

**CITY OF BLOOMINGTON  
COUNCIL MEETING AGENDA  
109 E. OLIVE  
MONDAY, JANUARY 12, 2015 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 of Laurel Schumacher, Citizens Beautification Committee.**
  - B. Introduction of John Hanson, Airport Authority Board.**

**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 #8.*

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

- A. Council Proceedings of December 8, 2014 and December 15, 2014 and Work Session minutes of December 8, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of December 8, 2014 and December 15, 2014 and Work Session minutes of December 8, 2014 be dispensed with and the minutes approved as printed.)**
- B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)**

- C. Appointment to the Citizens Beautification Committee and Airport Authority Board. (Recommend that the Appointment be approved.)**
  - a. Laurel Schumacher (Citizens Beautification Committee) and John Hanson (Airport Authority Board).**
- D. Award the Sewer & Storm Water Rate and Impact Fee Study/Analysis Request for Qualifications #2013-17 (Recommend that the Sewer and Storm Water Rate and Impact Fee Study be awarded to Raftelis Financial Consultants in the amount of \$76,970 and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- E. Waive the Formal Bid Process and Contract with Hanson Professional Services, Inc. to Provide Construction Inspection for the Evergreen Lake Bridge Superstructure Replacement Project (Recommend that the Formal Bid Process be waived, the agreement with Hanson Professional Services, Inc., Springfield, be approved, the Mayor and City Clerk be authorized to execute the necessary documents at a cost not to exceed of \$14,200 and the Resolution adopted.)**
- F. Intergovernmental Agreement with McLean County for 2015 Booking Services (Recommend that the Intergovernmental Agreement with McLean County Sheriff's Department for 2015 Booking Services be renewed, in the amount of \$25,572, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Third (3<sup>rd</sup>) Tolling Agreement with McLean County Land Trust CC-1 (Recommend that the Third (3<sup>rd</sup>) Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- H. Agreement with New World Systems for Standard Software Maintenance (Recommend that the three (3) year Agreement with New World Systems for a Standard Software Maintenance Agreement in the amount of \$318,615 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Agreement with T2 Systems Inc., to provide online hosting services for the T2 Flex Parking Management System (Recommend that the Agreement be approved with T2 Systems Inc. and that the Procurement Manager be authorized to issue a purchase order in the amount of \$18,475.**

- J. Application of OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on February 20, 2015 (Recommend that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fundraiser to be held on February 20, 2015 from 6:00 to 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St., contingent upon compliance with all applicable health and safety codes.)**
- K. Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 28, 2015 (Recommend that the Ordinance be passed.)**
- L. Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on February 14, 2015 (Recommend that the Ordinance be passed.)**
- M. Lake Bloomington Lease Transfer Petition for Lot 1, Camp Eagle Pointe, from James W. McCriskin and Nancy J. McCriskin to Nancy Jean McCriskin (Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- N. Petition from Hawthorne Commercial Park, LLC, Requesting Approval of a Final Plat for the Twelfth (12<sup>th</sup>) Addition to Hawthorne Commercial Subdivision (Recommend that the Final Plat be approved and the Ordinance approved subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.)**
- O. Petition from Hawthorne Commercial Park, LLC, Requesting Approval of a Final Plat for the Third (3<sup>rd</sup>) Addition to Sapphire Lake Subdivision (Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.)**
- P. Dedication for the Kickapoo Creek Restoration Area, future Grove Park and Drainage Outlots 359 & 360 commonly located north of Ireland Grove Rd. and west of Township Rd. 2100 East (Recommend that the dedications be accepted, in furtherance of and contingent on Eastlake LLC's continued compliance with all City agreements, and the City Clerk authorized to complete and record the Deeds.)**
- Q. Petition submitted by Marti Rave, requesting Annexation and Rezoning for the property generally located east of Veteran's Pkwy, north of Hamilton Rd. and west of Greenwood Ave. (Recommend that the Petition be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

## **8. "Regular Agenda"**

- A. Discussion of Citizen's Summit to be held on January 20, 2015 from 6:00p.m. 0to 8:30p.m. at the Bloomington Center of Performing Arts. *30 minutes: Presentation and Discussion***

- 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: January 12, 2015

SUBJECT: Council Proceedings of December 8, 2014 and December 15, 2014

**RECOMMENDATION/MOTION:** Recommend that the reading of the minutes of the previous Council Proceedings of December 8, 2014 and December 15, 2014 and Work Session minutes of December 8, 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 December 8, 2014 and December 15, 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 December 8, 2014  
Attachment 2. Draft Council Proceedings for December 15, 2014

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Motion: That the reading of the minutes of the previous Council Proceedings of December 8, 2014 and December 15, 2014 and Work Session minutes of December 8, 2014 be dispensed with and the minutes approved as printed.

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

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 8, 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 Corporate Counsel Jeff Jurgens were also present.

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

Rick Phillippe, #4 Tyne Ct., Unit #2, addressed the Council. He had visited a local antique store and presented the Council with photographs of the bridges on Main and Center St., (US 51 North and South). In his opinion, the concrete was failing and the bridges were in dangerous condition.

Alton Franklin, 508 Patterson Dr., addressed the Council. He believed that the \$750,000 legislative grant was gone. Further conversation regarding same was a waste of time. The Council had more important things to do. He was interested in the Council's maturation. The Council needed to make positive, constructive decisions. He believed that David Hales, City Manager, had enough power. The goal of the proposed Procurement Ordinance was efficiency. The Council's responsibility was to serve the City.

Diane Benjamin, 27248 E 1100 N. Rd., Ellsworth, addressed the Council. She thanked City staff for removing the ammunition purchase from the meeting agenda. She explained from her perspective why this item had been removed.

She had filed a lawsuit against the City regarding FOIA, (Freedom of Information Act), requests. Court was scheduled on December 23, 2014. She had received some records. An offer was made to settle. She cited a FOIA request filed in October 2014. She had no response from the City regarding same.

She addressed the trial balance which listed loan to employee in the amount of \$10,000. This was an illegal and criminal offense. She had filed a second request for

Central Illinois Arena Management's (CIAM), payroll which was close to \$1 million. She had also requested concession sale information from the Jason Aldean concerts. She believed that machines had been purchased to track concession sales. No one was looking at this information. There was no press coverage in Bloomington Normal. She was informing the citizens and encouraged the Council to follow the law.

Jason Schmidgall, 92.2 Radio, 108 Boeykens, Normal, addressed the Council. The people were broke and the Council raised a variety of taxes. The \$750,000 legislative grant should be returned to the taxpayers.

**The following was presented:**

Introduction & Oath – Nicole Albertson, Human Resources Director.

David Hales, City Manager, addressed the Council. He introduced Nicole Albertson, Human Resources Director. Ms. Albertson came to the City from Heritage Enterprises. He reviewed her work history. She also was an adjunct professor at Lincoln Community College. She was an Illinois State University graduate and well known in the community. He welcomed Ms. Albertson to the City.

**Tracey Covert, City Clerk, performed the Oath.**

**The following was presented:**

SUBJECT: Council Proceedings of November 24, 2014, 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 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, 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:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Hauman that the reading of the minutes of the previous Council Proceedings of November 24, 2014 and Retreat Minutes of November 7 and 8, 2014 and Public Hearing Minutes of November 24, 2014 be dispensed with and the minutes approved as printed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, 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 December 4, 2014.

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

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Hauman 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: Request for Proposal (RFP) for the Replacement Cisco Wireless Controllers (RFP #2015 - 38)

**RECOMMENDATION/MOTION:** Recommend that the RFP for two (2) replacement Cisco 5508 Wireless Controllers 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.

**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, 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 100 access points initially, with the ability to add licensing to manage up to 500. The new controllers are also compatible with all existing access points.

<b>Company</b>	<b>Location</b>	<b>Proposal Amount</b>
Sentinel Technologies, Inc.	Springfield, IL	\$51,739.05

Sentinel Technologies provides the current maintenance contract for the network and Voice over IP (VoIP) infrastructures. The proposal is within the FY 2015 \$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, Director of Information Services

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

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

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

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Hauman that the RFP for two (2) replacement Cisco 5508 Wireless Controllers 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.**

**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 Six (6) Police Pursuit Vehicles Utilizing State of Illinois Joint Purchasing Contract

**RECOMMENDATION/MOTION:** Recommend that the purchase six (6) Police Interceptor Utility vehicles utilizing State of Illinois Joint Purchasing Contract #4017160, from Morrow Brothers Ford, Greenfield, IL be approved, in the amount of \$180,840, 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 (FY) 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 Utilities. 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 sold at public auction.

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

**FINANCIAL IMPACT:** The FY 2015 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 Kronen, 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

**Motion by Alderman Painter, seconded by Alderman Hauman that purchase six (6) Police Interceptor Utility vehicles utilizing State of Illinois Joint Purchasing Contract #4017160, from Morrow Brothers Ford, Greenfield, IL be approved, in the amount of \$180,840, and the Procurement Manager be authorized to issue a Purchase Order for same.**

**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: 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 1997. 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

**RESOLUTION NO. 2014 – 63**

**A RESOLUTION TO AMEND THE FIRE MUTUAL AID BOX ALARM SYSTEM  
(MABAS) AGREEMENT**

WHEREAS, all parties have been participating in the Mutual Air 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, the first Addendum to the existing MABAS contract has been drafted to incorporate changes since 1997; 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 “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 interest 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 has determined that continued 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 follow:

That the Mayor and City Clerk be and are hereby authorized to execute an Amended Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Amended Agreement being attached hereto and being made a part thereof.

ADOPTED this 8<sup>th</sup> day of December, 2014.

APPROVED this 9<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Painter, seconded by Alderman Hauman that the amended agreement be approved, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Waiver of Bid #2015 - 37 for Topsoil Processing Machine

**RECOMMENDATION/MOTION:** Recommend that the City waive the formal bid process for Topsoil Processing Machine, City staff be granted authority to purchase the Royer 264 Topsoil Processing Machine from Royer Industries, in the amount of \$55,890, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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



**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of service and 1b. City services delivered in most cost-effective, efficient manner.

**BACKGROUND:** Bids were taken with a due date of October 9, 2014 and rebid with a due date of November 19, 2014. No proposals were received.

The Park Maintenance Division uses over 3,000 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 Subdivision and Mitsubishi Rd. 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	Smyrna, GA
Royer Industries	OshKosh, WI
Argus Industrial	Pontiac, MI
Prime Vendor Inc.	Wilmington, NC
Finkbinder Equipment Co.	Burr Ridge, IL

**FINANCIAL IMPACT:** The FY 2015 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, Asst. Superintendent of Parks

Reviewed by: Robert Moews, Superintendent of Parks

Reviewed by: Bobbie Herakovich, Interim Director of Parks, Rec. & Cultural Arts

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

**RESOLUTION NO. 2014 - 64**

**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 9<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Painter, seconded by Alderman Hauman that the formal bid process be waived for Topsoil Processing Machine, staff be granted authority to purchase the Royer 264 Topsoil Processing Machine from Royer Industries, in the amount of \$55,890, the Procurement Manager be authorized to issue a Purchase Order for the same, 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:** 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

**Motion by Alderman Painter, seconded by Alderman Hauman 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.**

**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: 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.

January 12 and 26, 2015	July 13, and 27, 2015
February 9 and 23, 2015	August 10 and 24, 2015
March 9 and 23, 2015	September 14 and 28, 2015
April 13 and 27, 2015	October 12 and 26, 2015
May 11 and 26 ( <i>Tuesday</i> ), 2015	November 9 and 23, 2015
June 8 and 22, 2015	December 14 and 21 ( <i>Third Monday</i> ), 2015

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.

January 20 ( <i>Tuesday</i> ), 2015	July 20, 2015
February 16, 2015	August 17, 2015
March 16, 2015	September 21, 2015
April 20, 2015	October 19, 2015
May 18, 2015	November 16, 2015
June 15, 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:

David A. Hales  
City Manager

**Alderman Black expressed his interest in a joint meeting with McLean County and Town of Normal to address regional issues, (i.e. solid waste, water, MetCom, etc.).**

**Motion by Alderman Black, seconded by Alderman Schmidt that the Council Meeting dates be approved with the exception that the second meeting in December be held on December 21, 2015.**

**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 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

**Alderman Stearns had received a number of telephone calls regarding this item. She cited the Downtown hire back program. She questioned the cost of this program.**

**David Hales, City Manager, addressed the Council. He was not aware of any changes to this program.**

**Mayor Renner cited the reduced the number of liquor violations in the Downtown.**

**Alderman Stearns acknowledged that there had been some positive changes in the Downtown. She cited the cost of the Downtown hire back program and questioned who bore the cost of same. She noted consideration of an increase to liquor license fees and a potential video gaming terminal fee. There was a financial and time drain. These costs should be shifted to the businesses. This item represented another liquor license in the Downtown. She cited the loss of Downtown businesses, (i.e. Lancaster's located at 513 N. Main St. and the Chocolatier located at 514 N. Main St.). This item represented a burden. It appeared that the new owners were responsible individuals. This was an expansion of Downtown liquor licenses. There had been no real change to the Downtown. She would not support this item. She was concerned about cost/image/safety in the Downtown.**

**Mayor Renner clarified that at the liquor hearing no one spoke in opposition to this application. There has been a decrease in the number of Downtown liquor licenses. This**

business would tie into the Rt. 66 theme. The applicants were Downtown residents and had experience in the liquor business. The building was currently vacant.

Alderman Schmidt expressed her appreciation to Alderman Stearns for her comments. She did not believe that the work of the Downtown Entertainment Task Force, (DETF), had been completed. She cited investment in the Downtown. This application did not represent an additional license. The owners viewed the Downtown as their backyard. The manager had experience in the liquor business. The building would be turned into a pub. It would be an improvement to the Downtown. She cited the efforts of the Liquor Commission to address Downtown issues. She was comfortable with this application.

David Hales, City Manager, addressed the Council. He noted the work of the DETF. City staff would prepare a report regarding the work completed and outstanding issues. This would form the base for further discussions.

Motion by Alderman Schmidt, seconded by Alderman Painter 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.

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

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

Nays: Alderman Stearns.

Motion carried.

The following was presented:

SUBJECT: Petition Submitted by Jeffrey and Janice Pfleeger Requesting Approval of Rezoning from R - 1C, Single Family Residence District to M - 1, Restricted Manufacturing District for 713 E. Lincoln St.

**RECOMMENDATION/MOTION:** Recommend 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 E. Lincoln St. just west of the intersection of Lincoln and Clinton St. 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 the request was an extension of the zoning from the west and southwest. There are several existing businesses 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 sixty-nine (69) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The City may realize a slight increase in property taxes 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

**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 - 110**

**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 9<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
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.

**Alderman Sage recuse himself from this item and left the dais.**

**Alderman Lower noted that this item addressed parking issues. These issues occurred not during regular business hours. The Petition would help to alleviate this issue.**

**Motion by Alderman Painter, seconded by Alderman Mwilambwe that the Rezoning be approved and the Ordinance passed.**

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

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

**Nays: None.**

**Motion carried.**

**Alderman Sage returned to the dais.**

**The following was presented:**

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, were 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

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

Recommended by:

David A. Hales  
City Manager

**ORDINANCE NO. 2014 - 111**

**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:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**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.

**County of Ford**

**County of McLean**

By: \_\_\_\_\_  
County Board Chairman

By: \_\_\_\_\_  
County Board Chairman



ATTEST:

By: \_\_\_\_\_  
County Clerk

**City of Bloomington**

By: Tari Renner  
Mayor

ATTEST:

By: Tracey Covert  
City Clerk

**Town of Normal**

By: Chris Koos  
Mayor

ATTEST:

By: Wendellyn Briggs  
Town Clerk

**Mayor Renner introduced this item.**

**David Hales, City Manager, addressed the Council. He noted the work of the Town of Normal, McLean County, City and Economic Development Council (EDC) staff. It was wise and prudent to apply for an Enterprise Zone, (EZ). The application deadline was December 31, 2014. This item was a good representation of collaboration. He noted the economic incentives.**

**Austin Grammer, Economic Development Coordinator, addressed the Council. He cited the various incentives available. Many were from the State of IL. The number of Enterprise Zones would be limited to ninety-seven (97). He cited competitiveness issues. He cited cost savings to businesses either to locate or expand. He restated that the application deadline was December 31, 2014. He recognized the efforts of the EDC staff. He cited the collaboration with Mark Peterson, City Manager and Brian Day, Corporation Counsel for the Town of Normal.**

ATTEST:

By: \_\_\_\_\_  
County Clerk

**City of Gibson City**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**Alderman Lower commented on both sides of the issue. EZ would not be needed if the state was on firmer ground. He had spoken with Governor-Elect Bruce Rauner.**

**Motion by Alderman Black, seconded by Alderman Schmidt that the Intergovernmental Agreement be approved, the Ordinance passed, 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: 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 held 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 have 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 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 the Corporation Counsel Office and all accounts will be setup in this department. Corporation Counsel will issue an RFQ, (Request for Qualifications), 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 thirty percent (30%) of the fines. Bad debt is estimated at ten percent (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

**ORDINANCE 2014 - 112**

**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 8<sup>th</sup> day of December, 2014.

APPROVED this 9<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Mayor Renner introduced this item.**

**Alderman Stearns had heard constituents' concerns. Administrative adjudication would be weighed in favor of the City. The adjudicator would be paid by the City. The process would be streamlined. There also was an appeal process. If a citizen was unhappy, he/she could appeal to the circuit court. She cited requests for monetary judgments. Adjudicators needed to be fair and reach balanced decisions. There would be time given to consider the facts. The City would have a process.**

**Jeff Jurgens, Corporation Counsel, addressed the Council. He informed them that a new law would take effect in January 2015. It addressed single/multiple family dwellings. The City would have an accurate record of all hearings. The courts would review same to determine if an adjudicator had acted in an arbitrary and/or capricious manner. Adjudicators needed to be fair.**

**Alderman Painter cited her support for this item. Administrative adjudication was a good idea. It would unclog the courts and provide quicker turnaround. She noted her comments made at the November 24, 2014 Public Hearing. There would be due process. An individual had the ability to appeal to the courts. Fines were capped. There would be increased code enforcement.**

**Alderman Black questioned the target start date: January 2015. Mr. Jurgens anticipated a February 2015 start date. Hearings would be held at City Hall in the Council Chambers. The City's recording equipment would be used.**

**Alderman Black questioned posting the hearings on line. Mr. Jurgens informed the Council not at this time. He cited privacy issues.**

**Alderman Black requested that City staff report back to the Council after six (6) months of hearings. This report could be made at a Committee of the Whole Meeting. He requested that City staff take before and after photographs. He believed that administrative adjudication would have a positive impact upon neighborhoods.**

**Alderman Lower was cautiously optimistic. He cited the current backlog. Adjudicators were not elected. The fines were too high. He cited demolition/foreclosure and requested that this type of case be move to the circuit court. The City would hire the adjudicators.**

**Mr. Jurgens restated that an individual had the ability to file in circuit court. The proposed ordinance tracked the statutory language of the state.**

**Alderman Stearns cited the appeal option. The language as structured did not include foreclosure.**

**Mr. Jurgens recommended moving forward with the proposed ordinance. It could be amended at a future time.**

**Alderman Lower recommended that two (2) amendments be made: one would address the \$50,000 fine and the other would address foreclosures. He restated that the adjudicator would be hired by the City.**

**Mr. Jurgens stated that \$50,000 was the statutory limit. The Council would have to make a decision regarding foreclosures.**

**Motion by Alderman Lower, seconded by Alderman Stearns to make the following amendment to the Text Amendment to Chapter 1 regarding administrative adjudication: 1.) the maximum fine amount be reduced to \$10,000 and 2.) foreclosures be removed from administrative adjudication.**

**Ayes: Aldermen Lower and Stearns.**

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

**Motion failed.**

**Alderman Fruin recommended that this program be evaluated after six (6) months.**

**Motion by Alderman Painter, seconded by Alderman Black that the Text Amendment to Chapter 1 of the City Code Relating to Ordinance Enforcement through Administrative Adjudication be approved 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:**

**Acceptance of \$750,000 Legislative Appropriation.**

**Mayor Renner introduced this item. The \$750,000 legislative grant dated back to 2009. These funds were meant for City parks/trails. He had received conflicting reports. The key question was what the City's priorities were. The Council's decision would be sent**

to Springfield, (Department of Commerce and Economic Opportunity), and Senator Brady's advisory committee.

David Hales, City Manager, addressed the Council. Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts, had developed other options for the Council. One option addressed Constitution Trail and requesting \$450,000 for Sunnyside Park. Another option addressed Constitution Trail and requesting \$450,000 for Miller Park infrastructure. He also welcomed the Council's ideas.

Alderman Lower recommended that the City reach out to Senator Brady.

Mayor Renner stated that the Council would complete its due diligence and send the information to Senator Brady's advisory committee. The City would continue to move forward.

Alderman Lower believed that a decision this evening could be rescinded at a future meeting. These dollars could be spent on other priorities.

Alderman Sage supported options that were drawn from the Parks Master Plan which addressed underserved areas. He noted that Westwood and Wittenberg Parks had no opportunity to participate.

Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts, addressed the Council. She cited the costs for each of these parks. There was a priority list of projects which had been included in the FY 2016, 2017 and 2018 budgets.

Mr. Hales added that time was needed for plans and design. City staff focused on the care of existing parks.

Alderman Sage provided his feedback. He expressed his support for Miller Park infrastructure over golf cart paths at Prairie Vista. He also supported Constitution Trail maintenance and Sunnyside Park improvements.

Alderman Black expressed his frustration. He added his hope that Senator Brady would listen to the Council.

Alderman Fruin expressed his support for City staff's recommendation. He added his belief that a single project would have more impact. He questioned if the state would accept the Council's actions. He suggested one project such as Mille Park. He noted that City budget discussions were just around the corner.

Alderman Stearns believed that the Council was voting on a wish list. City staff had identified priorities. The fact was that taxpayer dollars would be spent. Senator Brady was aware of the Council's actions. She recommended that the City meet with Senator Brady and include him in the process. The Council had rejected his proposal.

**Motion by Alderman Sage, seconded by Alderman Black that the approval of: 1.) approximately \$300,000 be allocated to the resurfacing and/or expansion of Constitution Trail; 2.) approximately \$250,000 be allocated toward Miller Park infrastructure; and 3.) approximately \$200,000 be allocated toward Sunnyside Park renovation through which a community build initiative be undertaken where stakeholders and neighbors are involved in the renovation, authorize the City Manager to submit same to Department of Commerce and Economic Opportunity (DCEO) and Senator Bill Brady's advisory committee.**

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

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

**Nays: None.**

**Present: Alderman Stearns.**

**Motion carried.**

**CITY MANAGER'S DISCUSSION: None.**

**MAYOR'S DISCUSSION: Mayor Renner thanked Alderman Schmidt for attending the Holiday Tree Lighting Ceremony on Friday, December 5, 2014 at Withers Park. He was out of town accepting an award that recognized the City's Pension Funding Policy.**

**Alderman Schmidt recognized the Park, Recreation & Cultural Arts Department staff for the Holiday Tree Lighting Ceremony.**

**Mayor Renner also thanked Alderman Black for his participation in the Pantagraph's Holiday Spectacular which was held at the Bloomington Center for the Performing Arts on December 5 – 7, 2014..**

**Mayor Renner informed the Council that a Not In Our Town event would be held tomorrow, (December 9, 2014), at the YWCA located at 1201 N. Hershey Rd. at 2:00 p.m. The City had proactive law enforcement. Training would be expanded and the Police Department would become connected to the neighborhoods.**

**ALDERMEN'S DISCUSSION: Alderman Stearns expressed her appreciation for the Holiday Tree Lighting Ceremony. This revived a childhood memory. She welcomed other symbols of the holiday season, (i.e. menorah as a symbol of Hanukkah).**

**Motion by Alderman Schmidt, seconded by Alderman Hauman, that the meeting be adjourned. Time: 8:06 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**



**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, December 15, 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 Corporate Counsel Jeff Jurgens were also present.

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

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He had reviewed the six (6) month financial report handouts. He noted that revenues were down but expenses were up. His social security payments would only increase by 1.25%. He also received a Caterpillar pension which had not seen an increase in fifteen (15) years. He believed that there would be issues with the upcoming budget. He encouraged the Council to remember those on fixed incomes. He cited a recent email. He also addressed the Debrazza Monkey Exhibit at the Miller Park Zoo. A state grant would fund this exhibit.

Diane Benjamin, 27248 E 1100 N Rd., Ellsworth, addressed the Council. She addressed accurate comments. She had received paperwork this day. There was a court date scheduled, December 23, 2014. She questioned the loan to a City employee. She encouraged those present to visit her website. She had received a denial regarding her FOIA, (Freedom of Information Act), request for US Cellular Coliseum records. She believed that Jeff Jurgens, Corporation Counsel, was working on same. She read an email from Alderman Painter to Nora Durkowitz, Communication Manager, which she had received in response to a FOIA request. She believed that laws mattered.

Alton Franklin, 508 Patterson Dr., addressed the Council. He believed that he had addressed issues in a mature way. He cited a recent Pantagraph editorial. He would not apologize for his comments. Personal attacks would not work. Citizens should not be mocked. He did not like the Council's behavior. Issues needed to be addressed. He noted his attendance at Council meetings over the past four (4) years. He had been the subject of an attack.

**Josh Schmidgall, 2212 Beacon Ct., addressed the Council. He was a concerned citizen. He was employed by 92.9 radio. He expressed his opinion that refuse fees were too high. He cited government waste. The Council's actions would not be tolerated as citizens were tired.**

**John Brant, 2004 Trotter Ln., addressed the Council. He complimented the Council. He noted that no two (2) individuals thought alike. Differing viewpoints have enhanced the City. He hoped that Public Comment would be positive and polite in 2015. Individuals should volunteer to assist the City. The City was a \$100 million business. The Council had done a wonderful job. At times, there needed to be an agreement to disagree. In the end, the final vote benefited the citizens. He enjoyed attending the Council meetings. The citizens were better off due to the Council's efforts. He recommended that in 2015 criticism should be left at home.**

**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 December 11, 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: Waive Formal Bid Process and Authorize the Purchase of GE LED Pedestrian Countdown Traffic Signals**

**RECOMMENDATION/MOTION:** Recommend that the formal bid process be waived, the purchase of GE LED pedestrian countdown traffic signals from Traffic Control Corporation be approved, in an amount up to \$20,000, the Procurement Manager be authorized to issue a Purchase Order for the same, and the Resolution adopted.

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

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

**BACKGROUND:** In recent years the City has been installing LED pedestrian countdown traffic signals, with a focus on the Downtown area. The utilization of the pedestrian countdown heads improves the understanding of intersection operations for pedestrians utilizing intersection crosswalks. This increase in understanding improves safety and operations of the intersection. Staff desires to continue the upgrade of existing intersections to include the use of pedestrian countdown traffic signals.

Intersections where these countdown heads will be installed include – Oakland Ave./Regency Dr., Oakland Ave./Four Seasons Rd., Oakland Ave./Hannah St., Oakland Ave./Bunn St., Madison St./Front St., Madison St./Washington St., Madison St./Jefferson St., Oakland Ave./Center St., Oakland Ave./Main St., Clearwater Dr./Airport Rd., Locust St./Bloomington Junior High School, Empire St./Main St., Empire St./Center St., Clinton St./Grove St., Clinton St./Washington St., and Airport Rd./General Electric Rd. Extra stock components will also be ordered to install at additional intersections in the future.

Two (2) manufacturers, GE and Dialight, produced these specific traffic signal components that are compatible with the City's existing traffic signal system. Quotations from both Traffic Control Corporation for GE components and from Brown Traffic Products, Inc. for Dialight components were obtained.

Traffic Control Corporation is the sole source distributor for GE components in the region while Brown Traffic Products, Inc. is the sole source distributor of Dialight components in the region. City staff evaluated the two (2) quotations and determined that the GE components from Traffic Control Corporation were lower in cost. The purchase of the pedestrian countdown traffic signals would be through Traffic Control Corporation. It is anticipated that City staff will perform the labor associated with these replacements.

In accordance with the City/IDOT, (IL Department of Transportation), traffic signal maintenance agreement, IDOT will reimburse the City for a portion of the components and labor associated with the replacements and upgrades outlined within this memorandum. The reimbursement percentage varies by intersection and will be invoiced to IDOT by City staff upon completion of the work.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** IDOT.

**FINANCIAL IMPACT:** The traffic control components are located in the FY 2015 Budget in Engineering Administration – Contracted Traffic Signals account (10016210 - 70662). Stakeholders can locate this in the FY 2015 Adopted Budget Book titled “Budget Overview & General Fund” on page 357.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works  
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**RESOLUTION NO. 2014 - 65**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF GE LED PEDESTRIAN COUNTDOWN  
TRAFFIC SIGNALS FOR THE PUBLIC WORKS DEPARTMENT FROM TRAFFIC  
CONTROL CORPORATION AT A PURCHASE PRICE UP TO \$20,000**

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 GE LED Pedestrian Countdown Traffic Signals at a Purchase Price of up to \$20,000.

ADOPTED this 15<sup>th</sup> day of December, 2014.

APPROVED this 16<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Painter that the formal bid process be waived, the purchase of GE LED pedestrian countdown traffic signals from Traffic Control Corporation be approved, in an amount up to \$20,000, the Procurement Manager be authorized to issue a Purchase Order 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: Waive Formal Bid Process and Authorize the Purchase of GE LED Traffic Signals

**RECOMMENDATION/MOTION:** Recommend that the formal bid process be waived, the purchase of GE LED traffic signal red, yellow and green balls and arrows from Traffic Control Corporation be approved, in an amount up to \$10,000, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

**BACKGROUND:** Existing traffic signal red, yellow and green balls and arrows are failing at multiple intersections within the City. The purchase of these balls and arrows will allow the failing indicators to be replaced at the following intersections – Lincoln Ave./Hershey Rd., Oakland Ave./Hershey Rd., Hamilton Rd./Merna Ln., Hamilton Rd./Morrissey Dr., Hamilton Rd./Mercer Ave., Four Seasons Rd./Oakland Ave., Oakland Ave./Regency Dr., and Oakland Ave./Bunn St. Extra stock components will also be ordered to replace future failing indicators.

Two (2) manufacturers, GE and Dialight, produce these specific traffic signal components that are compatible with the City’s existing traffic signal system. Quotations from both Traffic Control Corporation for GE components and from Brown Traffic Products, Inc. for Dialight components were obtained.

Traffic Control Corporation is the sole source distributor for GE components in the region while Brown Traffic Products, Inc. is the sole source distributor of Dialight components in the region. City staff evaluated the two (2) quotations and determined that the GE components from Traffic Control Corporation were lower in cost. The purchase of the traffic signal red, yellow and green balls and arrows would be through Traffic Control Corporation. It is anticipated that City staff will perform the labor associated with these replacements.

In accordance with the City/Illinois Department of Transportation (IDOT), traffic signal maintenance agreement, IDOT will reimburse the City for a portion of the components and labor associated with the replacements and upgrades outlined within this memorandum. The reimbursement percentage varies by intersection and will be invoiced to IDOT by City staff upon completion of the work.

One (1) issue that occurs with LED traffic signals is the occasional build-up of snow during certain weather patterns. LED traffic signals do not generate enough heat to prevent build-up of snow when the snow is wet and the wind is strong. This is an issue seen across the Midwest. The City tried a pilot program last year to use a shield for these types of situations. It did not

perform well. This year the City is coordinating with the Illinois State University's Physics Department to see if there are any other alternate solutions for this problem moving forward.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT.**

**FINANCIAL IMPACT:** The traffic control components are located in the FY 2015 Budget in Engineering Administration – Contracted Traffic Signals account (10016210 - 70662). Stakeholders can locate this in the FY 2015 Adopted Budget Book titled “Budget Overview & General Fund” on page 357.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works  
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**RESOLUTION NO. 2014 - 66**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF GE LED TRAFFIC SIGNALS FOR THE  
PUBLIC WORKS DEPARTMENT FROM TRAFFIC CONTROL CORPORATION AT  
A PURCHASE PRICE UP TO \$10,000**

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 GE LED Traffic Signals at a Purchase Price of up to \$10,000.

ADOPTED this 15<sup>th</sup> day of December, 2014.

APPROVED this 16<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Painter that the formal bid process be waived, the purchase of GE LED traffic signal red, yellow and green balls and arrows from Traffic Control Corporation be approved, in an amount up to \$10,000, the Procurement Manager be authorized to issue a Purchase Order, 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:** Waive Formal Bid Process and Authorize the Purchase of Iteris Traffic Signal Components

**RECOMMENDATION/MOTION:** Recommend that the formal bid process be waived, the purchase of twenty-eight (28) Iteris video detection cameras, seven (7) Iteris VRACKTS2 position rack systems, and seven (7) Iteris Edgeconnect communication modules from Brown Traffic Products, Inc. be approved, in the amount of \$103,740, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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



**BACKGROUND:** All of the traffic signal components discussed in this council memorandum are replacing existing components. The signal components are at the end of their useful life and need to be replaced as part of a standard maintenance program.

