. This requirement will by default limit the number of projects able to access local property tax abatement to only a handful in any given year. EDC asks that each taxing body commit to providing local property tax abatement throughout the life of the new EZ – fifteen years, plus a possible additional ten year renewal. Local taxing bodies do retain the right to modify or rescind their incentive offerings once the zone has been established, should future circumstances require it.

### **Zone Approval Process:**

Bloomington, Normal, McLean County, Gibson City and Ford County are the applicants for this proposed Enterprise Zone and will be the designating units of government in charge of the zone once it is created. The first step in the approval process is the passage locally of a “Designating Ordinance” and an Intergovernmental Agreement. In addition, any taxing bodies wishing to participate in the provision of property tax abatement must also pass resolutions to that effect. All of this legislation is then bundled with a multi-part application and submitted to the Illinois Department of Commerce and Economic Opportunity. From there, a Governor-appointed panel will determine which communities receive new Enterprise Zones. It should be noted that the panel has the right to reject any/all EZ applications. Communities that are successful in their bid for a new zone will be notified in September of 2015. The new Enterprise Zones will begin going into effect as of January 1<sup>st</sup>, 2016.

In conclusion, Enterprise Zone has been a tremendously useful incentive in our community. Our ability to secure a new zone will have a major impact on the direction of economic development in McLean County moving forward. The EDC strongly encourages the passage of this ordinance and intergovernmental agreement.

Please direct any additional questions to the Bloomington-Normal Area Economic Development Council at 309-452-8437.



Bloomington-Normal

ECONOMIC  
DEVELOPMENT  
COUNCIL

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Springer".

Ken Springer

Vice President

Bloomington-Normal Area EDC

## New Enterprise Zone Process Timeline

EDC Contact: Ken Springer -- 309-452-8437 or ken@bnbiz.org

Last Updated: 11-21-2014

Due Date	Task	Responsible Party
Complete	Enterprise zone areas for addition decided on and finalized.	Applicant Gov'ts
Complete	Solicit bids from at least three engineering firms to create <b>Maps/Legal Descriptions</b>	EDC
Complete	Winning bid selected for engineering firm	EDC & Applicant Gov'ts
Complete	<b>Full Legal Description</b> and <b>Full Map</b> must be completed	Engineering Firm
Complete	Publish notice of Public Hearing in Pantagraph	EDC
Complete	Hold Public Hearing	EDC & Applicant Gov'ts
Complete	<b>Overlap Legal</b> and <b>Overlap Map</b> must be completed	Engineering Firm
ASAP	Create and finalize <b>Designating Ordinance &amp; IGA</b>	Brian Day, Corporation Counsels
ASAP	Create and finalize local <b>Incentive Ordinances</b>	Curt Richardson
12/1	Town of Normal Council Meeting 7:00PM	Mark Peterson
12/8	City of Bloomington Council Meeting 7:00PM	Austin Grammer
12/8	Gibson City Council Meeting 7:00PM	Mike O'Grady
12/8	Ford County Board Meeting 7:00PM	Mark Peterson
12/9	McLean County Executive Committee Meeting 4:30PM	Bill Wasson
12/10	Unit 5 School Board Meeting 7:00PM	Mark Peterson
12/10	District 87 School Board Meeting 6:30PM	Mike O'Grady
12/16	Full County Board Meeting 9:30AM	Bill Wasson
12/19	Gather up all ordinances, IGA's and tax abatement resolutions	Wendy Briggs
12/19	EDC finalizes <b>E-Zone Application</b> and provides draft to Application Review Team	EDC Staff
12/19	Application Review	Mark Peterson, Sally Heffernan
12/22	Drive Application Down to DCEO in Springfield	Austin Grammer
09/30/2015	Illinois awards new Enterprise Zones	DCEO