Existing video detection systems at several intersections within the City are starting to fail. This equipment is past its expected useful life. These video detection system failures are reducing traffic operational efficiencies at the intersections of Veterans Pkwy./College Ave., College Ave./Susan Dr., Veterans Pkwy./General Electric Rd., IAA Dr./Vernon Ave., Veterans Pkwy./Clearwater Ave., and Washington St./St Joseph Dr. The video detection systems at these locations, as well as provide one (1) future installation, will be replaced with the Iteris video detection cameras, position rack systems and communication modules.

Installation of Iteris video detection cameras, position rack systems and communication modules from Brown Traffic Products, Inc. will remedy the issues. Iteris video detection systems match existing components within the City’s traffic detection network and are preferred by the Illinois Department of Transportation, (IDOT). Utilizing standard components allows standardization of the system, interchangeability of components, and compatibility with IDOT.

Brown Traffic Products, Inc. is the sole source distributor of Iteris video detection components in the region. It is anticipated that City staff will perform the labor associated with these replacements.

In accordance with the City/IDOT traffic signal maintenance agreement, IDOT will reimburse the City for a portion of the components and labor associated with the replacements and upgrades outlined within this memorandum. The reimbursement percentage varies by intersection and will be invoiced to IDOT by City staff upon completion of the work.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** IDOT.

**FINANCIAL IMPACT:** The traffic control components are appropriated in the FY 2015 Budget in Engineering Administration – Contracted Traffic Signals account (10016210 - 70662). Stakeholders can locate this in the FY 2015 Adopted Budget Book titled “Budget Overview & General Fund” on page 357.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE , City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works  
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**RESOLUTION NO. 2014 - 67**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF ITERIS VIDEO DETECTION COMPONENTS  
FOR THE PUBLIC WORKS DEPARTMENT FROM BROWN TRAFFIC PRODUCTS,  
INC. AT A PURCHASE PRICE OF \$103,740**

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

1. That the bidding process be waived and the Procurement Manger be authorized to Purchase Iteris Video Detection Components at a Purchase Price of \$103,740.

ADOPTED this 15<sup>th</sup> day of December, 2014.

APPROVED this 16<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Schmidt, seconded by Alderman Painter that the formal bid process be waived, the purchase of twenty-eight (28) Iteris video detection cameras, seven (7) Iteris VRACKTS2 position rack systems, and sever (7) Iteris Edgeconnect communication modules from Brown Traffic Products, Inc. be approved, in the amount of \$103,740, the Procurement Manager be authorized to issue a Purchase Order, 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 for Upgrade HVAC Controls at Headquarters Fire Station, (RFP #2015 - 48)

**RECOMMENDATION/MOTION:** Recommend that the RFP for Upgrade HVAC Controls at Headquarters Fire Station be awarded to Comtech Holdings, Inc., Mackinaw, IL, in the amount of \$30,660, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

**BACKGROUND:** The City issued a RFP for the purpose of upgrading the existing, original HVAC controls at the Headquarters Fire Station. This station is staffed daily by nine (9) Firefighters who work twenty-four (24) hour shifts as well as housing the administrative staff on the lower level. Due to the age of the original HVAC controls, (1973), and the changed floor plan it has become extremely difficult to maintain a comfortable working environment. Depending on the season; the lower level is cold while the upper level is very warm or vice-versa. By replacing the existing controls and balancing the system the Fire Department will be able to improve the conditions for fire suppression/EMS, (Emergency Medical Services), and administrative personnel.

On the deadline of November 26, 2014, at 11:00 AM, the City had received three (3) proposals:

<b>Company</b>	<b>City</b>	<b>Price</b>
Comtech Holdings, Inc.	Mackinaw, IL	\$30,660
Johnson Controls	East Peoria, IL	\$42,893
Mid Illinois Mechanical	Bloomington, IL	\$73,000

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The RFP was advertised in The Pantagraph on November 4, 2014. A list of plan holders was provided to the Council.

**FINANCIAL IMPACT:** The Fire Department budgeted funds for this project in the FY 2015 Fire – Other Miscellaneous Expense account (10015210 - 79990). 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: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Schmidt, seconded by Alderman Painter that the RFP for Upgrade HVAC Controls at Headquarters Fire Station be awarded to Comtech Holdings, Inc., Mackinaw, IL, in the amount of \$30,660, 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:** Amendment to Lease with Connect Transit of Storage Facility commonly Known as the Bus Barn

**RECOMMENDATION/MOTION:** Recommend that the modified agreement with Connect Transit for lease of storage facility, 104 - 106 E. Oakland Ave., for \$62,178.50 per year, (\$5,226.54 per month), be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On July 28, 2014, the Council approved a three (3) year lease with Connect Transit for use of its former bus depot at 104 - 106 E. Oakland Ave. The lease for the Bus Barn, as it is known, gave the City the option to discontinue the lease after providing six (6) months' notice. It included no opt-out clause to Connect.

Public Works began using the facility in fall 2012. Connect generously allowed its use at no cost while it tried to sell the property. The arrangement was temporary. In 2014, Connect, still unable to sell the property, cited its fiduciary duty to capture potential revenue from the site and offered it for lease to the City, which was not interested in its purchase.

The Bus Barn provides vital storage for Public Works. The facility provides an essential staging area for weather sheltered snow removal equipment in preparation for snow/ice events, and it provides needed storage for recycling and garbage carts. For snow response, the Bus Barn allows Public Works to pre-load dump trucks with salt so that the equipment can be readily dispatched to the streets, rather than enduring delays while the trucks are loaded single file at the salt dome. The Council and staff agreed that Public Works should look for medium term and long-term alternatives to the Bus Barn and Public Works staff in undertaking that task.

Recently, Connect Transit informed the City that it must modify the lease agreement. Due to the fact that it receives federal funds, Connect must obtain concurrence from the Federal Transit Administration (FTA). FTA insists that, under the lease, Connect Transit be able to sell the property and turn over the property to a new owner within ninety (90) days. Connect and the City's legal staff agreed that failure to include an opt-out clause for the owner, (Connect), was an oversight, especially given the City was granted an opt-out clause in the original lease. Legal staffs from the City and Connect have reviewed the modified agreement and both believe the new section in the agreement, Section 15. Termination is fair and reasonable. Staff, therefore, recommends approval of the modified agreement.

To staff's knowledge, no sale of the Bus Barn is imminent. However, if a sale were to commence immediately, the City would still have use of the facility through the heavy snow months.

In addition, there has been no work done on the roof of the Bus Barn and no work is anticipated in the near future since this facility is used for equipment storage and not office usage.

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

**FINANCIAL IMPACT:** The lease is funded through the General Fund budget expenditures in Public Works Administration - Lease (10016110 - 70425). A budget amendment was approved by the Council on July 28, 2014 to appropriate funds for this expenditure in FY 2015. This expense is also included in the FY 2016 Proposed Budget.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, P.E. CFM, Director of Public Works  
Steven Rasmussen, 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

### **CONNECT TRANSIT COMMERCIAL LEASE AGREEMENT**

This Lease Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Connect Transit, (“Landlord”) and City of Bloomington. (“Tenant”).

Upon the terms and subject to the conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord, the real property described in attached Exhibit “A”, which Exhibit “A” is incorporated herein by this reference, together with all improvements now hereafter located thereon and all appurtenances and privileges related thereto, all of which area is hereinafter referred to as the “Premises.”

**Section 1. Lease Term.** The lease term shall be for three years and shall commence on \_\_\_\_\_, and shall terminate on \_\_\_\_\_. Notwithstanding the above, Tenant reserves the right to terminate this Lease upon six months written notice to Landlord.

**Section 2. Rent.** The annual rent for the lease term shall be \$62,718.50, payable in equal monthly installments of \$5,226.54, each, in advance of the first day of each calendar month throughout the lease term. Tenant shall pay the first and last month’s rent to Landlord at the time of the parties’ execution of the Lease. If the lease term commences on a day other than the first day of a calendar month, the first month’s rent shall be adjusted accordingly. Rent payments shall be mailed or delivered to Landlord at \_(insert address)\_\_\_\_\_.

**Section 3. Use of the Premises.** Tenant’s use of the premises shall be in a lawful, careful, safe, and proper manner, Tenant shall carefully preserve, protect, control and guard the same from damage.

**Section 4. Taxes and Assessments.** Property is currently exempt from Real Estate taxes. Tenant agrees to be responsible for payment of any Real Estate taxes assessed due to Tenant use and occupancy of the property. Tenant agrees to pay any and all special assessments during Tenants occupancy of the property.

**Section 5. Utilities.** Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Premises, including without limitation, telephone service, sanitary sewer, water, natural gas, and electricity. Tenant shall also provide all replacement light bulbs and tubes and pay for all maintenance of all utilities during the lease term and any extension thereof.

**Section 6. Compliance with Laws.** If any law, ordinance, order, rule or regulation is passed or enacted by any governmental agency or department having jurisdiction over the Premises or Tenant's use of the same which requires Tenant to modify or alter its operations or use of the Premises, this Lease shall in no way be affected and Tenant shall at its sole cost and expense, promptly comply with such law, ordinance, order, rule, or regulation.

**Section 7. Maintenance and Repair.** Subject to provisions of Section 11, below, relating to destruction of or damage to the Premises, and Section 12, below, relating to condemnation of the Premises, Tenant shall, at its sole cost and expense, keep and maintain the interior of the Premises, including without limitation, the operational parts (cooling, heating, air conditioning, plumbing equipment and fixtures), floors, doors, toilets, light replacement, etc.), and all other elements or systems of the interior of the Premises, in a condition and repair similar to its original condition and repair, reasonable wear and tear expected. Tenant shall further be responsible for all snow and ice removal from sidewalks and parking areas on the Premises. \Replacement and repair parts, materials, and equipment used by Tenant to fulfill its obligations hereunder shall be quality equivalent to those initially installed within the Premises. \All repair and maintenance work shall be done in accordance with the then existing federal, state, and local laws, regulations and ordinances pertaining thereto. Landlord shall perform maintenance and repair of the structural components of the Premises, including without limitation, the roof, exterior, foundation, and paving of the Premises. Notwithstanding the above, Landlord shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of Tenant, its employees, agents or invitees. Landlord, at its sole cost and expense, shall maintain and repair all fuel storage tanks and fuel pumps on the Premises. Landlord shall indemnify Tenant for any and all damage, investigation, fine or other finding against Tenant caused by leaking or faulty fuel storage tanks or fuel pumps.

**Section 8. Indemnity and Insurance.** Tenant shall indemnify Landlord for, defend Landlord against, and save Landlord harmless from any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, occupancy, possession, or unoccupancy of the Premises by Tenant or Tenant's employees, agents, licensees, invitees or guests or to any property of such persons. Landlord shall not be responsible or liable for loss or damage to the contents of any improvements on the Premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused, unless such loss or damage is caused by the negligence or intentional acts of Landlord, its agents or employees

At its sole cost and expense, Tenant shall obtain and thereafter maintain in full force and effect, at all times during the lease term and any extension thereof, the following insurance with respect to the Premises:

- (a) comprehensive public liability insurance having limits of not less than \$1,000,000 for bodily injury or death to one person, \$1,000,000 for bodily injuries or death arising out of one occurrence, and \$500,000 for property damage;
- (b) fire and extended coverage insurance in an amount equal to at least 100 percent of the current replacement value of the Premises.

It is understood that Tenant self-insures for losses covered by subsections (8(a) and 8(b)). The stop-loss insurance policy of Tenant must comply with the requirements of this paragraph with regard to insurance limits. So long as the stop-loss policy complies with this paragraph, Tenant shall be deemed in compliance with the requirements of this paragraph 8. Each insurance policy furnished under this Section 8 shall be issued by a responsible insurance company acceptable to Landlord which company shall be authorized to do business in Illinois, and such insurance coverage may be written under a blanket policy or policies obtained by Tenant, which policy may include other real estate owned or leased by Tenant. Tenant and Landlord shall all be named as insured parties in each such insurance policy, and each policy shall provide for written notice to Landlord at least ten days prior to any cancellation, modification, or lapse thereof. Tenant shall furnish landlord with memorandum copies of such insurance policies prior to the commencement of the lease term.

**Section 9. Alterations and Improvements.** Tenant shall have the right to make, at no expense to Landlord, improvements, alterations, or additions (hereinafter collectively referred to as “Alterations”) to the Premises, to the Premises, whether structural or nonstructural, interior or exterior, provided that:

- (a) no Alteration shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld;
- (b) no Alteration shall reduce or otherwise impair the value of the Premises;
- (c) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorization of all governmental authorities having jurisdiction with respect to such Alteration;
- (d) any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;
- (e) Tenant shall hold Landlord harmless from and against any liens and claims for work, labor, or materials supplied to the premises at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Premises at the direction of Tenant, Tenant shall, at Landlord’s option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Landlord in an amount not less than the amount of the lien or claim being filed; and



- (f) any Alteration shall become and remain the property of Landlord unless Landlord otherwise agrees in writing.

**Section 10. Signs.** Tenant shall have the right to install and operate, at its sole cost and expense, any sign or signs on the Premises which shall not be in violation of any law, statute or ordinance, and Tenant shall have the right to remove the same, provided that Tenant must repair any damage to the Premises caused by such removal.

**Section 11. Damage to Premises.** If by fire or other casualty the Premises are destroyed or damaged to the extent that Tenant is deprived of occupancy or use of the Premises (meaning such destruction cannot be repaired or restored within 120 days of the occurrence of the fire or other casualty). Landlord will cancel this Lease as of the date of such fire or casualty by giving written notice to Tenant not more than 30 days thereafter.

**Section 12. Condemnation.** If all or materially all of the Premises are taken in appropriation proceedings or by right of eminent domain or by the threat of the same, then this Lease shall terminate as of the date Tenant is deprived of occupancy thereof, and Tenant's obligations under this Lease shall terminate. For purposes of this Lease, "materially all of the Premises" shall be considered as having been taken if the portion of the Premises taken, would leave the remaining portion not so taken insufficient to enable Tenant to effectively and economically conduct its business at the Premises.

If Less than materially all the Premises are taken in appropriation proceedings or by right of eminent domain or by the threat thereof, then this Lease shall not terminate as result of such taking. Rent shall be abated in the proportion of the number of square feet of improvements of the Premises of which Tenant is deprived bears to the total square feet of such improvements immediately prior to such taking. Thereafter, if the number of square feet of improvements is less than the total of the same prior to such taking, rent shall be reduced in the proportion to which the number of square feet of improvements existing after such taking is less than the total of the same prior to such taking.

All damages awarded for any such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, or otherwise, provided, however, that Tenant shall be entitled to any portion of the award made to Tenant for removal and reinstallation of Tenant's fixtures or for the cost of Tenant's immovable fixtures, if any.

**Section 13. Default.** If Tenant fails to pay any installment of rent or make any other payment required to be made of Tenant when the same shall become due and payable hereunder, or if Tenant fails to observe and perform any other provision, covenant, or condition of this Lease required under this Lease to observed and performed by Tenant within 15 days after landlord shall have given notice to Tenant of the failure of Tenant to observe and perform the same, or if Tenant abandons or vacates the Premises during the continuance of this Lease, or if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with its creditors, or seized by legal process, or if this Lease is assigned in violation of the terms hereof

or is terminated by operation of law, then, in any such event, immediately or at any time thereafter, at the option of Landlord, Landlord shall, as it elects, either:

- (a) declare this Lease to be in default, in which event this Lease shall immediately cease and terminate, and Landlord may possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action when Landlord may have against Tenant for rent and other charges payable by Tenant hereunder (both past due and rent due Landlord through date of Landlord's possession and past due payable by Tenant)), damages, or breach of covenant, in respect to which Tenant shall remain and continue liable notwithstanding such termination; or
- (b) relet the Premises, or any part thereof, for such term or terms and on such conditions, as Landlord deems appropriate for and on behalf of Tenant, for the highest rental reasonably attainable in the judgment of Landlord, which reletting shall not be considered as a surrender or acceptable back of the Premises or a termination of this Lease, and recover from Tenant any deficiency between the amount of rent and all other charges payable by Tenant under this Lease and those amounts obtained from such reletting, plus any expenses incurred by Landlord in connection with such reletting, including, without limitation, the expenses of any repairs or alterations Landlord deems necessary or appropriate to make in connection with such reletting and all sums expended for brokerage commissions and reasonable attorney's fees, but Landlord shall be under no duty to relet the Premises.

In the event that a bankruptcy or insolvency proceeding is filed by or against Tenant, or if a court of competent jurisdiction or other governmental authority approves a petition seeking a reorganization, arrangement, composition or other similar relief with respect to Tenant, or appoints a trustee, receiver or liquidator of Tenant or of all, or substantially all, of the property or affairs of Tenant, Landlord shall have the right to elect any of the remedies set forth above. If this Lease is assumed or assigned to a trustee, receiver, liquidator or other court-appointed person or entity without Landlord's prior written consent, the parties and their respective successors (whether by operation of law or otherwise agree that, upon such an assignment or assumption, all defaults of Tenant prior to such assignment or assumption must be cured or that adequate assurances that such defaults will be promptly cured must be given and that adequate assurances of future performance under this Lease must be provided. Such adequate assurances shall mean that a bond shall be issued in favor of Landlord in the amount equal to one year's future rent and that an amount equal to all existing monetary obligations of Tenant which are in default shall be escrowed with an escrow agent acceptable to Landlord. Additionally, all past due monetary obligations of Tenant which are in default shall be paid to Landlord within 60 days after the assignment or assumption and rent will be currently and continually paid on a timely basis commencing with the first day of the month following the 60<sup>th</sup> day of the assignment and assumption.

If Landlord fails to observe and perform any other provision, covenant, or condition of this Lease required under this Lease to be observed and performed by Landlord within 30 days after Tenant shall have given notice to Landlord of the failure of Landlord to observe and perform the same, Tenant may terminate this Lease.

**Section 14. Non-Waiver and Right to Cure Defaults.** Neither a failure by Landlord to exercise any of its options hereunder, nor a failure to enforce its rights or seek its remedies upon any default, nor an acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord is entitled, either at law or in equity.

If Tenant fails to pay by their respective due dates all rents, charges or other obligations to be paid by it pursuant to the terms hereof, or fails to make necessary repairs to the Premises, or fails to perform any other duties which it is required to perform hereunder, then Landlord, at its option, may do so and the amount of any expenditure attributable to such action by Landlord, plus accrued interest at the rate of one percent per month, (12%) per annum from the time each such expenditure is made until reimbursed, shall immediately become due and payable to Landlord and shall be considered additional rent hereunder; but no such payment or compliance by Landlord shall constitute a waiver of any such failure by Tenant or affect any right or remedy of Landlord with respect thereto.

**Section 15. Termination.** The Landlord reserves the right to sell the premises and terminate the Lease upon 90 day written notice to Tenant. As set forth in the lease term, Tenant may also terminate this lease, without any further obligation or penalty, upon providing six months written notice to the Landlord.

**Section 16. Holding Over by Tenant.** If Tenant shall continue in possession of the Premises beyond the termination of the lease term, such holding over shall be considered an extension of this Lease for a one-month period and so on, from month to month, until terminated by either party by giving not less than 30 days written notice of termination to the other. Such holding over shall be upon the same terms and conditions as are set forth in this Lease.

**Section 17. Surrender of Premises.** Upon termination of this Lease, whether by lapse of time or otherwise, or upon the exercise by Landlord of the power to enter and repossess the Premises without terminating this Lease, as hereinbefore provided, Tenant shall at once surrender possession of the Premises to Landlord in a condition and order of repair substantially similar to its original condition and order of repair upon the commencement of the lease term, reasonable wear and tear and damage by events of casualty described in Section 11, excepted, and shall at once remove all of Tenant's personal property and trade fixtures from the Premises. Upon any such termination, Tenant shall, as directed by Landlord, either remodel any addition to the Premises constructed by Tenant under Section 9, above, so as return the Premises to its original condition, reasonable wear and tear excepted, or remove such addition from the Premises. Any such remodeling or removal of any addition to the Premises shall be made by Tenant at its sole cost and expense. If, upon any such termination, Tenant does not at once surrender possession of the Premises and remove such of its property as allowed by Landlord, Landlord may forthwith re-enter and repossess the same and remove all of Tenant's property without being guilty of trespass or of forceful entry or detainer or without incurring any liability to Tenant for loss or damage to Tenant's property. Upon any such removal of Tenant's property, it shall be considered to have been abandoned and may either be retained by Landlord as its property or may be

disposed of at public or private sale as Landlord sees fit. If any such property is either sold at public or private sale or retained by Landlord, the proceeds of any such sale or the then current fair market value of the property, as the case may be, shall be applied by Landlord against Landlord's expenses of removal, storage or sale of such property, the arrears of rent and other charges or future rent and other charges payable hereunder, and any other damages to which Landlord may be entitled hereunder. Tenant shall repair, at its sole cost and expense, any damage to the Premises resulting from the removal of its property as allowed hereunder.

**Section 18. Entry by Landlord.** Landlord shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, and during the last year of the lease term, or any renewal or extension thereof, Landlord may exhibit the same for sale or rent; provided, however, that Landlord shall not unreasonably interfere with Tenant's use of the Premises.

**Section 19. Time of the Essence.** Time is of the essence in the performance and observance of each and every term, covenant and condition of this Lease by both Landlord and Tenant.

**Section 20. Assignment.** Tenant shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be subject to terms and conditions as Landlord considers necessary in order to protect its interest in the premises; provided, however, that no assignment of this Lease, whether by act of tenant or by operation of law, and no sublease of the premises, or any part thereof, by or from tenant, shall relieve or release tenant from any of its obligations hereunder.

**Section 21. Governing Law.** This Lease shall be subject to and governed by the laws of the State of Illinois.

**Section 22. Amendments.** No amendment to this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.

**Section 23. Severability of Provisions.** The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**IN WITNESS WHEREOF,** Landlord and Tenant have executed this Lease Agreement as of the date first set forth above.

**Connect Transit**

**City of Bloomington**

By: Andrew Johnson  
Title: General Manager

By: Tari Renner  
Title: Mayor

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

Date: December 16, 2014

Attest:

Attest:

Name: David White

Name: Tracey Covert

Title: Safety and Training Director

Title: City Clerk

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

Date: December 16, 2014

**Motion by Alderman Schmidt, seconded by Alderman Painter that the modified agreement with Connect Transit for lease of a storage facility, 104 - 106 E. Oakland Ave., for \$62,178.50 per year, (\$5,226.54 per month), 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:** Intergovernmental Agreement with McLean County Area EMS System (MCAES) for Emergency Medical Services (EMS) Continuing Education and Quality Assurance Service

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

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

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

**BACKGROUND:** All EMS agencies are required to operate under a Medical System. The Fire Department operates under the McLean County Area EMS System (MCAES). This agency determines the medications and protocols that all the Emergency Medical Technicians (EMT) in Mclean County must use and follow. All EMTs require continuing education to renew their individual license. The continuing education of all City licensed EMTs has to be approved by the EMS System. This agreement provides the training needed to keep up those credits and provides checks and balances of the City's EMS service through quality assurance.

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

**FINANCIAL IMPACT:** This expense is budgeted in the Fire - Professional Development Account (10015210 - 70632) in the amount of \$17,250. Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 272.

Respectfully submitted for Council consideration.

Prepared by: 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

(CONTRACT ON FILE IN CLERK'S OFFICE)

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Intergovernmental Agreement for Equipment Borrowing between the City of Bloomington and the Bloomington and Normal Water Reclamation District (BNWRD)

**RECOMMENDATION/MOTION:** Recommend that the Intergovernmental Agreement with BNWRD be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The City and BNWRD have a long history of borrowing equipment from one another. Both entities benefit because shared resources reduces cost to purchase and maintenance of equipment. For example, BNWRD has borrowed the City's Vactor truck to clear sewage. The City has borrowed an end-loader for snow response.

The borrowing has been done on a somewhat informal basis, and it stood to reason that the borrower would bear responsibility for loss, damage and injury stemming from use of the loaned materials. BNWRD's management recently began expressing a desire to formalize the lending borrowing process.

BNWRD headed the drafting of an Intergovernmental Agreement. Its Board of Trustees approved an agreement on December 8, 2014. After review by City staff, including Corporation Council, the City requested minor changes. The agreement before the Council includes those changes. If the Council approves the agreement, the matter will return to BNWRD in January 2015 for final approval.

The proposed agreement ensures that the borrowing entity – be it BNWRD or the City in a given case – meet reasonable preconditions. One is that properly licensed persons use the equipment. Another is that the borrowing entity carries adequate insurance. Another is that the borrowing entity bears risk for damages, loss and injury. The agreement has been provided to the Council. The Council should be mindful that protections built in for BNWRD also equally protect the City and vice versa.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Public Works Director  
Steven Rasmussen, Asst. City Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BLOOMINGTON AND  
NORMAL WATER RECLAMATION DISTRICT AND THE CITY OF BLOOMINGTON  
FOR BORROWED EQUIPMENT**

THIS INTERGOVERNMENTAL AGREEMENT FOR BORROWED EQUIPMENT (“Agreement”) is entered into by and between the BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, a Municipal Corporation, and the CITY OF BLOOMINGTON, a Municipal Corporation.

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions; and

WHEREAS, the Bloomington and Normal Water Reclamation District, is a Municipal Corporation established under the Sanitary District Act of 1917 (70 ILCS 2405) (hereinafter, “BNWRD”), and the City of Bloomington, a Municipal Corporation (hereinafter, “City”); and

WHEREAS, the BNWRD owns certain equipment related to performing its functions as a Sanitary District; and

WHEREAS, the City owns certain equipment related to performing its corporate functions; and

WHEREAS, there are occasions when the City and/or the BNWRD require the type of equipment owned by the other entity, for a limited purpose that does not justify purchase of said equipment; and

WHEREAS, it is in the best interest of the public welfare, and promotes economic efficiencies, for the BNWRD to share its equipment (“BNWRD Equipment”) with the City, and the City to share its equipment with the BNWRD (“City Equipment”); and

WHEREAS, the BNWRD agrees to share its equipment with the City, and the City agrees to share its equipment with the BNWRD, on the terms and conditions set forth herein.



NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the BNWRD and City mutually agree as set forth below. For the purposes of this Agreement, the party borrowing the equipment shall be referred to as the "Borrowing Entity", the owner of the equipment shall be referred to as the "Owner Entity", and the equipment being borrowed shall be referred to as the "Borrowed Equipment".

1. **Incorporation of Preambles.** That the preambles set forth above are true and correct and are incorporated herein by reference as if fully set forth herein.
2. **Availability of Equipment.** That the Borrowing Entity is authorized to utilize Borrowed Equipment, at such times as the Owner Entity does not require the equipment to conduct the Owner Entity's business. It is understood by and between the parties that the availability of Borrowed Equipment to the Borrowing Entity shall be limited in scope and duration, at all times subject to approval by the Owner Entity, which approval shall be given in the sole discretion of the Owner Entity. This Agreement does not grant the Borrowing Entity the unimpeded use or control of any Borrowed Equipment, nor does it grant the Borrowing Entity any ownership interest in the Borrowed Equipment.
3. **Manner of Use.** The Borrowing Entity hereby warrants and agrees that it shall only use the Borrowed Equipment for the purposes, and in the manner, which the manufacturer intended. All industry accepted safety precautions must be utilized during operation of the Borrowed Equipment. In addition, at any times during the Borrowing Entity's possession and/or operation of the Borrowed Equipment, Authorized Personnel shall comply with all laws, rule, regulations and/or ordinances related to the use and operation of the Borrowed Equipment.
4. **Authorized Personnel.** The individual assigned to operate the Borrowed Equipment must be trained on the operation of and recognize the hazards of said equipment. Furthermore, the individual must possess appropriate and valid licensing to operate the Borrowed Equipment.
5. **Scheduling Use of Borrowed Equipment.** Except as otherwise agreed by and between the BNWRD and the City, the Borrowing Entity shall give the Owner Entity a minimum of twenty-four (24) hours notice of (a) the equipment being borrowed, and (b) the expected date of use. The Owner Entity shall notify the Borrowing Entity, within twenty-four (24) hours after receiving the Borrowing Entity's notice, whether the Borrowed Equipment is available, and the duration for which the Borrowing Entity is authorized to borrow the equipment. In the event the Owner Entity fails to confirm the availability of the equipment, as prescribed by the terms hereof, it shall be conclusively presumed that the equipment is not available to the Borrowing Entity on the date requested. Borrowed Equipment shall only be available to the Borrowing Entity for a term not exceeding seventy-two (72) hours, unless the Borrowing Entity obtains prior approval to operate the Borrowed Equipment for a longer period. Authorization

of the use, and term of use, of any Borrowed Equipment shall be in the sole discretion of the Owner Entity.

In the event of an emergency in which there is an identified need by the Borrowing Entity to utilize Borrowed Equipment, the twenty-four (24) hour notice period shall be waived; provided further that in the event an emergency arises during the Borrowing Entity's use of the Borrowed Equipment, resulting in the Owner Entity's required use of said equipment, the Borrowed Equipment shall be returned to the Owner Entity as reasonably required by the Owner Entity to respond to the emergency, as determined in the sole discretion of the Owner Entity.

6. **Condition of Borrowed Equipment.** The Borrowed Equipment must be returned to the Owner Entity in the condition it was received. The Borrowing Entity is responsible for all reasonable repairs including parts and labor should malfunction or damage occur during the borrowing period. Inspection of equipment is encouraged before taking possession. It shall be conclusively presumed that Borrowed Equipment is in good condition, unless the Borrowing Entity shall notify the Owner Entity to the contrary prior to taking possession. In the event of said notification, Owner Entity reserves the right to prohibit Borrowing Entity from taking possession of the Borrowed Equipment, subject to performance of necessary repairs. In the event the Borrowed Entity takes possession of Borrowed Equipment, not in good condition, the Borrowed Entity assumes the risk of use and operation, and shall be responsible for all injuries or damage resulting therefrom.
7. **Insurance.** The Borrowing Entity shall provide evidence of the following types of insurance, with the limits set forth below, with respect to any Borrowed Equipment:
  - a.) **Liability Insurance.** Borrowing Entity hereby warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The Borrowing Entity will provide a certificate of insurance to Owner Entity upon demand, and in any event upon arriving to use the Borrowed Equipment. The Borrowing Entity will name the Owner Entity, its trustees or alderman, and employees, as additional insureds.
  - b.) **Property Insurance.** The Borrowing Entity hereby warrants that Borrowing Entity will keep the Borrowed Equipment insured against all risks of loss or damage from every cause whatsoever, for the full replacement value of the Borrowed Equipment, and shall name the Owner Entity as a loss payee.
8. **Indemnification.** The Borrowing Entity shall indemnify and hold the Owner Entity, its officers, trustees or alderman, agents and employees harmless from any liability, loss, damage, claim, cost or expenses, whether for bodily injury or property damage, resulting from or related to the negligence, willful misconduct, or violation of law of Authorized Personnel while in possession of, and/or operating, the Borrowed Equipment.