### Description of Deliverable:

<b>Designating Ordinances</b>	Ordinance and Intergovernmental Agreement (IGA) establishing the boundaries, governance, fees, administration of the new Enterprise Zone. Must be passed by all governments participating in the zone.
<b>Incentive Ordinances</b>	Ordinances/Resolutions establishing the local incentives pledged for the new Enterprise Zone. Once executed, these must be included with the EZ application narrative submitted to DCEO by 12/31/2014.
<b>Full Legal Description</b>	A legal description of the total area of the New Enterprise Zone.
<b>Full Map</b>	A map showing the boundaries of the total area of the New Enterprise Zone. Map must include digital ArcGIS shapefiles.
<b>Overlap Legal Description</b>	A separate legal description that describes only those areas of the New Enterprise Zone that overlap with the old Enterprise Zone.
<b>Overlap Map</b>	A separate map showing only those areas of the New Enterprise Zone that overlap with the old Enterprise Zone. Map must include digital ArcGIS shapefiles.
<b>Letters of Support</b>	The E-zone Application does not require letters of support from the community, but we will solicit several for inclusion anyway.
<b>E-zone Application</b>	The actual new E-Zone Application paperwork. Includes a lengthy narrative section, quantitative evidence and supplemental materials (ordinances, IGAs etc.)



**PART G. APPLICANT CERTIFICATION**

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant. I further certify that each incentive authorized by the governing body will be implemented and that all necessary administrative procedures will be established and effected.

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

**Town of Normal**  
Designating Unit of Government

\_\_\_\_\_  
Chief Elected Official signature

\_\_\_/\_\_\_/2014  
Date

**Mayor**  
Title

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

**City of Bloomington**  
Designating Unit of Government

\_\_\_\_\_  
Chief Elected Official signature

\_\_\_/\_\_\_/2014  
Date

**Mayor**  
Title

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

**County of McLean**  
Designating Unit of Government

\_\_\_\_\_  
Chief Elected Official signature

\_\_\_/\_\_\_/2014  
Date

**Chairman**  
Title

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

**City of Gibson City**  
Designating Unit of Government

\_\_\_/\_\_\_/2014  
Date

\_\_\_\_\_  
Chief Elected Official signature

**Mayor**  
Title

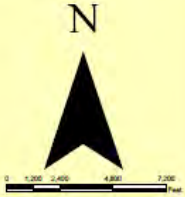
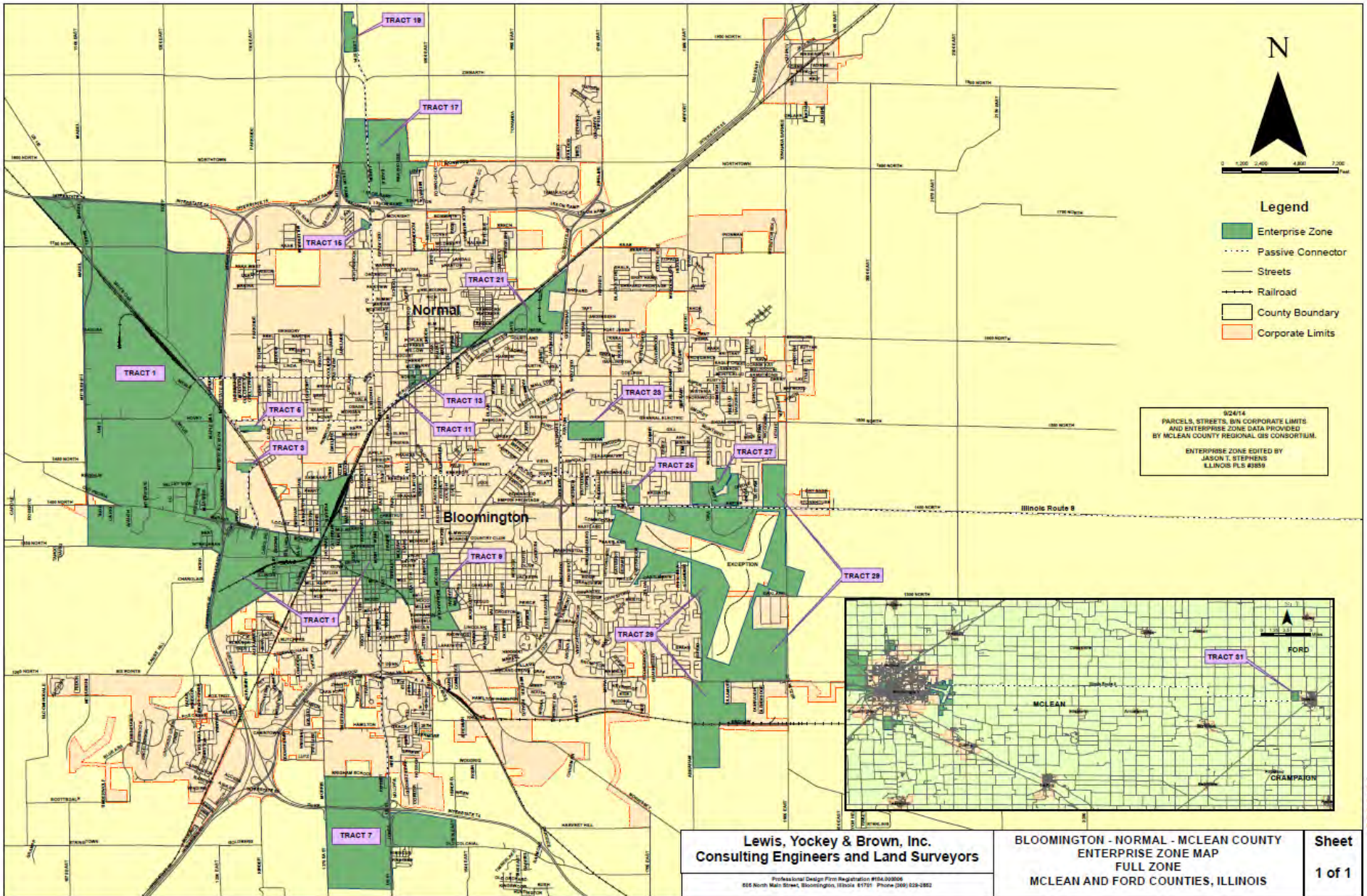
CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