9. **NO WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE OWNER ENTITY, NOR ANY PERSON BY OR THROUGH THE OWNER ENTITY, BEING NEITHER THE MANUFACTURER OR SUPPLIER, NOR A DEALER IN THE EQUIPMENT, EITHER EXPRESSLY OR IMPLICITLY, WARRANTS ANY ASPECT OF THE BORROWED EQUIPMENT. THE OWNER ENTITY EXPRESSLY DISCLAIMS AND OFFERS NO OPINION AS TO THE CONDITION OF ANY BORROWED EQUIPMENT. ANY BORROWED EQUIPMENT IS BEING PROVIDED "AS IS" CONDITION, WITHOUT ANY WARRANTY OF ANY TYPE OR NATURE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ITS WORKMANSHIP, THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES SPECIFICATIONS OR CONTRACTS WHICH REQUIRE OR PROVIDE SPECIFIC APPARATUS OR SPECIAL METHODS, AND ANY WARRANTY THAT THE BORROWED EQUIPMENT IS FREE FROM DEFECTS.
10. **ASSUMPTION OF RISK:** THE RISK OF ANY AND ALL LOSS, DAMAGE, OR UNSATISFACTORY PERFORMANCE OF THE BORROWED EQUIPMENT RESTS WITH THE BORROWING ENTITY AS THE USER. TO THE EXTENT PERMITTED BY LAW, NEITHER THE OWNER ENTITY, NOR ANY PERSON EITHER EXPRESSLY OR IMPLICITLY, MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE APPROPRIATENESS OF THE BORROWED EQUIPMENT FOR THE USE CONTEMPLATED BY THE BORROWING ENTITY, THE RELIABILITY, NOR DO THEY HAVE ANY OBLIGATION TO PROVIDE THE BORROWING ENTITY WITH ANY NOTIFICATION THEREOF. THE BORROWING ENTITY'S USE OF THE BORROWED EQUIPMENT IS AT ITS OWN RISK, AND THE BORROWING ENTITY ASSUMES THE RESPONSIBILITY FOR USE OF THE BORROWED EQUIPMENT, AND ASSUMES THE COST OF ALL LOSSES, INCLUDING, BUT NOT LIMITED TO, ANY NECESSARY SERVICING, REPAIR OR CORRECTION OF ANY PROPERTY INVOLVED.
11. **Termination.** This Agreement may be terminated by either party upon twenty-four (24) hours notice. Any Borrowed Equipment in the possession of the Borrowing Entity at the time notice of termination is given, must be promptly returned to the Owner Entity.
12. **Notices.** Any notice given pursuant hereto shall be in writing and shall either be personally delivered, sent by recognized overnight courier or by verified facsimile transmission. If to BNWRD, notice shall be given to its Executive Director, and forwarded to 2015 W. Oakland Avenue, Bloomington, Illinois 61701. If to the City, notice shall be given to its City Manager, and forwarded to 109 E. Olive Street, Bloomington, Illinois 61701.

Any notice (i) personally delivered shall be deemed to have been given upon such delivery or refusal of delivery, (ii) sent by overnight courier shall be deemed given on the next business day after depositing with said courier, or (iii) given by verified facsimile shall be deemed given upon the date of verification of said transmittal.

13. **Section Headings.** The Section Headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
14. **Construction.** The parties acknowledge and agree that (i) each party and its counsel have reviewed the terms and provisions of this Agreement and have contributed to its revision, (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement, and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
15. **Miscellaneous.** This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Illinois. Any and all amendments, elections, waivers, consents and other agreements with respect to this Agreement shall be made by an instrument or instruments in writing signed by and on behalf of BNWRD and the City. This Agreement constitutes the entire agreement between the parties hereto, supplanting any prior written or verbal agreement with respect to Borrowed Equipment.
16. **Effective Date.** This Agreement shall be effective when executed by the BNWRD and the City.

**IN WITNESS WHEREOF**, the Bloomington and Normal Water Reclamation District has caused this instrument to be executed in its corporate name by its President, under the attestation of its Clerk, and its corporate seal to be affixed, and the City of Bloomington has caused this instrument to be executed in its corporate name by its Mayor under the attestation of its City Clerk and its corporate seal to be affixed, all in duplicate originals.

BLOOMINGTON/NORMAL WATER  
RECLAMATION DISTRICT:

ATTEST:

President

Secretary

Date

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner  
Its Mayor

Tracey Covert  
City Clerk

Date: December 16, 2014

**Motion by Alderman Schmidt, seconded by Alderman Painter that the Intergovernmental Agreement with BNWRD 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: 2015 Employee Benefit Contracts

**RECOMMENDATION/MOTION:** Recommend that the contracts with Healthcare Service Corporation/Blue Cross Blue Shield of Illinois, Health Alliance Medical Plans and Catamaran PBM of Illinois be approved, the Mayor and the City Clerk 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:** In August 2014, the Council approved a contract with Arthur J. Gallagher & Co. (AJG) to act as consultant and insurance broker for employee benefits. AJG negotiated the 2015 rates with Blue Cross/Blue Shield of Illinois (BCBS) for administrative services and individual stop loss for the City's PPO, (Preferred Provider Organization), health and dental insurance plans and with Health Alliance Medical Plans for the self-funded HMO, (Health Maintenance Organization), health plan. The City has also arranged to continue its pharmacy benefit management services for the PPO plan through Catamaran, Pharmacy Benefit Manager, (PBM) of Illinois. Information on these benefit renewals were presented by Gallagher at the November 10, 2014 Council meeting.

**City of Bloomington 2015 Renewal Summary:**

**Medical:** PPO health insurance renewal: The PPO fee renewal with BCBS was successfully negotiated down to a 4.76% overall increase. The original renewal proposed by BCBS included a forty-three (43%) increase to the Access Fee and 13.3% increase to the stop loss premium. AJG was able to negotiate a renewal increase of only four percent (4%) to the access fee and 7.6% to the stop loss premium. Below is a summary of the 2015 fees and increases:

	<u>2014</u>	<u>2015</u>	<u>Increase</u>
Access Fee	1.75%	1.82%	4.0%
Administration Fee	\$47.43	\$48.24	1.7%
ISL (Individual Stop Loss; \$155,000)	\$51.04	\$54.92	7.6%
Total fixed cost	\$98.47	\$103.16	4.76%

As previously indicated, the overall premium equivalent rates for the PPO are projected at a 3.9% increase with the projected cost increase of \$171,460 in 2015. The increase is below the marketplace average increase of 7.5% seen across the marketplace.

HMO health plan renewal: The fully insured HMO renewal with Health Alliance was negotiated at an 11.27% increase for 2015. The City currently has four (4) large claimants and has run loss ratios in excess of 100% for the last two (2) years at 143% and 110% respectively. Given this experience, AJG recommends moving forward with the Health Alliance HMO renewal and remaining under the fully insured contract as quoted.

**Dental:** The dental plan administrative fee with BCBS has been negotiated at no increase. BCBS has agreed to continue administration of the dental plan at the current \$4.05 rate. As the claims experience ran favorable this year, the City is projecting only a 0.7% increase or \$3,755 in the overall equivalent premium rates for dental. This is well below the marketplace average of plus six percent (+6%) in dental costs.

**Prescription Drug:** The Catamaran PBM renewal in the Employers Health Purchasing Coalition was received with a projected savings in the new contract of - 6.5%. The greater discounts and rebates in the new contract are driving the savings. This additional savings is offsetting the majority of the Rx, (prescription drug), trend and will allow the City to maintain close to current levels of spending on the Rx claims.

**Stop Loss marketing:** The large claim activity for the City this past year was more than twice the premium paid to BCBS for stop loss coverage. The total reimbursement for claimants over the \$155,000 Individual Stop Loss (ISL) level year to date is \$430,144 with premium paid of \$200,281. The City's large claim experience continues to run above expected levels with three (3) claimants through nine (9) months compared to an average expectation of 2.2 claimants per year. The prior year yielded higher claim levels and an even greater loss ratio. The analysis of the prescription drug claims yielded only an additional 5.1% with no additional claimants for a total of \$22,000. Covering the prescription drugs under the stop loss would add \$200,000 in additional premium costs.

The original BCBS renewal proposed was 13.3% increase to the stop loss premium. AJG was able to negotiate a renewal increase of only 7.6% to the stop loss premium. At the claim levels

outlined above, staff expects the renewal rates to double to cover this risk. The renewal rates with BCBS have come in extremely competitive and put the City's plan in a favorable position. Remaining with BCBS for the stop loss without the prescriptions covered will save approximately \$200,000. The marketplace would not respond with an aggregate stop loss quote with less than 125% corridor and therefore, given the City's past experience and the small risk this represents, AJG does not recommend adding aggregate stop loss coverage at this time. For a detailed analysis of the marketplace, the Council was provided with a Stop Loss Marketing Analysis.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Sign-up meetings were held with City employees and retirees.

**FINANCIAL IMPACT:** These items are budgeted for FY 2015 as follows:

Blue Cross PPO, Claims, Administration and Stop Loss: Fund divisions 60200210 and 60280210;

Health Alliance Medical Plans HMO: Fund divisions 60200232 and 60280232; and

Dental Claims and Administration: Fund divisions 60200240 and 60280240.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, MBA, PHR, Comp & Benefit 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 contracts with Healthcare Service Corporation/Blue Cross Blue Shield of Illinois, Health Alliance Medical Plans and Catamaran PBM of Illinois be approved, the Mayor and the City Clerk 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:** Purchase Scheduled Replacement of Trucks for Parks, Recreation & Cultural Arts Department's Parks Division

**RECOMMENDATION/MOTION:** Recommend that the purchase one (1) Ford F250 pickup truck and one (1) Ford F450 chassis with dump bed utilizing the State of Illinois Joint Purchasing Contract #4017340, the from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$74,444.

**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 Parks, Recreation & Cultural Arts Department's Parks Division owns a 2002 Ford F350 pickup truck with 92,790 miles. The unit is twelve (12) years old and is scheduled to be replaced in the current budget year. The maintenance cost to date for this vehicle is \$20,969.00. This unit has had steering, suspension, brake, and electrical problems and the snowplow is rusting through. This department also own a 2002 GMC 3500 equipped with a dump bed and a snowplow. The unit is also twelve (12) years old and due for replacement this year. It currently has 75,000 miles on it and is also rusting. The maintenance cost to date for this vehicle is \$43,517.82. The unit has had steering and suspension, starting and charging, heater and A/C system, brakes, transmission, differential and drive train problems. These units are used daily for maintenance throughout the parks system and to remove snow from parks, trails and facilities. Staff respectfully requests to have the replacement units declared surplus and sold at public auction.

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

**FINANCIAL IMPACT:** Parks, Recreation & Cultural Arts Department's Parks Division has \$74,500 budgeted this fiscal year in the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130). The replacement units will cost \$74,444. 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 Kronen, Superintendent of Fleet Maintenance



Reviewed by: Jim Karch, PE CFM, Director of Public Works  
Steven Rasmussen, Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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 F250 pickup truck and one (1) Ford F450 chassis with dump bed be approved utilizing the State of Illinois Joint Purchasing Contract #4017340, from Bob Ridings Ford, Taylorville, IL in the amount of \$74,444 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: Purchase of Training Ammunition for Police Department

**RECOMMENDATION/MOTION:** Recommend that the Police Department be approved to purchase eight-two (82) cases of .40 caliber pistol (Winchester #Q4238) training ammunition and sixty-eight (68) cases of .223 rifle (Winchester #Q3131) training ammunition using the Illinois Department of Central Management Services Contract #4017592, from Ray O'Herron Company Inc., in the amount of \$43,698, and the Procurement Manager be authorized to issue a Purchase Order.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods.

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

**BACKGROUND:** The recent revitalization of the Police Department’s training facility has led to firearm instructors revamping training doctrines involving the .40 caliber pistol, and the .223 AR15 patrol rifle. Following review of the previous training doctrines by the Range Officers, the belief is that previous training programs were outdated and needed to be revised to reflect current training methodologies. These practices are necessary to ensure safe and efficient use if the need ever arises 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

**Motion by Alderman Schmidt, seconded by Alderman Painter that the Police Department be approved to purchase eight-two (82) cases of .40 caliber pistol (Winchester #Q4238) training ammunition and sixty-eight (68) cases of .223 rifle (Winchester #Q3131) training ammunition utilizing the Illinois Department of Central Management Services Contract #4017592, from Ray O’Herron Company Inc., in the amount of \$43,698, 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:** Supplemental Motor Fuel Tax Resolution for Work Completed on Hamilton Rd. from Timberlake Rd. to Main St., (MFT Section 93-00295-03-PV)

**RECOMMENDATION/MOTION:** Recommend that the Supplemental Resolution in the amount of \$368,397.17 be adopted.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner and Objective 2a. Better quality roads and sidewalks.

**BACKGROUND:** The Public Works Department is making an effort to reconcile older Motor Fuel Tax, (MFT), projects with the Illinois Department of Transportation, (IDOT). A recent IDOT audit shows a number of outstanding project needs. While none of the outstanding items are anticipated to be of major concern, multiple resolutions will be needed to finalize the outstanding audit items.

Staff workload and priorities required resources to be allocated to other priorities after completion of construction efforts. Staff workload continues to be at a level that does not allow for effort to be devoted to the final close out of the required paperwork. Clark Dietz, Inc. has been assisting staff with efforts to reduce the backlog of the open MFT projects. To date, Clark Dietz's scope of work has included correspondence with IDOT, preparation and submission of necessary IDOT paperwork, preparation of Council Resolutions, and invoices to IDOT for MFT funds owed by IDOT to the City. Staff is actively partnering with IDOT in this effort. Staff deems supplemental resolutions as routine in nature.

This project involved improving Hamilton Rd. to a four (4) lane urban cross section between Timberlake Rd. and Main St., and improving the intersection of Hamilton Rd. & Main St. with additional turn lanes and upgraded traffic signals. The construction was completed early in 2011. The final right of way costs were higher than originally anticipated. Final payment has been made from MFT Funds as follows:

Engineering fees (Clark Dietz)	\$391,768.93
Construction Costs (Stark)	\$173,956.24
<u>Right of Way Costs</u>	<u>\$616,095.00</u>
<b>Total</b>	<b>\$1,181,820.17</b>

Motor Fuel Tax Resolutions have been approved by Council as follows:

May 23, 2005	\$300,000
January 26, 2009	\$62,895
<u>July 27, 2009</u>	<u>\$450,528</u>
<b>Total</b>	<b>\$813,423</b>

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** IDOT, District 5.

**FINANCIAL IMPACT:** In order to finalize the paperwork and close out this project with the IDOT, a supplemental resolution in the amount of \$368,397.17 is necessary. No additional funds are requested or will be expended.

Respectfully submitted for Council consideration.

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

Reviewed by: Steven Rasmussen, 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

(RESOLUTIN NO. 2014 – 68 ON FILE IN CLERK’S OFFICE)

**Motion by Alderman Schmidt, seconded by Alderman Painter that the Supplemental Resolution in the amount of \$368,397.17 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: Text Amendment to Chapter 21, Section 300.1 – Providing for Owners of Rental Property Having Two or More Units to Opt Out of the City’s Refuse Collection Program

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

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

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

**BACKGROUND:** The City currently collects refuse from all single family residences and from rental properties having six (6) or fewer units. Prior to March 2014, the Public Works Department had allowed owners of rental property with two (2) or more units to opt out of the City’s refuse collection program. In March 2014, the Council adopted several changes to the City’s refuse collection program. At the March 10, 2014 Council meeting, an amendment was added to the proposed text amendment that was intended to allow landlords the ability to opt out of the City’s refuse collection program and obtain private collection service. A review of the recording of that meeting indicates that the amendment that was adopted by Council provided that the last sentence of subsection (a) of Section 300.1 read as follows: “Landlords also have the option of declining City service and contracting out for solid waste services.”

The proposed text amendment clarifies the language and restores practices as they had been prior to March 2014. It allows the owner of rental property with two (2) units or more to opt out of the program, but provides that all single family residences, whether rental properties or owner occupied, must participate in the City’s refuse collection system.

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

**FINANCIAL IMPACT:** Little or no financial impact is expected from this program change. However, if single family rental properties were allowed to opt out of the program, it could potentially seriously harm the refuse collection program, as it would greatly reduce the financial base upon which the program operates. The financial base of the solid waste collection program is that all single family residences must participate in the program. In addition, code enforcement would become difficult.

Respectfully submitted for Council consideration.

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

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**ORDINANCE NO. 2014- 113**

**AN ORDINANCE AMENDING BLOOMINGTON  
CITY CODE CHAPTER 21, SECTIONS 300.1**

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

SECTION 1. That Bloomington City Code Chapter 21, Sections 300.1 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

**SEC. 300.1 SCOPE OF REFUSE COLLECTION SERVICE.**

(a) The City shall provide refuse collection service to all single family residential buildings and to multi-family residential buildings with six or fewer units ~~from residential buildings with six units or less,~~ but only for refuse generated by occupants of said residential buildings. The City will not pick up refuse from premises ~~parcels~~ with more than six residential units. ~~on the parcel.~~ Refuse generated at another premises ~~residence~~ or business location will not be collected. An owner of a multi-family property having two or more units may decline City refuse service and contract for private solid waste collection service, provided that written notice of the owner's decision to opt out of the City's refuse collection program is filed with the Public Works Department. Refuse shall be collected only under circumstances provided for herein. ~~Property owners and/or their agents have the option of declining City service and contracting for private solid waste collection services upon written notification to the Public Works Department.~~

(b) Notwithstanding the provisions of subsection (a) above, Section 300.2 and Section 300.3, the City will provide refuse collection service from a mobile home if, but only if, the following requirements are met:

- (1) The mobile home is located in a licensed mobile home park licensed by the City of Bloomington;
- (2) The street adjacent to said mobile home is a street as defined in Section 200.4 of this Chapter;
- (3) The owner or operator of the mobile home park containing such mobile home agrees, in writing, to hold the City harmless from any liability which might arise due to the size and weight of City refuse collection vehicles.

(c) Notwithstanding the provisions of subsection (a) above, Sections 300.2 and 300.3, the City will provide refuse collection within the Downtown Service Area (defined as the area west of East Street, east of Madison Street, north of Front Street and south of Locust Street; and Front Street from East Street to Prairie Street) if, but only if, the following requirements are met:

- (1) Refuse ~~Garbage~~ collection day will commence on Wednesdays at 6:00 a.m.
- (2) Residents will be required to use tied plastic bags only; other refuse containers or loose material is unacceptable.
- (3) Residents are prohibited from placing refuse ~~garbage~~ outside for collection earlier than 6:00 p.m. on Tuesdays or later than 6:00 a.m. on Wednesdays.
- (4) Residents are required to place their refuse ~~garbage~~ adjacent to the downtown trash receptacle nearest their residence behind the curb in a neat and orderly manner.
- (5) Bulk waste collection and recycle collection will not be provided. Residents are permitted to transport bulk waste to the Public Service Yard or the southwest corner of Jackson and East Streets.

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

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

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

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 15<sup>th</sup> day of December, 2014.

APPROVED this 16<sup>th</sup> day of December, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

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



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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Analysis of Request for Proposals (RFP) and Approval of Contract with SWT Design for Design/Construction Oversight of DeBrazza Plaza at the Miller Park Zoo in the amount of \$111,300

**RECOMMENDATION/MOTION:** Recommend that the RFP for Design/Construction Oversight of DeBrazza Plaza at Miller Park Zoo be awarded to SWT Design, in the amount of \$111,300, the contract approved and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

**STRATEGIC PLAN LINK:** Goal 5: Great place to live—livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5b: City decisions consistent with plans and policies.

**BACKGROUND:** Council approved the Zoo applying for the State of Illinois Public Museum Capital Grant Program. The award was announced in July 2014. The project must be completed by July 1, 2016. The three (3) projects within this larger project were all specified in the Zoo's Master Plan.

A Request for Proposals was sent out via normal City purchasing procedures. Zoo staff also provided a list of zoo focused architecture firms from around the nation. The request was received by thirty-nine (39) different groups or individuals.

Three (3) proposals were received from the following companies:

<b>FIRM</b>	<b>DESIGN</b>	<b>INCIDENTALS</b>	<b>CONSTRUCTION ADMINISTRATION</b>	<b>TOTAL</b>
SWT Design	\$84,950	\$6,800	\$19,550	\$111,300
WDM Design**	*\$72,000	\$10,400	\$22,000	\$104,400
Zoo Design, Inc.	\$93,240	\$10,000	\$45,780	\$149,020

\*additional \$3,900 if transformer relocation and parking lot lighting is required

\*\*WDM Design failed to sign required documents within the bid, constituting a material deficiency, and accordingly its bid had to be disqualified.

Zoo staff was pleased with the quality of the proposals overall. All three (3) proposals provided good examples and references.

SWT Design was chosen for a number of reasons including the lowest complete price. In addition, SWT Design had designed a number of primate exhibits.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Miller Park Zoological Society.

**FINANCIAL IMPACT:** This entire project shall be reimbursed by the Illinois Public Museum Capital Grant Program. City must pay for costs as they are accrued. Reimbursements from the State of Illinois shall be received at fifty percent (50%) and 100% completion of the project.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Zoo Superintendent

Reviewed by: Bobbie Herakovich, Interim Director of Parks, Rec. & Cultural Arts

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**CITY OF BLOOMINGTON  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SWT DESIGN FOR DEBRAZZA’S PLAZA**

THIS AGREEMENT, dated this \_\_\_\_ day of December, 2014, is between the City of Bloomington (hereinafter “CLIENT”) and SWT Design (hereinafter “SWT”).

WHEREAS, CLIENT owns and operates Miller Park Zoo (hereinafter “Zoo”) in the City of Bloomington;

WHEREAS, CLIENT desire to expand the attractions at the Zoo to include a DeBrazza’s Monkey Exhibit (DeBrazza’s Plaza), parking lot development and renovations to the Zoo’s entrance; and

WHEREAS, CLIENT issued a request for proposals seeking an design firm to provide services including but not limited to: concept refinement, schematic design, design development and construction documentation, construction administration for the project scope defined in the

City's RFP #2015-44 and SWT was determined by the CLIENT to be the most advantageous proposal; and

WHEREAS, the CLIENT and SWT desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

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. Scope of Services.** SWT hereby agrees to provide the services set forth in the RFP and SWT's proposal, including the following in relation to the Zoo:

- (A) Refinement of DeBrazza's Plaza concept,
- (B) Develop design and schematic documents for said project,
- (C) Produce complete construction documents for said project,
- (D) Provide CAD based files for owner's use as well as CAD based record drawings for said project,
- (E) Provide construction administration throughout the life of the project as described in the proposal

**Section 3. Incorporation of RFP & Proposal Terms.** The provisions of RFP #2015-44, a Request for Proposal for Design Services for DeBrazza's Plaza - Miller Park Zoo, and the proposal submitted by SWT, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by SWT. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

**Section 4. Fees/Invoices.** For its services, CLIENT agrees to pay SWT a total fees of not more than: \$84,950.00 for its work on design services, \$6,800.00 for incidentals associated with the project, \$19,550.00 for construction observation services, and \$4,200 for any additional site visits made by SWT as directed and determined necessary by CLIENT. SWT's expenses are included in the total fee prices. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

**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. Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by SWT pursuant to this Agreement are

instruments of its services. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction.

**Section 7. Standard of Care.** Services performed by SWT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**Section 8. General Liability Insurance and Limitation.** SWT 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 CLIENT and CLIENT shall be named as an additional insured under the policy. SWT shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. SWT shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which SWT has no supervision or control. Other General Insurance Requirements as provided in the proposal shall also apply.

**Section 9. Indemnification.** To the fullest extent permitted by law, SWT 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 SWT's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

**Section 10. Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor SWT, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

**Section 11. Assignment.** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to sub consultants, normally contemplated by SWT as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**Section 12. Duty to Advise, Supervise and Inspect.** SWT will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. SWT shall visit the project and provide oversight, with the set number of site visits, as provided for in the RFP and SWT proposal.

**Section 13. Right of Entry.** CLIENT shall provide for SWT's right to enter property owned by CLIENT and/or others in order for SWT to fulfill the scope of services for this Project.

**Section 14. Confidentiality.** Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

**Section 15. Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or SWT. SWT's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against SWT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and SWT agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

**Section 16. Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**Section 17. Survival.** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**Section 18. Entire Agreement.** Notwithstanding the incorporation of the Request for Proposals and SWT'S proposal, this Agreement is the entire Agreement between the CLIENT and SWT. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and SWT.

**Section 19. Time for Services.** Time is of the essence. SWT shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT.

**Section 20. Modification to the Agreement.** CLIENT or SWT may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of SWT's compensation, to which

CLIENT and SWT mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

**Section 21. Compliance with Laws.** SWT and all Work by SWT shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 22. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 23. 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 be construed in a neutral manner.

**Section 24. 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 25. 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

SWT ARCHITECTS P.A.

By: Tari Renner  
Its Mayor

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: Tracey Covert  
Its City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_

**Motion by Alderman Schmidt, seconded by Alderman Painter that the RFP for Design/Construction Oversight of DeBrazza Plaza at the Miller Park Zoo be awarded to SWT Design, in the amount of \$111,300, the contract 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:**

Public Library FY 2014 Annual Report.

**Georgia Bouda, Director, addressed the Council. She had prepared a PowerPoint presentation. She addressed Library funding. Eighty-six percent (86%) of the Library's funding came from the property tax. She noted that sixty percent (60%) of expenditures addressed salaries and benefits. She informed the Council that the Golden Prairie Public Library District had a contract for library services. Golden Prairie consisted of small rural communities. The Library had completed the state's required annual report. Circulation had increased 112% over the past ten (10) years. She noted that the economy had improved. The Library owned over 300,000 items. It was at the maximum. Cost of circulation was addressed. These were nationwide comparisons. The cost had declined over the past ten (10) years, (the savings was \$2.57 per item circulated). She also addressed circulation per capita. The national average was twelve (12). The Library's circulation per capita was 19.53. The Library was busy.**

**Ms. Bouda addressed ebooks. This area had seen rapid growth. The ebook publishers needed to make the process simpler. Each had its own separate system. These systems were complex and several platforms were needed. Patrons can make appointments for Library staff assistance. There were audio books, magazines, music, etc. Ebook represented 3.6% of total circulation.**

**Cardholders had increased by approximately 10,000 over the past three (3) years. This represented a 26.5% increase. She cited Pew Research which was funded by the Gates Foundation. Libraries have a positive impact upon the community. They promote literacy, improve the quality of life, and provide services not found elsewhere. She cited the Summer Reading Program as an example. This year, there had been 7,541 participants and half of them completed the program. The Library was used. She also cited other programs. There were children, teen and adult programs. There were two (2) major programs which promoted diversity: El Dia de los Ninos and Celebration of India.**

**In closing, she addressed FY 2015 goals: prioritize options for service expansion, obtain and put in service the new bookmobile, acquire additional parking and review floor plan for space effectiveness. She informed the Council that the bookmobile's artwork was designed in house. It was scheduled to arrive in January 2015.**

**Alderman Fruin questioned improvements to the Normal Public Library and the impact upon the City's Library.**

**Ms. Bouda responded negatively. The City's Library was ahead of the Town Library. Both libraries were busy. Both had similar issues: space and parking.**

**Alderman Fruin questioned the card holders' demographics. Ms. Bouda cited the Golden Prairie Library.**

**Alderman Black thanked Ms. Bouda for the presentation. He addressed ebooks and noted that he rarely visited the Library. He questioned the cost for same.**

**Ms. Bouda cited the annual platform fee. The Library belonged to a consortium. Titles were purchased for Library patrons. She believed that there had to be a simpler way. At this time, the process was complicated.**

**Alderman Black questioned if there was a queue or any industry standards. Ms. Bouda noted that the Library used a popular platform. Library staff has researched this issue. Each platform had its drawbacks. The Library did not want to leave the consortium.**

**Alderman Black cited feedback regarding free events and marketing. Ms. Bouda stated that the Library had a Facebook page, used digital billboards and social media to market its events.**

**Alderman Sage stated that he would submit his questions via email. He cited the 3.6% for ematerials. He expressed his interest in year over year growth. Ms. Bouda offered to provide the information.**

**Alderman Sage cited conclusions drawn. Ms. Bouda believed that ematerials would level off. She cited Pew Research. Readers were readers and used all available platforms.**

**Alderman Sage restated his interest in year over year growth. Ms. Bouda noted that the budget for ematerials had increased.**

**Alderman Mwilambwe thanked Ms. Bouda for the presentation. He addressed children programming. Children were the community's future. He noted that the Town of Normal had retained a consultant regarding library expansion. The consultant had already recommended that the library not move from its current location citing library users and volunteers. He questioned the status of joint efforts as both libraries were looking at expansion.**

**Ms. Bouda noted that this issue had not been discussed last year. There had been a number of joint efforts. Normal wanted its own library. There was not a lot of interest.**

**Mayor Renner recalled a discussion with Mayor Koos. There were a number of issues due to the libraries different structures.**

**Ms. Bouda added that the libraries continued to cooperate.**

**Alderman Lower questioned collaboration with university/college libraries. Ms. Bouda noted that these libraries served different purposes.**

**Alderman Lower questioned remote capabilities, (i.e. the cloud). Ms. Bouda noted that the Library used the cloud. Library patrons can download ematerials from home.**



**The following was presented:**

**SUBJECT:** Analysis of Bids and Approval of the FY 2015 Sewer Rehabilitation Contract, (Bid #2015 – 46)

**RECOMMENDATION/MOTION:** Recommend that the FY 2015 Sewer Rehabilitation be awarded to Hoerr Construction, Inc., the prices be accepted, the contract approved, in the amount of \$1,600,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** Work proposed within this contract includes sanitary sewer Cured In Place Pipe (CIPP) lining, manhole rehabilitation and lining, sewer point repairs, and sewer televising in various locations throughout the City. The CIPP sewer lining process involves inverting or pulling a resin saturated tube made of polyester, fiberglass cloth or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting, joint less and corrosion resistant pipe. The sewers planned for lining range in diameter from eight to thirty-six inches (8” - 36”). Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the Sewer Master Plan. The bid package included a base bid for sewer lining and miscellaneous pay items and two (2) alternate bids for manhole lining. Alternate Bid A specified a polymer manhole lining system and Alternate Bid B specified the use of a polyurea manhole lining system. Contractors could bid one or both of the alternates. All contractors elected to bid on the Alternate A, polymer lining system, and not Alternate B.

The contract allows 150 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

Public Works’ Engineering Division prepared plans and specifications for the FY 2015 Sewer Rehabilitation and the project was advertised for bids beginning on November 3, 2014. Bids were received until 2:00 PM Monday, November 24, 2014, in the office of the City Clerk. Four (4) bids were received and opened in the City Hall Conference Room. The bid tabulation as follows:



Prepared by: Ryan L. Otto, PE, Project Engineer

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

**Mayor Renner introduced this item.**

**David Hales, City Manager, addressed the Council. This item was budgeted and he recommended approval. This would be a pipe lining project. City staff would make a presentation which would result in better understanding.**

**Kevin Kothe, City Engineer, addressed the Council. The project was the FY 2015 Sewer Rehabilitation. He provided background information regarding the need for this project. He cited the 2014 Storm Water and Sanitary Sewer Master Plan. Problems areas had been identified. He noted the size of the City's sewer system: 280 miles of sanitary sewers and ninety (90) miles of combined sewers.**

**Mr. Hales stated that the City had old pipes. Mr. Kothe added that there were sewers that were over 100 years old. He cited an 1881 brick sewer as an example. The typical material was clay and brittle. The joints were not good. There were two (2) issues that would be addressed: structural defects and Inflow and Infiltration (I & I).**

**Alderman Stearns left the meeting at 7:45 p.m.**

**Mr. Kothe addressed aging sewers. This was a large issue. Sewer replacement was costly, disruptive and inconvenient. The City would line these sewers. The Council was provided with a project map. He noted the craftsmanship of the 1880's brick sewers. The issue with brick sewers was the connections. Clay pipes crack and become oval in shape. Replacement can be avoided with sewer lining. The repair involves lining the sewer. Access was gained through manholes. The City performed sewer lining in 2007. Sewer lining restored structural integrity.**

**Alderman Stearns returned to the meeting at 7:50 p.m.**

**Mr. Kothe described sewer lining as a pipe within a pipe.**

**Mr. Kothe addressed I & I which occurred when water entered the system. The Randolph treatment plant was not designed for same. The City would undertake a pilot program in the Arcadia area sewers. It appeared to be a bad location for I & I. The City would measure the effectiveness of sewer lining by monitoring these sewers after installation. The City needed to address I & I east of Veterans Pkwy. There were three (3) options to address I & I: 1.) sewer lining; 2.) construct a wastewater storage facility; and/or 3.) combination of the first two.**

**Mr. Hales noted that the Randolph plant had been at capacity. Mr. Kothe informed the Council that this plant was designed for nine (9) million gallons.**

**Mr. Hales believed that the average daily amount was three (3) million gallons. This plant could be overloaded. This was a serious problem. The IEPA, (IL Environmental Protection Agency), was monitoring same. There were I & I issues on the City's east side that must be solved. The City could be sanctioned by the IEPA. There was not an easy, inexpensive solution. He questioned the cost for a storage facility.**

**Mr. Kothe stated millions of dollars. He addressed next steps for City core sewers. The goal was to rehabilitate one percent (1%) per year or four (4) miles of sewer. The City needed to be more aggressive. City staff would continue to evaluate and inventory the sewer system. The plan was to be proactive and televise all sewers. Finally, worked continued to eliminate combined sewers.**

**Alderman Sage addressed I & I which he believed was an issue approximately three to four (3 – 4) years ago east of Towanda Barnes Rd. or Hershey Rd. These were newer parts of the system. He questioned why this had occurred.**

**Mr. Kothe referred to the sewer study. There were a number of areas. The flow data showed issues. The question was the source. He cited a number of causes: pipe material, homeowners' sump pumps, commercial cross connections, roof drains, etc. Finding the answer would be labor intensive.**

**Alderman Schmidt thanked Mr. Kothe for the presentation. She questioned the cost of not doing this project.**

**Mr. Kothe cited the Sewer Master Plan: \$136 million over twenty (20) years. This bid resulted in good pricing which allowed the City to complete more sewer work.**

**Alderman Sage thanked Mr. Kothe for the presentation. He questioned the disruption to citizens.**

**Mr. Kothe stated that there would be minimal disruption. Sewers could not be used during lining installation. Work would be scheduled during off peak hours. City staff would work with residents. Generally, the work would be completed in less than eight (8) hours.**

**Alderman Lower noted the City's limited experience with sewer lining. He questioned the life expectancy.**

**Mr. Kothe acknowledged that there was not a lot of good data. He cited his twenty-six (26) year tenure with the City. This process continued to improve. He estimated the life expectancy of sewer lining at fifty to hundred (50 – 100) years.**

**Motion by Alderman Painter, seconded by Alderman Schmidt that the bid for FY 2015 Sewer Rehabilitation be awarded to Hoerr Construction, Inc., the prices accepted, the contract approved, in the amount of \$1,600,000, 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:**

**FY 2015 Semi Annual Financial Report.**

**Mayor Renner introduced this item.**

**Patti-Lynn Silva, Finance Director, addressed the Council.**

**Mayor Renner left the dais at 8:03 p.m.**

**Ms. Silva had prepared a PowerPoint. She began by informing the Council that the City had twenty-eight (28) different funds. The City's budget totaled over \$180 million. The General Fund consisted of fifty-one percent (51%) of the budget. The next largest fund was the Water Fund at fourteen percent (14%) of budget. The General Fund was the City's main operating fund. Eighty percent (80%) of the General Fund came from state and local taxes. These were elastic revenues. The General Fund has been used to support various Enterprise Funds. A breakdown of the General Fund by type of tax was presented. Property Taxes equaled twenty-three percent, (23%). The state and home rule sales taxes generated thirty-seven percent (37%) of the General Fund.**

**Ms. Silva addressed revenue projections. Sales tax revenue was down by three percent (3%). The City would not receive the Christmas season sales tax data until March 2015. She estimated the sales tax shortage at \$1 million. She added that other taxes were also down. She specifically addressed utility taxes which were tied to consumption. Utility taxes were increasing but there had been recent rate increases. This tax was dedicated to**

the Police and Fire Pension Funds. It appeared that the local Motor Fuel Tax, (MFT), would exceed \$600,000 for this fiscal year. She estimated that there would be \$2.4 million for street resurfacing from this tax. The amusement tax had been more difficult to project. Collection started in August 2014.