**County of Ford**  
Designating Unit of Government

\_\_\_/\_\_\_/2014  
Date

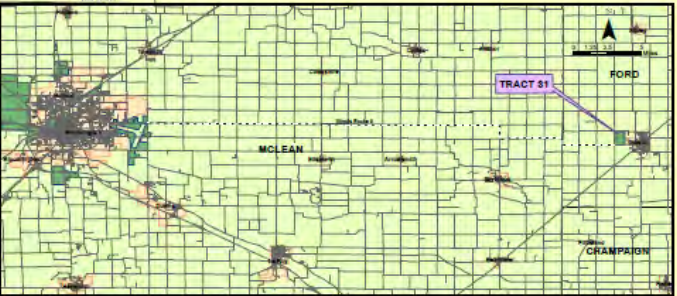
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Chief Elected Official signature

**Chairman**  
Title



- Legend**
- Enterprise Zone
  - Passive Connector
  - Streets
  - Railroad
  - County Boundary
  - Corporate Limits

9/24/14  
 PARCELS, STREETS, SW CORPORATE LIMITS  
 AND ENTERPRISE ZONE DATA PROVIDED  
 BY MCLEAN COUNTY REGIONAL GIS CONSORTIUM.  
 ENTERPRISE ZONE EDITED BY  
 JASON T. STEPHENS  
 ILLINOIS PLS #3938



**Lewis, Yockey & Brown, Inc.**  
 Consulting Engineers and Land Surveyors

Professional Design Firm Registration #184.003006  
 600 North Main Street, Bloomington, Illinois 61701 Phone (309) 529-2852

**BLOOMINGTON - NORMAL - MCLEAN COUNTY  
 ENTERPRISE ZONE MAP  
 FULL ZONE  
 MCLEAN AND FORD COUNTIES, ILLINOIS**

**Sheet  
 1 of 1**

2039.01



FOR COUNCIL: December 8, 2014

SUBJECT: Text Amendment to Chapter 1. Adoption of Administrative Adjudication System