Ms. Silva addressed fees. The following fees were down: plumbing, heating and electrical permits, (\$150,000). In addition, ambulance fees were down, (\$400,000). The City would be closing out two (2) TIF, (Tax Increment Financing), Districts this year, Market St. and Downtown. This would bring additional revenue to the General Fund.

Mr. Hales questioned other communities' experience. Ms. Silva noted that revenue was also down for the Town of Normal. She added that their sales tax sectors were different.

Mayor Renner returned to the meeting at 8:10 p.m.

Ms. Silva added that City staff would watch the data which was delayed.

Ms. Silva addressed General Fund expenditures. Salaries and benefits equaled fifty-one percent (51%). She addressed projections for same. She noted the number of retirements and the City retaining contract employees. The estimated cost for same was \$700,000. She also cited overtime costs in the Fire Department. She cited minimum manning requirements. There had been vacancies due to work related injuries. The estimated cost for same was \$800,000. Finally, she addressed the cost for outside legal counsel. There had been complex legal issues, (i.e. Pepsi Ice Center garage). The estimated cost for same was \$400,000. There had been savings in principal and interest related to the capital lease program. The savings was \$650,000.

Ms. Silva addressed the year end projections for the General Fund. The FY 2015 year end projection was a deficit of \$2.1 million. City staff was currently developing an action plan to close the gap. It would include a spending freeze.

Mr. Hales described a midyear financial report as typical. City staff would review expenditures. Department heads would have to justify filling vacancies. Capital expenditures would be put on hold. Each department would review its budget. City staff would have a better idea of the City's financial position by the end of the third quarter. The City must end the fiscal year with a balanced budget. This report was timely.

Ms. Silva noted that the Council had adopted a lean budget. She added that City staff was currently reviewing the budget. There had been limited use of contingency funds. At the start of FY 2015, the General Fund balance was \$14 million or fifteen percent (15%) of expenditures.

Ms. Silva addressed the Water Fund. She cited the FY 2015 budget Water Fund balance, \$23 million. The fund had grown its balance to address capital needs. At fiscal

year-end, the fund balance would be \$17.5 million or seventy-eight percent (78%) of expenditures.

Ms. Silva addressed the Sewer Fund. The FY 2015 year-end balance was estimated at \$1.5 million or twenty-four percent (24%) of expenditures. A concern was raised, the Locust Colton CSO, (Combined Sewer Overflow), Elimination, Phase 2. There were issues with funding this project.

Ms. Silva addressed the Storm Water Fund. The FY 2015 year-end balance was estimated at \$76,700 or two percent (2%) of expenditures. There had not been a fee increase since 2004. She cited the Sewer Master Plan and the ability to fund key projects. Both the sewer and storm water funds needed rate studies. The City had to address capital needs.

Mr. Hales noted that the Locust/Colton CSO, Phase 2 had been held back. There was a real concern as the financial capacity was lacking.

Ms. Silva added that the Locust/Colton CSO, Phase 2 was a water, sewer and storm water project.

Ms. Silva addressed the Solid Waste Fund. The FY 2015 year-end balance was estimated at -\$1.5 million. The General Fund already provided a \$1.2 million subsidy. This fund would have an impact upon the FY 2015 budget. It would also impact the FY 2016 budget. The City needed to have a plan.

Mr. Hales readdressed the General Fund. He cited the \$14 million fund balance which equaled fifteen percent (15%) of expenditures. There were some one (1) time event costs. The first priority would be to address the variance in revenues versus expenditures. He noted that the fund balance had been used to address retirements. There were decisions needed at the policy level. The concern was the downward trend. The key question addressed where the bottom was. He added that both the Town of Normal and McLean County were concerned.

Mayor Renner concurred with Mr. Hales' comments. The County and Town were facing similar circumstances.

Alderman Painter thanked Ms. Silva for the presentation. She stated that the Solid Waste program was more than toters. Ms. Silva noted that the breakdown of the toters selected contributed to the negative fund balance. The bulk waste portion of the program was the most expensive component. The City only charged fifty percent (50%) of cost for this service.

Alderman Stearns expressed her belief that citizens were willing to pay for bulk waste. The City had the staff and should charge for this service. She added that the City yard provided citizens with another option.

**Alderman Stearns noted that the local MFT had exceeded expectation. Ms. Silva added this tax was .04 per gallon of fuel.**

**Alderman Stearns addressed sales tax and population trends. Ms. Silva did not have any statistics regarding same. There had been no decline in utility consumption over the past three (3) years.**

**Mayor Renner believed that the US Census Bureau updated the City's census on an annual basis. He believed that the City's census was 79,000 and would reach 80,000 in the coming year.**

**Alderman Stearns believed that individuals were leaving the community.**

**Alderman Mwilambwe described the report as sobering. He questioned the impact upon the local MFT as fuel prices were declining. He questioned if the current trend in fuel prices would continue and impact of same as individuals would have more money. He was optimistic about the future. Ms. Silva restated that Finance staff would watch sales tax data. The question regarding the price of fuel and the impact upon other types of sales was complex.**

**Alderman Mwilambwe questioned automobile sales. Ms. Silva noted that this sector was up.**

**Alderman Black thanked Ms. Silva for her presentation. He noted that there were missing data points. He cited his recent tenure on the Council. He addressed a time line that would circle back to the Council's past Solid Waste Fund discussions. He agreed that something needed to be done.**

**Mr. Hales informed the Council that no decisions had been made. He suggested that an ad hoc committee be formed. This group would report back to the Council with specific directions/options.**

**Alderman Black questioned a storm water rate study. Mr. Hales noted that this was only one (1) of many projects. He restated that rate studies were needed for sanitary sewers and storm water. These items would be incorporated into the budget process.**

**Alderman Black addressed bulk waste. Citizens appreciated this service and were willing to pay for same. This item should also be addressed during the budget process.**

**Ms. Silva added that bulk waste was the most expensive solid waste service.**

**Alderman Lower questioned why the Council was focused on solid waste. The Council needed to look at all City programs and their subsidy level. He expressed his concern regarding the cost for basic solid waste service. The Council needed to look at other areas and other user fees. He readdressed subsidy levels.**



**The following was presented:**

FY 2015 Major Capital Projects Update – Parks, Water and Public Works.

**Mayor Renner introduced this item.**

**David Hales, City Manager, stated that this presentation would address completed capital projects for parks, water and streets. The PowerPoint documented the progress made.**

**Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts, addressed the Council. She planned to address projects completed over the past six (6) months. She addressed the Benjamin School Trail project. This would be a Safe Routes to School Grant. This \$160,000 federal grant was awarded through IDOT, (IL Department of Transportation). There was a \$40,000 City match. The Public Works and Parks, Recreation & Cultural Arts Departments would partner with Unit 5 schools. This project would connect parts of the Grove Subdivision with Benjamin Elementary School. The next project was Sugar Creek Trail. This would be an extension of Constitution Trail along Sugar Creek. It would create an east/west connection. Playgrounds were addressed. Three (3) playgrounds were updated: Franklin Park was completed in July 2014 at a cost of \$40,800; Suburban East was completed in August 2014 at a cost of \$33,000; and Pepperidge Park was completed in September 2014 at a cost of \$45,292. The Suburban East playground was installed by City staff. She noted the lower cost. The Civil War Monument and Trotter Fountain were restored. The first was completed in September 2014 at a cost of \$48,000. The later was completed in June 2014 at a cost of \$42,290.**

**There were prairie projects: installation of one at Eagle View Park which was completed in August 2014 at a cost of \$2,500. Prairie must be burned. Tipton Park's prairie was burned in April 2014 at a cost of \$500. Parks staff was also responsible for prairie maintenance. Prairies served dual purposes. Maintenance of the Grove prairie was cited as an ongoing project with a cost of \$3,000. There were stream and water management projects. Ongoing programs included Constitution Trail. Intergovernmental agreements had a cost of \$149,000. Emerald Ash Borer management was another ongoing program. There were over 4,000 trees that needed to be removed. The annual cost was cited at \$67,500. This project would take several years to address. Storm water retention basins were another area of responsibility. The following were cited: Tipton at an annual cost of \$5,325; Golden Eagle at an annual cost of \$3,300; Eagle Creek at an annual cost of \$3,000 and Miller Park at an annual cost of \$5,340.**

**Ms. Herakovich addressed projects at the Bloomington Center for the Performing Arts, (BCPA). A patio was added at a cost of \$10,000 in October 2014. Tuck pointing had begun in August 2014 at a cost of \$65,000. Bloomington High School's tennis courts were resurfaced in July 2014 at a cost of \$10,000. She addressed the Miller Park Zoo and the \$750,000 museum grant for the Flamingo exhibit. In closing, she addressed HVAC (Heating, Ventilating and Air Conditioning) projects: Prairie Vista Golf Course had the**

furnace replaced in June 2014 at a cost of \$3,500 and compressors were replaced at the Pepsi Ice Center/US Cellular Coliseum in June 2014 at a cost of \$64,960.

Brett Lueschen, Interim Water Director, addressed the Council. There were a number of water main projects. He cited the following: Parkview, Phase 3 water main replacement at a cost of \$200,000; Parmon main replacement at a cost of \$300,000; Main St. bridge transmission main relocation at a cost of \$250,000; Stewart St. replacement estimated cost \$250,000 scheduled for spring 2015; Lake Bloomington replacement estimated cost \$225,000 scheduled for spring 2015; and MacArthur Ave. replacement at a cost of \$70,000. This project was completed with City staff. A number of the water mains in residential areas were poor performing, undersized mains. The Main St. bridge project was in Normal. It involved a transmission main. It was currently in the design phase. IDOT would let this project for bid in January 2015. The MacArthur water main involved a street widening project. He noted the small size of Lake Bloomington water mains, (2", 4", 6" and 10"). He cited fire flow and the need for the minimum main size to be eight inches (8"). This change would have a positive impact upon water quality. Work would commence with two to four inch (2 - 4") mains. There was the Lake Evergreen Bridge deck replacement at a cost of \$994,900. He noted that the bridge support was failing. In addition, there was an upcoming project at the Water Treatment Plant. The filter would be replaced at an estimated cost of \$400,000. This would result in the use of new material. He had a goal of January 2015.

Scott Sprouls, Information Services Director, addressed the Council. He addressed the SCADA (Supervisory Control and Data Acquisition) upgrade. SCADA managed the water distribution system. The technology was complex. The current system dated back to the 1990's. The last software upgrade occurred in 2004. The estimated cost was \$600,000.

Kevin Kothe, City Engineer, addressed the Council. He addressed the \$10 million bond issue. Results were presented via photographs. He presented a project cost breakdown: General Resurfacing - \$8,190,000; CCTV Sewer Inspections - \$200,000; Pavement Preservation - \$450,000; Sidewalk Replacement/Handicap Ramp - \$1,000,000 and SEDCO Microwave Detention - \$160,000. He noted that when a street is resurfaced the sidewalk ramps must be ADA compliant. This portion of the bond issue equaled ten percent (10%) of the budget. Microwave detection would be used instead of loops. The microwaves also detected motorcycles and bicycles. The Council was presented with a map which documented the final selected streets. This work involved inlet repairs, sewer repairs, curb and median replacement, street milling, extended paver work and utility finishing work, (i.e. manholes). The Council was shown before and after photographs. Mr. Kothe noted that pavement preservation was a part of the work completed. City staff had maintained construction plans, and post construction documents or "as built" documents. He thanked all involved. MacArthur was an outstanding project.

Alderman Black questioned if the SCADA system would be put on line. Mr. Sprouls stated that the system consisted of data and therefore it was possible.

**Mr. Lueschen addressed security concerns. The entire SCADA system would not be accessible. He offered to research same.**

**Alderman Mwilambwe thanked all for the presentation. It was important to recognize the things that the City had done well. He had seen improvements. The City had talented staff. Presentations should be scheduled on a regular basis.**

**Mayor Renner extended his appreciation to the City staff for the presentation.**

**CITY MANAGER'S DISCUSSION: David Hales, City Manager, noted that this was Tracey Covert's, City Clerk, last Council meeting. A retirement reception would be held on Friday, January 2, 2015 from 2 – 4 p.m. at City Hall. He recognized and thanked Ms. Covert for her service to the City.**

**MAYOR'S DISCUSSION: Mayor Renner thanked the Council and City staff for their efforts during the past year. He wished all safe holiday celebrations.**

**ALDERMEN'S DISCUSSION: Alderman Fruin addressed the recent attention paid to the public comment portion of the Council's meetings. The City needed to move forward. Choices had been made. Constructive criticism was helpful. The campaign season was coming. He hoped that this would remained outside of the Council Chambers.**

**The Christmas season was a time to reflect. The Council needed to focus on what it hoped to accomplish. The new year would bring a fresh start. In the past, he had visited a number of Central IL communities. Perhaps, the Council needed to reexamine its Public Comment practices.**

**Mayor Renner stated that democracy was messy. He offered to discuss same with Jeff Jurgens, Corporation Counsel.**

**Alderman Stearns noted that public comment was the law. Citizens had the right to same. The Council needed to treat everyone with respect. The citizens were the Council's employer. She believed in free speech and diverse opinions. Citizens had taken the time to attend Council meetings. She thanked the citizens for their comments. She would not support any change to same. She restated that the Council needed to respect citizens.**

**Alderman Sage addressed Priority Based Budgeting, (PBB). Bernie Sieracki was no longer involved in this project. There had been a number of meetings/conversations but no deliverables. He reminded the Council that Mr. Sieracki had volunteered his services. The City was moving forward. There would be levels of engagement. A draft Citizen Survey had been provided to the Council and would be placed on the City's website. The Citizens Academy participants would act as a test pool. He requested Council feedback by Thursday. There would be a Citizen Summit on Tuesday, January 20, 2015 from 6:00 – 9:00 p.m. at the Bloomington Center for the Performing Arts' Ballroom. Each Alderman would be asked to invite ten (10) people from his/her ward. The Mayor would invite ten (10) people at large. There were would be ten (10) tables with an elected official and a City**

staff jointly assigned to each table. He looked forward to the Council's feedback. He welcomed any questions. He cited Nora Durkowitz's, Communication Manager, efforts.

Alderman Lower cited the Christmas season. He noted that individuals came to the City from surrounding areas to shop. The City needed to be mindful that it served a wider audience.

Motion by Alderman Black, seconded by Alderman Hauman, that the meeting be adjourned. Time: 9:13 p.m.

Motion carried.

Tracey Covert  
City Clerk

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WORK SESSION  
City Hall Council Chambers  
December 8, 2014

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

Staff present: David Hales, City Manager, Steven Rasmussen, Asst. City Manager, Angela Fyans-Jimenez, Deputy Corporate Counsel, Bobbie Herakovich, Interim Parks, Recreation & Cultural Arts Director, Jim Karch, Public Works Director, Jon Johnston, Procurement Manager, Ken Bays, Asst. Police Chief, Les Siron, Interim Fire Chief, and Tracey Covert, City Clerk.

Mayor Renner called the Committee of the Whole meeting to order at 5:45 p.m.

#### PUBLIC COMMENT

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

Jacob DeGeal, 303 E. Front St., addressed Council. He was employed at Illinois State University as a Creative Operations Manager. In addition, he was an avid bike commuter and co-founder and Secretary of Bike BloNo. Bike BloNo is a local bike advocacy group that promotes and encourages bicycle commuting as every day transportation. Bike BloNo supported resurfacing and expanding the Constitution Trail (CT). The group believed CT was a great recreation source and means of transportation. The group also believed that repaving would contribute greatly to increased tourism, as well as, less wear & tear and congestion on City roads. CT was a critical aspect of transportation for a large and growing portion of the City's population. Bike BloNo encouraged Council to approve the funding for resurfacing and expanding CT.

#### PARK TRAIL GRANT

Mayor Renner stated that the grant was part of the 2009 Capital Bill. The law basically stated Bloomington Parks and Trails were included. The bill was not tied to a specific legislator or particular caucus, essentially the City had received contradictory information from people in Springfield. The Council performed due diligence by voting and the vote was 8 - 0 against the purchase of land for park land adjacent to Central Catholic High School and McGraw Park. It was not a priority at that time. The City would evaluate what other parks and trails were a priority at this time.

David Hales, City Manager, addressed the Council. He reminded them that there were two (2) items included on the Work Session agenda, as well as. The recommended projects would be presented based upon comments from previous meetings regarding parks and trails.

Alderman Black arrived at 5:48 p.m.

Mr. Hales hoped some projects would be approved following the Work Session and added that the Council Meeting agenda had been amended to allow for action to be taken on approved projects. He understood that the City would submit the projects to DCEO (Department of Commerce and Economic Opportunity), and Senator Brady's advisory committee. He affirmed Mayor Renner's statement that the City had received contradicting information from Springfield. The goal was to receive a contract signed by Governor Quinn and Mayor Renner, approved by Council.

Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts, addressed the Council. Her favorite thing was parks and recreation. She believed that parks and recreation improved citizens' quality of life. There were several items for Council to consider. An outline of these items had been prepared. The first item addressed was CT. CT was an important asset to the City. It was used by 5,000 citizens a day. CT benefits residents and the City's transportation system by providing an alternative to traveling on roads. Golf was the second item addressed. Golf was a lifelong sport along with swimming and tennis. Prairie Vista Golf Course was the focus. It was the most heavily used course in the City and the highest revenue generating one. She recommended that \$250,000 be used to resurface a portion of the cart paths at this course. This would in turn ensure the large fees associated with play at the course would be maintained. Without this improvement, high green fees could not be maintained. The third item was Sunnyside Park. Sunnyside Park was a great opportunity to bring the west side community together with the Boys & Girls Club and other similar groups to update this park. She recommended a community build for the park's renovation. Both the YMCA and YWCA have programs that use soccer fields and suggested that the City remain sensitive to the use by such groups. Anything that can be done to increase positive use of the park would be an asset to the community. She believed that Miller Park was one of the City's greatest jewels. She addressed the Pavilion's failing infrastructure. The City could spend \$1 million on the Pavilion if funding allowed. Other improvements to the park included storage areas, a performing arts pavilion, etc. The Lincoln Leisure Center lacked central air conditioning. The Center cannot be used for day camps in the summer due to high heat and Central Catholic High School (CCHS) currently allows groups that would generally use the Center to use CCHS's cafeteria free of charge. A geothermal system should be considered the next time the parking lot is replaced.

Alderman Schmidt complimented Ms. Herakovich regarding the analysis and presentation. She questioned why Prairie Vista Golf Course was not investing revenue to renovate items such as the cart paths.

Ms. Herakovich informed the Council that golf course revenue was insufficient for capital projects. Golf course revenue was recently used to replace the HVAC, (Heating, Ventilating & Air Conditioning), system. Rounds of golf played around the country were down. The advice was that an upturn was predicted in the next five (5) years.

Mr. Hales discussed long term plans and revenue currently covered operating costs associated with City's golf courses. It was unlikely that this revenue would be able to cover all the capital costs as well. The City had to remain competitive regarding fees to retain rounds of play. The reality was that the capital expenditures will not be covered by revenue. The City would have to look to the General Fund or other sources to cover these costs.

Alderman Fruin supported the twelve (12) credible projects presented. His opinion regarding CT would not be expansion, but maintenance. It might be helpful to team up with the Town of Normal and see if the Town had a pending parks & recreation grant. He questioned funds budgeted from last year to improve Prairie Vista Golf Course. He believed those dollars had been removed by Council. He cited improvements made to Illinois State University's Wiebring Golf Course and Normal's Ironwood Golf Course. If the City did not improve Prairie Vista Golf Course, the City may lose players to competitor's golf courses. He restated his support of the projects as presented. He would like to ask the City, Mayor Renner, Senator Brady, and Springfield, whether the City would be better off focusing on one (1) project, rather than the three (3) focused projects presented.

Ms. Herakovich acknowledged same as a good point. She had debated what would be politically appropriate considering the City's needs. Many different issues were considered: Miller Park's roads and storm water issues, etc. These items would require a study to be conducted. She recommended the City consider budgeting for same in the upcoming year. If only one (1) project would be recommended, she selected Prairie Vista Golf Course cart paths or Miller Park improvements. An impressive new park could be completed for \$750,000.

Alderman Lower thanked Ms. Herakovich for her efforts. He had seen Senator Brady at a function during the week. Senator Brady mentioned projects at hand and a follow-up meeting was scheduled. This led to a two (2) hour discussion. There was a misconception that the money involved would be used for a new park. The decision for a new park was decided 2008 - 2009 by then Mayor Steve Stockton. However, the Council voted it down. Senator Brady checked with his Ethics Officer in terms of the Republican Caucus and the dollars were put on hold as a standard procedure. The money must be spent within the 'new' district. The 'new' district did not cover the entire City and the money cannot be spent anywhere within the City.

Mayor Renner stated that the language of the law clearly states that use is permitted within Bloomington for parks and trails in general.

Alderman Lower believed that the language meant the money should be used on 'bricks and mortar' needs and should not be spent on a golf course.

Mayor Renner restated the focus should be on the City's priorities.

Alderman Lower believed this was not a Council decision. The Council could make recommendations. He discussed a variety of needs with Senator Brady: the old Connect Transit Building, the City's south side, and street infrastructure, (i.e. Bunn/Hamilton or Lafayette St.). Senator Brady stated the caucus' focus would be to generate jobs and impact the local economy.

Alderman Sage thanked Ms. Herakovich for her assistance. He requested more detail on the maintenance and expansion needed for CT.

Ms. Herakovich noted Rt. 66 to Towanda, the Towanda North design, as well as connection points. The largest portion of resurfacing would occur on present trails.



Alderman Sage noted that a majority of the \$300,000 allocated would be focused on expansion over maintenance. Ms. Herakovich stated that the majority, more than \$200,000, was directed towards resurfacing.

Alderman Sage expressed his concerns regarding golf courses. The Council had tried to convert to Enterprise Fund to boost revenue and cover operational/capital expenses. It appeared that was not going to happen. He questioned if the City should be in the golf course business. He did not see golf course paths as a good focus for the City. The money would be better spent on CT, Sunnyside Park, or even other playground equipment. He understood time constraints and the amount of work taken to pull this together. He supported CT and Sunnyside, but not Prairie Vista Golf Course improvements.

Alderman Hauman thanked Ms. Herakovich for the presentation. She believed that part of the CT resurfacing included in the presentation had been resurfaced this summer. She requested estimated completion dates. Ms. Herakovich informed the Council that the goal was completion within two (2) years.

Alderman Hauman questioned if there was a plan to build a cricket field. Ms. Herakovich stated that there was a cricket field at Pepperidge Park. Parks staff was working on influencing more use of same.

Alderman Black thanked Ms. Herakovich for the presentation. His patience was worn on trying to determine uses for these dollars. He was anxious to free Council's time on this issue and make a decision. He was not in favor of the Prairie Vista Golf Course path improvements. He believed that CT resurfacing and Sunnyside Park were great avenues for the money. He hoped that no more staff time would be spent on the issue.

Alderman Stearns thanked Ms. Herakovich for her services. She agreed with Alderman Black that time on this issue was a problem and that the path chosen by the Council was not viable. She questioned if there was a timeline for a decision. The Council was at the point where citizens deserved to be involved in the decision and should be engaged. Golf has been a topic since she began serving on Council almost eight (8) years ago. She questioned which course was the mostly heavily used and hoped that Council would prioritize the funds available and how they would be used. She was not a fan of improving golf courses due to the fact that cities were closing golf courses all over the country. This was a national issue and that must be considered. She favored Sunnyside Park and improving infrastructure because her focus was public benefit.

Alderman Mwilambwe was in favor of resurfacing CT. CT served multiple purposes: transportation and recreation. He was concerned about expansion with regard to expenses. He understood that there would be comparisons from individuals wondering why one (1) project was funded over another. The key was where the money would be better spent.

## SOLID WASTE

Mayor Renner introduced the topic.

Mr. Hales requested that Council consider adjusting solid waste fees further. Solid waste fees were an Enterprise Fund. Last year, based upon projections, Council made decisions on what needed to be adjusted, but there were other issues that needed to be addressed. He cited the City's Fund Balance Policy. Council needed to be aware that solid waste funding needed to be looked at again to address revenue and/or expenditures adjustments. He thanked City staff for their assistance.

Information was presented to the Council during the Work Session.

Jim Karch, Public Works Director, addressed the Council. He provided the scope of refuse services provided. City staffing was cross referenced and employees actually serve multiple jobs during the year depending on the season. Extensive reporting and work had been done to gain a better understanding of what the City needed and how Council's goals have been addressed. He addressed the City's response to the 2009 recession. Council adopted an Enterprise Fund Policy. The goal of an enterprise fund was self-sufficiency. The Solid Waste fund was currently being subsidized by the General Fund. Solid Waste was not self-sufficient. An extensive study had been done following the most recent changes. The study focused on cost recovery. Council passed a refuse fee rate increase over a three (3) year period. The new plan allowed citizens to pay based on the amount of refuse, (i.e. pay as you throw). The City also looked at other ways for cost recovery such as automation, recycling, low income discounts, adjustment to bulk waste fees, etc.

Mr. Karch thanked the Finance Department for their assistance in helping pull the numbers together for the presentation. The FY 2015 performance was analyzed: revenue was \$5.4 million; expenses were \$7.8 million, leaving a \$1.5 million difference. The original revenue projections were not met. A study was done in 2013 to further analyze the system. Raftilus Financial Consultants, Inc. conducted the study. The original focus for the City was made on a two (2) cart system; however, Council went with a three (3) cart system. Another factor was the number of citizens that selected the smaller cart was larger than anticipated. In addition, a number of mobile home parks chose to opt out of City refuse collection which equated to the loss of 1,300 mobile homes. All of these factors had a direct effect on the numbers.

Mr. Karch addressed bulk waste cost. Forty percent (40%) of expenses and sixty percent (60%) of all labor in the Solid Waste Fund were related to the bulk waste/brush program. The Finance Department staff assisted with the analysis regarding bulk waste/brush. Each bucket dumped cost \$100 each. He presented four (4) options for Solid Waste funding: 1.) continue with no change, which required a subsidy from the General Fund; 2.) fast forward the phased in rate increases and implement the 2016 rate schedule on January 1, 2015; 3.) phase in bulk pickup increases; and 4.) a combination of 2 and 3. Council would need to continue looking at the bulk waste/brush program and determine how the program would continue.

Alderman Sage clarified that the actual cost per month to citizens for 'everyday waste' was \$27. He questioned if the City was aware how much a private firm would charge citizens.

Mr. Karch believed the question was difficult to answer because by looking at multiple cities, it was discovered that different communities provided a variety of service levels making comparison difficult.

Alderman Sage suggested that instead of considering raising fees, the Council consider reducing service levels.

Mr. Karch noted the Council would need to make a policy level decision. The key questions were what the City wanted to and how Council would decide what to pay for.

Alderman Schmidt believed when Council first visited this issue, the decision included looking at the issue once the City had more experience. It was time for Council to focus on the issue and seek citizen input. She requested that Mayor Renner and Mr. Hales assist to make this a priority and for Council to provide a quick turnaround.

Mr. Hales stated that Council now had real projections and it would be a great time to pull together an ad hoc committee to provide Council with input.

Alderman Lower requested that Mr. Karch breakdown figures for bulk waste and actual toter pickup on a weekly basis. Mr. Karch responded about \$16 of the \$27 cost refuse fee covered labor costs.

Alderman Fruin believed that the question in the community was why the City's refuse cost was higher than the Town of Normal. Mr. Karch responded that changes would continue, solid waste would continue to increase, while citizens were looking for ways to save by downsizing toters.

Mr. Hales stated that Normal also subsidized solid waste services. The Town only used two (2) cart sizes. Normal was also having some refuse funding issues and were anticipating a fee increase.

Alderman Stearns questioned the current recycle diversion rate.

Mr. Karch noted that seventy-six percent (76%) of citizens participate in recycling. This was a forty-two percent (42%) increase since single stream was implemented. Recycling directed tonnage away from the landfill which provided savings to the City.

Alderman Stearns commented on bulk waste. One (1) issue in her ward was bulk waste being placed on the streets. She was a big advocate of charging a fee for bulk waste. It was a detriment to neighborhoods and property values. Solid waste was a basic service that the City should subsidize.

Alderman Mwilambwe thought decreased service levels were not the answer and would have negative consequences. He questioned if there had been any change in the amount of bulk waste. Mr. Karch responded affirmatively, (i.e. decreased).

Alderman Black had responded to a number of telephone calls regarding bulk waste. His ward wanted to see bulk waste collection continue. His ward was uncomfortable with the cost, and he would not support a fee increase. He supported service reductions. He was open to a discussion about fees being tied to location, (i.e. zones).

## PROCUREMENT

Mayor Renner introduced the topic.

Mr. Hales addressed the proposed a text amendment and added that this proposal was a major update and rewrite. Finance/Procurement staff and Corporation Counsel had worked effortlessly and the goal was to increase efficiency.

Jon Johnston, Procurement Manager, addressed the Council. He had been working on the proposed Text Amendment since July 2013. The goal was to increase efficiency and effectiveness. The changes were needed to meet legislative changes, economy changes, etc. The reason the Council adopted the City Code limit of \$10,000 for sealed bids was because at that time the state limit was \$10,000 for non-home rule cities. The state lifted the \$10,000 limit eight to ten (8 - 10) years ago. The Procurement Office was currently limited because there were only two (2) staff positions dedicated to purchasing. During FY 2014, there were approximately 30,000 transactions that the City made totaling more than \$75 million dollars. The Procurement Office utilized various avenues in an effort to increase effectiveness. Overall input he received was that the bid thresholds were too low. The low limits effected department purchasing and the management limitations decreased time efficiency. He would like procurement staff to be able to work smarter, faster and more efficient. The recommended ordinance would provide several changes: 1.) City Manager would execute contracts after Council authorized them; 2.) bid limit would be raised from \$10,000 to \$25,000; 3.) City Manager would provide authorized procurements for up to \$50,000 if the proper bidding or request for proposals were followed; 4.) City Manager, along with the Finance Department, would provide procurement regulation and policy changes; 5.) City Manager has the ability to sign employment contracts or contracts with employment agencies and tax repayment agreements; 6.) bid waiver resolutions would not be required for joint purchases, sole source or limited source, certain professional services, or emergency procurements; 7.) City Manager would have the authority to waive bid and direct payments for routine purchases; and 8.) City Manager would have the authority to procure necessary and compatible software. The recommendations represented improved time and cost efficiency.

Ken Bays, Asst. Police Chief, addressed the Council. He expressed his opinion that the current purchasing policy meant that the City spent nickels to save pennies. He addressed the amount of staff time devoted to the formal bid process. He believed this was a loss of City money and time due to the \$10,000 bid limit. It has taken two (2) months for bids to be returned, this delayed fulfillment of department needs and lengthen time involved. Ultimately requests were approved because the bid was prepared to meet the department's needs. If a request is questioned then it is reviewed further. This situation might still occur if the limit is raised.

Les Siron, Deputy Fire Chief - Operations, addressed the Council. He recently turned in a Procurement Memo for the EMS contract. It had been budgeted at \$17,000. He addressed the time spent writing, researching, and obtaining City Manager approval, only to be notified by the Procurement Office that it should have been submitted as a Council memorandum as it exceeded the \$10,000 limit. He re-wrote the memorandum, obtain legal review, placed it in the Council folder for City Manager review and placement on a Council Meeting agenda. This was a sole source contract and the only fulfillment option was McLean County Area EMS. He expressed his opinion that the lengthy process could have been avoided.

Alderman Sage questioned the day in the life of a purchase order. Mr. Johnston informed the Council that a typical bid took up to twenty (20) hours of staff time across departments and with a complicated bid the time could reach sixty (60) hours.

Alderman Sage requested a picture of the checks and balances not just numbers. Mr. Johnston offered to prepare a report for the Council.

Alderman Schmidt was pleased that Council would look at this issue again.

Alderman Lower's focus was transparency.

Motion by Alderman Hauman, seconded by Alderman Black to adjourn. Time 6:51 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk



FOR COUNCIL: January 12, 2015

SUBJECT: Bills and Payroll

**RECOMMENDATION/MOTION:** Recommend 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 January 8, 2015.

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

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales  
City Manager

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

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

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





FOR COUNCIL: January 12, 2015

SUBJECT: Appointment to the Citizens Beautification Committee and Airport Authority Board

**RECOMMENDATION/MOTION:** Recommend that the Appointment be approved.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods.

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

**BACKGROUND:** I ask your concurrence in the appointment of Laurel Schumacher of 2004 Ebo Lane, Bloomington 61704 to the Citizens Beautification Committee. Her three (3) year term will expire April 30, 2018.

I ask your concurrence in the appointment of John Hanson of 21 Buckhurst Circle, Bloomington 61704 to the Airport Authority Board. His five (5) year term will expire April 30, 2018. Mr. Hanson is replacing Aaron Quick who has been serving as the board's chairman since May.

Parties interested in receiving City appointments can fill out a Statement of Interest in Mayoral Appointment to a Board, Commission, or Committee. Council maintains the right to review all forms submitted.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Asst.

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner  
Mayor



**Attachments:** Attachment 1. Board Roster  
Attachment 2. Board Roster

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Motion: **That the Appointments be approved.**

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			

Citizen's Beautification Committee

Staff/Chair(date appt'd)	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Home Phone	Work Phone	Cell Phone	Fax Number	Email	Attendance Last 12 Meetings	Reappointment
		VACANT															
		Robin	VanDermay	3011 Carlene Dr	Bloomington	IL	61704	04/30/17	05/12/14	2014	662-3716			530-3091	vankir3011@yahoo.com		
		Patricia	Marton	1114 E Grove St	Bloomington	IL	61701	04/30/17	05/12/14	2014	829-3647				pmarton61701@yahoo.com		
Vice Chair		Martha	Burk	904 S. Clinton	Bloomington	IL	61701	04/30/16	03/24/14	2010	827-3958	828-9500	826-9586		mjburk@ilstu.edu		
		Sue	Floyd	608 N Lee	Bloomington	IL	61701	04/30/16	03/24/14	2010	828-9536	556-5025	824-9536		suelyn9536@aol.com		
		Patricia	Morin	1405 N Clinton Blvd	Bloomington	IL	61701	04/30/15	08/22/11	2011	846-5422				patricia.morin@comcast.net		
		Marlene	Gregor	107 W Market St	Bloomington	IL	61701	04/30/15	08/22/11	2011	829-3951		828-8838		marlenegregor@aol.com		
Chair (1/23/2014)		Josh	Barnett	55 Brookshire Green	Bloomington	IL	61704	04/30/15	08/22/11	2011				287-0790	barnett.josh.w@gmail.com		
		Anne	Driskell	1228 Bancroft Dr	Bloomington	IL	61704	04/30/15	09/12/11	2011	661-2605	735-8524			anne.driskell.hdul@statefarm.com		
		Valerie	Dumser	809 W. Washington	Bloomington	IL	61701	04/30/16	09/24/12	2012	557-0039		275-0258		grandmavalerie@gmail.com		
		Amy	Davis	501 S. Clayton St	Bloomington	IL	61701	04/30/16	10/22/12	2012			828-5674		amy.davis1@frontier.com		
		Erica	Larkin	909 Snyder Dr	Bloomington		61701	04/30/17	05/28/13	2013							
Ex-officio		Jan	Lauderman	4 Oxford Ct	Bloomington	IL	61704										

Staff		Jeff	Hindman	Parks & Recreation								434-2280					
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**Details:**  
 Term: 4 years (3 years as of 5/1/2014)  
 Term Limit per City Code: 3 terms/9 years  
 Members: 12 members, 1 ex-officio member  
 Number of members the Mayor appoints: 12  
 Type: Internal  
 City Code:  
 Required by State Statute: No  
 Intergovernmental Agreements:  
 Funding budgeted from COB for FY2014:  
 Meetings: 4th Thurs of each month at 7:00pm - Blm Library Community Room

Number of Vacancies: 1  
 Number of Expired Board Members (Blm Appointments only): 2  
 Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:**

## Airport Authority Board

Staff/Chair	First Name	Last Name	Street	City	State	Zip	Expiration		Appointment Date	Year First Appt	Home Phone	Work Phone	Cell Phone	Fax Number	Email	Attendance Last 12 Meetings	Mayor Appointed
Chair	Aaron	Quick	115 Spring Ridge Dr.	Bloomington	IL	61704	04/30/18	Bloomington	05/28/13	2008	661-4625	663-8436			aquick@f-w.com		x
	David	Colee	2807 Kolby Ct.	Bloomington	IL	61704	04/30/17	Bloomington	05/28/12	May. 2007	662-5101				dsblcolee@aol.com	12	x
	Alan	Sender	1007 Broadway	Normal	IL	61761	04/30/17	Normal	01/01/12	Jan. 2008	454-1758						
	Earl	Kingman	206 Riss Dr	Normal	IL	61701	04/30/15	McLean Co. Board appt.	05/28/10	Oct. 2005	452-8095						
	Kurt	Bock	19 Lavendar Lane	Bloomington	IL	61704	04/30/18	McLean Co. Board appt.	05/28/13	May. 2008							
	J. Jay	Allen	1205 Broad Creek Rd	Bloomington	IL	61704	04/30/16	McLean Co. Board appt.	05/28/11	May. 2006	661-1719	253-8517					
	Beth	Whisman					04/30/19	Normal	05/28/14	May. 2014							
Executive Dir	Carl	Olson															

### Details:

Term: 5 years  
Term Limit per City Code: None  
Members: 7  
Number of members the Mayor appoints: 2 (in gray above)  
Type: Multi-Jurisdictional  
City Code:  
Required by State Statute: Yes (cite)  
Intergovernmental Agreements:  
Funding budgeted from COB for FY2014:  
Meetings: 2nd Tuesday of each month at 4:30pm - Airport Conference Room

Number of Vacancies: 0  
Number of Expired Board Members (Blm Appointments only): 0  
Number of Expired Board Members Eligible for Reappointment:

FOR COUNCIL: January 12, 2015

SUBJECT: Award the Sewer & Storm Water Rate and Impact Fee Study/Analysis Request for Qualifications #2013-17

**RECOMMENDATION/MOTION:** Recommend that the Sewer and Storm Water Rate and Impact Fee Study be awarded to Raftelis Financial Consultants in the amount of \$76,970 and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Facilities and Goal 5. Great Place-Livable, Sustainable City.

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

**BACKGROUND:** The Finance, Public Works, and Water Departments have participated in a Request for Qualifications for a Sewer and Storm Water rate and impact fee analysis/study. After a comprehensive proposal and interview process the procurement team selected Raftelis Financial Consultants.

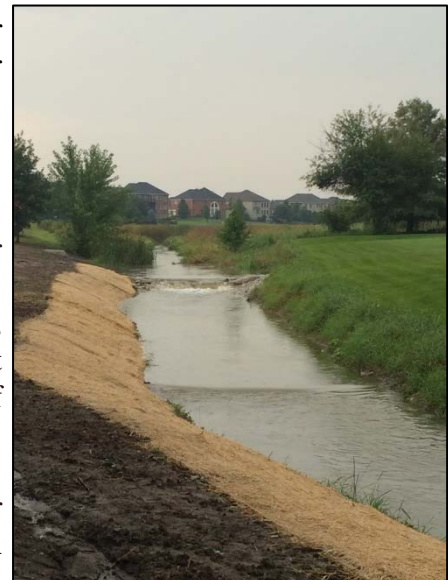
Raftelis was founded in 1993 to provide services that help utilities function as sustainable organizations while providing the public with affordable prices. Raftelis has become one (1) of the leading experts in utility financial, rate and management analysis and works with hundreds of utilities across the United States to develop pricing and cost of service models. Raftelis has authored and co-authored many industry standards for the American Water Works Association (AWWA) and the Water Environment Federation (WEF).

Raftelis will utilize recently completed Sewer and Stormwater Master Plans to develop long term strategies to pay for infrastructure needs and anticipated changes to operations.

### **FEE INFORMATION**

**Storm Water Utility** Bloomington created a “Storm Water Utility” in 2004 used as a vehicle for storm water management. Storm water management includes streams, detention basins, storm sewers and half the expense of combined sewers. It provides regulation to private properties to reduce water runoff impact on adjacent properties.

Sanitary sewer billing is based on metered water billing. Water usage does not equate to impact on the storm water system. A



measure for storm water is the amount of impervious material on a property – house, driveway, garage, shed, parking areas, etc. Impervious material is material that does not readily absorb water; it causes water runoff. The City bills by Impervious Area Units. One (1) IAU equals one thousand (1,000) square feet of impervious area.

Revenue from the Storm Water Utility Fee is designated for expenses related to storm water. The money cannot be used elsewhere. Storm Water was designated as an Enterprise Fund, meaning that the Utility should pay all storm water expenses (and contains a reserve). Rates for the Utility have not changed since its establishment in 2004, making the ability to fund projects limited. The 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans identified \$36,136,000 in potential spending related to storm water over the next twenty (20) years. None of these projects are funded under the existing rate structure.

<b>Storm Water Utility Rates for Bloomington, IL</b>	
<b>Single-Family and Duplexes</b>	
Small Parcels (gross area less than or equal to 7,000 ft <sup>2</sup> )	\$2.90/month
Medium Parcels (gross area greater than 7,000, less than or = 12,000 ft <sup>2</sup> )	\$4.35/month
Large Parcels (gross area greater than 12,000 ft <sup>2</sup> )	\$7.25/month
<b>Parcels other than Single-Family and Duplexes</b>	
Base charge per Impervious Area Unit (IAU)	\$1.45/month
Parcels less than or equal to 4,000 ft <sup>2</sup> are charged flat rate equivalent of 4 IAUs	\$5.80/month
Parcels greater than 4,000 ft <sup>2</sup> are charged for actual number of IAUs or for 4 IAUs, whichever is greater.	

*Property owners who make certain storm water accommodations on their property to lessen storm water impact can qualify for credits up to 50%.*

**Sanitary Sewer:** Two (2) governing bodies charge for sanitary sewer services in Bloomington: The City and the Bloomington and Normal Water Reclamation District. Fees are separate. The City last raised its rate on January 1, 2012, when it began charging \$1.60 per 100 cubic feet of water. Sanitary sewer also operates as an Enterprise Fund. Revenue from the sanitary sewer fee is designated for expenses related to wastewater. The money cannot be used elsewhere.



The 2014 Stormwater and Sanitary Sewer Master Plans identified \$83,291,000 in potential spending over twenty (20) years. Few of these proposed items can be funded currently.

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

**FINANCIAL IMPACT:** Costs for the complete analysis are \$76,970 The FY 2015 budget appropriated \$50,000 in both the Storm Water and Sewer Operations for a total of \$100,000.

The following two (2) account codes will evenly share the cost of the rate study: (1) Sewer Operations, 51101100-70220 Other Professional and Technical Services; and (2) Storm Water Operations, 53103100-70220 Other Professional and Technical Services.

Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 158 and 168.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Public Works Director  
Stephen Rasmussen, Assistant City Manager

Financial & Budgetary review by: Carla A. Murillo, Budget Manager  
Patti-Lynn Silva, Finance Director

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment I. Agreement

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Motion: That the Sewer and Storm Water Rate and Impact Fee Study be awarded to Raftelis Financial Consultants in the amount of \$76,970 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 Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Painter							
				Mayor Renner			



January 5, 2015

Jim Karch  
Director of Public Works  
City of Bloomington  
109 E. Olive St.  
Bloomington, IL 61701

Dear Mr. Karch:

We appreciate the opportunity to be of service to the City of Bloomington (the “City”) and present this engagement letter to provide Financial Planning and Modeling services for the City’s wastewater and stormwater utility.

We have developed the following project approach based upon our extensive experience in completing financial analyses for other utilities while taking into account the considerations identified by the City in our previous discussions with the City. We have used a similar project approach on many of our wastewater and stormwater financial planning and rate projects for utilities throughout the United States.

#### **TASK 1 – PROJECT INITIATION AND MANAGEMENT**

We believe that the execution of a productive kick-off meeting is the most effective way to begin a project of this nature. The goals for this meeting include:

- Providing a forum to finalize the work plan and schedule with City staff;
- Discussing the City's preliminary pricing objectives;
- Ensuring that we have an understanding of the overall goals of the study;
- Providing an opportunity for City staff to meet and become comfortable with the project staff from RFC;
- Providing an opportunity for our staff to meet and develop a working relationship with City staff; and
- Reviewing the data needs for the project.

Accomplishing these objectives will help to ensure that the project progresses as smoothly as possible.

Prior to the kick-off meeting, we will prepare a detailed data request list that will identify the information needed to complete the various analyses. Information that is typically required to perform a comprehensive cost of service study includes, for example, recent Comprehensive Annual Financial Reports (CAFR); recent and current utility budgets; a description of service areas; current and historical billing data; utility plant in service records; debt service schedules; the water, wastewater, and stormwater master plans, and a long-term capital improvement plan. Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs. We will also prepare a comparison of the City's existing utility rates to



neighboring communities in Illinois as a basis for discussion during the kick-off meeting to review the City's existing rates and determine if additional types of fees may be appropriate to be analyzed and considered for use by the City's utilities.

### ***Data Collection and Review***

As part of this task, we will conduct interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, master planning, and political environments. Existing rate policies and ordinances will be reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to each of the funds including rates, costs, customers, usage, demand patterns, capital spending, plant in service and revenues generated, to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. During the data collection and review, we will begin to identify assumptions used to project revenues and costs that will be integrated into our model. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions make sense with regard to each of City's utility systems.

### ***Project Management***

For this project to be successful, it will require significant management oversight throughout and regular communication with the client. We anticipate preparing monthly status reports that summarize the hours expended, tasks accomplished, assignment, upcoming schedule, and any significant problems encountered with suggested solutions. In addition, we recommend that we have regularly scheduled conference calls with the City's project manager, perhaps on a weekly basis.

## **TASK 2 – UNITS OF SERVICE AND CURRENT REVENUE ANALYSIS**

Projecting future units of service and developing realistic per capita consumption estimates is one of the single most difficult tasks that a utility faces each year. The reason for this is that there are several unforeseeable factors that can affect consumption. A particularly rainy or dry season, unforeseen population growth or decline, and commercial and industrial customers moving in and out of the City's service area can have a dramatic effect on consumption. However, projecting consumption is also one of the most important tasks that a utility faces. These projections directly affect user rates which in turn determine how much cash a utility will collect. If a utility overestimates consumption then rates will be too low leading to revenue under recovery, a deficit and decreasing fund balances. Yet, if a utility underestimates consumption then revenue over recovery occurs and this can be met with public scrutiny because of unjustly high rates.

Comprehensive operation and customer billing information will be collected to classify customers and project units of service over the planning period. To help the City gain a better understanding of trends in its units of service, we will examine local and regional usage patterns as they relate to climate change, customer demand, and population growth. Based on demographic data, we will calculate a growth rate for the population in the area. Moreover, we will study available historical consumption of the City's different customer types in order to get a corresponding usage and growth rate for each type. As a result of these analyses, the Project Team will be able to develop projections of units of service for the forecast period under various scenarios. The Project Team will also examine the City's current customer

classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. The Project Team will also examine the City's basis for billing wastewater and determine if changes may be appropriate. We will then calculate the revenues under current rates at projected units of service to understand the potential revenues realizable. We will then compare these revenues to the revenues requirements forecast in the financial plan developed in Task 3 to understand the magnitude of the potential shortfall under the current rates.

### **TASK 3 – DEVELOPMENT OF FINANCIAL PLANS**

An important element in conducting a comprehensive financial analysis is to review the comprehensive long-range financial plan for the City's wastewater and stormwater utilities. In preparing the plan, we will analyze the City's current policies and practices for funding its operations, capital facilities plans, and debt service requirements. We will review the replacement and refurbishment program based on age and condition of the system and provide recommendations on appropriate funding levels for each. As appropriate, and as discussed with the City staff, we will consider various financing options, or combination of options, such as operating revenue, new debt issuance and other fees.

We will assist the City in achieving a suitable balance among the financing options when developing the proposed financial plans which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as prudent reserves;
- Meet the City's service policies and objectives;
- Fairly distribute financing responsibility to appropriate users; and
- Result in an appropriate capital structure so that the City obtains a high rating with bond rating agencies.

Maintaining detailed financial plans will ensure that the City's wastewater and stormwater utilities are operating in a revenue self-sufficient manner and meeting debt covenant requirements.

**Review and Evaluate Current Financial Information and Recommend Financial Policies and Programs**  
As part of this task, we will evaluate the City's operating and capital reserve requirements, financial and rate policies and recommend appropriate changes to the existing policies that will allow the utilities to most effectively meet its financial goals. These financial policy requirements will include review of direct cost allocations to ensure they are properly aligned with the appropriate fund; review of overhead distribution to ensure equitably recovery of costs from each fund; identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of Capital Improvement Program (CIP), if needed; and debt service coverage. These policies will all be designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency.

#### ***Develop Revenue Requirements***

This task will include the projection of budget items, such as annual costs related to labor, power, materials, capital expenditures, plant investment, operating and maintenance (O&M) expenses, reserve

contributions, and debt service coverage using assumptions based on different economic factors and growth trends.

We will develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations and current economic trends. We will examine the effect of variations in factors that impact the utility's revenue requirements and provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to make adjustments to expenses, reserve balances or schedule capital projects to smooth rate impacts and maintain financial stability. Our model will include the capability to examine alternative scenarios in terms of units of service as well as level of capital expenditures and funding options for the expenditures to examine the impact on ratepayers of the alternatives.

#### ***Develop Ten-year Cash Flow Analysis***

We will develop ten-year cash flow analyses to determine the revenue adjustments needed to meet projected revenue requirements for the ten-year planning period, minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements. We will also review reserves policies to recommend appropriate reserves balances, such as operating, capital, rate stabilization, etc., consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls due to climate change.

#### ***Proposed Rate Adjustments***

For each of the various scenarios that may be developed during this Task (with each scenario potentially representing different projections of demand, O&M expenses, or CIP funding plans) we will determine the rate adjustments necessary to meet the financial objectives of the City. In determining these rate adjustments we will examine all of the utilities revenue sources including impact fees, land disturbance permits, and any other sources of revenue that may be available for each utility.

#### **TASK 4 –IMPACT FEE AND LAND DISTURBANCE PERMIT FEE REVIEW**

In addition to the user charges, an important component of revenues for the utilities are the impact fee for the wastewater utility and the land disturbance permit fee for the stormwater utility. We will examine the basis for each of these current fees and determine any changes and/or increases to the fees that are appropriate given the information provided by the City.

#### **TASK 5 –FINANCIAL PLANNING MODEL DEVELOPMENT**

At the heart of any successful financial planning study is the computer model that is used to project units of service and revenue, forecast revenue requirements, and determine rate adjustments. The model must be sophisticated enough to perform the complex calculations involved in the analysis and yet still be simple enough to allow for future updates by City staff without the need for extensive training.

The City will be provided with functional copies of the wastewater and stormwater financial planning models at the conclusion of the study for future use and update by City staff, the City's consultants, or other parties the City may wish to provide the model to.

**TASK 6– REPORTS AND PRESENTATIONS**

***Draft Report***

The draft report will document the financial planning process and present the results of the financial analyses. The draft report will also include any policies and procedures necessary to implement the recommendations of this study, including any recommended for potential fees or charges that could be implemented in addition to those already collected by the City. The report will be provided to the City in electronic format (Microsoft Word and/or Adobe Acrobat format) for their review and comment.

***Final Report***

The Project Team will incorporate City staff's comments of the draft report into a final report. Upon finalization of the report the City will be provided with the report in electronic format (Microsoft Word and/or Adobe Acrobat format). In addition to the final report, the City will also be provided with electronic copies of the final financial planning model as discussed in Task 5 in Microsoft Excel format.

***Presentations***

We will present the findings of the study to the City as directed by City Staff. We will prepare a PowerPoint presentation for each presentations and provide hard copies for the presentation and an electronic copy of the presentation. Our proposed pricing includes one presentation of the results to the City Council or other group as identified by the City.

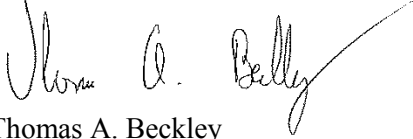
Our proposed price for this work is a not-to-exceed cost of \$76,970 as shown in the table below. We will invoice time and expenses monthly.

**TASK DESCRIPTION**

	<b>Hours Requirements</b>						
	<b>Raftelis Financial Consultants</b>						
	<b>Stannard</b>	<b>Beckley</b>	<b>Reading</b>	<b>Locklear</b>	<b>Drat</b>	<b>Fitts</b>	<b>Admin</b>
<b>Task 1 - Project Initiation and Management</b>	4	12		4	12	4	4
<b>Task 2 - Units of Service and Current Revenue Analysis</b>	2	8		2	24	8	
<b>Task 3 - Development of Financial Plans</b>	2	12	2	8	40	32	
<b>Task 4 - Impact Fee and Land Disturbance Permit Fee Review</b>	2	10	2	8	40	16	
<b>Task 5 - Financial Planning Model Development</b>	2	4		2	12	8	
<b>Task 6 - Reports and Presentations</b>	2	16		12	16	12	4
<b>Total Estimated Hours</b>	14	62	4	36	144	80	8
<b>Billing Rate</b>	\$ 375	\$ 240	\$ 270	\$ 240	\$ 170	\$ 170	\$ 70
<b>Professional Fees</b>	\$ 5,250	\$ 14,880	\$ 1,080	\$ 8,640	\$ 24,480	\$ 13,600	\$ 560
<b>Total Professional Fees</b>							<b>\$ 68,490</b>
<b>RFC Technology/Communications Charge</b>							<b>\$ 3,480</b>
<b>Estimated Travel Expenses</b>							<b>\$ 5,000</b>
<b>Total Fees and Expenses</b>							<b>\$ 76,970</b>

Thank you for your time and consideration, we appreciate this opportunity to be of service to the City. If you have any questions about this proposal or any other issue we can be of assistance with, please feel free to contact me at (816) 285-9024 or tbeckley@raftelis.com.

Sincerely,  
RAFTELIS FINANCIAL CONSULTANTS, INC.



Thomas A. Beckley  
Senior Manager

We accept the terms of this engagement letter:

Signature	Date
Title	Printed name of authorized agent



FOR COUNCIL: January 12, 2015

**SUBJECT:** Waive the Formal Bid Process and Contract with Hanson Professional Services, Inc. to Provide Construction Inspection for the Evergreen Lake Bridge Superstructure Replacement Project

**RECOMMENDATION/MOTION:** Recommend that the Formal Bid Process be waived, the agreement with Hanson Professional Services, Inc., Springfield, be approved, the Mayor and City Clerk be authorized to execute the necessary documents at a cost not to exceed of \$14,200 and the Resolution adopted.

**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 Evergreen Lake Spillway Bridge Superstructure Replacement Project was awarded by Council to Stark Excavating, Inc. on October 27, 2014. To date Stark has removed the old deck and both pier caps, and will now begin performing concrete repairs on the abutments and replacement of the pier caps. All work is scheduled for completion by May 15, 2015. Engineering Technician personnel are performing daily construction observation duties, however, the upcoming concrete repair work requires structural engineering expertise to identify what areas need to be repaired. Hanson Professional Services prepared the construction plans for this project and have Licensed Structural Engineering personnel experienced in performing the needed work.

The agreement with Hanson Professional Services, Inc. would authorize up to ten (10) site visits to perform construction inspection requiring a structural engineer at a cost not to exceed of \$14,200.00.

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

**FINANCIAL IMPACT:** This expenditure was budgeted in the Water Transmission and Distribution – Engineering Services account (50100120-70050). Stakeholders may locate this in the budget book titled “Other Funds & Capital Improvement Program” on pages 280 and 325.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Project Engineer

Reviewed by: Brett Lueschen, Interim Director of Water  
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: 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. Agreement

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Motion: That the Formal Bid Process be waived, the agreement with Hanson Professional Services, Inc., Springfield, be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution be adopted.

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

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

**RESOLUTION NO. 2015 -**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES  
TO PERFORM CONSTRUCTION INSPECTION AT THE EVERGREEN LAKE  
BRIDGE FROM HANSON PROFESSIONAL SERVICES, INC. AT A COST NOT TO  
EXCEED OF \$14,200**

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 Engineering Services for Construction Inspection from Hanson Professional Services, Inc. at a cost not to exceed of \$14,200.

ADOPTED this 12<sup>th</sup> day of January, 2015.

APPROVED this \_\_\_ day of January, 2015.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



# Professional Services Agreement

## C12L0147A

This Agreement is made this 13<sup>th</sup> day of December, 2014 between the City of Bloomington, Illinois, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Evergreen Lake Bridge Construction Observation, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (L-D) are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

**Hanson Professional Services Inc.**

**City of Bloomington, Illinois**

By: 

By: \_\_\_\_\_

Title: SENIOR VICE PRESIDENT

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

Date: 12-15-14

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



**Professional Services Agreement  
C12L0147A  
Attachment A – Scope of Services**

**Agreement Date:** December 13, 2014

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**Project:** Evergreen Lake Bridge Construction Observation

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**Project Description:**

The Evergreen Lake Spillway Bridge is currently under construction to replace the superstructure. As part of that project, the City of Bloomington has requested that Hanson Professional Services Inc. provide assistance with construction observation of superstructure replacement.

**Services:**

The Scope of Services to be provided is limited to the following:

1. Construction Observation Site Visits (Assume 10 visits)
  - a. Each visit will be as requested by the City at key milestones throughout the demolition of the existing superstructure and pier caps and construction of the proposed work. Hanson will assist the City with a punchlist of remaining work items required for substantial completion.
  - b. A site visit report will be generated and submitted to the City in electronic format.
  - c. Each visit is assumed to include travel time from our Springfield office, observation time in the field, and preparation of the site visit report.



**Professional Services Agreement**  
**C12L0147A**  
**Attachment B – Charges for Services**

**Agreement Date:** December 13, 2014

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**Project:** Evergreen Lake Bridge Construction Observation

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**Basis of Charges:**

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus direct job expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

**Estimate of Cost:**

It is estimated the total cost to accomplish the Scope of Services for this project will be \$14,200. Hanson agrees not to exceed \$14,200 without prior notification to the Client.



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## General Conditions

Hanson Agreement: C12L0147A

Agreement Date: December 13, 2014

Project Name: Evergreen Lake Bridge Construction Observation

**1 Invoices:** Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

**2. Termination:** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

**3. Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

**4. Standard of Care:** Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

**5. General Liability Insurance and Limitation:** HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

**6. Suspension of Services:** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

**7. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

**8. Contingency Fund:** The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

**9. Additional Limitation:** In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the

Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

**10. Personal Liability:** It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

**11. Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**12. Statutes of Repose and Limitation:** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

**13. Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

**14. Authority and Responsibility:** HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

**15. Right of Entry:** CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

**16. Utilities:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

**17. Job Site:** Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in

accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

**18. Opinions of Cost:** Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

**19. Shop Drawing Review:** CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

**20. Certifications:** The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

**21. Client-Provided Services and Information:** CLIENT will provide all criteria and information pertaining to the project in CLIENT's possession, and any requirements or budgetary limitations. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents, information and services.

In performing services hereunder, it is understood by CLIENT that HANSON is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests.

**22. Indemnification:** CLIENT shall indemnify, release and hold HANSON and its employees harmless from any liability above such amount stated in Article 9. CLIENT further expressly waives any right of subrogation it may have against HANSON above such limitation, and agrees to defend, indemnify and hold HANSON harmless for any subrogation claims of third-parties above such limitation.

**23. Maintenance of Structures and Systems:** CLIENT agrees that structures and systems studied, reviewed, analyzed or designed by HANSON are dependent upon CLIENT's continued operation and maintenance of the project structures and systems in accordance with all permits, laws, and regulations that permit the construction and operations of the structure(s) and systems including any operations and maintenance plans prepared by HANSON. Should CLIENT fail to maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, HANSON shall have no liability to CLIENT, and CLIENT shall indemnify, release and hold HANSON and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against HANSON.

**24. Litigation Support:** In the event HANSON is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which HANSON is not a party, CLIENT shall reimburse HANSON for reasonable costs in responding and compensate HANSON at its then standard rates for engineering services when gathering information and documents and shall pay HANSON its standard rates for providing expert witness services when attending depositions, hearings, and trial. If HANSON is made a party to any litigation concerning CLIENT's flood control structures, CLIENT shall reimburse HANSON for all costs of defense pending a final determination of HANSON's professional liability. If HANSON is found by a court of competent jurisdiction to have been negligent, HANSON shall reimburse CLIENT the

costs of defense paid by CLIENT, and shall satisfy any judgment up to HANSON's limitation of liability. Any amount in excess of HANSON's limitation of liability shall be paid by CLIENT.

**25. Visual Observations:** For visual observations, CLIENT hereby releases, holds harmless, indemnifies and agrees to defend HANSON against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being observed, that are not readily discernible by external visual observation through reasonable efforts.

**26. Confidentiality:** Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

**27. Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

**28. Severability:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**29. Survival:** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

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**30. Entire Agreement:** This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

**31. Modification to the Agreement:** CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

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





FOR COUNCIL: January 12, 2015

SUBJECT: Intergovernmental Agreement with McLean County for 2015 Booking Services

**RECOMMENDATION/MOTION:** Recommend that the Intergovernmental Agreement with McLean County Sheriff's Department for 2015 Booking Services be renewed, in the amount of \$25,572, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially Sound City Providing Quality Basic Services

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

**BACKGROUND:** For several years an intergovernmental agreement has been in effect between the City of Bloomington and McLean County Sheriff's Department for retention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

The term of agreement is January 1, 2015 to December 31, 2015, renewable on a year to year basis. The fee for booking services has increased by 3% from \$24,838 to \$25,572.