**RECOMMENDATION/MOTION:** Recommend that the Text Amendment to Chapter 1 of the Bloomington City Code Relating to Ordinance Enforcement through Administrative Adjudication 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:** For several months, City staff, including several City departments, have been working on the establishment of an administrative adjudication system to adjudicate City ordinance violations, (OV). To establish an administrative court, the City need only pass an ordinance creating a hearing unit. A hearing officer will also need to be appointed who must be an attorney licensed to practice law in the State of Illinois for at least three (3) years. Upon approval of the ordinance establishing the administrative adjudication system, staff will issue a Request for Qualifications (RFQ) to obtain the necessary hearing officers. Under administrative adjudication, fines cannot exceed \$50,000 and the hearing officer's decision can be enforced, after the appeal period, in the same manner as a court judgment. To ensure due process, decisions of the hearing officer are appealable under the Administrative Review Law.

As an overview of the process, complaints will be brought before the hearing officer by the filing of a written pleading by an authorized City official. Service of the pleading/complaint can simply be mailed to the defendant. A hearing will then be held, (at least fifteen/15 days after service), at the City Hall promptly after the pleading is filed and served.

Some of the benefits of administrative adjudication include: 1.) that the City will keep 100% of any fines and costs assessed as opposed to the portion of costs assessed by the county when the circuit court is utilized to handle complaints; 2.) convenience to residents and staff (e.g. establish hearing times that work for the City and hold the hearings at City Hall); 3.) a hearing officer is appointed to specifically concentrate on and enforce local City issues; 4.) the formal rules of evidence do not apply; and 5.) certain procedures allow some decisions/fines to be collected as a special assessment.

In 2013, the City filed approximately 1,200 code violations in circuit court. The vast majority of these are behavioral violations, with typically ten (10) or fewer property/building code violations being filed each month. This last October, the City filed 151 complaints in circuit court. Note that number of complaints filed does not represent the number of citations actually issued. If a citation is paid and/or timely resolved, no complaint is filed on the matter.

Under the current system, if a defendant is found guilty of a violation and issued a fine of \$100, the circuit court also assesses “court costs” in the amount of \$127. The City also collects attorney fees in the amount of \$25. Accordingly, a \$100 fine quickly turns into an actual financial obligation of \$252 on the part of the violator. A fine of \$200 has court costs of approximately \$147 and those with multiple violations are charged higher court costs. The ordinance proposed by staff includes a hearing cost charge of \$100, which should equate to a savings of approximately \$52 for offenders while still allowing the City to recoup its costs.

Under the administrative adjudication ordinance being proposed to the Council, the administrative court will have jurisdiction over all OV, including property, building code and behavioral violations.

Staff believes that establishment of a City administrative court will create an easier process for prosecuting code violations and thus bring about more accountability and increased code enforcement.

Upon adoption, the goal would be to have the administrative court established and operating by January 2015. This will allow time to obtain the necessary hearing officers, order the necessary forms and get the Code Hearing Department operational. Staff anticipates the minimal costs associated with the establishment of the Code Hearing Department, including any necessary security at City Hall during hearings, will be more than offset by the assessment of the hearing costs, increased prosecutions, enforcement actions and collections.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** This is a new program for the City and all financial impact is based on the data available and best estimates at this time. The financial impact of the program will be reevaluated after a few months and adjustments will be made if necessary.

The program will be managed by Legal and all accounts will be setup in their department. Legal will go out for an RFQ to hire two (2) contractual hearing officers at an estimated cost of \$145 per hour. There will be the potential for four (4) hours of hearings each Wednesday. The defendant will be charged \$100 per violation. Based on current historical data, there are 100 cases found in favor of the City. All non-compliant defendants who do not pay, will be turned over to a collection agency who will keep 30% of the fines. Bad debt is estimated at 10%.

If the program is approved, a budget amendment will be brought back to Council to adjust the current year budget for estimates of both revenues and expenditures.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
Attachment 2: Power Point

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Motion: That the Text Amendment to Chapter 1 of the Bloomington City Code Relating to Ordinance Enforcement through Administrative Adjudication be approved and the Ordinance passed.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**ORDINANCE 2014 - \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 1 OF THE BLOOMINGTON CITY CODE  
RELATING TO ORDINANCE ENFORCEMENT THROUGH ADMINISTRATIVE  
ADJUDICATION**

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

SECTION 1. That Chapter 1 of the Bloomington City Code, 1960, as amended, be further amended by adding Section 9.1 as follows:

Chapter 1: Section 9.1: Administrative Adjudication.

**(a) Definitions.**

For the purposes of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (1) Alleged violator. Person charged with violating any ordinance or law in the City of Bloomington.
- (2) Building code. Any City ordinance or law that establishes construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards that are applicable to structures in the City.
- (3) Code violation. Non-compliance with any building code or non-building code ordinance or law adopted by the City.
- (4) Hearing Officer. A licensed attorney in the State of Illinois who is appointed by the City Manager and who meets the requirements of Section 9.1(d), whose duty it is to:
  - a. Preside at an administrative hearing called to determine whether or not a Code violation exists;
  - b. Hear testimony and accept evidence from the inspector, the building or property owner and all interested parties relevant to the existence of a Code violation;
  - c. Take judicial notice of all public records of McLean County, Illinois;
  - d. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing; and
  - e. Issue and sign a written finding, decision and order stating whether a Code violation exists.



- (5) Inspector. A City employee whose duties include the inspection and examination of structures or property in the City to determine if zoning or other Code violations exist.
- (6) Non-building code. Any City ordinance or law, except for a building code ordinance or law, which prohibit certain actions or behaviors that are contrary to the public's health, safety and welfare.
- (7) Officer. A full or part-time Bloomington Police Department Officer or Security Officer.

**(b) Code Hearing Division.**

- (1) There is hereby established a Code Hearing Division, the function of which is to expedite the prosecution and correction of Code violations in the manner set out in this Section. The hearing officer and such other agents or employees assigned to assist the hearing officer by the City Manager shall constitute the Code Hearing Division.
- (2) The adoption of this Section does not preclude the City from using other lawful methods to enforce the provisions of this Code.

**(c) Powers of the Hearing Officer.**

The Hearing Officer shall have the following powers:

- (1) Preside at an administrative hearing called to determine whether or not a Code violation exists;
- (2) Hear testimony and accept evidence that is relevant to the existence of a Code violation;
- (3) Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
- (4) Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;
- (5) Issue a written determination based on the evidence presented at the hearing, stating whether a Code violation exists. The determination shall be in writing and shall include a written finding of fact, decision and order including the fine, penalty, or action with which the defendant must comply; and
- (6) Impose penalties consistent with applicable Code provisions and assess costs upon finding a party liable for the charged violation. The maximum monetary fine under this Section shall not exceed \$50,000.00. The fine shall be exclusive of costs of enforcement or costs imposed to secure compliance with the City's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the municipality.

**(d) Requirements of the Hearing Officer.**

Prior to conducting a hearing as provided under this Section, the Hearing Officer shall have successfully completed a formal training program which includes the following:

- (1) Instruction on the rule of procedure of the administrative hearings which he or she will conduct;
- (2) Orientation to each subject area of the Code violations that they will adjudicate;
- (3) Observation of administrative hearings;
- (4) Participation in hypothetical cases, including ruling on evidence and issuing final orders;

The Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three years. The Corporation Counsel and City Manager shall certify that all requirements provided under this subsection (d) have been met.

**(e) Code Hearing Procedure.**

- (1) When an inspector or officer finds a code violation, he shall note the violation on a violation notice and report form, indicating the name and address of the property owner of alleged violator, the type and nature of the violation, the date and time the violation was observed, the names of witnesses to the violation, and the address of the property or location where the violation was observed.
- (2) The violation report form shall be forwarded by the inspector or officer to the Code Hearing Division where a docket number shall be affixed to the form and a hearing date noted in the blank spaces provided for that purpose on the form. For any Code violation, the hearing date shall not be less than 14 days after a Code violation is reported by the inspector or officer. Hearings shall be scheduled with reasonable promptness, provided that an alleged violator shall have at least 15 days after service of process to prepare for a hearing. If service is provided by mail, the 15-day period shall begin to run on the day that the notice is deposited in the mail.
- (3) One copy of the violation report form shall be maintained in the files of the Code Hearing Division and shall be part of the record of hearing; one copy of the report form shall be returned to the inspector or officer; and one copy of the report form shall be served by personal service or first class mail on the alleged violator or the owner of the property, in the case of a code violation, along with a summons commanding the owner to appear at the hearing. For Code violations, if the name of the owner of the property cannot be ascertained or if service on the owner cannot be made by mail, service may be made on the owner by posting or nailing a copy of the violation report form on the front door of the property where the violation was found, not less than 14 days before the hearing date.