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

**FINANCIAL IMPACT:** The cost of the agreement for one (1) year is \$25,572 (\$2131 per month). This cost is budgeted in Police Department – Other Purchased Services account (10015110-70690). Stakeholders can locate this in the budget book titled "Budget Overview & General Fund" on page 251.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth A. Bays, Assistant Chief

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Intergovernmental Agreement

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Motion: That the Intergovernmental Agreement with McLean County Sheriff's Department for Booking Services be renewed, in the amount of \$25,572, 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			

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF McLEAN  
AND  
THE CITY OF BLOOMINGTON**

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Five Thousand Five Hundred and Seventy Two Dollars and no Cents (\$25,572.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand One Hundred and Thirty One Dollars and no Cents (\$2,131.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2015 through December 31, 2015. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Brendan Heffner, Chief of Police  
Bloomington Police Department  
305 S. East  
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy  
McLean County Sheriff's Department  
104 West Front Street  
P.O. Box 2400  
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

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**APPROVED:**

\_\_\_\_\_  
Tari Renner, Mayor, City of Bloomington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brendan Heffner, Chief of Police, City of Bloomington

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Tracey Covert, City Clerk, City of Bloomington

\_\_\_\_\_  
Date

**APPROVED:**

*Matt Sorensen*

Matt Sorensen, Chairman, McLean County Board

*11/18/2014*

Date

*Mike Emery*

Mike Emery, Sheriff of McLean County

*11/20/2014*

Date

**ATTEST:**

*Kathy Michael*

Kathy Michael, Clerk of the County Board of  
McLean County, IL

*11/18/2014*

Date



FOR COUNCIL: January 12, 2015

SUBJECT: Third (3<sup>rd</sup>) Tolling Agreement with McLean County Land Trust CC-1

**RECOMMENDATION/MOTION:** Recommend that the Third (3<sup>rd</sup>) Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third (3<sup>rd</sup>) Amendment is the final amendment to the Fox Creek Annexation Agreement. It effectively replaces the original annexation agreement and the first (1<sup>st</sup>) two (2) amendments, and became the parties' agreement. The City contends that pursuant to the parties' agreements, the owner owes development fees, additional work on a detention basin, and on sidewalks in the twelfth (12<sup>th</sup>) addition of the Fox Creek Subdivision. Paragraph eighteen (18) of the Third (3<sup>rd</sup>) amendment provided that: This Agreement shall be enforceable for a period of twenty (20) years from the date of passage of the annexation ordinance contemplated by this agreement." Ordinance No. 1994-41, which ratified the amendment, was approved on April 26, 1994. The term of the annexation agreement ends on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within five (5) years from the date the cause of action accrued, whichever is later".

On April 14, 2014, the City approved a tolling agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. This agreement gave the parties an additional six (6) month period during which the parties were able to work together in good faith to resolve their differences and reach resolution. During the tolling period, the parties also waive any defense by way of any statute of limitations which would otherwise arise during such period.

The term of that tolling agreement expired on April 14, 2014. A Second (2<sup>nd</sup>) Tolling Agreement was entered into extending the period to January 13, 2015.

Although the parties have resolved nearly all of the outstanding issues, additional time is needed to draft the necessary amendments to the annexation agreements and to finalize the details of the settlement. Accordingly, the parties desire to enter into a third (3<sup>rd</sup>) tolling agreement to extend

the period until June 13, 2015, to waive any defense by way of any statute of limitations which would otherwise arise during such period.

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

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

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Third Tolling Agreement

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Motion: That the Third (3<sup>rd</sup>) Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

### **THIRD TOLLING AGREEMENT**

This Third (3<sup>rd</sup>) Tolling Agreement is made and entered into on this 12<sup>th</sup> day of January, 2015, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

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

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

WHEREAS, the third (3<sup>rd</sup>) amendment to the original annexation agreement effectively replaced the original annexation agreement and the first (1<sup>st</sup>) two (2) amendments, and became the parties’ agreement;

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

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

WHEREAS, the City contends that pursuant to the parties’ agreements the Owner owes the City development fees and additional work on a detention basin and on sidewalks in the twelfth (12<sup>th</sup>) addition of the Fox Creek Subdivision;

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



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

WHEREAS, the parties previously entered into a Tolling Agreement dated April 14, 2014, to provide six (6) months to negotiation resolution to the outstanding issues and subsequently entered into a Second (2<sup>nd</sup>) Tolling Agreement on October 13, 2014, to allow three (3) more months of negotiation; and

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

WHEREAS, to allow the parties time to finalize a resolution to the pending issues, including the adoption of any necessary amendments to the annexation agreement, the parties desire and find it in their best interests to enter into this Third (3<sup>rd</sup>) Tolling Agreement to allow an additional five (5) months of negotiation and finalize and approve any necessary documents.

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

1. The “Effective Date” shall mean the date of April 14, 2014.
2. The “Termination Date” shall mean the date of June 12, 2015.
3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the

Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.

4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.

5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014 and/or the extension date within the original Tolling Agreement of October 14, 2014 or Second (2<sup>nd</sup>) Tolling Agreement of January 13, 2015.

6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of an amendment to the annexation agreement have been met, the parties will execute a fourth (4<sup>th</sup>) amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A. Adoption of the Exhibit A attached hereto, and the requirements for same, shall replace the requirements in paragraph 6 of the Tolling Agreement dated April 14, 2014 and Second Tolling Agreement dated October 13, 2014.

City of Bloomington, Illinois,  
A Municipal Corporation

By: \_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

\_\_\_\_\_  
Tracey Covert, City Clerk

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

\_\_\_\_\_  
David Fedor, as Trustee

**EXHIBIT A**

**FOURTH AMENDMENT TO ANNEXATION AGREEMENT**

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September I, 1993, herein referred to as “**Owner**”.

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

WHEREAS, this is the fourth (4<sup>th</sup>) amendment to the original annexation agreement dated December 10 and 11, 1990, which was previously amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third (3<sup>rd</sup>) amendment to the original annexation agreement effectively replaced the original annexation agreement and the first (1<sup>st</sup>) two (two) amendments, and became the parties' agreement;

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

WHEREAS, the parties desire to amend their agreement to extend the period of time during which their agreement may be enforced to provide an additional period of time as set forth herein to try and reach agreement with respect to outstanding issues concerning fees owed, a detention basin and completion of the punch list for the twelfth (12<sup>th</sup>) addition of the Fox Creek Subdivision.

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

7. Paragraph 18 of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11 is amended by eliminating the current language and replacing it in its entirety with the following language:

18. This Agreement shall be enforceable up through and including June 13, 2015. This Agreement is binding upon the parties hereto, and their heirs, successors and assigns.

8. Except as amended as set forth above, all of the provisions of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11, 1991 are unchanged and remain enforceable.

City of Bloomington, Illinois,  
A Municipal Corporation

By: \_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

\_\_\_\_\_  
Tracey Covert, City Clerk

\_\_\_\_\_  
David Fedor, as Trustee of McLean County  
Land Trust CC-1 dated September 1, 1993



FOR COUNCIL: January 12, 2015

SUBJECT: Agreement with New World Systems for Standard Software Maintenance

**RECOMMENDATION/MOTION:** Recommend that the three (3) year Agreement with New World Systems for a Standard Software Maintenance Agreement in the amount of \$318,615 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:** New World Systems is the provider of the Computer Aided Dispatch system utilized by the Bloomington Communications Center. The Computer Aided Dispatch system is utilized daily in the processing and dispatching of emergency and non-emergency calls for service for the Bloomington Police and Fire Departments. This standard software maintenance agreement provides upgrades, including new releases, to the Licensed Standard Software, temporary fixes to the software, revisions to licensed documentation, routine and emergency telephone support, and user group access. This agreement protects one of the most vital computer systems in place in the City. The agreement allows the City to maintain a defined level of service to the public, including such services as Automated Vehicle Location technology and Fire Priority Dispatch System protocols. The City and New World have been partners since 2005.

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

**FINANCIAL IMPACT:** The total cost of the agreement is \$318,615. The impact by fiscal year is as follows:

FY 2015: \$49,874  
FY 2016: \$102,741  
FY 2017: \$109,433  
FY 2018: \$56,567

The term of the agreement is 02/01/2015 to 01/31/2018. Funds in the amount of \$49,405 are budgeted in the FY 2015 Communication Center-Repair/Maintenance Office & Computer Equipment (10015118-70530). Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 262.

Respectfully submitted for Council consideration.

Prepared by: Darren R. Wolf, Communications Center Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1: Bloomington, IL - 3 year SSMA (ON FILE IN CLERK'S OFFICE)

Motion: That the three (3) year Agreement with New World Systems for a Standard Software Maintenance Agreement in the amount of \$318,615 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**Item 7H.**

**New World Systems Corporation  
Standard Software Maintenance Agreement**

**(ON FILE IN CLERK'S OFFICE)**





FOR COUNCIL: January 12, 2015

SUBJECT: Agreement with T2 Systems Inc., to provide online hosting services for the T2 Flex Parking Management System

**RECOMMENDATION/MOTION:** Recommend that the Agreement be approved with T2 Systems Inc. and that the Procurement Manager be authorized to issue a purchase order in the amount of \$18,475.

**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 T2 Flex software system is used by Parking staff to manage and streamline daily operations of parking space rental and violations. It is a critical component of achieving the high level of customer service. The hosting agreement for the T2 Flex parking management solution is sold solely through T2 Systems, Inc., of Indianapolis, IN. The recommended hosting agreement with T2 Systems will lower overall costs associated with supporting the parking management system while still maintaining a strong, resilient solution. By moving the solution from a City-hosted model to a T2 hosted and managed solution, it will also free staff time currently required to manage the server and database infrastructure used by the current system.

In 2004, the City implemented the T2 Software System to administer the parking violations issued by the parking attendants and the Police Department. The implementation was highly successful. The City implemented multiple features such as handheld ticket writers, scheduled invoice printing, and automatic license plate retrieval with the State of Illinois.

As staff continues to explore new and updated methods of utilizing the full capacity of the T2 parking management system, the need to provide an online payment and account management solution has been identified. Today, customers expect the convenience of paying fines and dues, and managing their account, from the convenience of their home computer or mobile device. Staff have identified a two (2) step plan: (1) migrate the City-hosted solution to a T2-hosted (cloud) model; (2) work T2 to implement the online services within the T2 cloud. This request is for step one of this plan.

The City hosts the T2 Software System on infrastructure within the Information Services (IS) Department. While a City-hosted model is appropriate for many City systems, IS is looking for vendor-hosted (cloud-based) opportunities. A vendor-hosted system can save IS staff time related to ongoing management of software updates, server hardware and server operating system.

In researching the option of moving to a vendor-hosted (cloud) model for the T2 parking management solution, IS staff considered the benefits of City-hosted versus T2-hosted solutions:

#### Current City Hosted Solution:

- Currently, there are two (2) internal servers supporting the T2 system, one (1) physical server and one (1) virtual (internal cloud) server. The physical server operates using an Oracle database, which is the foundation of the T2 system. The virtual server runs the web-based application providing end user interface.
- The physical server is aging and is in need of either replacement or a transition into the internal cloud.
- The T2 system is the only City application left operating on the Oracle database. It is not compatible with the current City database platform standard (Microsoft SQL Server). For upcoming T2 upgrades, the Oracle version will also need to be upgraded.
- Yearly maintenance costs for the Oracle database software is \$8,023. An annual cost for maintenance for the server hardware is \$125, and combined costs for both server (physical and virtual) operating systems is approximately \$1,000.
- As a result of implementing the T2 online payment solution, two (2) more City hosted servers (most likely internal cloud-based, not physical) will be required.

#### Proposed T2 Hosted Solution:

- Manage all server hardware, operating system, Oracle database and software, including all necessary updates required for each.
- Dropping annual maintenance for Oracle database backend, along with hardware and operating system software maintenance.
- Focus on supporting the current standard database platform (MS SQL Server) rather than trying to support two (2) separate platforms. Each platform is highly technical and requires significant ongoing training in order for staff to provide support.
- T2 is responsible for maintaining any future security requirements related to the software. Payment card security requirements (PCI-DSS), for example, are no longer an issue for staff.
- T2 is responsible for any servers needed to implement the online payment solution, and infrastructure needed for any future module implementations.
- The City will retain control of the data and T2 will not sell any customer data.

As part of the City’s Enterprise Resource Planning (ERP, MUNIS) project, staff analyzed whether parking management could be moved from T2 to an integrated MUNIS module. It was determined that MUNIS could not meet the very specific functional requirements provided by the software platform. The system is specifically designed for the management of parking services and MUNIS has no competing module. As T2 modifications, and the MUNIS implementation, move forward, staff will complete the process of fully interfacing T2 with the MUNIS system. This integration will strengthen the internal control framework for the parking and non-moving violations in addition to the monthly parking cards receivable issued to residents.

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

**FINANCIAL IMPACT:** After one-time costs related to the migration from City-hosted to a T2-hosted solution, ongoing annual costs for identical T2 functionality will be almost identical. Annual T2 software maintenance costs are required for either a City-hosted or T2-hosted solution, so these would be identical.

New costs related to T2 hosting will be offset by no longer having to pay for yearly Oracle database, server hardware, and server operating system maintenance costs. The table below compares costs between the City-hosted and T2-hosted solutions. Line items in bold text are those that make up the total for this memo’s request.

<b><u>City Hosted (current)</u></b>		<b><u>T2 Hosted (proposed)</u></b>	
Annual Oracle DB Maintenance	\$8,023	<b>Year1 T2 Base Hosting Fee</b>	<b>\$4,000</b>
Annual Server Hardware Maintenance	\$125	<b>Year1 Online Payment Hosting Fee</b>	<b>\$3,000</b>
Annual Server OS Maintenance	\$1,000		
Annual T2 Software Maintenance	\$17,743	Annual T2 Software Maintenance	\$17,743
Annual Recurring Cost Total	\$26,891	Year1 Recurring Cost Total (includes yearly hosting costs)	\$24,743
		Year2 Recurring Cost Total (estimate includes yearly hosting costs)	\$27,193
		Year3 Recurring Cost Total (estimate includes yearly hosting costs)	\$27,665
		<b>One-time hosting transition costs</b>	<b>\$8,550</b>
One-time 3 <sup>rd</sup> Party Billing Interface Costs	\$2,925	<b>One-time 3<sup>rd</sup> Party Billing Interface Costs</b>	<b>\$2,925</b>
		<b>Total for T2 Hosting Migration</b>	<b>\$18,475</b>

First (1<sup>st</sup>) year cost for the T2 hosting component (includes base hosting fee and online payment hosting fee) is \$7,000. Second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year maintenance costs are projected to be \$9,450 and \$9,922.50 respectively. These costs would again be offset by eliminating the annual purchase of Oracle database software maintenance, server hardware, and server operating system maintenance (\$10,289 first year).

Staff is requesting approval to contract with T2 Systems, Inc. to transition from a City-hosted to a T2-hosted solution for a total first year cost of \$18,475.

Funds were appropriated in the Parking Operations – Repair/Maintenance Office & Computer Equipment account (10015490-70530). Stakeholders may located this in the budget book titled “Budget Overview & General Fund” on page 325.

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Maintenance Statement  
Attachment 2. Proposal

---

Motion: That the Agreement be approved with T2 Systems Inc. and that the Procurement Manager be authorized to issue a purchase order in the amount of \$18,475.

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			



# Flex Upgrades and Database Maintenance

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# FLEX UPGRADES AND DATABASE MAINTENANCE

As a T2 Hosted customer, T2 is responsible for coordinating upgrades to T2's Flex software as well as maintaining the customer's Oracle database and server that it resides on. These specific items are listed as follows.

## FLEX UPGRADES

T2 regularly schedules upgrades as a new version of Flex is released. Interested parties will receive an e-mail notification with information on when the upgrade will take place. The customer has an opportunity to respond to these e-mail notifications requesting the upgrade take place on another date should they desire. In addition, the Flex Message of the Day functionality is used, notifying every user who logs into Flex about the upgrade.

## ORACLE UPDATES AND PATCHES

T2 is also responsible for general care and feeding of the Oracle server as well as the customer database. Windows security patches are applied monthly to the Oracle server while Oracle security updates are applied quarterly as they are released by Oracle. These updates are done during T2's regularly scheduled outage windows from either 5 AM to 6 AM Eastern (daily) or Monday morning 12 AM to 2 AM (weekly).

## T2 HOSTED VS SELF-HOSTED

It is worth noting that T2 provides these benefits to a customer that is specifically hosted by T2 Systems. Any customer that is self-hosting the T2 Flex software in an environment either in house or in any other hosting environment not specific to T2, will be responsible for both the Flex upgrade and Oracle server/database maintenance.





**T2 Systems – Confidential Quotation**

For: City of Blooming, IL –Hosting

Quote Issued: 12/12/2014

Quote Expires: 1/31/2015

Quote ID: 00000668

**General Information**

**Bill To:**

City of Bloomington, IL  
 109 E. Olive Street  
 Bloomington, Illinois 61701

**Ship To:**

City of Bloomington, IL

**Prepared By:**

Sean Sheeran

**Prepared For:**

Ken Swanberg

**Subscriptions**

Product Name	Quantity	Sales Price	Discount	Year 1 Total	Year 2 Total	Year 3 Total
T2 Flex eBusiness Hosting Fee	1.00	USD 3,000.00		USD 3,000.00	USD 3,150.00	USD 3,307.50
T2 Flex Hosting Fee	1.00	USD 4,000.20		USD 4,000.20	USD 6,300.00	USD 6,615.00

**Services**

Product Name	Quantity	Sales Price	Discount	Year 1 Total	Year 2 Total	Year 3 Total
Custom Task – Third Party Billing	1.00	USD 2,925.00		USD 2,925.00		
Transition from Self-Hosted to T2 Hosted	1.00	USD 8,550.00		USD 8,550.00		

Year One Total    Year Two Total    Year Three Total  
**Total Annual Investment:**    USD 18,475.20    USD 9,450.00    USD 9,922.50

All prices quoted are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including, without limitation, occupation, property, excise, sales, or use taxes but excluding any taxes based on the income of T2 Systems. If the Customer claims an exemption from any such taxes, it is the Customer's

responsibility to provide all documentation required by the appropriate taxing authorities.

## Quote Acceptance Information

**Account Name:** City of Bloomington, IL

**Print Name:** \_\_\_\_\_

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

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

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

**Company Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

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

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

## Terms & Conditions

### Terms & Conditions

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T2 Systems has made every effort to insure that all relevant information pertaining to the requested software, hardware and implementation services has been included in this quotation. Please check this quotation carefully. Our goal is to provide the most accurate information possible.

## T2 Provides

Your Subscription Fee provides for the use of the Software, fixes, patches and updates to the Software and Support Services. T2 releases, on average, two upgrades per year.

## Maintenance and Support

Normal business hours for Support staff are Monday–Friday from 8am to 8pm EST, excluding T2 approved holidays. Support for critical issues is available 24x7x365 via our emergency support process.

## Payment Terms

Ongoing T2 Flex software (including handheld software) and hosting fees are billed annually and payable on the anniversary of the date the Flex software is accessible by your organization (Activation Date).

Travel and Shipping costs are an estimate. Actual travel and shipping costs will be billed separately.

Initial installation is billed on the following schedule:

### Flex

Upon receipt of a purchase order, T2 will invoice 50% of the value for all items listed under Professional Services. An additional 25% will be invoiced when first sample is delivered, and the remaining 25% at 'go live' of Flex on the Activation Date.

eBusiness development will be billed 50% upon receipt of purchase order and the remaining 50% upon delivery. Credit card processing and internet payment gateway relationships are handled by the customer.

Data conversion and interfacing will be billed 50% upon purchase order. T2 will bill an additional

25% when first sample is delivered and the remaining 25% upon completion.

Handheld and T2 Flex Point of Sale hardware will be invoiced 100% upon shipment.

## PARCS

PARCS hardware totaling over \$100,000.00 will be invoiced 30% upon receipt of purchase order, 30% due at delivery to the distributor, and 40% upon when installed.

PARCS hardware purchased under \$100,000.00 will be invoiced 100% upon shipment of the hardware.



FOR COUNCIL: January 12, 2015

**SUBJECT:** Application of OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on February 20, 2015

**RECOMMENDATION/MOTION:** Based upon the report from the Liquor Hearing, the Liquor Commissioner recommends that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fundraiser to be held on February 20, 2015 from 6:00 to 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St., contingent upon compliance with all applicable health and safety codes.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to consider the application of OSF St. Joseph Medical Center Foundation for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. Present at the hearing were Liquor Commissioners Tari Renner; and Tracey Covert, City Clerk; and Jennifer Sedbrook, Executive Director and Applicant representatives.

Commissioner Renner questioned the purpose of this application. Jennifer Sedbrook, Executive Director and Applicant representative, began by informing the Commission that this application was for a fund raiser for the OSF St. Joseph Medical Center Foundation to be held at the Eastland Medical Plaza I Atrium on Friday, February 20, 2015 from 6:00 to 8:30 p.m. This request was for a Limited License for a nonprofit corporation.

She reminded the Commission that this was an annual event. She believed that this would be the event's nineteenth year and the seventh time to host it in February. World Tour, A Sampling of International Beer, Wine, Spirits and Food, involved tasting cups to serve the beer, wine and spirits.

Commissioner Renner questioned who would act as servers. Ms. Sedbrook noted that OSF was working Friar Tuck located at 2401 Maloney Dr. No orders can be accepted at the event. Acceptance of same would be the point of sale.

Ms. Sedbrook noted that this year would mark this event's eighteenth or nineteenth anniversary. The event was originally held at Central Station. This will be the sixteenth year for it to be held on the OSF campus. There also were corporate sponsors for this event.

Ms. Sedbrook noted that last year all of the food had been donated which made a positive impact upon the Foundation's pledge. This year, the event would offer spirits for tasting. An example would be offering Irish whiskey at the Ireland table.

Ms. Sedbrook estimated the event attendance at 250. The event recognized OSF/St. Joseph's donor base. Dollars raised from this year's event will be used to meet the Foundation's pledge to the hospital. These dollars will be directed towards a new high bred OR project. This type of operating room would be the first of its type in the area. A high bred OR offered shorter surgery and recovery time which resulted in higher patient satisfaction

Commissioner Renner informed the Applicant that the license fee would be waived as in the past.

Commissioner Renner stated his recommendation that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fund raiser to be held on February 21, 2014 from 6:00 - 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St.

Motion carried, (viva voce).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The agenda for the 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. License fee waived.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

Motion: That an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fundraiser to be held on February 20, 2015 from 6:00 to 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St., contingent upon compliance with all applicable health and safety codes.

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

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

MINUTES OF THE BLOOMINGTON  
LIQUOR COMMISSION

December 12, 2014

The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to consider the application of OSF St. Joseph Medical Center Foundation for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. Present at the hearing were Liquor Commissioner Tari Renner; and Tracey Covert, City Clerk; and Jennifer Sedbrook, Executive Director and Applicant representatives.

Commissioner Renner questioned the purpose of this application. Jennifer Sedbrook, Executive Director and Applicant representative, began by informing the Commissioner that this application was for a fundraiser for the OSF St. Joseph Medical Center Foundation to be held at the Eastland Medical Plaza I Atrium on Friday, February 20, 2015 from 6:00 to 8:30 p.m. This request was for a Limited License for a nonprofit corporation.

She reminded the Commissioner that this was an annual event. She believed that this would be the event's nineteenth year and the seventh time to host it in February. World Tour, A Sampling of International Beer, Wine, Spirits and Food, involved tasting cups to serve the beer, wine and spirits.

Commissioner Renner questioned who would act as servers. Ms. Sedbrook noted that OSF was working Friar Tuck located at 2401 Maloney Dr. No orders can be accepted at the event. Acceptance of same would be the point of sale.

Ms. Sedbrook noted that this year would mark this event's eighteenth or nineteenth anniversary. The event was originally held at Central Station. This will be the sixteenth year for it to be held on the OSF campus. There also were corporate sponsors for this event.

Ms. Sedbrook noted that last year all of the food had been donated which made a positive impact upon the Foundation's pledge. This year, the event would offer spirits for tasting. An example would be offering Irish whiskey at the Ireland table.

Ms. Sedbrook estimated the event attendance at 250. The event recognized OSF/St. Joseph's donor base. Dollars raised from this year's event will be used to meet the Foundation's pledge to the hospital. These dollars will be directed towards a new high bred OR project. This type of operating room would be the first of its type in the area. A high bred OR offered shorter surgery and recovery time which resulted in higher patient satisfaction.



Commissioner Renner informed the Applicant that the license fee would be waived as in the past.

Commissioner Renner stated his recommendation that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fundraiser to be held on February 20, 2015 from 6:00 - 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St.

Motion carried, (viva voce).

Commissioner Renner informed the Applicant that this item would appear on the January 12, 2015 City Council Consent Agenda. He encouraged her to attend this meeting.

There being no further business before the Commission, the meeting adjourned at 1:27 p.m.

Respectfully,

Tracey Covert, CRM, CMC, RMC  
City Clerk



FOR COUNCIL: January 12, 2015

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 28, 2015

**RECOMMENDATION/MOTION:** Recommend that the Ordinance be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Jim Marshall and Cori Bloodworth to allow moderate consumption of alcohol at their March 28, 2015, wedding reception to be held at the Miller Park Pavilion. 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 Jim Marshall, groom and Cori Bloodworth, bride and requestors' representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Jim Marshall and Cori Bloodworth, groom and bride, addressed the Commission. The wedding ceremony and reception would be held at the Miller Park Pavilion on March 28, 2015. It would start around 4:00 p.m. and end at 11:00 p.m. They anticipated 150 - 200 guests. Redbird Catering, located at 1507 N. Main St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Jim Marshall and Cori Bloodworth to allow moderate consumption of alcohol at the Miller Park Pavilion for their March 28, 2015 wedding reception be approved.

Motion carried, (viva voce).

City business practices permit Miller Park Pavilion to host events serving alcohol from November 1<sup>st</sup> to March 31<sup>st</sup> of each year. Events serving alcohol must receive prior approval from both the Liquor Commission and Council in order to host such an event.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the December 9, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Reviewed By:

Debbie Bohannon, Parks, Recreation, & Cultural  
Arts Office Manager

Recommended by:

Tari Renner  
Mayor

**Attachments:** Attachment 1. Ordinance

---

Motion: That the Ordinance be passed.

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

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

**ORDINANCE NO. 2014 -**

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

WHEREAS, Jim Marshall and Cori Bloodworth are planning to hold their wedding reception at the Miller Park Pavilion from 4:00p.m. to 11:00p.m. on March 28, 2015; and

WHEREAS, Jim Marshall and Cori Bloodworth have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on March 28, 2015 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 12<sup>th</sup> day of January.

APPROVED this \_\_ day of January.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

MINUTES OF THE BLOOMINGTON  
LIQUOR COMMISSION

December 9, 2014

The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Jim Marshall and Cori Bloodworth to allow moderate consumption of alcohol at their March 28, 2015, wedding reception to be held at the Miller Park Pavilion. 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 Jim Marshall, groom and Cori Bloodworth, bride and requestors' representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Jim Marshall and Cori Bloodworth, groom and bride, addressed the Commission. The wedding ceremony and reception would be held at the Miller Park Pavilion on March 28, 2015. It would start around 4:00 p.m. and end at 11:00 p.m. They anticipated 150 - 200 guests. Redbird Catering, located at 1507 N. Main St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Jim Marshall and Cori Bloodworth to allow moderate consumption of alcohol at the Miller Park Pavilion for their March 28, 2015 wedding reception be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's January 12, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting adjourned at 4:02 p.m.

Respectfully,

Tracey Covert, CRM, CMC, RMC  
City Clerk



FOR COUNCIL: January 12, 2015

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on February 14, 2015

**RECOMMENDATION/MOTION:** Recommend that the Ordinance be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Richard Jones II and Aimee Wheeler to allow moderate consumption of alcohol at their February 14, 2015, wedding reception to be held at the Miller Park Pavilion. 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 Aimee Wheeler, bride and requestor's representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Aimee Wheeler, bride, addressed the Commission. The wedding ceremony and reception would be held at the Miller Park Pavilion on February 14, 2015. It would start around 5:00 p.m. and end at 11:00 p.m. They anticipated 100 guests. Western Tap, located at 1301 N. Western Ave., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Richard Jones II and Aimee Wheeler to allow moderate consumption of alcohol at the Miller Park Pavilion for their February 14, 2015 wedding reception be approved.

Motion carried, (viva voce).

City business practices permit Miller Park Pavilion to host events serving alcohol from November 1<sup>st</sup> to March 31<sup>st</sup> of each year. Events serving alcohol must receive prior approval from both the Liquor Commission and Council in order to host such an event.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the December 9, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Reviewed By:

Debbie Bohannon, Parks, Recreation, & Cultural  
Arts Office Manager

Recommended by:

Tari Renner  
Mayor

**Attachments:** Attachment 1. Ordinance

---

Motion: That the Ordinance be passed.

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

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



**ORDINANCE NO. 2014 -**

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

WHEREAS, Richard Jones II and Aimee Wheeler are planning to hold their wedding reception at the Miller Park Pavilion from 5:00p.m. to 11:00p.m. on February 14, 2015; and

WHEREAS, Richard Jones II and Aimee Wheeler have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on February 14, 2015 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 12<sup>th</sup> day of January.

APPROVED this \_\_ day of January.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

MINUTES OF THE BLOOMINGTON  
LIQUOR COMMISSION

December 9, 2014

The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Richard Jones II and Aimee Wheeler to allow moderate consumption of alcohol at their February 14, 2015, wedding reception to be held at the Miller Park Pavilion. 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 Aimee Wheeler, bride and requestor's representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Aimee Wheeler, bride, addressed the Commission. The wedding ceremony and reception would be held at the Miller Park Pavilion on February 14, 2015. It would start around 5:00 p.m. and end at 11:00 p.m. They anticipated 100 guests. Western Tap, located at 1301 N. Western Ave., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Richard Jones II and Aimee Wheeler to allow moderate consumption of alcohol at the Miller Park Pavilion for their February 14, 2015 wedding reception be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's January 12, 2015 Consent Agenda. He encouraged her to attend same.

There being no further business before the Commission, the meeting adjourned at 4:04 p.m.

Respectfully,

Tracey Covert, CRM, CMC, RMC  
City Clerk



FOR COUNCIL: January 12, 2015

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 1, Camp Eagle Pointe, from James W. McCriskin and Nancy J. McCriskin to Nancy Jean McCriskin.

**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 November 2014. The septic system appeared to be functioning normally at that time. The septic tank was pumped on November 12, 2014 but should be checked regularly. The age of the sewage disposal system is twenty-one (21) 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, (\$0.15 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$271.43 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease Income (50100140 – 57590). Stakeholders can find 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: Brett Lueschen, Interim Water Director  
Steve Rasmussen, Assistant 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. Map  
Attachment 2. Ariel View  
Attachment 3. Lease

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Motion: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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



25093

25089

25085

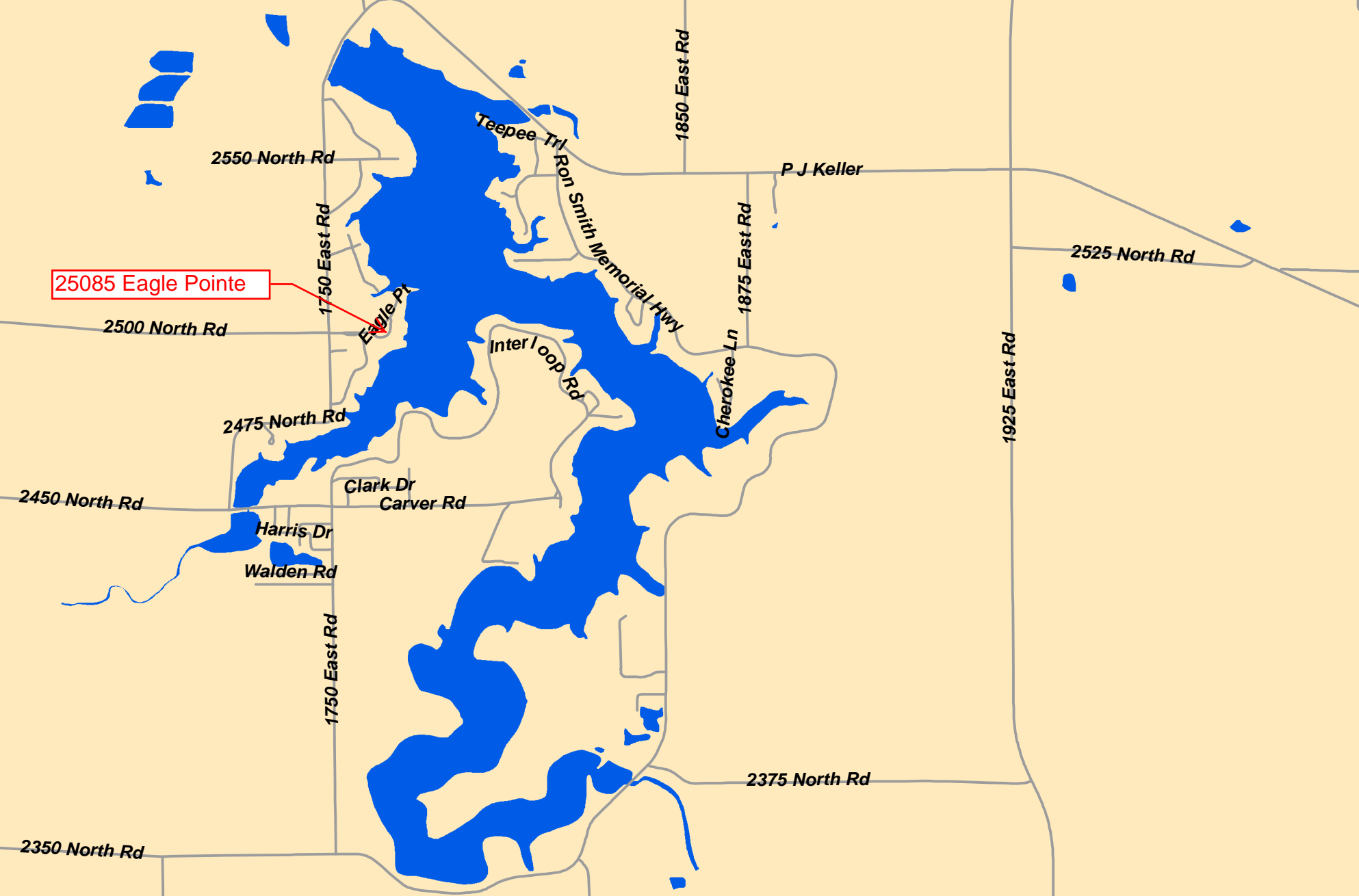
25081

25029

*Eagle Pt*

*Wood Thrush Cir*

25085 Eagle Pointe  
Lot: 1  
Block: 0  
Camp: Eagle Pointe



25085 Eagle Point

Eagle Pt

2550 North Rd

2500 North Rd

2475 North Rd

2450 North Rd

Harris Dr

Walden Rd

2350 North Rd

1750 East Rd

1850 East Rd

1875 East Rd

1925 East Rd

Teepee Trl  
Ron Smith Memorial Hwy

P J Keller

2525 North Rd

Interloop Rd

Clark Dr  
Carver Rd

Cherokee Ln

2375 North Rd



FOR COUNCIL: January 12, 2015

SUBJECT: Petition from Hawthorne Commercial Park, LLC, Requesting Approval of a Final Plat for the Twelfth (12<sup>th</sup>) Addition to Hawthorne Commercial Subdivision

**RECOMMENDATION/MOTION:** Recommend that the Final Plat be approved and the Ordinance approved subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.