- (4) Parties shall be served with process in a manner reasonably calculated to give them actual notice, including, as appropriate, personal service of process upon a party or its employees or agents; service by mail at a party's address; or notice that is posted upon the property where a Code violation is found when the party is the owner or manager of the property.
- (5) Parties shall be given notice of the hearing which includes the type and nature of the Code violation to be adjudicated, the date and location of the hearing, the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.
- (6) Parties shall be provided with an opportunity for a hearing during which they may be represented by counsel, present witnesses, and cross examine opposing witnesses. Parties may request the Hearing Officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents.

**(f) Subpoenas.**

At any time prior to the hearing date, the Hearing Officer assigned to hear the case may, at the request of the inspector, the officer, attorney for the City, or the alleged violator or his attorney, issue subpoenas directing witnesses to appear and give testimony at the hearing.

**(g) Default.**

- (1) If on the date set for hearing the alleged violator or his attorney fails to appear, the Hearing Officer may find the alleged violator in default and shall proceed with the hearing and accept evidence relevant to the existence of a Code violation.
- (2) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a violation notice or a copy thereof, issued and signed in accordance with subsection (e) shall be prima facie evidence of the correctness of the facts specified therein.

**(h) Representation at Code Hearings and Continuances.**

- (1) The case for the City may be presented by an attorney designated by the City Manager. However, in no event shall the case for the City be presented by an employee of the Code Hearing Division. The case for a dwelling owner involving a Code violation may be presented by the owner, his attorney, or any other agent or representative as allowed by law. The case for an alleged violator involving a Code violation may be presented by the alleged violator or his attorney.
- (2) For Code violations, continuances shall only be authorized by the Hearing Officer and/or by agreement with City Legal. Lack of preparation shall not be grounds for a continuance in proceedings under this Section except in cases where good cause is shown at the hearing.

**(i) Evidence at Hearing.**

- (1) At the hearing, a Hearing Officer shall preside and shall hear testimony and accept any evidence relevant to the existence or nonexistence of a Code violation. The strict rules of evidence applicable to judicial proceedings shall not apply to hearings authorized by this Section. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (2) All testimony shall be given under oath or affirmation.

**(j) Retaliatory Action Against Occupants Prohibited.**

No action for eviction, abatement of a nuisance, forcible entry and detainer or other similar proceedings shall be threatened or instituted against an occupant of a dwelling solely because such occupant agrees to testify or testifies at a Code violation hearing.

**(k) Defenses to Code Violations.**

It shall be a defense to a Code violation charged under the Bloomington City Code if the owner, his attorney, or any other agent or representative proves to the Hearing Officer's satisfaction that:

- (1) The Code violation alleged in the notice did not in fact exist at the time of the alleged violation; or
- (2) For violations of a building code or property code, the Code violation has been removed or remedied by the alleged violator at the time of the hearing, but only if the alleged violator has not had a Code violation within the previous 24 months. The violator shall be required to provide proof of compliance.

**(l) Findings, Decision, Order of the Hearing Officer, Hearing Costs.**

- (1) At the conclusion of the hearing, the Hearing Officer shall make a determination, on the basis of the evidence presented at the hearing, whether or not a Code violation exists. The determination shall be in writing and shall be designated as the findings, decision and order. The findings, decision and order shall include the Hearing Officer's findings of fact, a decision whether or not a Code violation exists based upon the findings of fact, and an order, ordering the owner to correct the violation or dismissing the case in the event a violation is not proved. If a Code violation is proved, the order may also impose the sanctions that are provided in the Code for the violation proved. A copy of the findings, decision and order shall be served on the owner within five days after they are issued. Service shall be in the same manner as the report form and summons are served pursuant to subsection (e) of this Section. Payment of fines shall be made as directed by the City Manager and the disposition of fine money may be determined, from time to time, by separate ordinance or resolution of the City Council.