**STRATEGIC PLAN LINK:** Goal 3. Grow the Local Economy.

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

**BACKGROUND:** This subdivision is located between Leslie Dr. and Woodbine Dr., generally west of Towanda Barnes Rd., and south of GE Rd. The property is currently zoned B-1, Highway Business District. A retirement facility is planned for the site.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Hawthorne Commercial Park, LLC.

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

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works  
Steven Rasmussen, Asst. 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:

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

David A. Hales  
City Manager



- Attachments:**
- Attachment 1. Petition
  - Attachment 2. Ordinance
  - Attachment 3. Legal Description
  - Attachment 4. Final Plat
  - Attachment 5. Final Plat Map
  - Attachment 6. Final Plat Checklist
  - Attachment 7. Tap on Fee Memo

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

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			

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

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

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

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

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

Respectfully submitted,

By \_\_\_\_\_

**ORDINANCE NO. 2015 - \_\_\_\_\_**

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

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

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

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

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

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

1. That the Final Plat of the Twelfth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 12<sup>th</sup> day of January, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

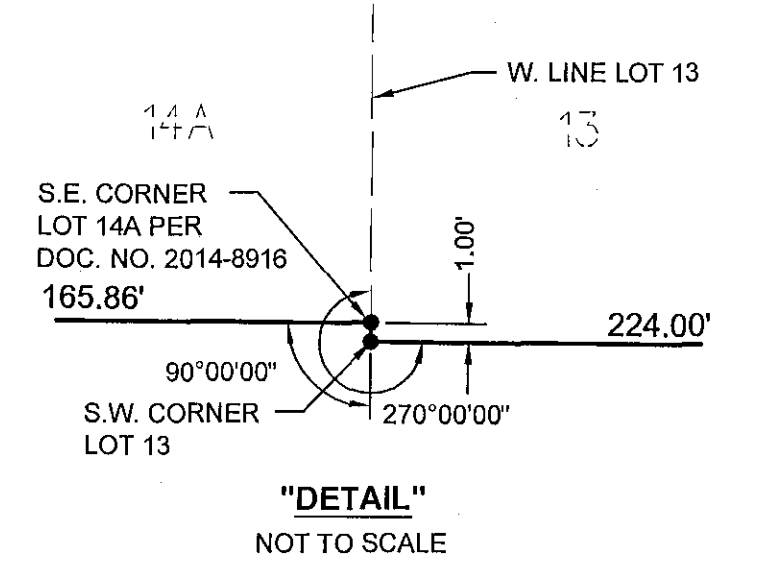
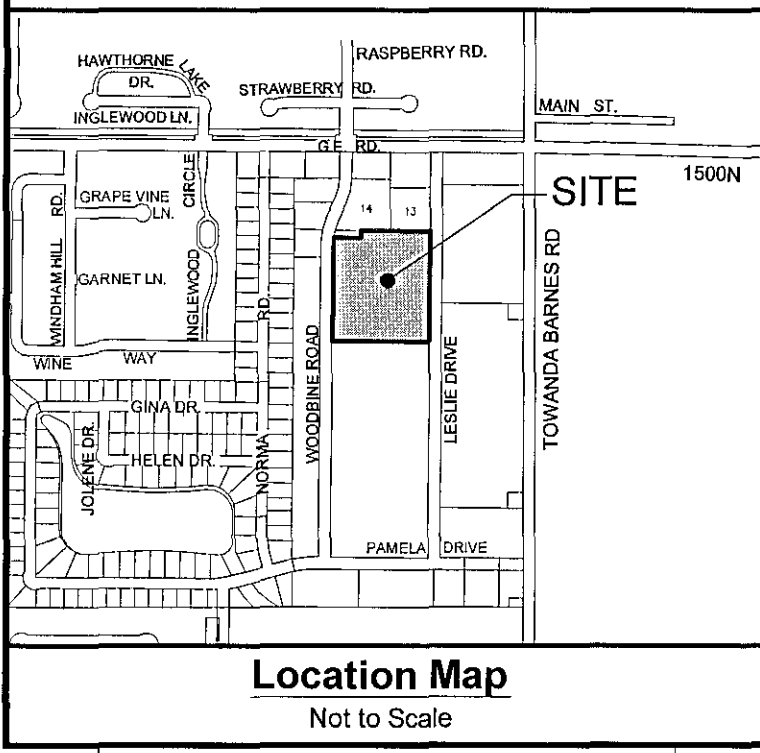
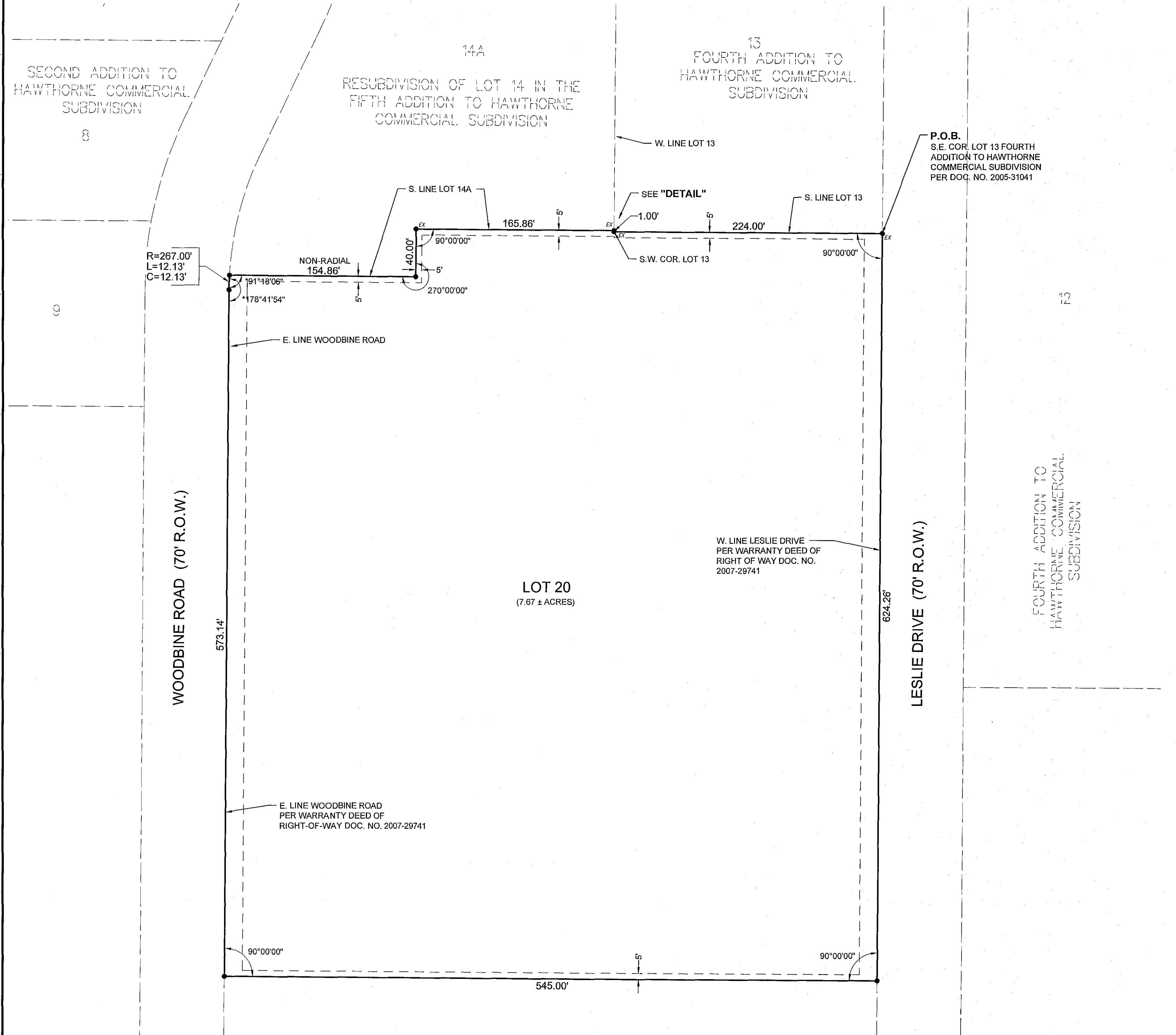
\_\_\_\_\_  
City Clerk

### Legal Description

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 13 in the Fourth Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2005-31041 in the McLean County Recorder's Office. From said Point of Beginning, thence west 224.00 feet along the South Line of said Lot 13 which forms an angle of  $90^{\circ}-00'-00''$  as measured from south to west with the West Line of Leslie Drive as dedicated in said Fourth Addition to the Southwest Corner of said Lot 13; thence north 1.00 foot along the West Line of said Lot 13 which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to the Southeast Corner of Lot 14A in the Resubdivision of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2014-8916 in said Recorder's Office; thence west 165.86 feet along the South Line of said Lot 14A which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence south 40.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence west 154.86 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to the East Line of Woodbine Road as dedicated in the Second Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2005-6797 in said Recorder's Office; thence southerly 12.13 feet along said East Line, being the arc of a non-tangent curve concave to the east having a radius of 267.00 feet and the 12.13 foot chord of said arc forms an angle to the right of  $91^{\circ}-18'-06''$  with the last described course; thence south 573.14 feet along said East Line and the East Line of Woodbine Road as conveyed to the City of Bloomington in Warranty Deed of Right-of-Way Document No. 2007-29741 in said Recorder's Office which forms an angle to the right of  $178^{\circ}-41'-54''$  with the last described chord; thence east 545.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to a point on the West Line of said Leslie Drive lying 624.26 feet south of the Point of Beginning; thence north 624.26 feet along said West Line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Point of Beginning, containing 7.67 acres, more or less.

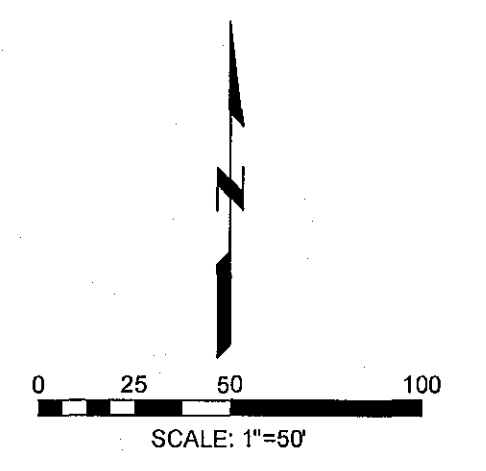
# TWELFTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

PART OF NE 1/4 SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



**OWNER:**  
LARRY D. BIELFELDT  
1 INGLEWOOD LANE  
BLOOMINGTON, ILLINOIS

**DEVELOPER:**  
CARRIAGE CROSSING  
4106 COLLEEN DRIVE  
CHAMPAIGN, IL 61822



**LEGEND**

- IRON ROD
- EX EXISTING
- R= RADIUS
- L= ARC LENGTH
- C= CHORD LENGTH
- P.O.B. POINT OF BEGINNING
- \*91°18'06" ANGLE MEASURE TO CHORD
- UTILITY EASEMENT LIMITS LINE WHICH EXTENDS 15' FROM LOT LINE UNLESS NOTED OTHERWISE

**SURVEYOR'S DECLARATION**

The following described property has been surveyed and platted under my direction:

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 13 in the Fourth Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2005-31041 in the McLean County Recorder's Office. From said Point of Beginning, thence west 224.00 feet along the South Line of said Lot 13 which forms an angle of 90°-00'-00" as measured from south to west with the West Line of Leslie Drive as dedicated in said Fourth Addition to the Southwest Corner of said Lot 13; thence north 1.00 foot along the West Line of said Lot 13 which forms an angle to the right of 270°-00'-00" with the last described course to the Southeast Corner of Lot 14A in the Resubdivision of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2014-8916 in said Recorder's Office; thence west 165.86 feet along the South Line of said Lot 14A which forms an angle to the right of 90°-00'-00" with the last described course; thence south 40.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 154.86 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to the East Line of Woodbine Road as dedicated in the Second Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2005-6797 in said Recorder's Office; thence southerly 12.13 feet along said East Line, being the arc of a non-tangent curve concave to the east having a radius of 267.00 feet and the 12.13 foot chord of said arc forms an angle to the right of 91°-18'-06" with the last described course; thence south 573.14 feet along said East Line and the East Line of Woodbine Road as conveyed to the City of Bloomington in Warranty Deed of Right-of-Way Document No. 2007-29741 in said Recorder's Office which forms an angle to the right of 178°-41'-54" with the last described chord; thence east 545.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point on the West Line of said Leslie Drive lying 624.26 feet south of the Point of Beginning; thence north 624.26 feet along said West Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 7.67 acres, more or less.

This property has been subdivided into 1 lot, numbered 20 and the easements as shown. Said Subdivision is to be known as "Twelfth Addition to Hawthorne Commercial Subdivision" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas determined to be outside 500-year floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510 E, dated July 16, 2008.

Witness my hand and seal this 13th day of November, 2014.

FARNSWORTH GROUP, INC  
2709 MCGRAW DRIVE  
BLOOMINGTON, IL 61704

By: *Brent A. Bazar*  
Brent A. Bazar  
Professional Land Surveyor No. 3715



DATE: 11-13-14  
EXP. DATE: 11-30-2014  
DESIGN FIRM REGISTRATION NO. 184-001856

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

**NOTES:**

- Part of P.I.N. 15-31-227-020 and 15-31-278-002

**CITY CLERK'S CERTIFICATE**

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF McLEAN )

I, \_\_\_\_\_, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Twelfth Addition to Hawthorne Commercial Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the \_\_\_\_\_ Day of \_\_\_\_\_, 2014, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

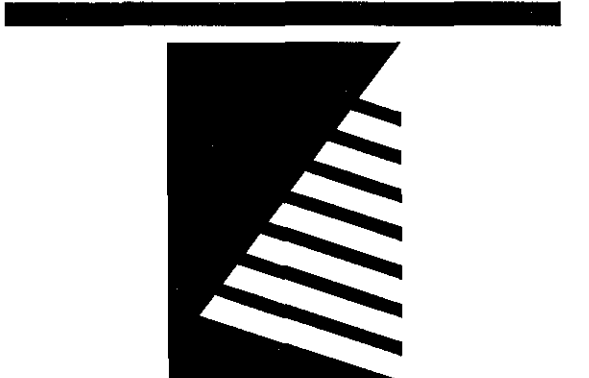
**CITY ENGINEER'S CERTIFICATE**

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF McLEAN )

I, \_\_\_\_\_, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Engineer  
Bloomington, Illinois



**Farnsworth GROUP**

2709 MCGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:  
# Date: Description:

PROJECT:

**TWELFTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION**

BLOOMINGTON, ILLINOIS

Date: 11-13-14

Design/Drawn: SJB

Reviewed:

Book No.: 3105/59 Field: 10-3-14

Project No.: 0141511.00

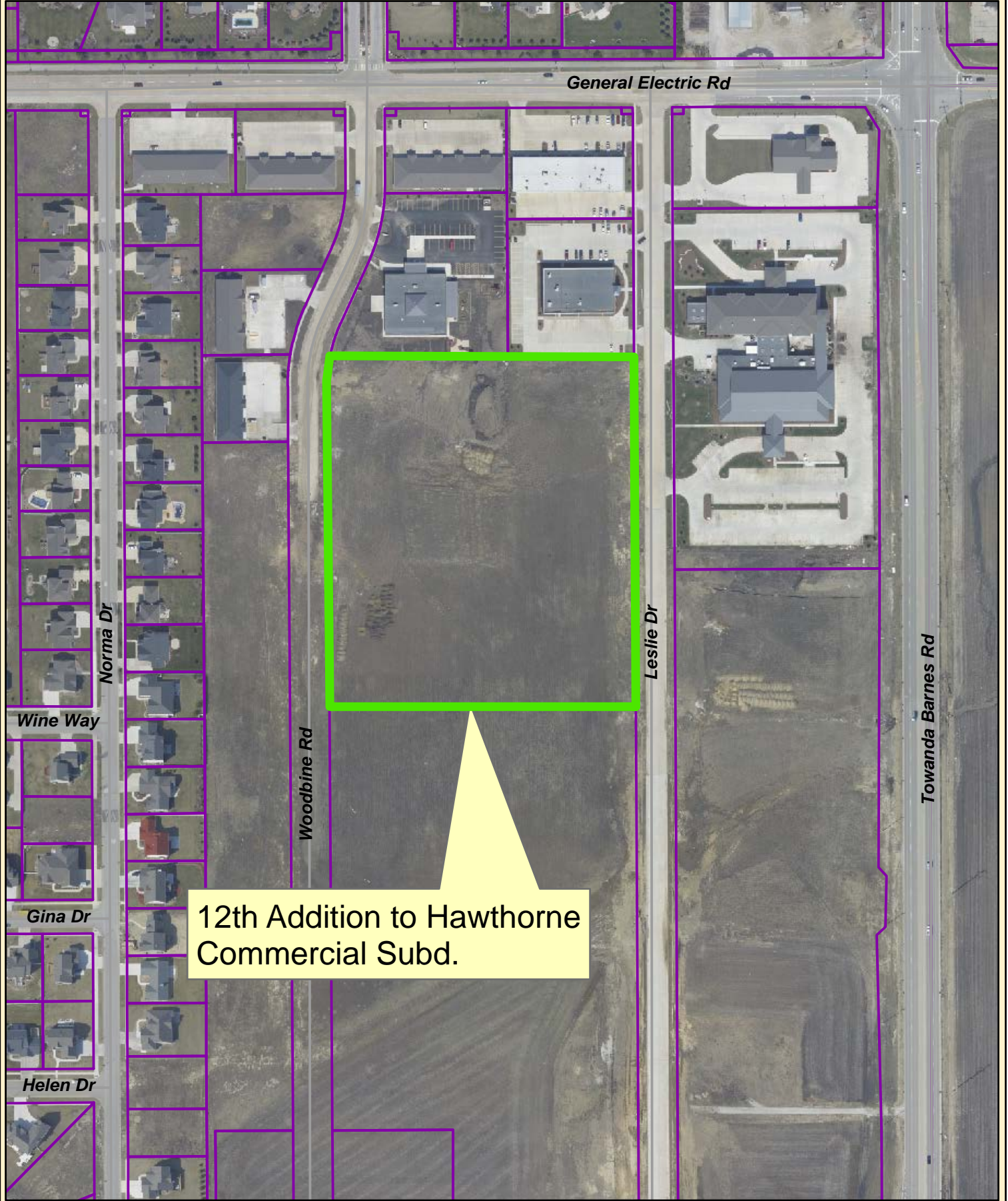
SHEET TITLE:

**FINAL PLAT**

SHEET NUMBER:

**1**

# Hawthorne Commercial Subd. 12th Addition - Final Plat





## Hawthorne Commercial Subdivision 12th Addition FINAL PLAT CHECKLIST

Date Prepared: 12/22/2014

<b>Shown on Final Plat:</b>		<b>Initial</b>
	Easements shown for all public improvements	RLO
	City Engineer's Signature Block	RLO
	Clerk's Signature Block	RLO
	Areas or facilities to be dedicated to the public	RLO
	Railroad Right of Ways	N/A
	Subdivision Boundaries	RLO
	References to nearest street lines, Township, Sections lines, or monuments.	RLO
	Name of Subdivision	RLO
	Legal Description	RLO
	Existing Parcel Id Number (PIN)	RLO
	Surveyor's statement regarding any Special Flood Hazard Areas.	RLO
	Total Acreage	RLO
	Street Names	RLO
	Proposed Lot numbers (consecutively numbered)	RLO
	Front Yard Setbacks	RLO
<b>The following shall be provided:</b>		
	School District Certificate	RLO
	County Clerk's Certificate	RLO
	Owner's Certificate	RLO
	Drainage Statement	RLO
	Owner's Petition	RLO
	Ordinance	RLO
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	RLO
	Digital CAD format submittal provided to Public Works	RLO
	2 Mylar Copies	
	12 Paper Copies	
<b>The following requirements shall be met:</b>		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	RLO
	Retains the design characteristics of approved public improvement engineering plans and specifications.	RLO
	Final Plat is signed by IL licensed surveyor	RLO
	Plans for all public improvements approved by Public Works	In Review

**Item 7N.**

**Petition from Hawthorne Commercial Park, LLC,  
Requesting Approval of a Final Plat  
for the Twelfth (12<sup>th</sup>) Addition to  
Hawthorne Commercial Subdivision**

*(Attachment 7: Tap on Fee Memo  
distributed via Addendum)*





FOR COUNCIL: January 12, 2015

SUBJECT: Petition from Hawthorne Commercial Park, LLC, Requesting Approval of a Final Plat for the Third (3<sup>rd</sup>) Addition to Sapphire Lake Subdivision

**RECOMMENDATION/MOTION:** Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.

**STRATEGIC PLAN LINK:** Goal 3. Grow the Local Economy.

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

**BACKGROUND:** This subdivision is located along Pamela Drive generally west of Woodbine Dr., and east of Ekstam Dr. The property is currently zoned R-2, Mixed Residence District. A single-family home is planned for the site.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Hawthorne Commercial Park, LLC.

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

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

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

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

David A. Hales  
City Manager

- Attachments:**
- Attachment 1. Petition
  - Attachment 2. Ordinance
  - Attachment 3. Legal Description
  - Attachment 4. Final Plat
  - Attachment 5. Final Plat Map
  - Attachment 6. Final Plat Checklist
  - Attachment 7. Tap on Fee Memo

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

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			

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

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

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

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

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

Respectfully submitted,

By \_\_\_\_\_

**ORDINANCE NO. 2015 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
THIRD ADDITION TO SAPPHIRE LAKE SUBDIVISION**

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

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

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

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

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

1. That the Final Plat of the Third Addition to Sapphire Lake Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 12<sup>th</sup> day of January, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

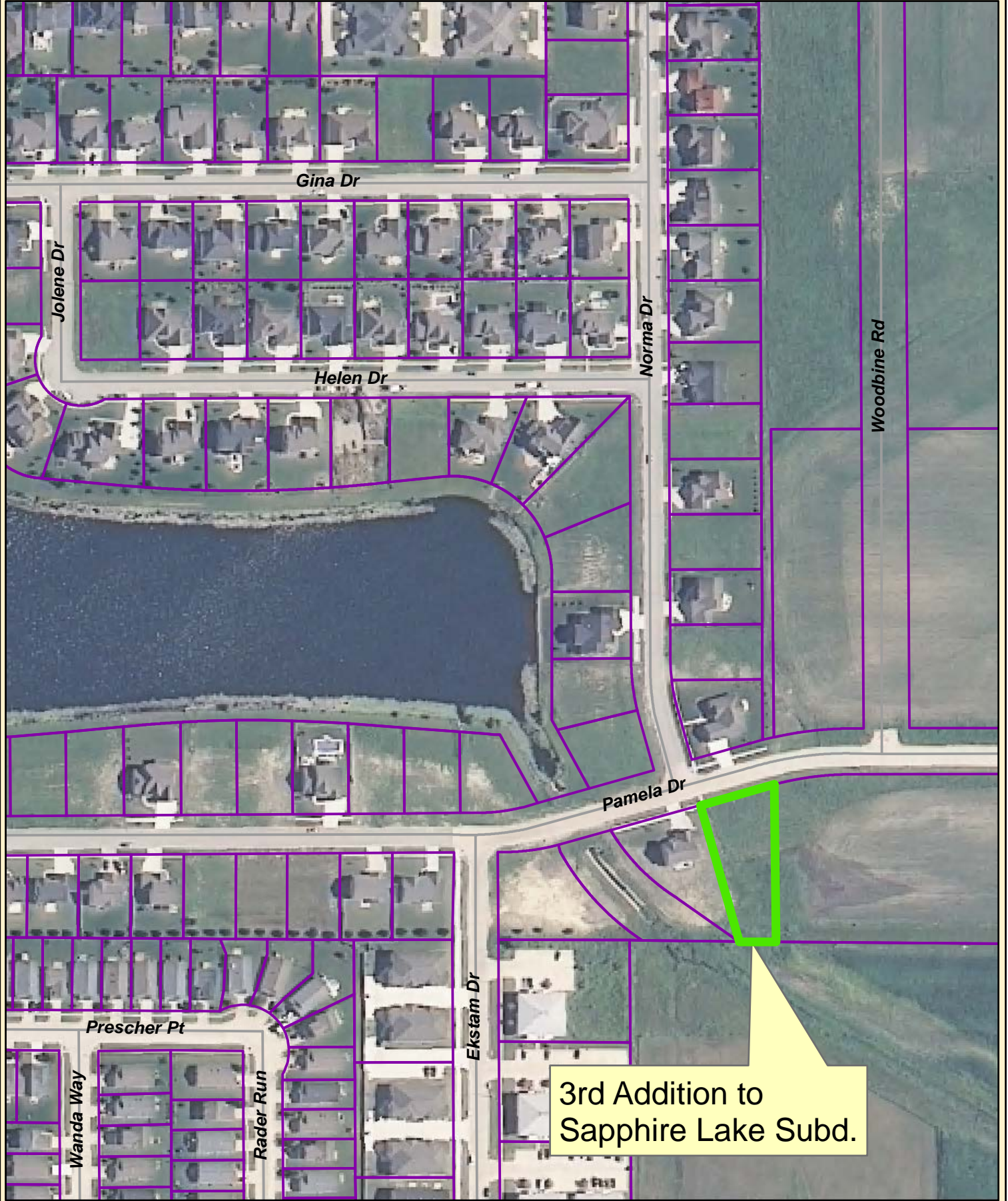
DESCRIPTION OF PROPERTY 0.45 +/- Ac

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 92 in the Second Addition to Sapphire Lake according to the plat thereof recorded as Document No. 2005-17335 in the McLean County Recorder's Office, said Southeast Corner being on the South Line of said Northeast Quarter. From said Point of Beginning, thence northwest 216.30 feet along the Northeast Line of said Lot 92 which forms an angle to the left of 105°-56'-22" as measured from east to northwest with said South Line to the Northeast Corner of said Lot 92, said Northeast Corner also being on the South Line of Pamela Drive as dedicated in said Second Addition; thence northeast 102.48 feet along said South Line which forms an angle to the left of 90°-00'-00" with the last described course to a Point of Curvature; thence easterly 14.71 feet along the South Line of said Pamela Drive as dedicated in said Second Addition and the South Line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-Way Document No. 2007-29741 in said Recorder's Office being the arc of a curve concave to the south having a radius of 465.00 feet and the 14.71 foot chord of said arc forms an angle to the left of 179°-05'-36" with the last described course; thence south 239.97 feet along a line which forms an angle to the left of 75°-53'-53" with the last described chord to a point on the South Line of said Northeast Quarter lying 57.25 feet east of the Point of Beginning; thence west 57.25 feet along said South Line which forms an angle to the left of 89°-04'-09" with the last described course to the Point of Beginning, containing 0.45 acre, more or less.

PIN 15-31-256-004



# Sapphire Lake Subdivision 3rd Addition - Final Plat



3rd Addition to  
Sapphire Lake Subd.



## Sapphire Lake 3rd Addition FINAL PLAT CHECKLIST

Date Prepared: 12/22/2014

Shown on Final Plat:		Initial
	Easements shown for all public improvements	RLO
	City Engineer's Signature Block	RLO
	Clerk's Signature Block	RLO
	Areas or facilities to be dedicated to the public	RLO
	Railroad Right of Ways	N/A
	Subdivision Boundaries	RLO
	References to nearest street lines, Township, Sections lines, or monuments.	RLO
	Name of Subdivision	RLO
	Legal Description	RLO
	Existing Parcel Id Number (PIN)	RLO
	Surveyor's statement regarding any Special Flood Hazard Areas.	RLO
	Total Acreage	RLO
	Street Names	RLO
	Proposed Lot numbers (consecutively numbered)	RLO
	Front Yard Setbacks	RLO
The following shall be provided:		
	School District Certificate	RLO
	County Clerk's Certificate	RLO
	Owner's Certificate	RLO
	Drainage Statement	RLO
	Owner's Petition	RLO
	Ordinance	RLO
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	RLO
	Digital CAD format submittal provided to Public Works	RLO
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	RLO
	Retains the design characteristics of approved public improvement engineering plans and specifications.	RLO
	Final Plat is signed by IL licensed surveyor	RLO
	Plans for all public improvements approved by Public Works	RLO



**Item 70.**

**Petition from Hawthorne Commercial Park, LLC,  
Requesting Approval of a Final Plat  
for the Third (3<sup>rd</sup>) Addition to  
Sapphire Lake Subdivision**

*(Attachment 7: Tap on Fee Memo  
distributed via Addendum)*



FOR COUNCIL: January 12, 2015

**SUBJECT:** Dedication for the Kickapoo Creek Restoration Area, future Grove Park and Drainage Outlots 359 & 360 commonly located north of Ireland Grove Rd. and west of Township Rd. 2100 East (Ward 8)

**RECOMMENDATION/MOTION:** Recommend that the dedications be accepted, in furtherance of and contingent on Eastlake LLC's continued compliance with all City agreements, and the City Clerk authorized to complete and record the Deeds.

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

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

**BACKGROUND:** At the September 26, 2005 meeting, Council approved an Annexation Agreement with Eastlake, LLC and on March, 13, 2006, Council approved the Preliminary Plan for The Grove on Kickapoo Creek Subdivision related to the subject site. Both of these documents indicated that the future park, creek restoration area and related drainage outlots would be dedicated. At the June 11, 2007 and May 26, 2009 meetings, Council accepted \$950,000 and \$927,548 grants from the Illinois Environmental Protection Agency (IEPA) to assist with stream restoration projects. These grants required matching funds by the City and the land owner (Eastlake, LLC). Eastlake's funding match was donating the creek restoration area. The grants required maintenance of the completed creek restoration area for a minimum of ten (10) years after construction completion. Failure to perform maintenance constitutes a breach of the grant agreement and the IEPA will seek grant reimbursement immediately. At the December 16, 2013 meeting, Council authorized staff to proceed with a grant application for the construction of a trail connecting the Grove on Kickapoo Creek subdivision and Benjamin Elementary School. The grant was awarded. The location of the proposed trail is across the creek restoration area and the future park properties. Construction of the trail will not be possible until both properties are owned by the City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Eastlake, LLC, Pratt and Pratt, P.C., Livingston, Barger, Brandt & Schroeder and the Farnsworth Group.