- (2) In the event that the order provided for the correction of the violation, the Hearing Officer shall establish a hearing date which would be after the date established for the correction of the violation in order to determine compliance with the order. At such time, the Hearing Officer shall hear testimony and accept any evidence relevant to the abatement of the violation in accordance with the order.
- (3) If the hearing officer determines that a Code violation exists, the Hearing Officer shall order payment to cover the costs of the hearing in the amount of \$100.00. The costs shall become an amount due and owing to the City and shall be part of the order issued against the violator.

**(m) Administrative Review Law to Apply.**

Any final decision by a Hearing Officer that a Code violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law. Any person filing for judicial review under the Administrative Review Law shall be subject to the assessment of costs for the preparation and certification of the record of proceedings before the Hearing Officer. Any failure to pay such fee shall subject the party seeking review to the provisions of 735 ILCS 5/3-109, including dismissal of the complaint on a motion by the City.

**(n) Enforcement of Judgment.**

- (1) Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the municipality and may be collected in accordance with applicable law.
- (2) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a Code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.
- (3) In any case in which a defendant has failed to comply with a judgment ordering a defendant to correct a Code violation or imposing any fine or other sanction as a result of a Code violation, any expenses incurred by a municipality to enforce the judgment, including, but not limited to, attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a Hearing Officer, shall be a debt due and owing the municipality and may be collected in accordance with applicable law. Prior to any expenses being fixed by a hearing officer pursuant to this subsection (3), the City shall provide notice to the defendant that states that the defendant shall appear at a hearing before the Hearing Officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such a hearing, which shall not be less than seven days from the date that notice

is served. If notice is served by mail, the seven day period shall begin to run on the date that the notice was deposited in the mail.

- (4) Upon being recorded in the manner required by Article XII of the Code of Civil Procedure or by the Uniform Commercial Code, a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the City under this Section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- (5) A Hearing Officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within 21 days after the issuance of the order of default, if the Hearing Officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the City did not provide proper service of process. If any judgment is set aside pursuant to this paragraph (5), the hearing officer shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the City as a result of the vacated default judgment.

**(o) Findings and Sanctions to Run with Property on Code Violations.**

The order to correct a Code violation and the sanctions imposed by the City as the result of a fine of a Code violation under this Section shall attach to the property as well as to the owner of the property, so that a finding of a Code violation against one owner cannot be avoided by conveying or transferring the property to another owner. Any subsequent transferee or owner of property takes subject to the findings, decision and order of a Hearing Officer under this Section.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective ten (10) days after the date of its publication.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 10<sup>th</sup> day of November, 2014.

APPROVED this \_\_\_\_\_ day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



City of Bloomington

# **ADMINISTRATIVE ADJUDICATION**

# What is administrative adjudication?

- ⦿ The process by which an administrative agency issues an order.
  - A City controlled system for deciding violations of the City Code
    - Property Code Violations
    - Building Code Violations
    - Behavioral Violations
- ⦿ City controls the case docket
- ⦿ City hires a hearing officer

# What are the benefits of administrative adjudication?

- ⦿ Direct control over enforcement of code violations
- ⦿ Stop sending costs to the courthouse
- ⦿ Control when and where the hearings are held

# Costs / Cases

## ⦿ What's involved?

- Hearing Officer
- Utilization of Council Chambers
- Recording Proceedings
- Docketing (Legal Department)
- Prosecutor
- Security /Police
- Collections

## ⦿ Historical Case Load

- 1,200 Circuit Court cases filed in 2013
  - Approximately 120 property code cases
  - Current court dates are twice a month on Thursday

## ⦿ Propose having administrative court every Wednesday (15 – 25 cases per Wednesday)

# Next Steps

- ⦿ Hearing Officer RFP
- ⦿ Create Forms
- ⦿ Procedural Training
- ⦿ Target Start: January 2015