**FINANCIAL IMPACT:** Most of the financial impact related to the creek restoration area has already occurred during the restoration construction projects. Future financial impacts may include the City's share of the trail construction and development of the future park. None of the agreements related to the Grove Subdivision, Creek Restoration Area or future Trail require development of the park. However, the developer has erected signs that reference a future twenty-three (23) acre park site. The most significant financial impact will be reimbursement of the IEPA grant funding if the grant agreement is not honored. The agreement requires proper maintenance of the restoration area and dedication of the property to the City.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Sue McLaughlin, ICMA-CM  
Interim Assistant City Manager  
Robert Moews, Park Superintendent

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: Grove 3rd Outlots 359 & 360 Deed
  - Attachment 2: Grove 3rd Outlots 359 & 360 Map
  - Attachment 3: Grove Crk Restor & Park Warranty Deed
  - Attachment 4: Grove Crk Restor & Park Map
  - Attachment 5: Park Signage by Developers Status Report
  - Attachment 6: Title Search

Motion: That the dedications be accepted, in furtherance of and contingent on Eastlake LLC's continued compliance with all City agreements, and the City Clerk authorized to complete and record the Deeds.

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			

# LivingstonBarger

Livingston • Barger • Brandt • Schroeder

115 W. Jefferson Street  
Suite 400  
Post Office Box 3457  
Bloomington, Illinois 61702-3457  
(309) 828-5281 • Fax (309) 827-3432

William C. Wetzel  
Thomas M. Barger, III  
Christopher L. Nyweide  
Richard E. Stites  
Peter W. Brandt  
Thomas B. Borton  
Kirk A. Holman  
Michael A. Wozniak  
Thomas A. Jennings  
Elizabeth B. Megli  
Jonathan J. Bobell  
Ryne J. Takacs  
William R. Brandt (Retired)

Herbert M. Livingston (1898 – 1967)  
Ralph E. Schroeder (1927 – 1991)  
Thomas M. Barger, Jr. (1912 – 1992)  
James T. Foley (1931 – 2010)  
Susan H. Brandt (1950-2010)

October 29, 2014

Attorney Jeff Jurgens  
City of Bloomington  
109 East Olive Street  
Bloomington, IL 61701

RE: The Grove on Kickapoo Creek Subdivision - Outlots 359 and 360

Dear Jeff:

Enclosed please find the Quit Claim Deed from Eastlake, LLC, conveying any interest it holds in Outlots 359 and 360 in the Grove on Kickapoo Creek Third Addition. It is my understanding the enclosed should be sufficient to satisfy the concerns of the City of Bloomington regarding the proper ownership of these parcels. As you are aware, it is the impression of Eastlake, LLC that these Outlots were previously conveyed, but as an accommodation, it is willing to offer this Quit Claim Deed. Please contact me if you have any questions or concerns with respect to the enclosed. Thank you.

Very truly yours,

LIVINGSTON, BARGER, BRANDT  
& SCHROEDER

By: Elizabeth B. Megli  
Elizabeth B. Megli  
[emegli@lbbs.com](mailto:emegli@lbbs.com)

EBM/srd  
Enclosure

# QUIT CLAIM DEED

Mail to:

City of Bloomington

Attn: City Clerk

P.O. Box 3157

Bloomington, IL 61702

Name & Address of Taxpayer:

City of Bloomington

Attn: City Clerk

P.O. Box 3157

Bloomington, IL 61702

RECORDER'S STAMP

**THE GRANTOR, EASTLAKE, L.L.C.**, an Illinois Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State where the following described real estate is located, for and in consideration of TEN DOLLARS and other good and valuable consideration in hand paid, CONVEYS and QUIT CLAIMS to the Grantee, CITY OF BLOOMINGTON, a Municipality, of McLean County, Illinois, the following described real estate situated in the County of McLean, in the State of Illinois, to wit:

Outlots 359 and 360 in The Grove on Kickapoo Creek Third Addition, Bloomington, Illinois, according to the plat thereof recorded on the 19<sup>th</sup> day of October, 2009, as Document Number 2009-00032340, situated in McLean County, Illinois.

Permanent Index Number: 22-08-426-028

Subject to: (1) Real Estate Taxes for the year 2014 and subsequent years;  
(2) Covenants, conditions, restrictions and easements apparent or of record;  
(3) All applicable zoning laws and ordinances.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its authorized President/Member this 28<sup>th</sup> day of October, 2014.

EASTLAKE, L.L.C.,  
an Illinois Limited Liability Company

BY: 

Victor E. Armstrong,

Its duly authorized President/Member

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF McLEAN     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Victor E. Armstrong, authorized President/Member of EASTLAKE, L.L.C., an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Grantor in his capacity as the President/Member of Grantor, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER my hand and notarial seal this 28th day of October  
\_\_\_\_\_, 2014.



Elizabeth B. Megli  
Notary Public

PREPARED BY:  
Elizabeth B. Megli  
Livingston, Barger, Brandt & Schroeder  
115 W. Jefferson Street, Ste. 400  
Bloomington, IL 61701  
(309) 828-5281

“Exempt under provisions of Paragraph e”,  
Section 4, Real Estate Transfer Tax Act.

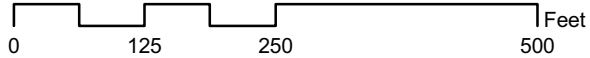
10/28/2014     Elizabeth B. Megli  
Date                    Buyer, Seller or Representative

# GROVE 3RD OUTLOTS 359 & 360



Outlot 360  
Drainage Swale

Outlot 359  
Paved Pedestrian Path  
and Flood Route



## WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, being EASTLAKE, L.L.C., an Illinois Limited Liability Company, having its principal office in McLean County, Illinois, for and in consideration of the sum of Ten Dollars and Other Good and Valuable Consideration, in hand paid, Conveys and Warrants to CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, a municipal corporation, the following described Real Estate, to-wit:

### Tract 1:

Lot 1 of the Grove Park Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat thereof recorded on July 22, 2013, as Document Number 2013-00018810, situated in McLean County, Illinois.

Part of PIN: 22-09-451-004; 22-09-451-005; and 22-09-376-006.

### Tract 2:

Lot 1 of The Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, McLean County, Illinois, according to the plat thereof recorded on August 8, 2012, as Document Number 2012-19531, situated in McLean County, Illinois; EXCEPT that part of said Lot 1 of The Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, McLean County, Illinois, previously conveyed by EASTLAKE, LLC. to the CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, by Warranty Deed dated December 28, 2007, recorded April 7, 2008 as Document Number 2008-9415 and by Warranty Deed dated November 13, 2009, recorded November 18, 2009 as Document Number 2009-35251.

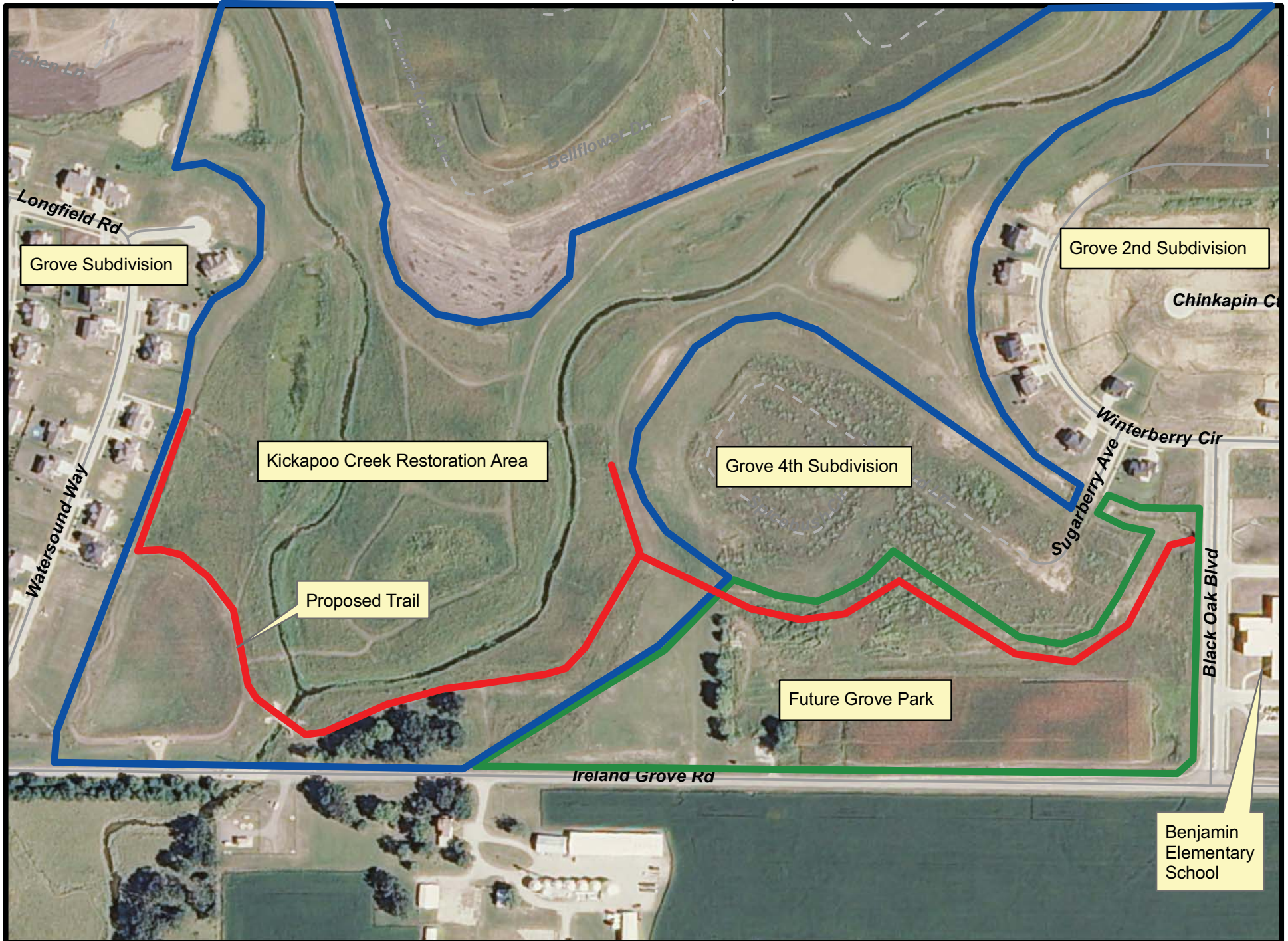
Part of PIN: 22-09-326-003; 22-09-326-004; 22-09-326-006 and 22-09-276-002.

The Grantee assumes and agrees to pay the 2014 and subsequent real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions, and conditions of record.





# KICKAPOO CREEK RESTORATION AREA, GROVE SUBDIVISION & PARK



0 125 250 500 Feet

Prepared by Engineering  
January 31, 2014



THE GROVE AT KICKAPOO CREEK

- Annexation Agreement approved September 26, 2005
- Developer: Eastlake, LLC
- Land is a mixture of owned by the City of Bloomington and the developers
- Multiple grants received for the stream restoration project with the 88 acres of land donation used as matching funds to receive said grants
- ~88 acres of passive parkland along both sides of the restored stream – Kickapoo Creek, planned for trails, interpretative signage, natural landscaping
  - ~54.5 acres deeded to City of Bloomington as land match for stream restoration grants (denoted by blue/red border on attached map)
  - ~33.5 acres now in process of being deeded to City of Bloomington as land match to finish stream restoration project (denoted by light green/red border on map)
- ~23 acres of active parkland adjacent to Unit 5's Benjamin Elementary School – planned for athletic fields, picnic shelter, playground, etc.
  - ~23 acres to be deeded to City of Bloomington. Cautious not to deed over to the City too early as land might be able to be used as local share land match for future grant opportunities (denoted by dark green border on map)
- See Parks Master Plan next page
- See Location maps attached ppg. 21, 23, 24



- Developer sign located on developer owned property – see photo



- Developer signs located on developer owned property (future park site) – see photos





121 North Main  
Bloomington, IL 61701  
Phone: (309)828-5097 / Fax: (309)-828-3249

City of Bloomington

**Date:** December 31, 2014  
**Order No.:** 5606-1402471-KS  
**Borrower(s):** City of Bloomington  
**Seller(s):** Eastlake LLC

We have enclosed zero (0) copy(ies) of the following:

- ALTA Commitment 2006 No.: 5606-1402471, dated December 29, 2014, for property(ies):  
Lot 1 The Grove on Kickapoo Creek Stream Restoration City of Bloomington, Bloomington, IL 61704

Please call us immediately if you have any questions or concerns.

Kathleen E. Spahn  
R222-Title Technician  
spahnk@CTT.com

**Bill To:**

City of Bloomington  
Lot 1 The Grove on Kickapoo Creek Stream Restoration  
City of Bloomington  
Bloomington, IL 61704

**Remit Payment To:**

Chicago Title Company  
121 North Main  
Bloomington, IL 61701  
Phone: (309)828-5097 Fax: (309)-828-3249

**Due upon receipt**

**Invoice Date:** December 31, 2014

**Invoice No.:** 5606-1402471

**Ref. No.:**

**Escrow No.:** 5606-1402471

**Delivered:**

**Borrower(s):** City of Bloomington

**Seller(s):** Eastlake LLC

**Property:** Lot 1 The Grove on Kickapoo Creek  
Stream Restoration City of Bloomington  
Bloomington, IL 61704

**Policies Applied For:**

\$ 0.00  
\$ 0.00

	Seller Charge:	Buyer/Borrower Charge:
Owner's Title Insurance Premium:	\$ 0.00	\$ 0.00
Lender's Title Insurance Premium:	\$ 0.00	\$ 0.00
Search and Exam Fee:	\$ 250.00	\$ 0.00
Title services and lender's title insurance:	\$ 0.00	\$ 0.00
Email Package Fee:	\$ 0.00	\$ 0.00
Wire Transfer Service Fee:	\$ 0.00	\$ 0.00
Express Service Delivery Fee:	\$ 0.00	\$ 0.00
Approved Attorney Amount to be Paid:	\$ 0.00	\$ 0.00
Approved Attorney Amount to be Deducted:	\$ 0.00	\$ 0.00
Settlement or closing fee:	\$ 0.00	\$ 0.00
<b>TOTALS:</b>	<b>\$ 250.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL:</b>		<b>\$ 250.00</b>

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**5606-1402471**

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate ninety (90) days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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ALTA Commitment (06/17/2006)



ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 121 North Main Bloomington, IL 61701 Main Phone: (309)828-5097	Chicago Title and Trust Company 121 North Main Bloomington, IL 61701 Main Phone: (309)828-5097 Main Fax: (309)828-3249

**SCHEDULE A****ORDER NO. 5606-1402471**

Property Ref.: Lot 1 The Grove on Kickapoo Creek Stream Restoration City of Bloomington, Bloomington, IL 61704

1. Effective Date: December 29, 2014
2. Policy or (Policies) to be issued:
  - a.

Proposed Insured:	City of Bloomington
Policy Amount:	\$0.00
  - b.

Proposed Insured:	To Be Determined
Policy Amount:	\$0.00
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:

Eastlake, L.L.C., an Illinois Limited Liability Company
5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 22-09-326-003, 22-09-326-004 and 22-09-276-002**

---

Lot 1 of The Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, McLean County, Illinois, according to the Plat thereof recorded on August 8, 2012, as Document No. 2012-19531, situated in McLean County, Illinois, EXCEPT that part of said Lot 1 of the Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, McLean County, Illinois, previously conveyed to Eastlake, LLC to the City of Bloomington, McLean County, Illinois, by Warranty Ded dated December 28, 2007, recorded April 7, 2008 as Document No. 2008-9415 and by Warranty Deed dated November 13, 2009, recorded November 18, 2009 as Document No. 2009-35251, in McLEAN COUNTY, ILLINOIS.

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Name and Address of Title Insurance Company: Chicago Title Company  
121 North Main  
Bloomington, IL 61701

### SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

#### GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORD.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

**SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.**

**NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.**

6. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
7. AN ALTA LOAN POLICY WILL BE SUBJECT TO THE FOLLOWING EXCEPTIONS (A) AND (B), IN THE ABSENCE OF THE PRODUCTION OF DATA AND OTHER ESSENTIAL MATTERS DESCRIBED IN OUR STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES (ALTA STATEMENT). (A) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS; (B) CONSEQUENCES OF THE FAILURE OF THE LENDER TO PAY OUT PROPERLY THE WHOLE OR ANY PART OF THE LOAN SECURED BY THE MORTGAGE DESCRIBED IN SCHEDULE A, AS AFFECTING; (I) THE VALIDITY OF THE LIEN OF SAID MORTGAGE; AND (II) THE PRIORITY OF THE LIEN OVER ANY OTHER RIGHT, CLAIM, LIEN OR ENCUMBRANCE WHICH HAS OR MAY BECOME SUPERIOR TO THE LIEN OF SAID MORTGAGE BEFORE THE DISBURSEMENT OF THE ENTIRE PROCEEDS OF THE LOAN.

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Name and Address of Title Insurance Company: Chicago Title Company  
121 North Main  
Bloomington, IL 61701

**SCHEDULE B**

(continued)

## 8. Taxes for the year(s) 2014.

Note: The 2013 taxes against Tax No. 22-09-276-002 shows the first installment in the amount of \$47.05; second installment in the amount of \$47.05 both paid June 13, 2014; assessed value \$1,172.00;

Against Tax No. 22-09-326-003 shows the first installment in the amount of \$12.62; second installment in the amount of \$12.62 both paid June 13, 2014; assessed value \$316.00;

Against Tax No. 22-09-326-004 shows the first installment in the amount of \$47.66; second installment in the amount of \$47.66 both paid June 12, 2014; assessed value \$1,187.00.

## 9. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.

## 10. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

## 11. Rights, if any, of The Peoples Gas Light and Coke Copany by virtue of a Deed from The Peoples Gas Light and Coke Company dated June 30, 1961 and recorded July 11, 1961 in Book 713 of Deeds, page 664.

## 12. Right of Way Easement recorded September 28, 1992 recorded October 22, 1992 as Document No. 92-30276 made between Robert Mecherle and Corn Belt Electric Cooperative to construct and maintain poles, down guys, etc. over a portion of the premises in question. All rights thereunder and all terms thereof.

## 13. Easement for right of way for public road purposes recorded February 2, 2005 as Document No. 2005-00003582 between Margot Y. Rudesill to the People of Old Town Township. All rights thereunder and all terms thereof.

## 14. Right of Way Easement, Distribution line from Kenneth T. Benjamin to Corn Belt Electric Coopeative, its successors and assigns to construct, operate and maintain 4 poles and 1 anchor placement over a portion of the premises in question, contained in the Document recorded May 16, 1988 as Document No. 88-7412.

## 15. Easement dated September 2, 1988 recorded December 5, 1988 as Document No. 88-18996 made by Kenneth Benjamin to GTE North Incorporated, its successors and assigns to construct, operate and maintain a communication line or system over a portion of the premises in question. All rights thereunder and all terms thereof.

## 16. Easement for back water storage in favor of Eastlake LLC, contained in the instrument recorded &lt;oct 26, 2005 as document no. 2005-32596.

For further particulars see record.

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Name and Address of Title Insurance Company: Chicago Title Company  
121 North Main  
Bloomington, IL 61701

**SCHEDULE B**

(continued)

17. Annexation Agreement recorded May 8, 2006 as Document No. 2006-11501 annexing certain property to the City of Bloomington.
18. Ordinance No. 2009-07 annexing property to the City of Bloomington recorded March 13, 2009 as Document No. 2009-7614.
19. Permanent easement for public utilities and drainage dated October 27, 2009 and recorded March 28, 2010 as Document No. 2010-6177 from Eastlake, LLC, an Illinois Limited Liability Company to the City of Bloomington. All rights thereunder and all terms thereof.
20. Ordinance No. 2012-41 annexing certain territory to the City of Bloomington recorded August 8, 2012 as Document No. 2012-19530.
21. Drainage and utility easement as disclosed on the Plat of said Subdivision for the entire Empire Subdivision.

**END OF SCHEDULE B**

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**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

**END OF CONDITIONS**

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FOR COUNCIL: January 12, 2015

**SUBJECT:** Petition submitted by Marti Rave, requesting Annexation and Rezoning for the property generally located east of Veteran's Pkwy, north of Hamilton Rd. and west of Greenwood Ave.

**RECOMMENDATION/MOTION:** Recommend that the Petition be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The land subject to Annexation and Rezoning is located at the intersections of Veteran's Pkwy, Hamilton Road and Greenwood Ave. It is located in unincorporated McLean County, but it is surrounded by the City. Council approved an Annexation Agreement on April 28, 2014. This annexation and rezoning is in accordance with the terms of the agreement. The proposed B - 1, Highway Business District Zoning is compatible with the adjacent B - 1 zoning, as well as, the adjacent land consisting of Veteran's Parkway, a radio station, and antenna tower. The new retail may encourage other retail in this southwest part of the City where there are many homes that could support such retail.

This annexation includes all adjacent right-of-way not previously annexed and fills in the corporate boundary.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Planning Commission held a public hearing and review on April 9, 2014. Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to thirteen (13) property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** There is no financial impact per the Hamilton Rd. / Greenwood Ave. right-of-way purchase agreement with Marti Rave approved on September 22, 2003. Waive the tap on fees. The annexation and rezoning should lead to new retail development and new sales taxes. Since the site has existing adjacent improved City streets, no new roads will be required.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

Reviewed by: Jim Karch, PE CFM, Public Works Director  
Tom Dabareiner AICP, Community Development Director  
Steve Rasmussen, Assistant 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. Petition
  - Attachment 2. Ordinance
  - Attachment 3. Legal Description
  - Attachment 4. Aerial Map
  - Attachment 5. Final Plat

Motion: That the Annexation and Rezoning be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**PETITION FOR ANNEXATION  
PURSUANT TO THE TERMS OF AN ANNEXATION AGREEMENT**

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

NOW COME MARTI RAVE, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That Petitioner, Marti Rave, is the owner of the freehold or lesser estate therein of the premises hereinafter legally described on Exhibit A, which is attached hereto and made a part hereof by reference.
2. That the premises are not within the corporate limits of any municipality but are contiguous with the corporate limits of the City.
3. That the Petitioner is the Owner of record of said premises as set forth on Exhibit A.
4. That no electors reside on said tract.
5. That the Owner desires the property to be annexed to the municipality on the terms and conditions set forth in the Annexation Agreement attached hereto and made a part hereof as Exhibit B.
6. That said premises, inclusive of Tracts 1, 2, 3, 4, 5, and 6, presently have a zoning classification of A (Agricultural) under the provisions of the McLean County Zoning Ordinance.
7. That there is attached hereto and made a part hereof is the Annexation Agreement entered into between the City of Bloomington and the Petitioner, Marti Rave, which provides for the annexation of the premises described in Exhibit A to the City.
8. That said Annexation Agreement provides that, upon annexation of the premises to said City, said premises would be zoned as follows under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended: B – 1, (Highway Business District);
9. That the Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, annex said premises to said City, and amend the Official Zoning Map of said City to reclassify said premises into the zoning district classification set forth therein.
10. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises is to the A (Agricultural District).



11. 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 any hardship created by changing the zoning classification of the premises.

WHEREFORE, your Petitioner respectfully prays that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois, be amended by changing the zoning classification of the premises to B-1 (Highway Business District).

DATED this \_\_\_\_\_ day of December, 2014.

PETITIONER:

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MARTI RAVE

**ORDINANCE NO. 2015 -**

**AN ORDINANCE ANNEXING AND REZONING CERTAIN TERRITORIES AS  
HEREINAFTER DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN  
COUNTY, ILLINOIS**

WHEREAS, there has heretofore entered into a certain Agreement for Annexation between the City of Bloomington and Marti Rave, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted a Public Hearing on said Annexation Agreement; and

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation, and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the Corporate authorities of the City of Bloomington and should be placed in effect as to said land upon the annexation of the same, all as by Statute specifically provided.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the property hereinabove described is by this Ordinance hereby annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.

SECTION THREE: That the zoning of property hereinabove described and is hereby changed to B-1 (Highway Business District) upon annexation to the City of Bloomington.

SECTION FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION FIVE: That this Ordinance shall be in full force.

PASSED this \_\_\_\_\_ day of January, 2015.

APPROVED this \_\_\_\_\_ day of January, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

DISAPPROVED:

\_\_\_\_\_  
Mayor

REASON:

\*If the property is held in a land trust, the name and address of each beneficiary of such land trust shall be identified in compliance with Chapter 148, Sec. 72 (IL Rev. Stat.).

## Legal Description

### Tract 1:

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

### Tract 2:

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

Excepting from Tract 1 and 2 that part conveyed to the City of Bloomington, in Warranty Deed recorded October 13, 2003 as Document No 2003-52981, in McLean County, Illinois.

### Tract 3:

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

### Tract 4:

A part of Old Route 66 situated adjacent to and northwesterly of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, as recorded in Book 12

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

Tract 5:

A part of Old Route 66 situated adjacent to and northwesterly of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, as recorded in Book 12 at Page 336 in the McLean County Recorder's Office, more particularly described as follows: Commencing at the Northeast Corner of said Lot 2, thence south 36 degrees 32 minutes 03 seconds west, 265.15 feet along the Northwesterly Line of said Lot 2 to a found iron pin; thence south 41 degrees 57 minutes 53 seconds west, 178.45 feet along said Northwesterly Line to a found iron pin on the Northerly Line of Hamilton Road; thence north 64 degrees 01 minute 35 seconds west, 59.86 feet along the Northwesterly Extension of the Northerly Line of Hamilton Road to a found iron pin on the Southeasterly Line of a Parcel of Land dedicated for a portion of S.B.I. Route 4, Section 16 Right-of-Way according to the Right-of-Way Plat recorded August 9, 1922, in Book 352 at Page 110 in said Recorder's Office, being the Point of Beginning; thence north 41 degrees 02 minutes 47 seconds east, 196.99 feet along the Southeasterly Line of said Dedication to a found iron pin; thence north 39 degrees 01 minutes 51 seconds east, 200.00 feet along said Southeasterly Line to a found iron pin; thence north 35 degrees 21 minutes 40 seconds east, 299.68 feet along said Southeasterly Line to a found iron pin on the Northernmost Corner of said Dedication; thence south 38 degrees 51 minutes 15 seconds west, 79.75 feet along the Northwesterly Line of said Dedication to a found iron pin on the Southeasterly Right-of-Way Line of F.A. Route 5, Section 16R; thence south 35 degrees 43 minutes 09 seconds west, 80.91 feet along said Southeasterly Right-of-Way Line; thence south 39 degrees 20 minutes 09 seconds west, 526.51 feet along said Southeasterly Right-of-Way Line to a found iron pin on the Northwesterly Line of said Dedication for S.B.I. Route 4; thence south 38 degrees 51 minutes 15 seconds west, 160.89 feet along said Northwesterly Line to a found iron pin on the Southernmost Corner of said Dedication; thence north 42 degrees 39 minutes 37 seconds east, 152.28 feet along the Southeasterly Line of said Dedication to the Point of Beginning, containing 8,477 square feet, more or less; Except that portion lying southwest of the Northerly Line of Hamilton Road extended westerly to the Southeasterly Right-of-Way Line of F.A. Route 5, Sec 16R; And

also except that portion lying northeast of the West Line of Greenwood Avenue extended north to the Southeasterly Right-of-Way Line of F.A. Route 5, Sec 16R, McLean County, Illinois.

Tract 6:

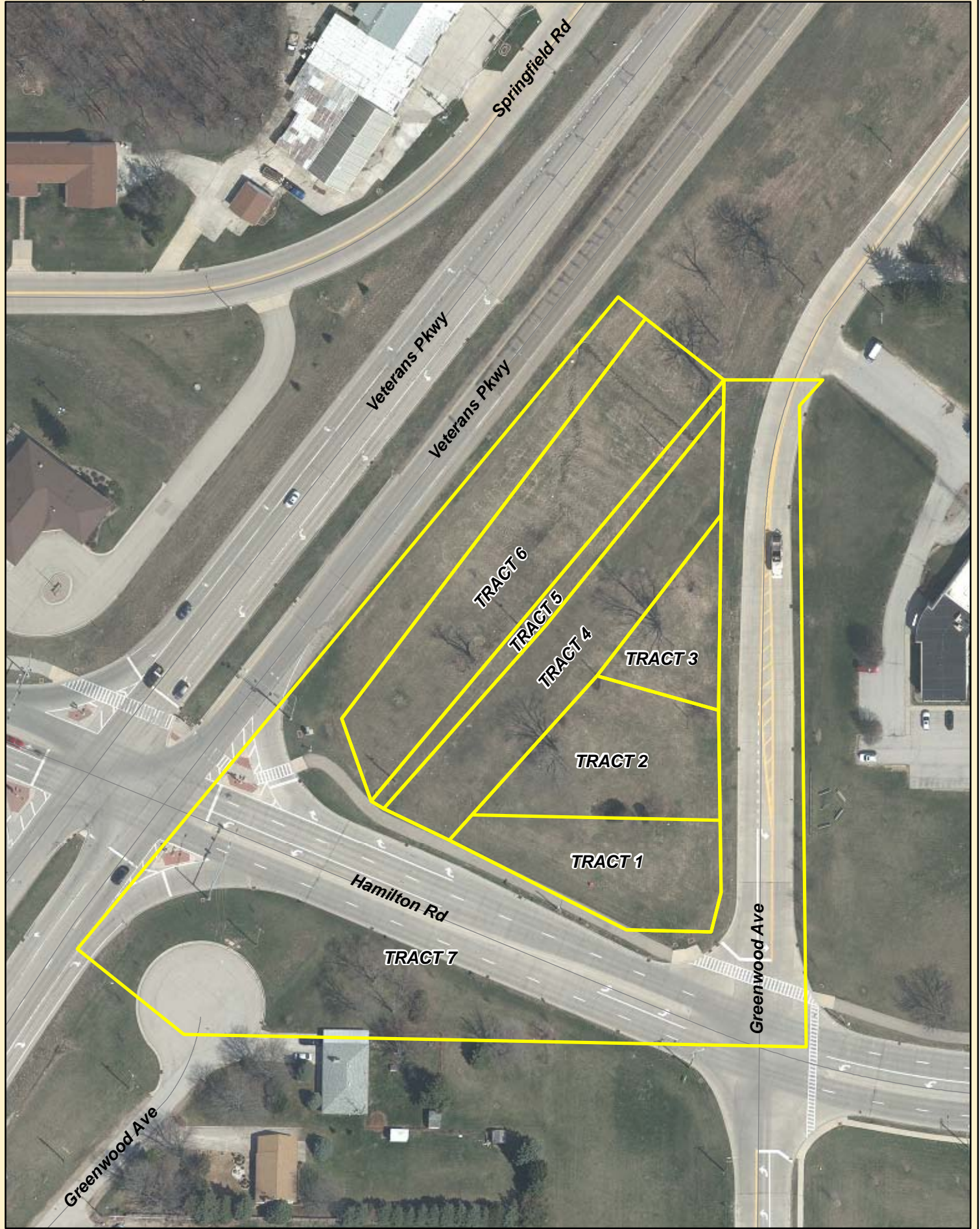
A part of F.A. Route 5, Section 16R Right-of-Way situated in the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Northeast Corner of Lot 2 in Townley and O'Neal's Subdivision of parts of Lots 41, 42 and 43 in the Subdivision of Section 17, thence south 36 degrees 32 minutes 03 seconds west, 265.15 feet along the Northwesterly Line of said Lot 2 to a found iron pin; thence south 41 degrees 57 minutes 53 seconds west, 178.45 feet along said Northwesterly Line to a found iron pin on the Northerly Line of Hamilton Road; thence north 64 degrees 01 minute 35 seconds west, 70.23 feet along the Northwesterly Extension of the Northerly Line of Hamilton Road to a found iron pin on the Southeasterly Line of a Parcel of Land dedicated for a portion of F.A. Route 5, Section 16R Right-of-Way according to the Right-of-Way Plat recorded October 10, 1944, in Book 463 at Page 155 in said Recorder's Office, being the Point of Beginning; thence north 38 degrees 51 minutes 15 seconds east, 11.25 feet along the Southeasterly Line of said Dedication to a found iron pin; thence north 39 degrees 20 minutes 09 seconds east, 429.98 feet along said Southeasterly Line to the intersection with the westerly Right-of-Way Line of Greenwood Avenue; thence north 52 degrees 24 minutes 59 seconds west, 80.00 feet; thence south 36 degrees 33 minutes 17 seconds west, 403.59 feet; thence south 20 degrees 07 minutes 58 seconds east, 70.21 feet to the Point of Beginning, containing 0.676 acre, or 29,461 square feet, more or less.

Tract 7:

All that portion of Greenwood Avenue, Hamilton Road and Veterans Parkway/U.S. Route 66 (F.A. Route 5, Sec. 16R) lying adjacent to said tracts 1 through 6.

Except therefrom any portion previously annexed.

# Rave Annexation Area



**Item 8A.**

**Discussion of Citizen's Summit**

*(30 minutes)*

**(No materials provided)**